AGREEMENT

between the

STATE OF WISCONSIN

and the

WISCONSIN STATE PUBLIC DEFENDERS ASSOCIATION

May 13, 2006 - June 30, 2007

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HOW TO READ THIS CONTRACT

This contract is divided into articles and further subdivided into sections and major paragraphs, e.g. Article II, Section 3, paragraph 1. Major paragraphs are identified by **article/section/paragraph** as follows: **2/3/1** (i.e. Article II, Section 3, paragraph 1). Minor paragraph subdivisions of major paragraphs may be identified in various ways: "1)", "a.", etc.

New contract language in this Agreement is identified by underlining the text.

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, with accompanying titles and page number(s). At the back of the contract is an index, which is a reference guide to the contract in alphabetical order of various topics.

ARTICLE I

Nature and Scope of Agreement

Section 1 Parties to Agreement

1/1/1 This Agreement is made and entered into this thirteenth day of May, 2006 at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin, on behalf of its appropriate Agencies and the Office of the State Public Defender (hereinafter referred to collectively as the Employer) represented by the Office of State Employment Relations, and the Wisconsin State Public Defenders Association, (hereinafter referred to as the Union) as the exclusive bargaining representative of assistant state public defender attorneys employed by the State of Wisconsin as specifically set forth in the Wisconsin Employment Relations Commission's Certification of Representative, Case 444, No. 55324, SE-103, Decision No. 29178-A, dated October 15, 1997.

Section 2 Purpose of Agreement

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

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

Section 3 Scope of the Agreement

1/3/1 This Agreement relates only to assistant state public defender attorneys employed by the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission, Certification of Representative Case 444, No. 55324, SE-103, Decision No. 29178-A, dated October 15, 1997.

Section 4 Definitions

1/4/1 Assistant state public defender attorney (also referred to as "ASPD attorney"): an attorney admitted to practice law in the State of Wisconsin who has been hired by the State Public Defender to perform the duties of an assistant state public defender attorney. "Assistant State Public Defender Attorney" does not include assigned counsel under s. 977.08, Wis. Stats.

1/4/2 Employee: an assistant state public defender attorney.

1/4/3 Employer: collectively refers to the State of Wisconsin and its agencies, including the Office of the State Public Defender, the Department of Administration, and the Office of State Employment Relations. Reference to "Employer" in this Agreement will include any designees of the Employer by its agencies for the purposes of contract administration.

1/4/4 Office of the State Public Defender (also referred to as "OSPD"): the State agency employing assistant state public defender attorneys. The authority of the Office of the State Public Defender with respect to the assistant state public defender attorneys employed by it is exercised by the State Public Defender and the supervisors and managers of the agency. When a particular provision of the contract refers to the "Office of the State Public Defender," the reference is to the level of supervision or management delegated authority to handle the matter by practice, policy or rule.

1/4/5 State Public Defender: the chief executive officer of the Office of the State Public Defender. The term also includes any designee of the State Public Defender for the purposes of contract administration. Such a designee for the purposes of contract administration will not include members of the bargaining unit.

1/4/6 Union: the Wisconsin State Public Defenders Association.

ARTICLE II

Union Security and Rights

Section 1 Bargaining Unit

2/1/1 The Employer will give the Union advance notice of the creation of any attorney position in the OSPD identified as confidential, supervisor or management. The Employer will also give notice of the reassignment of any existing bargaining unit member to a status not included in the bargaining unit.

2/1/2 Where the Union questions the status of positions as supervisory, confidential or management and is unable to reach agreement with the Employer on the subject, the bargaining unit status of the position(s) will be resolved by the unit clarification procedures of the Wisconsin Employment Relations Commission (WERC) upon proper petition by the Union to the WERC.

Section 2 Union Activity

2/2/1 Bargaining unit employees or Union officers will not conduct any Union activity or Union business on State time except as authorized by specific provisions of this Agreement. Any union activity authorized by this Agreement will not interfere with the full and effective performance of the work duties of the employee.

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

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

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

Section 3 Dues and Fair Share Deduction

Dues Deduction:

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

2/3/2 Such orders will 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 made consistent with payroll procedures for deduction the following pay period. Such deductions will be made each pay period from the employee's pay. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions will be in such amount as will be certified to the Employer in writing by the authorized representative of the Union.

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

2/3/4 Fair Share Deduction:

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

2/3/5 The Union agrees to provide the Employer with a copy of its procedures regarding the rights of its bargaining unit employees concerning the payment of fair share and the filing of a rebate request and represents the procedures are consistent with the requirements of both State and Federal law. The Union will also timely inform the Employer, in writing, of any changes to its by-laws and procedures concerning fair share.

2/3/6 Administrative Errors:

The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the administrative error, but

only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, retirement, health insurance and life insurance. The Employer will not be required to make adjustments in pay for errors made in reliance on any lists or certifications provided to it by the Union beyond a prospective corrections of the error itself within a reasonable period after the error has been brought to the Employer's attention.

2/3/7 Indemnification:

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

2/3/8 COPE Deduction:

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

Section 4 The Agreement

2/4/1 Printing the Agreement

The Union will be responsible for the printing of this Agreement. The Employer and the Union will agree on the printer, the number of contracts and the cost of printing this Agreement. The Union will provide the Employer an opportunity to proof this Agreement prior to printing and distribution. The Employer will reimburse the Union fifty percent (50%) of the cost of printing this Agreement. The Union will distribute copies of this Agreement to all employees covered by this Agreement.

2/4/2 Agreement on the Web

The Employer will maintain a link to the Office of State Employment Relation's website so that bargaining unit employees can access an electronic copy of the Agreement.

Section 5 Employee Lists

2/5/1 Upon one (1) week advance notice from the Union to the Office of State Employment Relations, Bureau of Labor Relations, but not more frequently than every three (3) months, the Employer agrees to furnish the Union with a list of employees in the bargaining unit. The list will show the names, seniority date, hourly base rate, office location, and employee designated mailing addresses of the employees involved. The parties agree that the above lists are for informational purposes only.

Section 6 Union-Management Meetings

2/6/1 At a mutually agreed upon time and place, no more frequently than every three (3) months, unless mutually agreed otherwise, and with advance notice of the agenda, the representatives of the Office of State Employment Relations and the Office of the State Public Defender, will meet with representatives of the Union, not to exceed a total of three (3) Union representatives who are state employees. The purpose of such meetings will be to:

A. Discuss the administration of the Agreement;

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

C. Disseminate general information of interest to the parties;

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

E. Discuss the agency workload and other topics that may pertain to caseload and case weights prior to setting the annual caseload target, and at other times when OSPD is contemplating a change in caseload, case weights or case definitions. In determining attorney's workload, the agency will take into account the Supreme Court Rules of Professional Conduct for Attorneys, the interests of the clients and the justice system, and fiscal responsibility including minimizing layoff of bargaining unit members.

2/6/2 Union representatives who are members of the bargaining unit will receive time off with pay for time spent in such meetings during their regularly scheduled hours of employment. Any travel and subsistence expenses incurred will be the responsibility of the employee.

Section 7 Visitations

2/7/1 The Employer agrees that officers and representatives of the Union shall be admitted to Employer's premises during state office hours by giving twenty-four (24) hours advance notice, whenever possible, to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

2/7/2 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 the employees. Under these conditions, the Employer agrees to allow employee(s) to meet privately with the representative for a reasonable amount of time. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

2/7/3 The Employer shall not be responsible for any wages, salary or expenses of any kind for employees operating under this Section.

Section 8 Bulletin Boards

2/8/1 The Employer agrees to provide space on designated bulletin boards sufficient to allow the Union to post two (2) 8 ½" x 11" notices in each local office containing bargaining unit members. Such space on bulletin boards will be at mutually agreed upon locations. All notices shall be posted by designated Union representatives or their designees 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. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee;

G. Other matters of interest to Union members, provided that no political campaign literature or material detrimental to the Employer or the Union shall be posted.

Section 9 Distribution of Notices

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

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

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

G. Reports of Union standing committees, and;

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

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

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

Section 10 Union Orientation

2/10/1 A representative of the Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group training and/or orientation meetings of new, recalled or rehired employees. The Employer will provide the Union as much notice time as administratively possible. The Employer retains the right to prohibit or terminate a Union orientation presentation which contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary.

2/10/2 Union representatives who are members of the bargaining unit will receive time off with pay for time spent traveling for and presenting Union orientation during their regularly scheduled hours of employment. Any travel and subsistence expenses incurred will be the responsibility of the Union.

Section 11 E-Mail

2/11/1 Union officers and representatives may use their existing state assigned e-mail for communication concerning official union business related to state employment. Members may use their existing state assigned e-mail for communications with their officers and representatives concerning official union business related to state employment. Such use shall not interfere with or disrupt normal business. No political campaign literature or material detrimental to management or the union shall be distributed.

Section 12 Telephone Use

2/12/1 Union officers and representatives shall be allowed to use State telephone facilities for Union business. Such use shall not obligate the Employer for payment of long distance or toll charges.

ARTICLE III

Management Rights

3/1/1 Management possesses the sole right to operate the Office of the State Public Defender so as to carry out the constitutional and statutory mandates assigned to it, and that all management rights repose in management. However, such rights must be exercised in a manner consistent with this Agreement.

3/1/2 Management rights include, but are not limited to, the right to:

A. The executive management and administrative control of the Office of the State Public Defender;

B. Use personnel, methods, and means in the most appropriate and efficient manner possible as determined by management;

C. Manage and direct the employees of Office of the State Public Defender;

D. Determine the duties, qualifications and requirements for positions in the Office of the State Public Defender;

E. Determine the allocation and assignment of work, including case assignment, within the Office of the State Public Defender;

F. Establish and maintain evaluation standards and procedures for assessing the qualifications and competency of its employees;

G. Appoint, hire, promote, transfer, assign or retain employees in positions within the Office of the State Public Defender;

H. Establish reasonable work rules and rules of conduct.

I. Take appropriate disciplinary action, up to and including discharge, against employees for just cause;

J. Determine the size and composition of the work force; to establish new jobs and abolish or change existing jobs; and to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and/or nonproductive;

K. Contract for assigned counsel and determine the allocation and assignment of work, including case assignment;

L. Determine the mission of the Office of the State Public Defender and to carry out its programs using the methods and means necessary to efficiently fulfill that mission and carry out those programs, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any programs or services; and,

M. Establish policies, practices and procedures relating to original appointments, specifically including recruitment, examinations, certifications, appointments, and policies with respect to probationary periods and appointments.

3/1/3 The exercise of all management rights by the Employer, including the adopting and changing of policies, rules and practices in the furtherance of its rights, and the use of judgment and discretion in carrying out its rights, shall be limited only by and to the extent of specific and express terms of this Agreement, and then only to the extent that such specific and express terms are consistent with the Constitution and the laws of the state of Wisconsin and the United States.

3/1/4 None of the management rights noted in Article III or any other management rights shall be the subject of bargaining during the term of this Agreement. Furthermore, both parties recognize that the Employer is prohibited from bargaining on subjects prohibited by law.

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 the specific terms of this Agreement. Only one (1) subject matter shall be covered in any one (1) grievance.

4/1/2 A grievance will 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 will be presented in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant).

4/1/3 The grievant (an individual employee, groups of employees or the Union) may choose to have the designated Union representative represent him/her at any step of the grievance procedure. Individual employees, groups of employees, or the Union will also have the right to present grievances in person or through other non-Union representatives of their own choosing at any step of the grievance procedure excluding arbitration, provided that the designated Union representative has been afforded the opportunity to be present and to participate and that any settlement reached is not inconsistent with the provisions of this Agreement. If an employee or a group of employees files a grievance without first having notified the Union, the Employer representative to whom such grievance is brought will immediately notify the designated Union representative and no further discussion will be had on the matter until the representative has been given notice and an opportunity to be present. This does not preclude an AFT Union representative from acting as the designated Union representative, when necessary.

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

Section 2 Exclusive Procedure

4/2/1 The grievance procedure set forth in this Article shall be the exclusive procedure for the resolution of disputes regarding the validity of State actions with respect to wages, hours, benefits and conditions of employment under this agreement, unless waived by the express written agreement of the parties. This exclusive procedure replaces any other grievance procedure or appeal procedure for the redress of any disputes arising from the application and interpretation of this Agreement.

Section 3 Steps

4/3/1 Step One: Within seven (7) calendar days of receipt of the written grievance from the employee, group of employees or the Union, the First Assistant or designee shall schedule a conference with the employee and his/her representative to discuss the grievance and return a written answer within seven (7) calendar days of the conference. The parties may mutually agree to waive the grievance to Step Two.

4/3/2 Step Two: If dissatisfied with the answer in Step One, to be considered further, the grievance must be appealed to the Division Director or designee within seven (7) calendar days from receipt of the Step One answer. The management representative shall confer with the grievant(s) and the representative and attempt to resolve the grievance. A written answer shall be placed on the grievance following the conference by the management representative and returned to the employee within twenty-one (21) calendar days of the conference.

4/3/3 Arbitration: 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, except grievances involving discharge must be appealed to arbitration within fifteen (15) calendar days, or the grievance will be considered ineligible for appeal to arbitration. Appeals to arbitration must be in writing to the State of Wisconsin's Office of State Employment Relations, Bureau of Labor Relations, with a copy of the Second Step grievance attached to the appeal. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answer of the Employer without prejudice or precedent in the resolution of future grievances. The issue as stated on 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 issue at the hearing.

4/3/4 For the purpose of selecting an arbitrator, the parties will confer within a reasonable period from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an arbitrator within a reasonable period, the parties or party, acting jointly or separately, shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission.

4/3/5 Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one is requested by either party for the hearing, will be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party

for the hearing, will be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. Each of the parties shall bear the cost of their own witnesses except that state employees called as witnesses shall be in pay status and their pay shall not be taxed to either party where the arbitrator rules their testimony is relevant; however, the Employer is not required to pay any overtime or travel expense of any such witness.

4/3/6 On grievances where the arbitrability of the subject matter is an issue, the arbitrator shall determine the question of arbitrability prior to his/her hearing the merits of the grievance. The arbitrator shall only have the authority to determine compliance with the provisions of this Agreement.

4/3/7 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. The decision of the arbitrator will be final and binding on both parties to this Agreement.

Section 4 Time Limits

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

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

Section 5 Retroactivity

4/5/1 Disposition of a grievance may be retroactive as the equities of a particular case may demand. The maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step One.

4/5/2 Employees who voluntarily terminate their employment, other than by retirement, will have their grievances immediately withdrawn and may not benefit by any later disposition of any grievance.

Section 6 Grievance Representatives

4/6/1 The Union shall designate up to twenty-five (25) bargaining unit members as grievance representatives, taking into account, to the extent possible, geographical considerations. The Union shall notify the State Public Defender or designee, in writing, of the names of the designated grievance representatives within thirty (30) calendar days after the effective date of this Agreement.

4/6/2 The Union shall notify the State Public Defender or designee of any change to the list of designated grievance representatives within thirty (30) calendar days before the effective date of the change.

Section 7 Processing Grievances

4/7/1 The grievant and employee representatives will be permitted a reasonable amount of time to prepare and process a grievance at each step during their regularly scheduled hours of employment.

4/7/2 The Employer is not responsible for any travel or subsistence expenses incurred by grievants or representatives in the processing of grievances.

4/7/3 Whenever possible, grievance meetings shall be held at the employee's work location.

Section 8 Discipline

4/8/1 The parties recognize the authority of the Employer to reprimand, suspend, discharge or take other appropriate disciplinary action against an employee for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension, or discharge beginning with the Second Step of the grievance procedure. Appeals of all other discipline shall be filed at Step One of the grievance procedure.

4/8/2 The parties agree that no attorney may be disciplined solely based on failure to achieve caseload unless that attorney fails to achieve his/her assigned caseload in two (2) consecutive evaluation periods. This section does not diminish the Employer's right to assign or reassign cases or the Employer's right to utilization of other non-disciplinary processes to assist attorneys in achieving caseload.

4/8/3 An employee shall be entitled to the presence of a Union representative at an investigatory interview.

4/8/4 Prior to a pre-disciplinary ("Loudermill") meeting, the Employer will notify the employee of the subject matter of the meeting, including that it is a pre-disciplinary meeting. If the employee desires Union representation for the meeting, it is the responsibility of the employee to arrange for such representation. The Employer calling the meeting will make reasonable efforts, if necessary, to establish a mutually agreeable date for the meeting.

4/8/5 A copy of a disciplinary written reprimand, suspension or discharge letter(s) will be forwarded to the Union within ten (10) working days after the discipline is issued to the employee; however, failure to provide a copy of such a letter will not prevent the Employer from maintaining its discipline on the merits of just cause.

Section 9 Disciplinary Action by Wisconsin Supreme Court or Its Agents

A. General.

4/9/1 This Section applies to investigative and disciplinary actions by the Court or its agents with respect to any conduct by a state public defender attorney, whether or not the conduct is directly related to the duties of a state public defender attorney.

B. Notification of State Public Defender of Investigation or Discipline by Wisconsin Supreme Court or its Agents.

4/9/2 A state public defender attorney who is investigated by the Wisconsin Supreme Court or its Agents shall inform the Employer or designee of the investigation at the earliest possible time as allowed by the Court's rules and not later than the filing of charges by the Court or its agents. A state public defender attorney who is disciplined by the Court or its agents shall inform the Employer or designee of the disciplinary action at the time that the attorney is notified of the imposition of discipline, unless specifically prohibited by Court rule.

C. License Suspension.

4/9/3 If a state public defender attorney's license to practice law is suspended by the Wisconsin Supreme Court or its agents, the attorney shall be placed on unpaid leave of absence until such time as the attorney presents adequate evidence that the suspension has been completed and the license to practice law reinstated, unless the attorney has been discharged for just cause or is still on a disciplinary suspension for just cause. The suspended attorney may use appropriate accumulated paid leave to cover the period of unpaid leave that is not part of any discipline by the Employer. If the Court subsequently rules that the suspension was in error for which the state public defender attorney was not responsible, the Employer shall restore the employee's back pay, seniority and benefit levels for the period of the unpaid leave.

4/9/4 Any employment discipline by the Employer for a disciplinary action by the Court or its agents shall only be for just cause; however, unpaid leave status pending completion of a suspension of a license or reinstatement of a license after suspension shall not considered discipline and is not appealable to the grievance procedure.

D. License Revocation.

4/9/5 Revocation of the license to practice law will constitute grounds for summary discharge without appeal to the grievance procedure.

E. Reservation of Rights.

4/9/6 This Section shall not be construed as a waiver of the Employer's right to discipline attorneys for just cause for actions constituting the subject matter of proceedings in any other forum.

Section 10 Exclusion of Probationary Employees

4/10/1 The retention or release of employees during the first twelve (12) months of their employment with the Office of the State Public Defender, or during any other probationary period provided under this Agreement, or during any extension of probation, shall not be subject to the just cause standard nor are such actions subject to the grievance procedure.

4/10/2 If an employee is granted a leave of absence while the employee is serving a probationary period, the probationary period shall be extended by the length of the employee's leave of absence.

ARTICLE V

Wages

Section 1 Multiple Pay Adjustments

5/1/1 Unless otherwise specified in this Agreement, multiple pay adjustments with the same effective date will be applied in an order consistent with the order of pay adjustments for analogous personnel transactions in the classified service under s. ER 29.04, Wis. Adm. Code.

Section 2 Wage Adjustments

5/2/1 Employees Ineligible for a Wage Adjustment

A. Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a wage adjustment provided under another state employee labor agreement or compensation plan with an effective date of June 26, 2005, or later, will not be eligible for the general wage adjustment under 5/2/2/A.

5/2/2 A. First Fiscal Year (2005-2006)

Effective the first pay period following the effective date of the Agreement, the Employer will provide the following wage adjustments in the order set forth below, subject to the pay range maximum set forth in Appendix B./II., that takes effect on the same date:

1. Each eligible employee in pay status will receive a General Wage Adjustment of two percent (2.0%), subject to the pay range maximum. An employee who does not receive a 2% General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under Section 4, below.

B. Second Fiscal Year (2006-2007)

Effective June 25, 2006, the Employer will provide the following wage adjustments in the order set forth below, subject to the pay range maximum set forth in Appendix B./III., that takes effect on the same date:

1. Each eligible employee in pay status will receive a General Wage Adjustment of two percent (2.0%), subject to the pay range maximum. An employee who does not receive a two percent (2.0%) General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under Section 4, below.

2. Wage Structure Adjustment: Any employee in pay status whose pay rate is less than the new pay range minimum of $22.031 per hour shall receive a base pay increase to the rate of $22.031 per hour.

3. Market Adjustment: Employees in pay status shall receive a base pay increase based on their full years of adjusted continuous service as of June 25, 2006, according to the table below and subject to the pay range maximum. Employees whose increase is limited by the pay range maximum shall be eligible for a lump sum payment under Section 5, below.

Full Years of Service as of 6/25/06	Increase
0-4	$0.95/hr
5-14	$1.05/hr
15 or more	$0.98/hr

C. Second Fiscal Year (2006-2007) General Wage Adjustment Effective April 1, 2007

1. Effective April 1, 2007, each eligible employee in pay status will receive a General Wage Adjustment of two and one-quarter percent (2.25%), subject to the pay range maximum set forth in Appendix B./IV., that takes effect on the same date. An employee who does not receive a two and one-quarter percent (2.25%) General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under Section 4, below.

Section 3 Lump Sum Wage Payment to Compensate for Delay in FY 2005-2006 General Wage Adjustment under 5/2/2/A.

5/3/1 A. A lump sum wage payment will be paid to each eligible employee who receives a FY 2005-2006 general wage adjustment under 5/2/2/A., above. This lump sum wage payment will be the total hourly amount an employee receives as a FY 2005-2006 general wage adjustment, multiplied by all of the hours in pay status in the bargaining unit from June 26, 2005, to the effective date of the general wage adjustment. This lump sum wage payment will be paid in a separate check as soon after the effective date of the Agreement as is administratively feasible.

B. The following employees shall be eligible:

1. Employees who were at all times in the bargaining unit between June 26, 2005, and the implementation date of the FY 2005-2006 wage adjustments.

2. New state employees hired into the bargaining unit between June 26, 2005, and the implementation date of the FY 2005-2006 wage adjustments.

3. Employees hired into the bargaining unit from another certified state bargaining unit between June 26, 2005, and the implementation date of the FY 2005-2006 wage adjustments.

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

C. Any eligible employee who is on an unpaid leave of absence (LOA) as of the effective date of the FY 2005-2006 general wage adjustment will be granted the lump sum wage payment provided under A. above, subject to the following restrictions:

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

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

Section 4 FY 2005-2006 Annualized General Wage Adjustment Payments

5/4/1 A. On the effective date of the applicable General Wage Adjustment provided under Section 2, above, any employee, who is otherwise eligible for the General Wage Adjustment, will be granted an Annualized General Wage Adjustment Payment, as calculated in C., below, if any of the following conditions apply:

1. The employee did not receive a FY 2005-2006 General Wage Adjustment (2.0%) due solely to the pay range maximum limitation.

2. The employee did not receive the full FY 2005-2006 General Wage Adjustment (2.0%) because of the pay range maximum limitation.

3. The employee did not receive the June 25, 2006 General Wage Adjustment (2.0%) due solely to the pay range maximum limitation.

4. The employee did not receive the full June 25, 2006 General Wage Adjustment (2.0%) because of the pay range maximum limitation.

5. The employee did not receive the April 1, 2007 General Wage Adjustment (2.25%) due solely to the pay range maximum limitation.

6. The employee did not receive the full April 1, 2007 General Wage Adjustment (2.25%) because of the pay range maximum limitation.

B. The amount of the Annualized General Wage Adjustment Payment is subject to the following restrictions:

1. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./1., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the full General Wage Adjustment (2.0%).

2. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./2., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the difference between the full General Wage Adjustment (2.0%) and the partial General Wage Adjustment the employee actually received.

3. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./3., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the full General Wage Adjustment (2.0%).

4. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./4., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the difference between the full General Wage Adjustment (2.0%) and the partial General Wage Adjustment the employee actually received.

5. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./5., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the full General Wage Adjustment (2.25%).

6. For employees who qualify for an Annualized General Wage Adjustment Payment under the circumstances described in A./6., of this Section, the hourly amount used in calculating an Annualized General Wage Adjustment Payment will equal the difference between the full General Wage Adjustment (2.25%) and the partial General Wage Adjustment the employee actually received.

C. Annualized General Wage Adjustment Payments will be calculated by multiplying the hourly amount determined to be appropriate for the employee in accordance with B./1. through B./6. above, multiplied by 2088, except that for B./5. and B./6. the hourly amount shall be multiplied by 480. For permanent part-time employees, Annualized General Wage Adjustment Payments will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on the effective date of the General Wage Adjustment.

D. Any employee who is on an approved unpaid leave of absence (LOA) as of the effective date of a General Wage Adjustment and who qualifies for the Annualized General Wage Adjustment Payment will be granted such payment, subject to the following restrictions:

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

2. The employee will not receive an Annualized General Wage Adjustment Payment until he or she returns to pay status in a position in the bargaining unit.

Section 5 Market Adjustment Lump Sum Payment

5/5/1 A. Employees who receive no Market Adjustment under 5/2/2/B./3., or less than the full Market Adjustment specified due to the pay range maximum limitation, shall receive a lump sum payment equal to the difference between the hourly base pay increase they could have received if not for the pay range maximum limitation, and the amount they actually received, multiplied by 2088 hours. This lump sum payment will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on the effective date of the Market Adjustment.

B. Any employee who is on an approved unpaid leave of absence (LOA) as of the effective date of the Market Adjustment under 5/2/2/B./3. and who qualifies for the Market Adjustment lump sum payment will be granted such payment, subject to the following restrictions:

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

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

Section 6 Sunday Court Intake

5/6/1 Compensation for Sunday court duty will be made, notwithstanding Article VII, Section 1, only in those counties where the following conditions are met. The county, chief judge or higher judicial authority must have established a regular, continuing Sunday intake court; and the employee must be specifically

assigned to process and/or represent persons brought to the court on that Sunday. The employee will be compensated at straight time for hours assigned and worked, up to eight (8) hours for the day. This provision will not include any compensation for other duties related to the work of an Assistant State Public Defender.

5/6/2 The OSPD shall make available to eligible members of the bargaining unit the opportunity to process and/or represent persons brought before the Sunday intake court prior to employing nonmembers. Eligible members are defined as bargaining unit members who would travel fifty (50) miles or less each way. Eligible employees will notify the Trial Division Director of their interest in Sunday intake court. The OSPD will develop a seniority list of interested eligible employees and offer annually Sunday intake days on a rotating seniority basis. Employees will choose the two dates that they are interested in working Sunday court intake by rotating seniority.

Section 7 Hiring Above Minimum

5/7/1 In the event the Employer uses Hiring Above the Minimum (HAM) for recruitment, OSER will notify the Union before implementation.

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

ARTICLE VI

Employee Benefits

Section 1 Health Insurance

6/1/1 The health care benefits offered under the Standard Plan and all compensable alternative plans will be comparable. The alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are deemed comparable in benefit levels and will be considered as examples of comparability.

6/1/2 Qualifying health insurance plans will be determined in accordance with the standards established by the group insurance board.

6/1/3 Subject to 6/1/6 below, the Employer shall pay fifty percent (50%) of the above listed contribution amounts for insured employees in positions defined under s. 230.215 (3)(c), Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year and are eligible for benefits under s. 40.02 (25), Wis. Stats.

6/1/4 Effective with premiums due for coverage beginning January 1, 2004, the provisions of 6/1/2 above, and 6/1/5 below, will be discontinued and 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 2006 through December 2006		Employee Monthly Contribution Effective January 2007 through December 2007	
	Single	Family	Single	Family
Tier 1	$22.00	$55.00	$27.00	$68.00
Tier 2	$50.00	$125.00	$60.00	$150.00
Tier 3	$100.00	$250.00	$143.00	$358.00

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

6/1/5 Until implementation of the three-tier health insurance model under 6/1/4 above, the Employer shall continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

6/1/6 Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 6/1/4 above, the provisions of 6/1/3 above, will cease and the Employer agrees to pay fifty percent (50%) of the total monthly premium amounts for insured employees in permanent part time or project

positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

6/1/7 An employee who is laid off or on approved leave of absence without pay may continue his/her group health insurance and dental insurance, if dental insurance is provided, for a period not to exceed thirty six (36) calendar months while on layoff status or leave without pay status provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Section 2 Dental Insurance Deduction

6/2/1 The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

Section 3 Life Insurance

6/3/1 A. The Employer shall continue in effect substantially the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

6/3/2 B. The Employer shall continue in effect substantially the present administration of the Group Life Insurance Plan provided under the provisions of Chapter 40, Wis. Stats.

6/3/3 C. The Employer shall pay the difference between the employee contribution and total premium.

Section 4 Income Continuation Insurance

6/4/1 The Employer shall 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 Employee Funded Reimbursement Account (ERA)

6/5/1 All bargaining unit employees shall have the opportunity to participate in the Employee Funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

Section 6 Sick Leave

6/6/1 A. Sick leave shall be provided as follows:

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

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

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

6/6/2 B. Use of Sick Leave.

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

a. which require the employee's confinement; or

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

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

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

3. 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 spouse, parents, step parents, grandparents, foster parents,

children, step children, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, aunts, uncles, sons-in-law, daughters-in-law, spouse equivalent, and other relatives of the employee or spouse residing in the household of the employee.

b. Use of accrued sick leave will normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days.

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

5. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph 3 above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) work days for any one (1) illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained.

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

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

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

6/6/3 C. Sick Leave Conversion Credits Upon Retirement.

1. The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave will be converted at current value and credited to the employee's account. The

conversion credits once recorded will be used on behalf of the employee or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

6/6/4 2. Supplemental Health Insurance Conversion Credits Upon Retirement, Death or Layoff.

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or who are laid off from the service or for the surviving insured dependents of permanent employees who die while in the service or while laid off under the following conditions:

a. The credits will be based upon an employee's full number of years of adjusted continuous service on the date of retirement, death or layoff.

b. The credits will be calculated based on the employee's sick leave balance on the date of retirement, death or layoff.

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

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

e. Employees who have earned part of their adjusted continuous service while in protective occupation status will have their credits prorated in accordance with these provisions:

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

2) If, at the time of retirement, death or layoff, the employee has adjusted continuous service of over twenty-four (24) years, determine the proration based on the first twenty-four (24) years of service and then add one hundred and four (104) hours for each year of adjusted continuous service over twenty-four (24) years.

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

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

h. Credits granted to laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee accepts any other employment that offers a comparable health insurance plan as defined in 10/6/1 or 5 yeas have elapsed from the date of layoff, whichever occurs first.

i. Access to these credits for payment of post-retirement health insurance premiums will occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) under Section 6/6/3 have been exhausted.

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

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

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

6/6/5 D. Restoration of Sick Leave.

1. Separation from the service by resignation or for cause will cancel all unused accumulated sick leave. However, when a person who has completed his/her original twelve (12) month probationary period resigns prior to July 5, 1998, any unused accumulated sick leave will remain on record and be restored if the person is rehired within the bargaining unit within three (3) years.

2. When a person who has completed his/her original twelve (12) month probationary period resigns on or after July 5, 1998, any unused accumulated sick leave will be remain on record and be restored if the person is rehired within the bargaining unit within five (5) years.

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

6/6/7 F. 1. Under this Agreement, an employee who is eligible for benefits under s. 40.63, Wis. Stats., as a result of a work-related injury or disease will be eligible to convert accumulated unused sick leave at the employee's then current basic rate to credit for payment for health insurance premiums.

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

6/6/8 G. The employee may elect to delay conversion of his/her sick leave credits for a period of up to five (5) years after the date of retirement, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's hourly rate at the time of retirement.

Section 7 Annual Vacation Leave

6/7/1 A. A formal annual paid leave of absence plan (vacation) shall be provided as set forth below.

6/7/2 B. Employees will begin earning annual vacation leave on their first day in pay status. Employees will be granted noncumulative annual vacation leave based on their seniority date as follows:

1. Regular Employees.

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

2. Part Time Employees.

Employees who are not LTEs and who are employed less than forty (40) hours per week on a continuing basis will be granted pro rata vacation leave consistent with par. 1.

6/7/3 C. Annual vacation leave will be computed as follows:

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

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

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

6/7/4 D. Employees who earn less than one hundred and sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred and twenty (520) hours of sick leave at the end of the “B” pay period in October may, at the employee’s option, elect to receive forty (40) hours or prorated portion thereof of annual leave under one of the following options each year:

1. As annual leave during the year earned.

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

6/7/5 E. Employees eligible for one hundred and sixty (160) or one hundred and seventy six (176) hours annual vacation leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

6/7/6 F. Employees eligible for two hundred (200) hours annual vacation leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

2. As annual vacation leave during the year earned.

3. As credit for termination leave.

4. As accumulated sabbatical leave.

6/7/7 G. Employees eligible for two hundred sixteen (216) hours annual vacation leave each year may, at their option, elect to receive one hundred twenty (120) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

2. As annual vacation leave during the year earned.

3. As credit for termination leave.

4. As accumulated sabbatical leave.

6/7/8 H. Vacation Scheduling

1. In scheduling vacation, the choice of time and amounts within the work unit will be governed by seniority as defined in Article IX. The parties recognize that the Office of the State Public Defender has the right to

determine the number of employees within the work unit that may be on vacation at any given time; however, vacations will be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Office of the State Public Defender will make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies.

2. Any vacation earned by an assistant state public defender attorney of forty (40) hours or less which is not used within the calendar year in which it was earned may be automatically carried over to December 31 of the following year without written authorization.

3. If an assistant state public defender attorney makes a request to the Office of the State Public Defender that some or all of the hours in excess of forty (40) hours be carried over, and if the OSPD agrees, then the OSPD may authorize those hours in addition to forty (40) hours be carried over until December 31 of the succeeding year.

4. In the event the Office of the State Public Defender finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

5. Carried over vacation time must be used before any other vacation leave time or personal holiday time. Any hours that are carried over that are not used before December 31 of the succeeding year will then lapse permanently.

6/7/9 I. Should an employee become ill or injured immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article VI, Section 5, commencing with the date he/she informs the Office of the State Public Defender.

6/7/10 J. Within the basic framework provided above, the implementation and application of the provisions of this Section and all other aspects of vacation scheduling will be determined by local management.

Section 8 Scheduling and Use of Sabbatical Leave

6/8/1 Sabbatical leave means using leave accrued in a sabbatical account. Region means the Milwaukee appellate office, Madison Appellate office, or any region within the Trial division.

6/8/2 In scheduling sabbatical leave, the choice of time and amounts within the region will be governed by seniority as defined in 9/2/1, except as provided in 6/8/4. The parties recognize that the Office of the State Public Defender has the right to determine the number of employees within the region that may be on leave of any kind at any given time; however, sabbatical leave will be granted at times and in amounts most desired by employees whenever operations permit. Once sabbatical leaves have been scheduled, the Office of the State Public Defender will make changes in employee sabbatical leave schedules only to meet unanticipated staff shortages or emergencies.

6/8/3 Except as provided in 6/8/4, all requests for sabbatical leave which are accompanied by a request for a reduction in casework requirements shall be forwarded to the Division Director by May 1st of the fiscal year preceding the proposed leave. The Division Director will notify the employee requesting sabbatical leave whether the leave is approved as proposed, approved as modified, or denied by June 1st. Requests for sabbatical leave made after May 1st of the fiscal year preceding the proposed leave will be considered on a case-by-case basis. Reduction in casework requirements will be granted in a fair and equitable manner to all bargaining unit employees who have made requests for sabbatical leave under this section.

6/8/4 Requests to use sabbatical leave for an approved medical, family or hardship leave may be made at any time.

Section 9 Leaves of Absence Without Pay

A. Leaves of Absence

6/9/1 1. Employees upon request may be granted leaves without pay at the sole discretion of the Office of the State Public Defender for any reason for a period of up to, but not exceeding, one (1) year, except as provided in paragraphs 2., 3., and 4.

6/9/2 2. Employees will be granted a parental leave of absence without pay for childbirth or adoption or for child care after birth or adoption of children:

a. The employee will submit written notification to his/her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves will 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, parental leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case will the total period of leave exceed twelve (12) months.

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

c. Except as provided under sick leave provisions of this Agreement, all periods of leave related to childbirth or adoption will be leaves of absence without pay.

6/9/3 3. Military Leave

a. Whenever an employee enters into the active military service of the United States, the employee will be granted a military leave without pay in the same manner as that accorded to classified employees under s. 230.32 (1), (2) and (3), Wis. Stats., and applicable federal statutes.

b. For purposes of administering this provision only, the term "assistant state public defender attorney" will be considered substituted for the term "classified employee" wherever it appears in s. 230.32 (1)-(3), Wis. Stats. The term "unclassified service" will be considered substituted for "classified service". The term "probationary" will have the same meaning as provided in this contract under Article IV, Section 10. The term "permanent status in class" will refer to employees no longer in probationary status.

6/9/4 4. The Employer shall make reasonable efforts to grant a medical leave of absence, without pay, up to a maximum of six (6) months. When an employee is eligible for entitlements under applicable state or federal statutes, the time off granted under such acts shall run concurrently with leave under this section. Approval of the leave is dependent upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Employees wishing to return to work before their leave of absence has expired and who provide medical verification of their ability to return to work may, with the Employer's approval, return to work upon two (2) weeks written notice to their Employer. Denials of requests for leave without pay under this section shall not be arbitrary or capricious.

B. Return from Leave

6/9/5 The employee shall have the following rights upon his/her return from any of the above approved leaves without pay:

1. The employee will be returned to his/her position or one of like nature in the bargaining unit (taking into account geographical considerations) without loss of state or SPD Attorney seniority.

2. Employees may return to work prior to the expiration of a leave of absence only upon the express approval of the Office of the State Public Defender and upon notification to the OSPD at least fourteen (14) calendar days in advance of the desired date of return.

3. The employee will receive a base pay rate calculated as if the employee were restored to a position in the classified service under ER 29.03 (7), Wis. Adm. Code.

6/9/6 C. The Employer agrees to abide by the Wisconsin Family and Medical Leave Act, s. 103.10, Wis. Stats., and the Federal Family and Medical Leave Act of 1993 or as amended.

Section 10 Leaves of Absence With Pay Due to Injury Under Special Conditions

6/10/1 Sections 230.36(1)(2) and (3), Wis. Stats. are hereby adopted by reference subject to the conditions and limitations set forth herein.

6/10/2 Injured employees who meet the qualifying provisions of s. 230.36, Wis. Stats., may be granted a leave of absence for up to 6 (six) months from the date of injury.

6/10/3 Application for a leave of absence under this Section will be made by the employee or his or her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Employer, the time limit for application for benefits may be waived. The application will contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based and must be accompanied by medical proof of the injury.

6/10/4 Within fourteen (14) calendar days after receipt of the claim, the appointing authority will notify the employee of his/her decision to authorize or deny the leave of absence.

6/10/5 An employee denied a leave of absence under this Section may, within fourteen (14) calendar days, file an appeal at the Third Step of the grievance procedure as provided under Article IV of this Agreement.

6/10/6 Employees whose leave of absence is approved under this Section will be entitled to full base pay plus any unitwide pay increases and personal holidays. Such leave with pay will be based on medical and other proof of the injury and the continuing disability of the employee. In the event that the employee is able to return to work but further medical treatment is required for the sustained injury, leaves of absence may be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery and provided it is not more than six (6) months from the date of injury.

6/10/7 An employee on approved leave with pay under this Section will be denied the following benefits while remaining in nonwork status: accrual of vacation credits for the period of absence; time off for legal holidays which occur during the period of absence; and the accrual of sick leave during the period of absence. Vacation and holiday credits earned prior to the date of injury may be carried over for a period of twelve (12) months from the date of injury, at which time unused credits will lapse. Personal holidays will lapse if the employee does not return to work by the end of the calendar year.

6/10/8 Concurrent benefits: except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to worker's compensation, under no circumstances will an employee receive more than his or her basic rate of pay for the job in which he or she was performing at the time of injury.

6/10/9 Employees requesting leave and while on leave with pay will 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) will be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and date of such return will 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 will constitute ground for disciplinary action and/or termination of a leave of absence under this Section.

Section 11 Military Service

A. Annual Field Training

6/11/1 1. Employees who have completed the first six (6) months of their original twelve (12) month probationary period 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, will be granted a leave of absence without loss of pay not to exceed thirty (30) scheduled work days in any calendar year. During this leave, each employee will receive his/her base state pay less the base military pay received for and identified with such attendance but such reduction will not be more than the base state pay. Such leave will be provided to enable employees to attend military schools and annual field training or annual active duty of training and any other federal tours of active duty which have been duly ordered and held. Such paid leave will not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of less than three (3) consecutive days. Employees will notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

6/11/2 2. The amount of authorized pay will be determined by the number of scheduled work days within the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

B. Public Emergencies:

6/11/3 Employees who have completed the first six (6) months of their original twelve (12) month probationary period and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called into State active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies, may elect to receive pay from the State pursuant to s. 20.465(1) (c) Wis. Stats., in an amount equal to his or her base State salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

6/11/4 C. 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 will be considered uninterrupted by such attendance.

6/11/5 D. Employees who are called for a preinduction physical for the military service will be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

6/11/6 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 6/9/3, under 6/11/1, under s. 230.35(3), Wis. Stats., or under rules promulgated by the office of state employment relations.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 6/11/1 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 6/11/1.

2. The governor, by executive order, may extend the period that an employee receives the pay and benefits under 1., above, up to a period of two (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.

6/11/7 If an employee who is eligible to receive the pay and benefits authorized under 6/11/6 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 6/11/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 12 Jury Duty

6/12/1 Employees who are summoned for grand jury or petit jury service shall be provided leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee will report back to work unless authorized by the appointing authority to be absent from his/her work assignment.

Section 13 Inclement Weather

6/13/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather, such as a severe storm, may be allowed to work up to eight (8) hours within the pay period or the following pay period to make up for lost time as directed by management. When the Employer directs the employees to leave the worksite, the employee will continue to receive normal pay for that day only.

Section 14 Retirement

6/14/1 The Employer shall 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.

6/14/2 For the duration of this Agreement, the Employer will contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

6/14/3 Effective July 1, 1986, the Employer will pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

6/14/4 Effective June 9, 1996, the Employer will pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 15 Holidays

A. Holidays

6/15/1 1. Full time employees shall be provided the following paid holidays of eight (8) hours each:

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

6/15/2 2. To qualify for any paid holiday, employees must work or be in pay status on the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday.

6/15/3 3. If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees will be compensated at the regular rate for the holiday in cash or holiday time off at the discretion of the Office of the State Public Defender.

6/15/4 4. Employees shall be provided three and one half (3 1/2) non-cumulative personal holidays in each calendar year to all employees, plus one (1) additional paid personal holiday each calendar year, effective year 2004, in recognition of Veterans Day. All employees not satisfactorily completing the first six (6) months of their original twelve (12) month probationary period will earn only the annual proration of their personal holidays. Qualified employees may take these three and one half (3 1/2) holidays at any time during the calendar year provided the days selected by the employee have the prior approval of the Office of the State Public Defender.

6/15/5 5. Under the provisions of 1., 3. and 4., above, permanent part time employees will have all holidays prorated. The proration will be based upon the projection of the percent of full time the employee is to be employed on a yearly basis (2088 hours).

B. Holiday Compensation.

6/15/6 1. When employees are specifically directed by the Employer to work on a holiday provided in 6/13/1, above, such employees will be compensated at the rate of time and one-half for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. Such compensation shall be made in holiday time off or cash payments, or any combination thereof, at the discretion of the Employer.

6/15/7 2. Holiday time off due an employee for work on a holiday, or when a holiday falls on an employee's regularly scheduled day off, will be added to vacation credits and will be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling.

Section 16 Administration of Worker's Compensation Benefits

6/16/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the appointing authority will make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

6/16/2 In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary disability as specified in the Worker's Compensation Act, the Employer shall continue to pay its share of the Health Insurance premium as provided in Article VI, Section 1 for the period of the temporary total disability.

6/16/3 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 VI, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

Section 17 Rehire

6/17/1 A. Upon rehire within three (3) years of separation, an assistant state public defender attorney who has completed the original twelve (12) month probationary period and has voluntarily separated from employment prior to July 5, 1998 will receive a base pay rate calculated as if the employee were reinstated to a position in the classified service under s. ER 29.03(6), Wis. Adm. Code.

B. Upon rehire within five (5) years of separation, an assistant state public defender attorney who has completed the original twelve (12) month probationary period and has voluntarily separated from employment on or after July 5, 1998 will receive a base pay rate calculated as if the employee were reinstated to a position in the classified service under s. ER 29.03(6), Wis. Adm. Code.

C. Upon rehire under this Section, the Office of the State Public Defender, within its discretion, may require a probationary period of up to ninety (90) days. The retention or release of an employee during this ninety (90) day period will not be subject to the just cause standard nor the grievance and arbitration procedure.

Section 18 Reimbursement for Travel and Lodging

6/18/1 The provisions of ss. 16.53 and 20.916, Wis. Stats., shall apply to the reimbursement of state employees for expenses incurred while traveling on state business.

6/18/2 Employees covered by this Agreement shall receive any additional increase in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

Section 19 Catastrophic Leave

6/19/1 This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

6/19/2 Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

6/19/3 A joint committee composed of equal representation of Union, and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One (1) representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

6/19/4 Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for purposes of this provision means any state employee having access to a Catastrophic Leave Program, excluding employees in positions under s. 230.08(cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board, and elected officials.

6/19/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with the provisions of this section, the committee will have final decision-making authority. Applicants may request a review of denials before this committee.

6/19/6 Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

6/19/7 The local union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s), upon request.

6/19/8 To be an eligible recipient, an employee:

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

B. Must be on approved unpaid leave of absence.

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

D. Must be absent due to a catastrophic illness or disability of the employee or a member of the employee's immediate family (as defined in 6/6/2/B./3./a. of the Agreement) for which medical documentation is provided.

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

F. Must not be receiving other salary replacement benefits.

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

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

I. Must remain a state employee.

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

6/19/9 To be an eligible donor, an employee:

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

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

C. Must remain a state employee.

6/19/10 It is understood that nothing in this Section requires either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

6/19/11 It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

Section 20 Professional Development

6/20/1 The Employer will provide in-house training for employees to meet the minimum required continuing legal education (CLE) credits. If the Employer excuses an employee from attending, the Employer will grant leave without loss of pay for the sole purpose of meeting these requirements.

6/20/2 If an employee is excused from attending the training in 6/18/1, the employee will have the discretion to choose the type of continuing legal education contingent upon the approval of the Employer. Approval of the choice will not be unreasonably withheld. Scheduling for this leave will be contingent on the Employer's operational needs.

6/20/3 Employees may be granted up to a total of four (4) days off without loss of pay each fiscal year to attend the State of Wisconsin Summer and Mid-Winter Bar Association meetings or to participate meaningfully in other legitimate state or local bar association activities, except where operational needs would not permit attendance.

6/20/4 Except where Employer directed, all travel lodging tuition and related expenses for continuing legal education or professional association meetings will be the responsibility of the employee. The Employer may, at its sole discretion, pay some or all of the cost of attendance.

6/20/5 Employees may be permitted to attend additional professional meetings, institutes, seminars, and workshops, at the sole discretion of the Employer. Such attendance will be without loss of pay, and payment of some or all of the cost of attendance may be authorized.

Section 21 Whistleblower

6/21/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee's protection on disclosure of information, commonly known as the "whistleblower" law.

Section 22 Commuter Benefits Program

6/22/1 All bargaining unit employees shall have the opportunity to participate in the Commuter Benefits Program as administered by the Department of Employee Trust Funds under the provisions of Chapter 40, Wis. Stats.

ARTICLE VII

HOURS OF WORK

Section 1 General

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

Section 2 Hours of Work

7/2/1 Hours of work are defined as those hours of the day, days of the week for which the employees are required to fulfill the responsibilities of their professional positions.

Section 3 Professional Time

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

7/3/2 Use of professional time as requested in these situations will require approval by the appropriate supervisor who may grant requests giving consideration to program needs, the recognition that a professional employee usually works not less than an average of forty (40) hours per week, that the concept of professional time need not be approved on an hour for hour basis for extra work performed beyond the usual work hours, and the fact that a professional employee has a degree of job responsibility and flexibility neither assumed nor granted to other categories of employees. The supervisor's approval may be for a single occurrence or for the continuing use of professional time as determined by the supervisor. The approval and use of professional time will not be unreasonably denied by the Employer.

Section 4 Alternative Work Patterns

7/4/1 The State of Wisconsin as an Employer has recognized the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer acknowledges the public policy criteria expressed in s. 230.215(1), Wis. Stats., supporting the development and implementation of alternative work patterns in appropriate work environments, balanced by due consideration for the operations of the Office of the State Public Defender and the needs and convenience of the public and clients served by the OSPD. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

ARTICLE VIII

WORK RULES

Section 1 Definition

8/1/1 "Work rules" means, and are limited to, limitations and requirements established by the Employer within its discretion that regulate the personal conduct of its employees as that conduct relates to the fulfillment of their work duties and responsibilities.

Section 2 Establishing Work Rules

8/2/1 The Union recognizes the right of the Employer to establish reasonable work rules pursuant to s. 111.90(2), Wis. Stats. Work rules shall not conflict with the provisions contained in the Rules of Professional Conduct for Attorneys.

8/2/2 Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union fifteen (15) days, where possible, prior to the effective date of the rule(s). Upon request by the Union, the Employer will make a reasonable effort to meet with a Union representative to discuss the new or amended work rules prior to implementation.

Section 3 Applying Work Rules

8/3/1 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. A work rule that is clearly and directly in conflict with any specific and express provision of this Agreement is superseded by such provision of the Agreement.

Section 4 Removing Letters of Discipline from Official Personnel Files

8/4/1 Upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions three (3) years after being issued, provided the employee has received no discipline since the written reprimand or suspension, and the discipline was not for misconduct for which the employee has been disciplined by the Board of Attorneys Professional Responsibility or the Supreme Court.

8/4/2 In the case of discipline for misconduct for which the employee has been disciplined by the Board of Attorneys Professional Responsibility or the Supreme Court, an employee may request removal from their official personnel file of written reprimands three (3) years after being issued, and suspensions five (5) years after being issued, provided the employee has received no discipline since the written reprimand or suspension.

8/4/3 A letter of discipline that is not removed from an employee's personnel file as provided in 8/4/1 may not be used as a progressive step in discipline, but it may be used for other purposes including, but not limited to, issues of credibility; or a demonstration of an employee's notice, knowledge or understanding of work rules; or a demonstration of an employee's notice, knowledge or understanding of expectations regarding performance and conduct.

Section 5 Official Personnel Files

8/5/1 Upon written request of the OSPD, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

8/5/2 A copy of any material placed in an employee's official personnel file which may affect his/her job performance evaluation or discipline shall be presented to the employee at the time it is placed in the official personnel file. Material which has not been submitted to the employee pursuant to this Section may not be utilized adversely to the employee in any performance evaluation or disciplinary action unless such material is a matter of public record.

ARTICLE IX

SENIORITY

Section 1 Definition – Seniority in State Service

9/1/1 Seniority in state service for employees hired after the effective date of this Agreement is determined by the original date of employment with the state of Wisconsin. Seniority in state service for existing bargaining unit employees will be their seniority date as of the effective date of this Agreement. Seniority in state service for existing state employees who become members of this bargaining unit during the term of this Agreement will be their adjusted continuous service date as of the time they become members of the bargaining unit.

9/1/2 After the effective date of this Agreement, when the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority in state service of employees who become bargaining unit members as a result of this change of responsibility will be their adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility, unless otherwise provided by law.

Section 2 Definition – SPD Attorney Seniority

9/2/1 SPD Attorney seniority shall be defined as the date an employee became employed as an attorney with the Office of the State Public Defender, including all time employed as an attorney supervisor, attorney manager or attorney administrator within the agency.

Section 3 General

9/3/1 Seniority in state service and SPD Attorney seniority as established in Sections 1 and 2, above, will be adjusted only where the employee is separated from state service, as follows:

A. Where an employee is laid off and recalled from layoff within five (5) years thereof, he/she shall retain his/her seniority in state service and SPD Attorney seniority.

B. If an employee resigns and is rehired within the time period provided under Article VI, Section 17, his/her new seniority in state service and SPD Attorney seniority will be adjusted to a new and later date which gives no credit for the period during which he/she was not an employee of the state.

C. If an employee resigns and takes a position in state service outside of the Office of the State Public Defender and is then rehired within the time period provided under Article VI, Section 17, his/her new SPD Attorney seniority will be adjusted to a new and later date which gives no credit for any period during which he/she was not an employee of the Office of the State Public Defender.

9/3/2 In the event two (2) employees have the same seniority date, seniority of the one as against the other shall be determined by age, with the oldest considered having the greatest seniority.

Section 4 Seniority Information

9/4/1 The Office of State Public Defender shall maintain a seniority list of employees of the agency and shall make this list available to Association representatives or employees upon request.

ARTICLE X

LAYOFF PROCEDURES

Section 1 Application of Layoff

10/1/1 The Union recognizes the right of the Employer to layoff employees in accordance with the procedures set forth in this Article.

10/1/2 Preparation for a Layoff. The following general procedures shall apply in preparation for a layoff:

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

B. Limited-term employees doing the work of staff attorneys and employees serving an original probationary period shall be terminated prior to laying off bargaining unit employee.

C. All employees in the bargaining unit shall be ranked by SPD Attorney seniority, as defined in Article IX, Section 2, of this Agreement.

10/1/3 Determination of Layoff. The following procedures shall apply in implementing a layoff:

A. Employees shall be laid off by SPD Attorney seniority with the employee with the least amount of SPD Attorney seniority as defined in Article IX, Section 2, laid off first.

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

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

Section 2 Recall

10/2/1 When a vacancy is to be filled, the laid-off employees shall be recalled according to SPD Attorney seniority, with the most senior employee recalled first. The employee's right to such recall shall last for a period of five (5) years from the date of layoff.

10/2/2 Employees are responsible for keeping the Employer notified of their current address and phone numbers. The Employer will make a reasonable effort to notify employees being considered for recall. Telephone contacts will be confirmed by the Employer by certified mail, return receipt requested. If the Employer is unable to contact the employee by telephone, notice of recall will be sent by certified mail, return receipt requested. In the event the Employer is unable to contact the employee within ten (10) workdays, or the employee fails to be available for work within ten (10) work days after being informed of the recall, the employee will forfeit any further recall rights for the vacancy being considered. The Employer may extend the preceding time limits. The Employer's obligation for recall will also be terminated if the employee is re-employed in a SPD Attorney position, or if the employee declines or fails to respond to a reasonable offer of re-employment elsewhere in the Office of the State Public Defender.

10/2/3 On a case-by-case basic, by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to recall.

10/2/4 The base pay of an employee who is recalled shall be a rate equal to the last rate the employee received in the position from which laid off plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff. When an adjustment is discretionary, such adjustment shall be limited to the amount that would have been generated by the employee.

Section 3 Reasonable Offer

10/3/1 A reasonable offer of re-employment is an offer to fill a vacancy under the following conditions:

A. the permanent position is that of an attorney in the agency;

B. the vacancy is in an office that is less than forty (40) miles from the employee's home unless the employee's offices prior to his/her layoff were at a greater distance from his/her home, in which case a job offer will be reasonable if the offices of the position offered is no further from the employee's home than was the distance of the previous offices, and

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

D. the offer is not conditioned upon a requirement for a probationary period.

Section 4 Relocation Expenses

10/4/1 When an employee is reassigned to a different office and the Employer determines that the reassignment requires a change in location of the employee's residence, the Employer shall pay moving expenses consistent with s. 20.917, Wis. Stats.

Section 5 Definition of Vacancy

10/5/1 For the purposes of this Article, a vacancy exists when:

A. the State Public Defender decides to fill a new position, or

B. the State Public Defender decides to fill an existing position in the bargaining unit that is available to be filled as a result of a personnel transaction; and

C. there is not accepted offer of employment for the vacancy at the time of the notice of layoff.

Section 6 Layoff Benefits

10/6/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, including any supplemental health insurance conversion credits available under 6/6/4, 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 unavailability, including the acceptance of any other employment, whichever comes first. Acceptance of "other employment' is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1) Wis. Stats. At the time of reinstatement or recall, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

ARTICLE XI

HEALTH, SAFETY AND MISCELLANEOUS

Section 1 Discrimination

11/1/1 The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, gender, creed, color, marital status, national origin, sexual orientation, arrest or conviction record, Union or non-Union affiliation, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state or use or non-use of lawful products off the Employer's premises during non-working hours.

Section 2 Americans with Disabilities Act

11/2/1 This Agreement will be interpreted and applied in a manner consistent with the Americans with Disabilities Act or as amended.

Section 3 Buildings

11/3/1 The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the Department of Commerce, Division of Safety and Buildings. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the rules and regulations of the Department of Commerce, Division of Safety and Buildings.

Section 4 Outside Employment

11/4/1 The OSPD will permit an attorney covered by this Agreement to engage in the private practice of law outside the agency attorney's state employment, subject to the following conditions set forth below.

11/4/2 Any intention by such an attorney to practice law outside the attorney's agency employment (including single transactions or ongoing practice) must first be submitted to the First Assistant and Division Director for approval. The agency may prohibit or regulate the outside practice of law by an attorney, or all attorneys, employed by the Agency if it determines that there is a reasonable basis for a concern about a conflict of interest or the potential for conflict of interest with the Agency's mission, goals, operations or efficiency, or the time commitment of the attorney to the Agency.

11/4/3 An attorney who receives approval to engage in an outside practice of law will be subject to whatever limitations are placed on the attorney by the Agency to protect the Agency with respect to its concern for a conflict of interest or potential for conflict of interest. In no event, however, will an attorney

approved for outside practice conduct that practice on state time or in state facilities, or utilize state equipment or personnel, including, but not limited to offices, Internet search engines, law libraries, telephones, FAX, electronic mail, word-processing equipment, photocopying equipment and support staff.

11/4/4 An attorney who receives approval to engage in an outside practice of law will be personally responsible for ensuring that he/she complies with all the applicable rules of the Wisconsin State Bar Association, the Wisconsin Supreme Court, and Chapter 757, Wis. Stats., concerning the private practice of law.

11/4/5 An attorney who receives approval to engage in an outside practice of law will be responsible for any conflicts of interest or the reasonable appearance of a conflict of interest that in fact occur in the attorney's outside practice, and will be subject to discipline, up to and including discharge, if such conflict or reasonable appearance of a conflict occurs, notwithstanding approval of the outside practice by the Agency.

11/4/6 As part of the attorney's request for approval to engage in the outside practice of law, the attorney must acknowledge in writing that his/her private practice is not covered by the State Risk Management Fund and that if the attorney decides to obtain malpractice insurance, he/she will be personally responsible for paying all the costs for such malpractice insurance.

11/4/7 Approval to engage in the outside practice of law shall not be unreasonably denied.

11/4/8 An employee shall be allowed to engage in outside employment which does not consist of the practice of law. The time commitment for the outside employment shall not interfere with the employee's job at OSPD. The employee shall provide notice of the outside employment to management.

11/4/9 Outside employment in the following are positions of conflict and will not be approved: District Attorney's Office, Corporate Counsel, City Attorney, Attorney General, any prosecutorial office, law enforcement agency and security or loss prevention company.

Section 5 Employee Health and Safety

11/5/1 The Employer will 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.

11/5/2 The parties to this Agreement agree to promote effort being made in the area of improvement of the safety and health of 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 employees.

11/5/3 Whenever the Employer requires an employee to submit to physical examination, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests or inoculations/immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests or inoculations/immunizations may be considered for reassignment.

Section 6 Damaged Clothing

11/6/1 The Employer agrees to pay the cost of repairing or replacing watches, eyeglasses or articles of clothing damaged in the line of duty, where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed one hundred dollars ($100.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy-five dollars ($75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is twenty-five dollars ($25.00) or less.

ARTICLE XII

LABOR-MANAGEMENT PEACE AND STABILITY

Section 1 No Strike or Lockout

12/1/1 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.

12/1/2 Neither the Union, its officers, agents, nor representatives or Union members, individually, collectively or in sympathy with other units of this or other Employers, 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, without limitation, 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; or

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.

12/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union will immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union will publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action will be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement and may be enforced only by the ordinary processes of law.

12/1/4 Neither the Employer, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout. If a lockout does, in fact, occur, all affected employees will be paid for such period of time at their regular rate of pay for time lost from work due to the lockout.

Section 2 Disputes

12/2/1 In the event a dispute arises between the parties of this Agreement 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 ("job action"), or in the event of whether the Employer has locked out employees, such disputes will be settled in arbitration as provided in this Agreement. This Section will not affect the right of the Employer to deal with any strike activity or other job actions pursuant to Section 1 of this Article, or as provided in the State Employment Labor Relations Act.

ARTICLE XIII

GENERAL

Section 1 Obligation to Bargain

13/1/1 This Contract represents the entire Agreement of the parties and will supersede all previous agreements, written or verbal. This Agreement supersedes any provision of the rules of the Division of Merit Recruitment and Selection relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other will 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 to the extent that either party has waived bargaining on such subject or matter.

Section 2 Retroactivity

13/2/1 No provision of this contract shall be retroactive unless so specifically stated.

Section 3 Partial Invalidity

13/3/1 Should the operation of law or any decision by a tribunal of competent jurisdiction declare invalid any part or provision of this Agreement, the remaining parts or provisions not affected shall remain in full force and effect.

ARTICLE XIV

TERMINATION OF AGREEMENT

14/1/1 The terms and conditions of this Agreement shall terminate at 12:00 midnight on the 30th day of June, 2007. Upon termination of this Agreement, the provisions of the grievance procedure shall continue in effect for the time necessary to complete the processing of any grievances initiated before the termination of the Agreement.

ARTICLE XV

RATIFICATION

15/1/1 This Agreement has been ratified by the Union membership according to its constitution and bylaws and approved by the Joint Committee on Employment Relations, both houses of the Legislature and the Governor according to the State Employment Labor Relations Act.

ARTICLE XVI

TRANSFER

Section 1 Transfer Registration and Notification

16/1/1 Whenever a bargaining unit vacancy occurs in a permanent full or part-time position and the Employer intends to fill the position, the Employer will consider voluntary transfer requests except as provided for in 16/1/2 and under the limitations set forth in 16/2/3.

16/1/2 Notwithstanding 16/1/1, if a bargaining unit position will be used for a manager to be appointed to a position in the bargaining unit, the bargaining unit position will not be announced for transfer. The Employer will notify the Association President in writing when a bargaining unit position will be used for a manager to be appointed to the bargaining unit.

16/1/3 Appointment of a management employee to a bargaining unit position is solely at the Employer's discretion; however, during a biennium, managers shall not be appointed to consecutive bargaining unit vacancies in any one office except as provided in 16/6/2. See Negotiating Note No. 2

16/1/4 The Employer will notify all agency attorneys including the Association President of a transfer opportunity using agency e-mail. The transfer notice will include: the location of the position, any special qualifications or skills required or preferred, a description of any documents which must also be submitted, and a deadline for receipt of the transfer request. Positions will be announced with a minimum requirement of a seven (7) calendar day application period.

16/1/5 Interested attorneys within the bargaining unit who meet the eligibility requirements in Section 2 shall indicate their desire to transfer to the announced position by filing the written request as prescribed by the notice. Requests for transfer that are filed in response to an announced vacancy will be considered for that vacancy only.

Section 2 Eligibility to Transfer

16/2/1 Only employees who have completed probation as an assistant state public defender are eligible to transfer.

16/2/2 No agency attorney who has transferred within eighteen (18) months prior to a notice in 16/1/4 shall be eligible for voluntary transfer.

16/2/3 The application of the procedures in this Article shall be limited to one transfer resulting from any given original vacancy, except that the Employer, at its discretion may announce the resulting vacancy or vacancies for transfer.

Section 3 Definition of a Permanent Vacancy

16/3/1 For purposes of this Article, a permanent vacancy is created when:

A. The Employer has approval to increase the work force and decides to fill a new position;

B. Any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, resignation**,** retirement, transfer out of the bargaining unit, promotion, or demotion; and

C. Transfer within the bargaining unit resulting from either A or B. above and the Employer decides to replace the previous incumbent.

Section 4 Selection Process

16/4/1 The Employer will review the timely voluntary transfer requests from all eligible employees who meet the notice criteria in 16/1/4. The review may include an interview.

16/4/2 In making the decision regarding approval of a request for voluntary transfer, the Employer will take into consideration: the operational needs of the agency, the applicant's experience and ability, the job requirements, and seniority. If the Employer determines that two (2) or more employees are substantially equally qualified, seniority will govern.

16/4/3 When operational needs of the agency dictate an additional attorney position in an office where no vacant position exists, the Employer may transfer an existing filled attorney position to the office needing personnel subject to the provisions of Article 16. If the provisions of Article 16 are used to transfer an employee to the office needing personnel, at its discretion, the Employer may use the provisions of Article 16 to fill subsequent vacancies arising out of the original transfer.

16/4/4 An interested employee who is not selected for transfer under 16/4/2 shall receive notice from the Employer of his/her non-selection. Upon receipt of a written request from the employee, the Employer shall provide that employee with the written reason(s) for non-selection.

16/4/5 If an agency attorney is offered a voluntary transfer, the employee shall have five (5) business days to accept or decline the offer. This timeframe may be extended by mutual agreement of the Employer and the employee.

16/4/6 Notwithstanding 4/1/3, any grievance filed on behalf of one or more employees regarding non-selection on transfer under the provisions of Article 16 shall be filed at Step 2 as a Union grievance. A designated Union representative or AFT Union representative will represent the employee(s) at the Step 2 conference. The grievance standard that must be met is preponderance of the evidence.

Section 5 Pay and Benefits

16/5/1 Any bargaining unit member transferring pursuant to this article shall continue to be compensated at their present rate of pay.

16/5/2 In the case of an involuntary transfer, if the Employer determines that the involuntary transfer requires a change in location of the employee's residence, the Employer shall pay moving expenses consistent with s.20.917, Wis. Stats.

Section 6 Filling a Vacancy

16/6/1 Subject to the provisions of Article X, nothing in this Article restricts the right of the Employer to make involuntary transfers.

16/6/2 In the event a vacancy is not filled by transfer under this Article or by recall under Article X, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

NEGOTIATING NOTE #1
2003-2005 Agreement

Both the Employer and the Union agree that changing technologies in workplace significantly change 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 workplace. Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a joint statewide committee to discuss, and upon mutual agreement, implement policies pertaining to the Union's ability and responsibilities in utilizing these technologies.

This Negotiating Note will be reviewed and shall be terminated June 30, 2005, unless the collective bargaining agreement is extended by mutual agreement beyond the June 30, 2005, expiration date.

NEGOTIATING NOTE #2
2003-2005 Agreement

REORGANIZATION

During the 2003-2005 negotiations of Article 16, Section 1, Paragraph 3, the parties discussed reorganization and the intent of the language as it relates to returning a manager to the bargaining unit without filling a vacancy as defined in 16/3/1. The parties agreed it was not their intent to apply the language of 16/1/3 to such reorganization.

MEMORANDUM OF UNDERSTANDING #1
2005-2007 Agreement

Attorney Compensation Meetings

During the life of the contract, the Office of State Employment Relations will meet with the Association of State Prosecutors, the Wisconsin State Attorneys Association and the Wisconsin State Public Defenders Association three (3) times if the bargaining units request such meetings to discuss data they have collected and/or recommendation they would like to make to OSER regarding:

- Pay comparables reflecting the amounts of minimum and maximum pay levels for attorneys.
- Guidelines for merit distribution.
- Pay structures and adjustments methods.
- Recruitment, retention and turnover data and recommendations to ensure the retention and recruitment of attorneys.
- Other compensation issues that may be of importance to the three Associations.

At each meeting, the Associations may include one representative from each of the following: the State Bar, the University of Wisconsin Law School, and the Marquette Law School. At each meeting, OSER may include one representative from each of the following: the Office of the State Public Defender, a District Attorney, the Department of Administration and the Department of Justice.

MEMORANDUM OF UNDERSTANDING #2
2005-2007 Agreement

Stratification Adjustment For 2005-07 Contract

If any attorney bargaining unit receives any additional market stratification adjustment in excess of the $1.00 per hour per full time equivalent generation, WSPDA will receive an adjustment equal to that additional market stratification.

MEMORANDUM OF UNDERSTANDING #3
2005-2007 Agreement

Additional Personal Holiday Carryover

Employees shall be allowed to carry over into calendar year 2006 the additional personal holidays, provided under 6/15/4 in recognition of Veteran's Day, for calendar years 2004 and 2005. Such additional personal holidays must be used prior to December 31, 2006.

APPENDIX A

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Seniority	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 B

State Public Defender Attorney Pay Schedule

The following pay schedules are implemented in the order set forth below:

I. Effective the effective date of the Agreement

Title	Minimum	Maximum	Transaction Step
ASPD Attorney	19.905	51.067	0.598

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

Title	Minimum	Maximum	Transaction Step
ASPD Attorney	$20.304	$52.089	$0. 610

III. Effective June 25, 2006 through March 31, 2007

Title	Minimum	Maximum	Transaction Step
ASPD Attorney	$22.031	$53.131	$0.661

IV. Effective April 1, 2007 through June 30, 2007

Title	Minimum	Maximum	Transaction Step
ASPD Attorney	$22.527	$54.327	$0.676

*The pay range minimum, maximum, and transaction step amounts specified in this appendix will be used when determining pay upon appointment to a bargaining unit position.

In the event the Employer using Hiring Above The Minimum (HAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Association for informational purposes at the time of implementation.

BARGAINING TEAM

STATE OF WISCONSIN

Barbara Jill Thomas, Chief Spokesperson
Office of State Employment Relations
Bureau of Labor Relations

Lynn Wieser, Assistant Chief Spokesperson
Office of State Employment Relations
Bureau of Labor Relations

Paul Hankes
Office of State Employment Relations
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Office of State Public Defender

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Office of State Public Defender

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BARGAINING TEAM

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Greg Weyenberg, Spokesperson
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Office of State Public Defender

Diane Rondini-Harness, Milwaukee Juvenile
Office of State Public Defender

Bradley Keith, St. Croix
Office of State Public Defender

Larry Peterson, Rock
Office of State Public Defender

Steven Phillips, Dane
Office of State Public Defender

Joan Zawikowski, Milwaukee
Office of State Public Defender

Guy Taylor, Green
Office of State Public Defender

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