

**AGREEMENT**

**BETWEEN**

**THE STATE OF WISCONSIN**

**AND THE**

**WISCONSIN SCIENCE  
PROFESSIONALS  
AFT-WISCONSIN/AFT/AFL-CIO**

**June 7, 2008 – June 30, 2009**

Language in this Agreement which is new or changed from the 2005 - 2007 Agreement is underlined.

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## **AGREEMENT**

This Agreement made and entered into this seventh day of June, 2008, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., 1988-89 by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations, and the Wisconsin Science Professionals, AFT Local 3732, as representative of employees employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

### **PURPOSE OF AGREEMENT**

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

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



## ARTICLE I

### Scope of the Agreement

**1/1/1** This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certifications Cases XXI and XXVI, Nos. 15845 and 16009, SE 56 and 61, Decision Nos. 11328- F and 11329-F, respectfully dated October 12, 1973 and as may be amended by the Wisconsin Employment Relations Commission. Such employees who were eligible to vote in the certification election and who are in this collective bargaining unit are professional employees, defined as:

A. Any employee engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
2. Involving the consistent exercise of discretion and judgment in its performance;
3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a long course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and
2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in paragraph A.

## ARTICLE II

### Recognition and Union Security

#### Section 1 Bargaining Unit

**2/1/1** The Employer recognizes the Union as the exclusive collective bargaining agent for all employees, as listed in Appendix F. See Appendix F for classification reallocations effective the first (1st) pay period after the effective date of the Agreement.

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

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

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

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

##### A. Dues Deduction:

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

**2/2/2** Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly divided between the "A" and "B" pay periods. Deductions shall be made

only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

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

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

**B. Fair Share Deduction:**

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

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

**C. Maintenance of Membership Deduction:**

**2/2/7** Where a maintenance of membership agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration, as certified by the

Union, from the earnings of all affected employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as maintenance of membership for all employees. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

**D. COPE Deduction**

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

**E. Indemnification:**

**2/2/9** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions under A, B, C or D of this section.

**2/2/10** Appointing authorities who employ persons in Professional - Science Bargaining Unit positions will include in the appointment confirmation letter the following:

The position offered to you is included in the Professional - Science Bargaining Unit which is represented by the Wisconsin Science Professionals, AFT-Wisconsin, AFT Local 3732. The Union has received certification under law to have deducted from your earnings a proportionate share, as certified by the Union, for the cost of the collective bargaining process and administration of the labor agreement. Information about the Union can be obtained upon request from the AFT-Wisconsin, 6602 Normandy Lane, Madison, Wisconsin 53719. Telephone 1-800-362-7390 or 608-662-1444.

**Section 3 Personnel Lists**

**2/3/1** The Employer will furnish the Union on a biweekly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name, mailing address, work address, department code, class code, current hourly base pay rate, FLSA status, seniority date and scheduled number of work hours for each employee and will include the same information for project appointees in project positions occupying classifications assigned to this bargaining unit. A notation will also be included on the list if any information regarding an employee

changed from the previous pay period. The Employer will also furnish the Union, on a biweekly basis, a list identifying those employees who are in pay status for the first time (new) and identify those employees who were in pay status on the previous list but are not in pay status in the current term with the reason that the employee is not in pay status. These lists shall be sent via inter-departmental mail or via e-mail to the designated Union representative. Upon request of the Union, the Employer will furnish these lists electronically in a spreadsheet format, ASCII format or other format mutually agreeable to the parties.

2/3/2 When an employee new to Wisconsin Science Professionals is hired, the Union will be sent a hard copy or electronic copy of the appointment letter at the same time that such a letter is provided to the employee. If electronic copies are sent, they are to be sent to [membership@wspunion.org](mailto:membership@wspunion.org).

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

#### **Section 4 Union Activity**

2/4/1 Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

#### **Section 5 Visitations**

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

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

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

**Section 6 Telephone Use**

**2/6/1** Union officers and representatives shall be allowed to use telephone facilities for Union business. The Union shall reimburse the Employer for all long distance, DAIN, or other line charges.

**Section 7 Printing of Agreement**

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

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

**Section 8 Bulletin Boards**

**2/8/1** The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where six (6) or more Science-Professional employees are assigned as their permanent or principal job location or the Employer will provide a bulletin board to the Union at the building, laboratory or other station at the Employer's option. Placement of a single bulletin board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of four (4) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/10/2 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;

- E. Union meetings;
- F. Rulings or policies of other organizations with which the Union is affiliated;
- G. Reports of Union standing committees, and;
- H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

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

**Section 9            Distribution of Notices**

**2/9/1** The Union shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of two (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 relate to the matters listed below:

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

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

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

## **Section 10      Union-Management Meetings**

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

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

## **Section 11      Conventions**

**2/11/1** Once annually no more than twenty-five (25) employees who are duly credentialed delegates or alternates to the AFT-Wisconsin annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

**2/11/2** Once during the term of this contract no more than six (6) employees who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

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

**2/11/4** Once during the term of this Agreement no more than six (6) employees who are duly credentialed delegates or alternates to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.



**2/11/5** Once during the term of this Agreement no more than five (5) employees who are duly credentialed delegates or alternates to the Wisconsin AFL-CIO Public Employees Conference shall be granted time off without pay not to exceed one (1) day to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

**2/11/6** A. Subject to B. below, once annually no more than thirty (30) employees who are duly credentialed delegates or alternates to the Wisconsin Science Professionals annual convention shall be granted time off without pay not to exceed one (1) day to attend said convention provided the staffing and scheduling requirements are met. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

B. Attendees of the WSP annual convention may substitute one (1) of the unpaid days, provided under A. above, with professional development time, as provided under Article X, Section 2 of this Agreement. The Union agrees to schedule educational programs related to employment with the State of Wisconsin during the convention. The Union will provide a copy of the convention agenda to OSER as soon as administratively feasible. The Union and OSER will meet and discuss concerns regarding agenda items.

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

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

**Section 12 Leave For Union Business**

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

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

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

C. Not more than two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time.

D. No leave shall be granted for less than one-half day (4 hours).

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

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

**2/12/3** Annually on July 1<sup>st</sup> a total of eighty (80) hours without loss of pay shall be granted to the WSP President or designee for his/her use to conduct Union business subject to the following conditions:

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

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

**2/12/4** Employees who provide the Employer with a minimum of fourteen (14) calendar days' notice shall be granted a leave of absence without pay to attend health and safety meetings, seminars, and conferences. Employees who provide fewer than fourteen (14) calendar days' notice will be granted such leave providing the staffing and scheduling requirements permit the employee's absence. Employees granted such leaves shall be considered to be on a leave of absence for union activity and while on such leave shall continue to earn vacation and sick leave credits. Employees may substitute the unpaid days, provided above, with professional development time, as provided under Article X, Section 2 of this Agreement. Leaves under this provision shall be limited to no more than three (3) bargaining unit employees at any one time unless approved by the Appointing Authority or designee. [Historical Note: This language was moved from section 9/12/3, which was deleted.]

### **Section 13 Union Orientation**

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

**Section 14      Use of E-Mail**

**2/14/1** Existing e-mail facilities may be used by Union officers and designated representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

## **ARTICLE III**

### **Management Rights**

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

**3/1/2** Management rights include:

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

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

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

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

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

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

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

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

B. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status, other than pay status, resulting from position reallocation.

## ARTICLE IV

### Grievance Procedure

#### Section 1        General

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

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

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

**4/1/4** Individual employees or groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at the first three (3) steps of the grievance procedure provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. Under these circumstances, the Employer will supply copies of all written decisions to that Union representative.

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

**4/1/6** Grievances which result from claims under Article IX, Section 13, that tasks which have been assigned, and performed, are abnormally dangerous shall be filed beginning with the second step of the grievance procedure.

**4/1/7** Grievances relating to demotion, suspension or discharge under Section 11 of this Article, or formal discipline under 12/8/5 or 12/8/6 and grievances regarding

employee benefits under 12/8/5 or 12/8/6 shall be filed beginning with the third step of the grievance procedure.

## **Section 2 Procedure**

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

**4/2/2 Step One:** Within seven (7) calendar days of receipt of the written grievance from the employee(s) or his/her representative(s), the supervisor will hold a meeting with the employee(s) and his/her representative(s), unless mutually agreed to otherwise by the parties, to hear the grievance and return a written decision on the grievance form to the employee(s) and his/her representative(s). If the grievance is denied, the grievance response will include an explanation of the reason for denial.

**4/2/3 Step Two:** If dissatisfied with the supervisor's decision in Step One, to be considered further, the grievance must be appealed to the designated agency representative within seven (7) calendar days from receipt of the decision in Step One. The appropriate agency representative(s) will meet with the employee(s) and his/her representative(s) and attempt to resolve the grievance. A written decision will be placed on the grievance form following the meeting by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within seven (7) calendar days from receipt of the appeal to the agency representative. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

**4/2/4 Step Three:** If dissatisfied with the Employer's decision in Step Two, to be considered further, the grievance must be appealed to the designee of the Employer (i.e., Division Administrator, Bureau Director, or personnel office) within seven (7) calendar days from receipt of the decision in Step Two. The designated agency representative(s) will meet with the employee and his/her representative(s) to discuss and attempt to resolve the grievance. A non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may elect. Following this meeting, the written decision of the agency will be placed on the grievance form by the Employer or his/her designee and returned to the grievant(s) and his/her representative(s) within twenty-one (21) calendar days from receipt of the appeal to Step Three. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

**4/2/5 Step Four:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union or the Employer within thirty (30) calendar days from the date of the agency's decision in Step Three, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not

appealed to arbitration, it shall be considered terminated on the basis of the Third Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated on the Third Step grievance and any amendments made thereon, in writing, at the Third Step grievance meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

**4/2/6** The parties will meet within thirty (30) calendar days from the date of the written appeal of the grievance to arbitration to select an arbitrator from the panel. The parties agree to establish and maintain a panel of seven (7) arbitrators to hear arbitration cases. The parties shall attempt to mutually agree upon the panel of arbitrators and if they are unable to reach mutual agreement, the parties shall request the Wisconsin Employment Relations Commission to supply a panel of fifteen (15) arbitrators not including any previously agreed upon arbitrators. The parties shall alternately strike names from the panel, with the coin flip loser striking first, until a sufficient number remains to complete the panel of seven (7) permanent arbitrators.

**4/2/7** Annually during the month of January, via written notification to the other party, either party shall have the right to eliminate one (1) arbitrator from the panel.

**4/2/8** When a replacement arbitrator is needed to maintain a full panel, the replacement shall be selected in accordance with the procedures defined above.

**4/2/9** The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

A. The parties mutually agree to a panel member.

B. If the parties cannot agree on a panel member, the parties shall strike names, with the coin flip loser striking first, until one arbitrator remains who shall then hear the case, except that if both parties disagree with this final arbitrator, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators. If the parties are still unable to reach agreement, a request will be made to the Federal Mediation and Conciliation Service to furnish a panel of arbitrators and final selection shall be in accordance with the procedures established by the Federal Mediation and Conciliation Service.

**4/2/10** Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where 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 was requested by either party for the hearing, shall 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, shall be borne by the Employer. Where the grievance is upheld in part



and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

**4/2/11** On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

**4/2/12** The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

### **Section 3 Time Limits**

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

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

### **Section 4 Representation**

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

## **Section 5            Retroactivity**

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

## **Section 6            Exclusive Procedure**

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

## **Section 7            Grievance Representatives**

**4/7/1** The Union may designate a total of up to fifty (50) grievance representatives who are members of the bargaining unit for the bargaining unit.

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

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

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

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

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

## **Section 8            Union Grievances**

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

## **Section 9            Group Grievances**

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

## **Section 10          Processing Grievances**

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

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

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

## **Section 11      Discipline**

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

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

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

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

**4/11/5** A. Except as provided in B. and C., below, upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions two (2) years after being issued, provided the employee has received no discipline since the written reprimand or suspension.

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

C. Employees may request a review with the Employer to consider removing the letter of suspension from the file twelve (12) months after issuance, provided the employee has received no intervening discipline. The twelve (12) month, two (2) and four (4) year time periods are defined as time in pay status, excluding approved leaves of absence and any paid leave time used during an approved leave of absence.

**4/11/6** A copy of disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union on the same day the discipline is issued to the employee.

**4/11/7** Where the Employer provides written notice to an employee of a pre-disciplinary meeting, the Employer will provide an electronic copy of such notice to the Union at [grievance@wspunion.org](mailto:grievance@wspunion.org).

**4/11/8** When an employee has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employee shall be so advised. If a Union representative was present during the investigation, the Union representative shall also be advised. Such notification shall be provided in a timely manner.

## **Section 12 Exclusion of Probationary Employees**

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

## **Section 13 Special Arbitration Procedures**

**4/13/1** In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in section 4/2/5-12 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in section 4/2/5-12. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by the Wisconsin Science Professionals, and the Office of State Employment Relations (OSER) for both of these procedures during the term of the contract.

### **A. Expedited Arbitration Procedure**

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

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

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

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

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

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

7. Representatives of OSER and the Wisconsin Science Professionals, shall meet and mutually agree on an arbitrator.

#### **B. Umpire Arbitration Procedure**

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

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

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

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

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

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

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

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

This section (Section 13) 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.

#### **Section 14 Concentrated Performance Evaluation**

**4/14/1** Employees will be placed on a concentrated performance evaluation program (i.e., Performance Improvement Plan, Concentrated Performance Planning and Development, Final Performance Improvement Plan, Concentrated Performance Evaluation, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his/her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program and made aware of his/her rights to Union representation), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice of consequence to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

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

## ARTICLE V

### Seniority

#### Section 1 General

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

#### Section 2 Separation

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

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

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

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

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

#### Section 3 Application

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



**Section 4            Seniority Lists**

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

## ARTICLE VI

### Hours of Work

#### Section 1 General

**6/1/1** Employees in this bargaining unit are professional employees and, as such, are paid a predetermined salary each week irrespective of the number of hours worked in a workweek. However, the parties acknowledge that, within this bargaining unit, there exist employees who are exempt from the Fair Labor Standards Act (FLSA), as well as employees who are non-exempt. Overtime for non-exempt employees shall be calculated in accordance with the provisions of the Fair Labor Standards Act.

#### Section 2 Definitions

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

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

**6/2/3** Employees will be provided five (5) days notice of changes in work schedules, unless operational needs do not permit.

#### Section 3 Professional Time

**6/3/1** Professional time is a concept that enables supervisors to recognize extra time worked by an employee, either on a regular basis or for a concentrated period of time. Professional time is not recognized or recorded as available leave.

**6/3/2** Professional time may be granted to an FLSA exempt employee in recognition of his/her status as a professional for additional time worked in excess of his/her scheduled hours of employment. It is not meant to cover those extra hours that may qualify for compensatory time under 6/4 of the Agreement. Consideration will be given to the following:

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

B. an employee covered under this section has a degree of job responsibility and flexibility neither assumed nor granted to other employees; and

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

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

A. programs needs; and

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

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

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

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

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

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

**6/4/2** Employees shall receive compensatory time credit on an hour-for-hour basis for time worked fighting fire and on prescribed burns, provided that such hours worked in a workweek are in excess of their regularly scheduled forty (40) hours and that such hours were worked at the specific direction of and were previously approved by management. Earned compensatory time credits used by employees for rest and relaxation time off, approved by management during a work week in which fire fighting occurs, will be counted toward the regularly scheduled forty (40) hours during that work week in determining eligibility for the earning of compensatory time for fire fighting. Compensatory time credits shall be compensated for in compensatory time off on an hour-for-hour basis, or in cash at the employee's base rate, or in any combination thereof, as the Employer may elect. Employees who earned compensatory time for fighting fires and on prescribed burns shall have the option of receiving cash at the employee's base rate for such compensatory time earned in excess of forty (40) hours.

**6/4/3** Employees assigned to out-of-agency "Incident Command System (ICS)" duty will be paid in cash at the rate of time and one-half for hours worked in excess of their regularly scheduled forty (40) hour work week for out-of-state fire fighting and other ICS disaster relief duty provided the State of Wisconsin is reimbursed by the receiving jurisdiction for the entire amount of the wage payments.

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

## **Section 5 Work Schedules**

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

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

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

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

**6/6/2** In scheduling vacation (annual leave), personal holidays, or compensatory time credits, choice of time and amounts shall as far as practicable be governed by seniority as defined in Article V. Once these periods of absence have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the following calendar year as he/she desires, providing it does not affect any other employee's scheduled period of absence. It is the expressed intent of the Employer to exercise the authority to change such schedule periods as seldom as possible.

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

**6/6/4** Employees who transfer shall carry their selections to their new work unit, providing no other employee's selection is adversely affected. The Employer shall make every reasonable effort to allow employees who are reassigned to carry their selection to the new work unit.

**6/6/5** Notwithstanding 6/6/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to the first six months of the ensuing calendar year. The appointing authority (or designee) who chooses to exceed forty (40) hours may do so.

**6/6/6** Within the basic framework provided above, the implementation and application of the provisions of this section and all other aspects of such scheduled time off shall be determined by local management.

**6/6/7** Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first or those credits are lost. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, the employee will, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first six (6) months of the new calendar year.

**6/6/8** Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to July 1. If the Employer does not permit employees to use these credits prior to July 1, the Employer will pay the unused credits in cash.

**6/6/9** All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/6/7 and 6/6/8, above, except accumulations in excess of forty (40) hours may be scheduled off at the Employer's convenience.

#### **Section 7 Night Differential**

**6/7/1** The Employer agrees to pay a night differential of forty-five cents (\$.45) per hour for those employees who work between the hours of 6 o'clock p.m. and 6 o'clock a.m.

#### **Section 8 Weekend Differential**

**6/8/1** The Employer agrees to pay a weekend differential of sixty cents (\$.60) per hour for hours worked which are in pay status between 12:01 o'clock a.m. Saturday and 11:59 o'clock p.m. Sunday.

**Section 9 Standby**

**6/9/1** When the Employer requires that an employee must be available for work and be able to report in less than one hour, the employee shall be compensated on the basis of a fee of twenty dollars (\$20.00) for each eight (8) hour period for which the employee is in standby status. If an increase in this benefit is negotiated in any State of Wisconsin labor contract for the 2003-2005 contract period, the same increase will be granted to this bargaining unit under the same terms and conditions.

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

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

**Section 10 Alternative Work Patterns**

**6/10/1** The Employer agrees that reasonable efforts will be made to implement alternative work patterns in appropriate work environments. Implementation of alternative work patterns shall be by mutual agreement between the Employer and the Union. Alternative work patterns include flexible time, non-standard work week employment, part-time employment, job sharing and other patterns that may be developed. If an alternative work pattern request is denied or modified, a written explanation shall be provided to the employee, upon written request.

**Section 11 Call-Back Pay**

**6/11/1** Employees called back for duty or called in on the employees' day off will be guaranteed an amount equal to two (2) hours pay if such duty is shorter than two (2) hours in duration.

**Section 12 Overtime**

**6/12/1** The Employer agrees to compensate employees who are in positions determined to be FLSA non-exempt according to FLSA standards. Compensation may be in cash or compensatory time, or a combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per week.

**Section 13 Field Response Premium Pay**

**6/13/1** Forensic Scientists employed by the Wisconsin Department of Justice, State Crime Laboratories, shall be eligible for reimbursement at the premium rate of time and one-half for certain hours worked as a participant in Field Response Services. Eligible employees are entitled to premium pay under this section when all of the following conditions apply:

A. The employee is performing specific duties required in field investigations as defined in s. 165.75(3)(c), Wis. Stats., and

B. Such duties are performed outside of an employee's regularly scheduled work hours, and

C. The performance of such duties is in excess of forty (40) hours worked per week performing the employee's regularly scheduled duties.

Compensation may be in cash or compensatory time, or a combination thereof, at the discretion of the Employer.

## ARTICLE VII

### Transfers

#### Section 1 Transfer Notification

**7/1/1** An employee who has permanent status in the employee's current classification and desires to transfer within the employee's classification and agency or university-campus, shall file a written request as prescribed by the agency or the university-campus with the appropriate personnel office, indicating that interest.

**7/1/2** If an agency or university-campus chooses not to use the transfer register, the agency or university-campus will announce the permanent vacancy for a period of five (5) workdays within the agency or university-campus. Each agency or university-campus that chooses not to use the transfer register shall notify the Union that they will be announcing vacancies by posting. The method of notification chosen by the agency or university-campus will be for the duration of this Agreement.

#### Section 2 Screening Process

**7/2/1** When a permanent vacancy occurs, in a permanent position, and the Employer decides to fill that vacancy, the Employer will review those requests on file from any employees in the same agency or university-campus who are in the same classification as the vacancy and have indicated an interest in the specific subtitle, shift and/or location of the vacancy. If the Employer determines two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee will be offered the position.

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

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



**7/2/4** In the event no employee is offered a transfer under the provisions above, the Employer will review those requests on file from any employees in the bargaining unit in the agency or university-campus who are in the same pay range as the vacancy. The Employer will take into consideration ability, training, experience, job requirements and seniority. If the Employer determines that two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee shall be offered the position.

**7/2/5** In the event the vacancy is not filled by transfer of an employee under provisions of 7/2/1 through 7/2/4, the Employer will review written requests currently on file requesting consideration for that vacancy, on a permissive basis, from any employee in the bargaining unit in a classification in the same or higher pay range as the vacancy. The Employer will take into consideration ability, training, experience, job requirements and seniority. If the Employer determines that two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee will be offered the position. Nonselection under this paragraph is not subject to the Grievance Procedure under Article IV.

**7/2/6** Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. The Employer may extend the deadline.

**7/2/7** In the event no employee is offered a transfer under provisions of 7/2/1 through 7/2/5, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

**Section 3 Notice of Non-Selection**

**7/3/1** In the event no employee is selected from the transfer applicants, upon written request from an employee who requested a transfer but was not selected, the Employer will inform that employee in writing of the reasons for his/her non-selection. An employee who requested a transfer but was not selected may file a grievance under this Article only if no employee is selected from the transfer applicants.

**Section 4 Definition of Permanent Vacancy**

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

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

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

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

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

**Section 5 Transfer Limitations**

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

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

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

**7/5/4** The provisions of this Article are superseded by those of Article VIII.

**Section 6 Permissive Probation-At Risk/Layoff**

**7/6/1** An employee who transfers between agencies or university-campuses as a result of receiving a written notice of being placed at-risk of layoff or a written notice of layoff and is placed on permissive probation will have the right to return to his/her original position, if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion for performance reasons. If no vacancy exists, the provisions of Article VIII, Section 4 (Restoration) under this agreement shall be invoked.

## ARTICLE VIII

### Layoff Procedure

#### Section 1 Application of Layoff

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

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

B. Seasonal layoff of seasonal employees; and/or

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

**8/1/2** Under this Article, calendar days will exclude holidays identified under 12/12/1.

**8/1/3** The Employer agrees that employee(s) on temporary layoff under A. above, shall continue to earn vacation and sick leave during each temporary layoff conducted by the Employer during the term of the Agreement.

**8/1/4** Additionally, the Employer agrees to continue its payment of health insurance pursuant to Article XII, Section 1 for employees on temporary layoff.

#### **8/1/5 At-Risk of Layoff**

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

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

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

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

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

B. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a

transfer to a lateral or counterpart vacancy within his/her current agency or university-campus. The employee shall be considered for the vacancy if he/she provides written documentation of his/her qualifications for the vacancy and provides a copy of the at-risk notice, if requested.

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

## **Section 2 Layoff Procedures**

**8/2/1** Preparation for 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 work force, the Union will be provided thirty (30) days advance notice.

B. The layoff group shall be determined by classification and approved subtitle.

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

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

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

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

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

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

C. The Employer shall notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. That layoff notice shall

contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time.

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

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

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

#### **8/3/2 Demotion in Lieu of Layoff**

A. Within their employing unit within the bargaining unit accept demotion to a vacant position in lieu of layoff to a lower classification and approved subtitle in the same series or to a lower classification and approved subtitle in which the employee had previously obtained permanent status. In addition, the employee may request a voluntary demotion to a vacant position in a lower classification and approved subtitle for which the Employer determines he/she is qualified based on training, experience and job requirements. Upon written request, the Employer will inform the employee in writing of the reason(s) for the denial of his/her request for a voluntary demotion in lieu of layoff.

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

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

D. Upon demotion in lieu of layoff, an employee shall receive his/her current rate of pay.

E. Should a layoff subsequently occur in the classification and approved subtitle to which the employee accepted a demotion, the provisions of this Article shall apply.

**8/3/3** Bumping in Lieu of Layoff

A. Within their employing unit within the bargaining unit, bump to the next lower classification and approved subtitle in the same classification series or any classification and approved subtitle in which the employee had held permanent status and is capable of performing without any trial period, providing there is no vacancy in the next lower classification and approved subtitle or any classification and approved subtitle in which the employee previously had held permanent status to which the employee can demote.

B. Should a layoff subsequently occur in the classification and approved subtitle to which the employee bumped, the provisions of this Article shall apply.

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

D. An employee who exercises bumping rights within the employing unit in lieu of layoff immediately obtains permanent status in class in the classification into which the employee has been placed.

E. Upon bumping in lieu of layoff, an employee shall receive his/her current rate of pay.

**8/3/4** Transfer in Lieu of Layoff

In accordance with 7/5/4 and 8/11/1, employees in the layoff group shall have the following transfer options in direct order of seniority, with the most senior employee considered first:

A. Transfer within their employing unit within the bargaining unit. The employee shall be considered for transfer to any vacancy in the same pay range for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position.

B. Transfer within the agency/university-campus. The employee shall have the right to transfer to any vacancy in the same classification for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or mentally fit for the position or cannot perform the work in a satisfactory manner.

C. Permissive transfer between agencies/university-campuses. Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency.

D. Transfer between agencies/university-campuses. Prior to filling a bargaining unit vacancy with an individual other than a current state employee and in accordance with 8/11/1, the Employer agrees to the following:

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

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

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

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

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

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

**8/3/5** Layoff. Removal of the employee from payroll status.

#### **Section 4 Restoration**

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

**8/4/2** Restoration Within the Employing Unit

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

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

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

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

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

**8/4/7** Restoration Within the Agency/University-Campus

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, within the agency/university-campus for which he/she worked to fill a vacancy in his/her classification or any classification into which the employee could have bumped with any employing unit within that agency/university-campus. Such employee will be appointed to any such vacancy for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or mentally fit for the position, providing that no other employee has restoration rights to such vacancy. The base salary of an employee who is restored under this paragraph shall be determined on the same basis as provided for in Section 4 of this Article. If the Employer determines that two (2) or more employees are equally qualified, the most senior employee shall be selected.

**8/4/8** Restoration Between Agencies/University-Campuses

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other agency/university-campus and shall be appointed to any permanent vacancy in the same classification from which he/she was laid off if he/she is qualified and capable of performing the duties as determined by the Employer, providing no other employee has restoration rights under 8/4/2 and 8/4/7 to such vacancy. This paragraph will sunset on June 30, 2009, regardless of contract extension, unless both parties mutually agree to extend.



**8/4/9** The employee's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in the same class as the class from which the employee was originally laid off, bumped or demoted in lieu of layoff, whichever occurs first.

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

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

## **Section 5 Reinstatement**

**8/5/1** Definition to follow Chapter ER-MRS 1.02(29), Wis. Admin. Code (or as amended): "Reinstatement": the act of permissive re-appointment without competition of an employee or former employee to a position:

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

**8/5/2** The employee who is laid off may file a request for employment with any agency/university-campus in state service under the reinstatement provisions provided for in the Wisconsin Administrative Code.

## **Section 6 Reasonable Offer**

**8/6/1** A reasonable offer of restoration is defined as an offer of a job:

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

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

C. the pay range of the position offered is no more than one (1) pay range lower than the pay range of the position from which the employee was laid

off unless the employee's rate of pay at the time of layoff is maintained in the position offered; and

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

**Section 7 Relocation Expenses**

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

**Section 8 Notice of Employing Unit Changes**

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

**Section 9 Subtitle Lists**

**8/9/1** Within thirty (30) calendar days of the effective date of the Agreement, the Employer will furnish to the Union a current list of all approved subtitles for classifications in the bargaining unit and will notify the Union of any changes in the list as they occur.

**Section 10 Layoff Assistance**

**8/10/1** With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk or who has received a notice of layoff shall be granted one or more of the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 above:

- A. Up to forty (40) hours time without loss of pay for:
  - 1. job search activities, including interviews and examinations in addition to the time specified in 12/6/1; and/or
  - 2. attendance at job training;
- B. Unpaid leave of absence for interviews, examinations, and other job search activities or attendance at job training;
- C. Assistance or training in the preparation of a resume;

- D. Use of office equipment and supplies where available.

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

**Section 11 Priority of Article VII and VIII Rights**

**8/11/1** When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VIII of this Agreement, the vacancy shall be filled in accordance with the order of priorities set forth by the following categories: If there are two or more candidates equally qualified under the provisions below, the more senior employee will be offered the position.

- A. Transfer within the employing unit in lieu of layoff (8/3/4/A)
- B. Demotion within the employing unit in lieu of layoff (8/3/2)
- C. Transfer within the agency/university-campus in lieu of layoff (8/3/4/B)
- D. Transfer between agencies/university-campuses in lieu of layoff (8/3/4/D)
- E. Permissive transfer between agencies/university-campuses in lieu of layoff (8/3/4/C)
- F. Restoration within the employing unit (8/4/2)
- G. Restoration within the agency/university-campus (8/4/7)
- H. Restoration between agencies/university-campuses (8/4/8)
- I. Reinstatement within the agency/university-campus (8/5/2)
- J. Reinstatement between agencies/university-campuses (8/5/2)
- K. Transfer (Article VII)
- L. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and Wisconsin statutes.

## **ARTICLE IX**

### **Health, Safety and Miscellaneous**

#### **Section 1           Discrimination**

**9/1/1**   The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, sex, creed, color, marital status, national origin, sexual orientation, Union or non-Union affiliation.

#### **Section 2           Personal Protective Equipment**

**9/2/1**   The Employer shall furnish necessary training, protective clothing and equipment in accordance with the standards established by the Department of Commerce.

#### **Section 3           Foot Protection**

**9/3/1**   The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer shall provide a safety device or, if the Employer requires the purchase of approved safety shoes or boots, the Employer will pay an allowance of thirty-five dollars (\$35.00) for the term of the Agreement, as an expense check payable the first pay period following the effective date of the contract.

**9/3/2**   Department of Natural Resources employees in classifications which are assigned to fire suppression duties and are required, by the Employer, to wear safety boots shall receive a payment of forty dollars (\$40.00) for the term of the Agreement, as an expense check payable the first pay period following the effective date of the contract. Such payment shall be in lieu of any payment specified in 9/3/1.

#### **Section 4           Uniforms**

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

#### **Section 5           Buildings**

**9/5/1**   The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the Department of Commerce. Where facilities are leased, the Employer shall make a reasonable

effort to assure that such facilities comply with the directions of the Department of Commerce.

**Section 6            Liability Protection**

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

**Section 7            Outside Employment**

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

**Section 8            First Aid Equipment**

**9/8/1**    Adequate first aid equipment shall be provided at appropriate locations.

**Section 9            Tools and Equipment**

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

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

**9/9/3**    The Employer agrees to utilize the criteria specified in the Department of Administration's Fleet Policies and Procedures, including annual mileage and special uses, when personally assigning vehicles to employees.

**Section 10          Eye Protection**

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

## **Section 11      Damaged Personal Property**

**9/11/1** The Employer agrees to pay the cost of repairing or replacing watches, eye glasses, hearing aids or articles of clothing damaged (e.g. paint damage) 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 two hundred dollars (\$200.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy-five dollars (\$75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is five dollars (\$5.00) or less.

## **Section 12      Employee Health and Safety**

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

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

**9/12/3** The Employer and the Union will meet at mutually agreeable times, not to exceed two (2) times per year, to discuss health and safety concerns. These meetings will be held on a Statewide basis. This committee shall make recommendation(s) to agency(ies) as appropriate. When the agency is involved in the Health and Safety meetings, one (1) bargaining unit member from that agency may attend without loss of pay. Operational needs permitting, additional bargaining unit employees selected by the Union to attend these meetings may use annual leave, compensatory times or personal holiday time or take leave without pay to account for time spent at these meetings. [Historical Note: This language was moved from NN #4, which was deleted].

**9/12/4** Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations/immunizations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/ immunizations will be considered for reassignment of related work duties.

### **Section 13      Abnormally Dangerous Tasks**

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

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

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

### **Section 14      Work Rules**

**9/14/1** The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

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

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

**Section 15      Personnel File**

**9/15/1** Upon written request to his/her agency or department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

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

**Section 16      Travel and Lodging**

**9/16/1** The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53, 20.916, Wis. Stats. and this Section.

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

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

**9/16/4** The Employer shall process employee requests for travel reimbursement as expeditiously as possible.

**9/16/5** Those employees transferring at the request of the Employer and the assignment to the employee's first permanent station following original training assignments shall be eligible for the payment of moving expenses subject to the provisions of s. 20.917, Wis. Stats.

**9/16/6** Employees on job assignment requiring overnight accommodation shall not be required to share a room. The above limitation does not apply to those employees attending training programs who are lodged at academies and/or



dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

## **Section 17      Inclement Weather**

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

**9/17/1** Employees who report late to work after having made an earnest effort to report to work on time, but were unable to do so because of inclement weather, severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings, shall be allowed to work to makeup for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for makeup time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

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

### **FLSA Exempt Employees**

**9/17/3** Employees who report late to work after having made an earnest effort to report to work because of inclement weather, severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to makeup for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

**9/17/4** When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, as scheduled by the Employer and shall be worked during the pay period in which the emergency condition occurs or the subsequent pay period.

## **All Employees**

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

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

## **Section 18 Contracting Out**

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

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

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

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

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

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

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

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

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

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

**Section 19 Weather Related Considerations**

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

**Section 20 Blood Donations**

**9/20/1** Employees who donate blood or donate blood for the purpose of Apheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her workstation.

**Section 21      Permanent Reassignment**

**9/21/1** When an employee is to be permanently reassigned to another position, he/she shall receive in writing the following information about the new position: wages, hours of work, work site location, a position description, what bargaining unit represents the position, and if applicable, what moving expenses will be paid.

**9/21/2** When an employee is permanently reassigned to a position in which the headquarters city is over forty (40) miles from the employee's home, the employee shall be given thirty (30) days advanced notice of the reassignment.

**Section 22      Whistleblower Law**

**9/22/1** The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

**Section 23      Confidentiality of Employee Records**

**9/23/1** The Employer agrees that employees' social security numbers, dates of birth, health information, home phone numbers and home addresses shall be kept in a confidential manner to the extent possible unless authorized by the employee or release of such information is specifically authorized or required by state or federal statute.

## ARTICLE X

### Professional Development

#### Section 1 Employer Directed Training and Education

**10/1/1** When an employee's attendance at either an on-site or off-site training or education session is directed by the Employer, such attendance will be without loss of pay, and the Employer will pay the costs of tuition, fees and books. The employee will be reimbursed for necessary expenses, pursuant to Article IX, Section 14 (Travel and Lodging).

#### Section 2 Professional Development

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

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

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

#### Section 3 Full-Time Education

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

**Section 4 Part-Time Education**

**10/4/1** An employee may be permitted to participate in career-related education for up to six (6) credits per semester or three (3) credits per summer session. The Employer shall make every effort to accommodate these requests. Any work time lost by such attendance shall be charged to annual leave, personal holiday, compensatory time, or leave without pay as requested by the employee. However, at the Employer's discretion, the employee may be authorized to make up lost work time or to attend without loss of pay.

**Section 5 Tuition Reimbursement**

**10/5/1** Prior to the commencement of any career-related courses at accredited educational institutions, the employee shall request in writing and shall receive advance written enrollment approval or denial from his/her appointing authority. Employees who receive approval to attend career-related courses at accredited higher educational institutions shall be reimbursed seventy-five percent (75%) of the actual tuition cost, not to exceed seventy-five percent (75%) of the tuition cost in effect at UW-Madison, for up to fifteen (15) credit hours during the term of the Agreement, upon successful completion of approved courses and continued employment at time of completion.

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

**Section 6 Career Options**

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

**Section 7 Professional Licenses**

**10/7/1** Each employee represented by the Union shall be reimbursed for the initial examination and initial licensing fees in connection with licenses required by management, when the possession of such license becomes a condition of employment but was not prior to appointment or promotion.

**10/7/2** Should the Department of Regulation and Licensing require a minimum amount of continuing education to maintain Employer-required licensure, certification, or registration, employees so affected shall receive time off without loss of pay to attend such minimum training, if the required credits have not been received under 10/2, above or provided in-house. At the discretion of the Employer, reimbursement of travel expenses may be authorized.

**10/7/3** Licensure, Certification, and Registration Add-On. Effective the first pay period following the effective date of the contract, the Employer agrees to implement a licensure/registration add-on. The appointing authority will have the sole discretion to provide an add-on not to exceed \$0.30 per hour to an employee who holds one of the following licenses, certifications or registrations issued by the Department of Regulation and Licensing, the National Credentialing Agency for Laboratory Personnel (NCA) or the American Society for Clinical Pathology (ASCP), and required by statute, accreditation, or as a condition of employment: Professional Geologist; Professional Hydrologist; Sanitarian; Nutrient Management Planner; Professional Soil Scientist, or certification by the NCA or ASCP. An employee will be eligible for only one add-on regardless of how many licenses/registrations the employee holds. This add-on will supplement the employee's base pay and will be immediately discontinued if the employee leaves the position.

Issues related to the application or denial of this add-on shall not be subject to the grievance process.

This add-on sunsets on June 30, 2009, regardless of contract extension, unless the parties mutually agree to extend.

## ARTICLE XI

### Wages

#### Section 1 Wage Adjustments

**11/1/1** The Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments:

**11/1/2** A. First Fiscal Year (2007-2008)

The Employer will provide the following wage adjustments. Multiple pay adjustments effective on the same date will be applied in the order set forth below:

1. Effective the first pay period following the Agreement effective date, semi-automatic progression adjustments will be provided in accordance with Appendix E.

2. General Wage Adjustment: Effective the first pay period following the Agreement effective date and subject to Section 2, below, each eligible employee in pay status on that date will receive a General Wage Adjustment of two percent (2.0%), subject to the pay range maximum specified in Schedule II in Appendix A. An employee who is not eligible to receive a 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 11/1/3, below.

3. Pay Schedule Implementation: Pay Schedule II, effective the first pay period following the Agreement effective date through July 5, 2008, in Appendix A, is implemented.

B. Second Fiscal Year (2008-2009)

The Employer will provide the following wage adjustments. Multiple pay adjustments effective on the same date will be applied in the order set forth below:

1. Semi-automatic progression adjustments will continue to be provided in accordance with Appendix E.

2. General Wage Adjustment: Effective July 6, 2008, each eligible employee in pay status on that date will receive a General Wage Adjustment of one percent (1.0%), subject to the pay range maximum specified in Schedule III in Appendix A. An employee who is not eligible to receive a 1.0% General Wage Adjustment due solely to the pay range maximum limitation will be



eligible to receive an Annualized General Wage Adjustment Payment under 11/1/3, below.

3. Pay Schedule Implementation: Effective July 6, 2008, Pay Schedule III, effective July 6, 2008 through June 6, 2009, in Appendix A, is implemented.

4. Pharmacist Market/Equity Adjustment: Effective October 12, 2008, employees in pay status on that date in a position classified as Pharmacist or Pharmacy Practices Consultant shall receive an adjustment based on their full years of state seniority as of October 12, 2008, according to the following table, except that no employee may receive an increase to a base pay rate greater than \$50.00 with this adjustment.

Full Years Seniority as of <u>October 12, 2008</u>	Base Pay Increase
<u>0-1</u>	\$0.50
<u>2-9</u>	\$4.00
<u>10 or more</u>	<u>\$3.50</u>

5. Market Equity Stratification: Effective October 12, 2008, employees in pay status on that date in one of the classifications listed below shall be considered for a base pay increase, based on their full years of state seniority as of June 30, 2006, according to the applicable rate table given below. The Senior Level table will be used for classifications designated as Senior in the list below, and the Advanced Level table will be used for classifications designated as Advanced. The pay shall be calculated in the following steps:

a. If an employee in one or more of the eligible classifications received a base-building Discretionary Compensation Adjustment (DCA) with an effective date in the period from June 25, 2006 through June 23, 2007, the amount of the DCA is subtracted from the employee's base pay rate.

b. After adjustment for a DCA received per a., above, employees will receive an increase to the pay rate in the table corresponding to their full years of seniority, except that no pay increase may exceed \$2.50 per hour for this step in calculation. Employees whose pay rate is already equal to or greater than the rate in the table corresponding to their seniority will not receive an adjustment.

c. No employee will receive a pay reduction under this Market Equity Stratification. Therefore, the employee will receive the greater of the pay rate after any increase calculated in step b. or the pay rate immediately before this Market Equity calculation.

<b>Senior Level</b>		<b>Advanced Level</b>	
Full Years Seniority as of June 30, 2006	New Base Pay Rate	Full Years Seniority as of June 30, 2006	New Base Pay Rate
0-3	<u>\$22.12</u>	0	<u>\$22.12</u>
4	<u>\$22.52</u>	1	<u>\$22.75</u>
5	<u>\$22.92</u>	2	<u>\$23.39</u>
6	<u>\$23.32</u>	3	<u>\$24.02</u>
7	<u>\$23.72</u>	4	<u>\$24.65</u>
8	<u>\$24.12</u>	5	<u>\$25.28</u>
9	<u>\$24.52</u>	6	<u>\$25.91</u>
10	<u>\$24.92</u>	7	<u>\$26.55</u>
11	<u>\$25.32</u>	8	<u>\$27.18</u>
12 or more	<u>\$25.81</u>	9	<u>\$27.81</u>
		10 or more	<u>\$28.44</u>

**Eligible Classifications**

**Level**

<u>Agricultural Marketing Consultant-Senior</u>	<u>Senior</u>
<u>Agricultural Marketing Consultant-Adv.</u>	<u>Advanced</u>
<u>Chemist-Senior</u>	<u>Senior</u>
<u>Chemist-Advanced</u>	<u>Advanced</u>
<u>Computer Evidence Recovery Specialist-Sen.</u>	<u>Senior</u>
<u>Computer Evidence Recovery Specialist-Adv.</u>	<u>Advanced</u>
<u>Controlled Substance Analyst-Senior</u>	<u>Senior</u>
<u>Controlled Substance Analyst-Advanced</u>	<u>Advanced</u>
<u>Cytotechnologist-Senior</u>	<u>Senior</u>
<u>Cytotechnologist-Advanced</u>	<u>Advanced</u>
<u>DNA Analyst-Senior</u>	<u>Senior</u>
<u>DNA Analyst-Advanced</u>	<u>Advanced</u>
<u>Environmental Health Specialist-Senior</u>	<u>Senior</u>
<u>Environmental Health Specialist-Advanced</u>	<u>Advanced</u>
<u>Examiner of Questioned Documents-Senior</u>	<u>Senior</u>
<u>Examiner of Questioned Documents-Adv.</u>	<u>Advanced</u>
<u>Fingerprint &amp; Footwear Examiner-Senior</u>	<u>Senior</u>
<u>Fingerprint &amp; Footwear Examiner-Advanced</u>	<u>Advanced</u>
<u>Firearms &amp; Toolmark Examiner-Senior</u>	<u>Senior</u>
<u>Firearms &amp; Toolmark Examiner-Advanced</u>	<u>Advanced</u>
<u>Food Scientist-Advanced</u>	<u>Advanced</u>
<u>Forensic Imaging Specialist-Senior</u>	<u>Senior</u>
<u>Forensic Imaging Specialist-Advanced</u>	<u>Advanced</u>
<u>Forensic Scientist Training Coordinator-Adv.</u>	<u>Advanced</u>
<u>Health Physicist-Senior</u>	<u>Senior</u>
<u>Health Physicist-Advanced</u>	<u>Advanced</u>
<u>Medical Technologist-Senior</u>	<u>Senior</u>
<u>Medical Technologist-Advanced</u>	<u>Advanced</u>
<u>Metrologist</u>	<u>Senior</u>

<u>Microbiologist-Senior</u>	<u>Senior</u>
<u>Microbiologist-Advanced</u>	<u>Advanced</u>
<u>Public Health Sanitarian-Senior</u>	<u>Senior</u>
<u>Public Health Sanitarian-Advanced</u>	<u>Advanced</u>
<u>Toxicologist-Senior</u>	<u>Senior</u>
<u>Toxicologist-Advanced</u>	<u>Advanced</u>
<u>Trace Evidence Examiner-Senior</u>	<u>Senior</u>
<u>Trace Evidence Examiner-Advanced</u>	<u>Advanced</u>

6. Market Stratification: Effective October 12, 2008, employees in pay status on that date in a classification assigned to pay range 15-03 shall receive a base pay increase, limited by the pay range maximum, based on their full years of state seniority as of October 12, 2008, according to the table below.

**Pay Range 15-03 Market Stratification**

<u>Full Years of Service</u> <u>as of 10/12/2008</u>	<u>Increase to Pay Rate</u>
<u>0-2</u>	<u>\$0.00</u>
<u>3</u>	<u>\$0.05</u>
<u>4</u>	<u>\$0.08</u>
<u>5</u>	<u>\$0.11</u>
<u>6</u>	<u>\$0.14</u>
<u>7</u>	<u>\$0.17</u>
<u>8</u>	<u>\$0.20</u>
<u>9</u>	<u>\$0.23</u>
<u>10</u>	<u>\$0.26</u>
<u>11</u>	<u>\$0.29</u>
<u>12</u>	<u>\$0.32</u>
<u>13</u>	<u>\$0.35</u>
<u>14</u>	<u>\$0.38</u>
<u>15 or more</u>	<u>\$0.41</u>

7. General Wage Adjustment: Effective June 7, 2009, each eligible employee in pay status on that date will receive a General Wage Adjustment of two percent (2.0%), subject to the pay range maximum specified in Schedule IV in Appendix A. An employee who is not eligible to receive a 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 11/1/3, below.

8. Pay Schedule Implementation: Effective June 7, 2009, Pay Schedule IV, effective June 7, 2009 through June 30, 2009, in Appendix A, is implemented.

### 11/1/3 Annualized General Wage Adjustment Payment

1. Subject to Section 2, below, on the effective date of the General Wage Adjustments provided under 11/1/2/A./2., 11/1/2/B./2., and 11/1/2/B./7., above, eligible employees will be granted Annualized General Wage Adjustment Payments in accordance with the following, subject to 2. through 4., below:

a. Employees who receive a General Wage Adjustment of less than two percent (2.0%) of their base pay rate under 11/1/2/A./2., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to application of the General Wage Adjustment and the amount the employee actually received, multiplied by 2088.

b. Employees who received no General Wage Adjustment under 11/1/2/A./2., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to two percent (2.0%) of their base pay rate, multiplied by 2088.

c. Employees who receive a General Wage Adjustment of less than one percent (1.0%) of their base pay rate under 11/1/2/B./2., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to the difference between one percent (1.0%) and the amount the employee actually received, multiplied by 2088.

d. Employees who received no General Wage Adjustment, under 11/1/2/B./2., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to one percent (1.0%) of their base pay rate, multiplied by 2088.

e. Employees who receive a General Wage Adjustment of less than two percent (2.0%) of their base pay rate under 11/1/2/B./7., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to application of the General Wage Adjustment and the amount the employee actually received, multiplied by 160.

f. Employees who received no General Wage Adjustment under 11/1/2/B./7., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to two percent (2.0%) of their base pay rate, multiplied by 160.

2. The Annualized General Wage Adjustment Payment provided under 1., above, will be pro-rated based on the employee's budgeted FTE on the effective date of the applicable General Wage Adjustment.

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

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

## **Section 2 Employees Not Eligible for 2007-2009 General Wage Adjustments and Annualized General Wage Adjustment Payments**

**11/2/1** The following employees will not be eligible for the General Wage Adjustments and associated Annualized General Wage Adjustment Payments set forth in Section 1:

A. Employees who have previously been considered for or received a 2007-2008 fiscal year General Wage Adjustment or equivalent.

**11/2/2** Employees entering the WSP bargaining unit who have not been previously considered for or received a 2007-2008 or 2008-2009 fiscal year General Wage Adjustment due to a delay in implementation of the 2007-2009 Agreement in the employee's previous bargaining unit shall receive the General Wage Adjustment(s) or Annualized General Wage Adjustment(s), provided under Section 1, above, effective prior to any pay on appointment adjustments. The Annualized General Wage Adjustment amount shall be equal to the value of the General Wage Adjustment(s) minus the amount the employee actually received, multiplied by the number of hours remaining in the fiscal year. This lump sum shall be prorated based on FTE of the new WSP position on the appointment date.

**11/2/3** Employees receiving a GWA under 11/2/2 are also eligible to receive an associated lump sum payment for all hours in pay status from the effective date(s) of the GWA(s) provided in Section 1, above, to the effective date of the movement to a position covered by this Agreement.

**11/2/4** Employees receiving a GWA under 11/2/2 are also eligible to receive the associated lump sum payment provided under 11/3/1 for all hours in pay status from the date listed in 11/3/1 to the effective date of the GWA provided in Section 1.

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

## **Section 3 Lump Sum Wage Payment For Delay in Contract Implementation**

**11/3/1** A. Eligible employees will receive a lump sum payment equal to the value of any increase(s) received under 11/1/2/A./2., above, multiplied by the

number of the employee's hours in pay status from June 24, 2007, up to the date of implementation of these increases. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

The following employees will be eligible:

1. Employees who were at all times in the bargaining unit between June 24, 2007, and the implementation date of the applicable wage adjustment.

2. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after June 24, 2007, and before the implementation date of the applicable wage adjustment.

3. New state employees hired into the bargaining unit between June 24, 2007 and the implementation date of the applicable wage adjustment.

4. Employees hired into the bargaining unit from another certified state bargaining unit between June 24, 2007, and the effective date of the Agreement and prior to the effective date of the general wage increase of the employee's former bargaining unit.

5. Former employees of the bargaining unit who retired from state service between June 24, 2007, and the implementation date of the applicable wage adjustment.

6. Employees in the bargaining unit who are on or returned from a leave of absence between June 24, 2007, and the implementation date of the applicable wage adjustment. Employees who went on a leave of absence from a position in the bargaining unit after June 24, 2007, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

**11/3/2** For purposes of calculating employee benefits, except for former employees who have retired, the lump sum wage payment shall be considered as salary or wages earned during the period commencing June 24, 2007, and the implementation date of the applicable wage adjustment.

#### **Section 4 Pay Administration**

**11/4/1** Pay administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Adm. Code, except where specifically modified by this Agreement.

**11/4/2** Pay administration for employees in pay ranges 15-02 and 15-03 will be in accordance with the provisions of Appendix B.

**11/4/3** Pay on Reallocation to a Higher Classification: The pay of regraded employees whose positions are reallocated to a higher classification shall be determined in accordance with s. 29.03(3), Wis. Admin. Code, except regraded employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the pay range minimum, whichever is greater.

**11/4/4** Pay on Reclassification to a Higher Classification: The pay of employees whose positions are reclassified to a higher classification shall be determined in accordance with s. 29.03(3)(c), Wis. Admin. Code; except that in lieu of the increase amounts provided pursuant to s. 29.03(3)(c), Wis. Admin. Code, such regraded employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

**11/4/5** Pay on Promotion: Pay on promotion will be determined in accordance with s. 29.03(4), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to s. 29.03(4)(b), Wis. Admin. Code, employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

**11/4/6** Pay on Completion of First Six (6) Months of Probation: No six (6) month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

**11/4/7** All references to “PSICM” in ER 29, Wis. Admin. Code, will be changed to “minimum.”

## **Section 5                    Quarterly Classification/Pay Range Assignment Meetings**

**11/5/1** The parties agree to meet quarterly during the life of this Agreement, as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to compensation or the classification system, such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/ reassignment of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

**11/5/2** Absent mutual agreement as provided above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract, when such action will adversely impact the contractual rights or

benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

**11/5/3** Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

**Section 6           HAM Notification**

**11/6/1** 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-Wisconsin with the HAM Request and Authorization Form and the names and starting salaries of employees hired using HAM during the previous six (6) months. Disputes which arise concerning the accuracy or completeness of the information will not be subject to the grievance procedure as outlined in Art. IV.



**ARTICLE XII**

**Employee Benefits**

**Section 1 Health Insurance**

**12/1/1** The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are comparable in benefit levels and shall be considered as examples of comparability.

**12/1/2** Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

**12/1/3** Effective with premiums due for coverage beginning January 1, 2004, a three-tier health insurance model will be implemented. The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned for employees appointed to work one thousand and forty four (1044) hours or more per year. Employee contributions under this three-tier approach are as follows:

**Employee Monthly Contribution**

	<u>2008</u> Coverage Months		<u>2009</u> Coverage Months	
	Single	Family	Single	Family
Tier 1	\$ <u>27.00</u>	\$ <u>68.00</u>	\$ <u>31.00</u>	\$ <u>78.00</u>
Tier 2	\$ <u>60.00</u>	\$ <u>150.00</u>	\$ <u>69.00</u>	\$ <u>173.00</u>
Tier 3	\$ <u>143.00</u>	\$ <u>358.00</u>	\$ <u>164.00</u>	\$ <u>412.00</u>

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

**12/1/4** The Employer agrees to offer the State Maintenance Plan in those counties in which there are no approved alternative plans.

**12/1/5** Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 12/1/3, above, the Employer agrees to pay fifty percent (50%) of the total monthly premium amount for the health plan selected for insured employees in part time positions who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

**12/1/6** An employee who is laid off or on an approved leave of absence without pay may continue his/her group health insurance for a period not to exceed thirty-

six (36) calendar months while on layoff status or on approved leave of absence without pay provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

**Section 2 Life Insurance**

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

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

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

**Section 3 Income Continuation Insurance**

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

**Section 4 Sick Leave**

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

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

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

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

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

A. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to

return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When the Employer requires such a certificate or verification, if requested by the employee, the Employer will provide the reason behind its belief that the employee is abusing the sick leave privilege or may not be physically fit to return to work. The Employer will provide this information within twenty-four (24) hours of receipt of the employee's request. The Employer will pay the cost of the medical certificate if it is not covered by the employee's present health insurance program. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. With the approval of the Employer, employees will be permitted to use personal holidays, earned compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirements for sick leave as set forth above.

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

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

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

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in C, above) for a limited period of time to permit the employee to make other arrangements. Use of

sick leave for the purposes of this Section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances, provided prior approval is obtained. An employee may use sick leave for the care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

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

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

H. Appropriate use of bereavement leave under this section will not initiate an employee being placed on a review program for unanticipated use of sick leave.

**12/4/3** The Employer agrees to provide the following Supplemental Health Insurance Conversion Credits (SHICC) for permanent employees who retire or are laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while laid off, under the following conditions. The definition of "layoff" for purposes of SHICC does not include employees on a temporary, school year, seasonal, or sessional layoff.

A. The credits shall be based upon an employee's full number of years of seniority on the date of retirement, death, or layoff.

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

For employees who retire, die, or are laid off with at least fifteen (15) full years of seniority, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of service through twenty four (24) years. For years of seniority over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of seniority over twenty four (24) years.

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

multiplied by the number of years of seniority through twenty four (24) years. For years of seniority over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of seniority over twenty four (24) years.

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

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

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

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

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

E. 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 12/4/6, below, or 5 years have elapsed from the date of layoff, whichever occurs first.

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted. In the event an employee returns to a position covered by this agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of seniority and sick leave accrual.

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

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

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

**12/4/5** The employee may elect to delay conversion of his/her sick leave credits after the date of retirement, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's highest base pay rate while in state service.

**12/4/6** Separation from the service shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the state within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored provided he/she is re-employed by any agency of the State within five (5) years. However, upon written request of an employee, accumulated unused sick leave, including any Supplemental Health Insurance Conversion Credits available under 12/4/3, shall, at the time of permanent layoff, be converted to cash credits at the employee's highest base pay rate while in state service for credits to be used to pay the total health insurance premium during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's unavailability, including the acceptance of any other employment, whichever comes first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1), Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

**12/4/7** Each employee's unused sick leave accumulated in his/her sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This Section

shall not be used to 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.

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

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

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

**Section 5            Paid Annual Leave of Absence**

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

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

A.            FLSA Non-Exempt Employees.

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

B.            FLSA Exempt Employees.

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

C. Seasonal, School Year or Part-Time Employees

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

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

A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as provided in sections 2/11/8, 2/12/2 and 9/12/3.

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

<b>Annual Leave Rate</b>	<b>Conversion Factor</b>
104 hour rate	.049808 per hour
120 hour rate	.057471 per hour
144 hour rate	.068966 per hour
160 hour rate	.076628 per hour
176 hour rate	.084291 per hour
184 hour rate	.088123 per hour
200 hour rate	.095785 per hour
216 hour rate	.103448 per hour

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

**12/5/4** Beginning in calendar year 1992, employees who earn less than one hundred and sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October may, at the employee's option, elect to receive forty (40) hours or prorated portion thereof of annual leave under one of the following options each year:

A. Annual leave during the year earned;

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



Employees who have accumulated the five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October, 1992 and employees who qualify at any time after the "B" pay period in October, 1992 will be permanently eligible for this benefit.

**12/5/5** Employees eligible for one hundred and sixty (160), one hundred and seventy six (176) hours or one hundred eighty four (184) annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

**12/5/6** Employees eligible for two hundred (200) or two hundred sixteen (216) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

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

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

**12/5/8** Employees shall be allowed to use their earned vacation from their last year of service prior to retirement or their accumulated sabbatical time, or both, for a payment of medical insurance premiums at the group rate for post retirement periods as under s. 40.05(4)(b), Wis. Stats.

## **Section 6 Leave for Promotional Exams**

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

examinations when such examinations and interviews are conducted during an employee's scheduled work time.

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

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

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

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

## **Section 7            Leaves of Absence Without Pay**

**12/7/1** Employees upon request may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding one (1) year except as provided in paragraphs 12/7/2, 3, 4, 5, 6, 7, and 8 below and Article II, Sections 11 and 12, and 9/12/3.

**12/7/2** Pregnant employees shall be granted a maternity leave of absence without pay as follows:

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

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

C. Except as provided under Article XII, Section 4, of this Agreement (Sick Leave) all periods of leave related to maternity shall be leaves of absence without pay.

**12/7/3** Paternity leave of absence for childbirth shall be allowed for a maximum period of up to six (6) months.

**12/7/4** School Year Employees--Employees whose services are not required at institutions or schools during a summer or vacation period recess, shall be granted leave of absence without pay.

**12/7/5** Except as provided in Section 9 of this Article, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

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

**12/7/6** Employees adopting a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding, six (6) months. Upon request of the employee and at the discretion of the Employer, this leave of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months. Such leave must coincide with the actual taking custody of the child or children.

**12/7/7** One employee who is elected or appointed as the Union or AFT-Wisconsin professional staff shall be granted a leave of absence without pay for the term of this Agreement. The rights of such employee who returns from such leave within a two (2) year time period shall be as provided in 12/7/9. The rights of such employee who returns after a two (2) year time period shall be limited to reinstatement within the agency to a vacant position for which the returning employee meets the established requirements of training and experience as set forth in the most recent description advertisement to fill the position.

**12/7/8** Any employee who is elected or appointed as the president of an AFL-CIO central labor body or the AFT-Wisconsin organization shall be granted a leave of absence without pay for two (2) years. The employee shall submit written notification to his/her immediate supervisor at least thirty (30) days prior to his/her anticipated departure date. Return from such leave of absence without pay shall be as provided in 12/7/9.

**12/7/9** Except as provided in 12/7/7 above, the Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay:

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

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

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

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

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

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

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

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

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

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

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

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

**12/8/9** Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take other action consistent with paragraph 12/8/6. Upon return to full work status, an employee's benefits under this Section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefits resume for the period of treatment recommended providing such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

## **Section 9            Military Service**

**12/9/1** Annual Field Training: The Employer agrees to grant employees who have permanent status and who are members of the national guard, state guard or any other reserve component of the military forces of the United States or the state

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

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

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

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

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

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

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

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

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

3. The employee has received a military leave of absence under 12/7/5, under 12/9/1, 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 12/9/1 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 12/9/1.

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

this paragraph may apply to an individual employee or to a group of employees, as determined by the governor.

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

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

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

#### **Section 10 Jury Duty**

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

#### **Section 11 Retirement**

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

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



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

**12/11/4** Effective with the first pay period after the effective date of this Agreement, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment contribution for general occupation employees.

**Section 12        Holidays**

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

Independence Day	July 4
Labor Day	<u>First Monday in September</u>
Thanksgiving Day	<u>Fourth Thursday in November</u>
Christmas Eve	December 24
<u>Christmas Day</u>	December 25
New Year's Eve	December 31
<u>New Year's Day</u>	January 1
Martin Luther King Jr. Day	<u>Third Monday in January</u>
Memorial Day	<u>Last Monday in May</u>

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

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

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

**12/12/5** The Employer agrees to provide employees with three and one-half (3 1/2) non-cumulative personal holidays in each of the calendar years covered by this Agreement, plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing their probationary period will earn only the annual prorated amount of their personal holidays. Personal holidays shall be scheduled and taken as provided in Article VI, Section 5 (Hours of Work).

**12/12/6** The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. Effective January 1, 1996, proration of legal holidays for part-time employees shall be as follows:

A. At the beginning of each calendar year, all part-time employees shall receive credit for all legal holidays prorated on the basis of the percentage of their full time equivalency (FTE) percentage.

B. Proration based on actual hours in pay status shall be done at least annually. Additional time earned in excess of the FTE credits which are not used in the calendar year earned shall be carried over to the following calendar year. Credits used but not earned in the calendar year shall be deducted from the following year's credits. At the Employer's discretion, proration may occur at the end of an employee's seasonal/school year employment period and any amounts due deducted from the employee's wages. In lieu of the deduction, the employee may elect to refund the Employer.

Employees hired into part-time positions after the start of a calendar year shall be prorated for remaining holidays in that year based on their FTE. Part-time employees who become full-time during the calendar year shall be prorated for all holidays during their part-time employment through the last full week of part-time employment.

C. Part-time employees shall be eligible for all legal holidays, except for those holidays which occur during periods of leave of absence without pay, layoffs or following termination.

However, seasonal and school year employees scheduled off due to seasonal or school year recess periods shall be eligible for holidays occurring during those periods.

D. When a legal holiday falls on an employee's regularly scheduled work day and the employee is scheduled off, the employee may use accumulated vacation, personal holiday, legal holiday, and/or compensatory time up to the total number of hours the employee would regularly have been scheduled.

**Section 13 Payment for Working Holidays**

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

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

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

In addition to the compensation provided to employees under 12/13/1, above, employees who are required to work on a Holiday shall also receive

compensatory time on an hour-for-hour basis, not to exceed eight (8) hours for working on the full holiday.

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

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

## **Section 14 Administration of Worker's Compensation Benefits**

**12/14/1** In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the management shall make an initial determination as to whether the injury or disease was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

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

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

## **Section 15 Witness Fees**

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

## **Section 16 Dental Insurance Deduction**

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

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

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

**Section 18 Wisconsin Family and Medical Leave Act**

**12/18/1** The parties agree to abide by the provisions of the Wisconsin Family Medical Leave Act and the Federal Family and Medical Leave Act of 1993, or as they may be amended. Provisions of this Section are not subject to the Grievance Procedure of this Agreement.

**Section 19 Catastrophic Leave**

**12/19/1** This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

**12/19/2** Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

**12/19/3** A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One (1) representative from each certified parent Union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

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

**12/19/5** The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

**12/19/6** Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

**12/19/7** The local union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

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

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

B. Must be on approved unpaid leave of absence.

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

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

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

F. Must not be receiving other salary replacement benefits.

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

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

I. Must remain a state employee.

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

**12/19/9** To be an eligible donor, an employee:

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

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

C. Must remain a state employee.

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

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

**Section 20 Americans with Disabilities Act**

**12/20/1** The language of this Agreement will be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act, or as it may be amended. Provisions of this Section are not subject to the Grievance Procedure of this Agreement.

## ARTICLE XIII

### No Strike or Lockout

#### Section 1

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

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

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

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

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

**13/1/3** When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within 24 hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

**13/1/4** The Employer agrees that neither, it, its officers, agency or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout. If a lockout does, in fact, occur, all affected employees shall be paid for such period of time at their regular rate of pay for time lost from work due to the lockout.

## **Section 2**

**13/2/1** In the event a dispute arises between the parties hereto with respect to whether or not the Union or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This Section shall not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.



## ARTICLE XIV

### General

#### Section 1           Obligation to Bargain

**14/1/1** This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the Personnel Board relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even through such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### Section 2           Partial Invalidity

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

#### Section 3           Definition of Probationary Employee

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

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

**Section 4          Retroactivity**

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

## ARTICLE XV

### Termination of Agreement

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

**NEGOTIATING NOTE #1  
2007-2009 AGREEMENT**

**DNR - TRANSFER EXPENSES**

Representatives of the Union will meet with representatives from the Department of Natural Resources (DNR) to study the administration of relocation expense reimbursement for transfers under the contract. The study will address criteria used to determine eligibility for relocation expense reimbursement as well as examine other relocation incentives or issues subject to applicable provisions of state statutes and the labor contract.

**NEGOTIATING NOTE #2  
2007-2009 AGREEMENT**

**FLEET CAR USE**

Upon request, representatives of the Union shall meet with representatives of the Department of Administration to discuss modification of current rules dealing with the required twenty-four (24) hour notice for non-availability slips and family members riding in state-owned vehicles.

**NEGOTIATING NOTE #3  
2007-2009 AGREEMENT**

**LYME DISEASE PREVENTION**

When advance written approval has been obtained from the Employer, the UW and the Departments of Natural Resources, Agriculture, Justice, Transportation, and Health and Family Services agree to reimburse certain bargaining unit employees for the cost of obtaining the Lyme Disease vaccination series from their own medical provider when the cost of such vaccination is not covered by the employee's present health insurance program. Employees eligible for reimbursement are those who the Employer determines are regularly assigned to field duties which could expose them to the risk of contracting Lyme Disease.

It is understood by the parties that the vaccination is not required or recommended by the Employer. The decision by an employee to obtain the vaccination is strictly voluntary based on the advice of his/her medical provider and the Employer shall have no liability for any side effect the vaccine may have on the employee's health.

**NEGOTIATING NOTE #4**  
**2007-2009 AGREEMENT**

**PROJECT LEADER AND ADD-ON PILOT**

During the life of this Agreement, the Employer (Director of OSER) reserves the right to develop and implement methods of compensating unit employees for project leader responsibilities or other responsibilities as deemed appropriate. Before such a program is implemented, the Employer will meet and confer with two (2) representatives appointed by the Union. Any additional compensation implemented under this paragraph will cease with the expiration of the 2007-2009 Agreement.

**NEGOTIATING NOTE #5**  
**2007-2009 AGREEMENT**

**APPLICATION OF HOLIDAY COMPENSATION PROVISIONS**

**(Par. 12/13/1 and 12/13/2) in the Department of Natural Resources**

The purpose of this Negotiating Note is to clarify and give examples of the application of paragraphs 12/13/1 and 12/13/2 in the Department of Natural Resources, when employees are required to work on a legal holiday.

Under par. 12/13/1: Holiday Premium Pay, employees required to work on a holiday will receive time and one-half (1 1/2) compensation for all hours worked on the holiday. For example, if an employee works eight (8) hours on an eight (8) hour holiday, he/she will receive their normal eight (8) hours of base pay at the straight time rate. In addition, the employee will receive four (4) hours of compensatory time as the premium portion of the holiday compensation. If an employee works ten (10) hours on an eight (8) hour holiday, he/she will receive their normal eight (8) hours of base pay at the straight time rate plus an additional two (2) hours of compensatory time to make up to a total of ten (10) hours of straight time pay. In addition, the employee will receive five (5) hours of compensatory time as the premium portion of the holiday compensation.

Under par. 12/13/2: Holiday Compensatory Time, employees are credited at the beginning of each calendar year with the number of Saturday/Legal holiday credits appropriate to the budgeted percentage of full time equivalence (FTE) for their position [for example, seventy-six (76) hours for one hundred percent (100%) FTE, thirty-eight (38) hours for fifty percent (50%) FTE.] If an employee does not work on a holiday, he/she will indicate on their time report the appropriate number of hours of Saturday/Legal credits necessary to cover the holiday absence. If an employee works on the holiday or if the holiday falls on the employee's regularly scheduled day off, the employee will not report the use of Saturday/Legal holiday credits on the time report. Instead, the appropriate number of hours of Saturday/Legal holiday credits will remain in the employee's Saturday/Legal

holiday account and may be scheduled as compensatory time off as provided in par. 6/6/2 of the Agreement. In this way, the unused Saturday/Legal holiday credits satisfy the Holiday Compensatory Time provisions of par. 12/13/2.

**NEGOTIATING NOTE #6  
2007-2009 AGREEMENT**

**NOTICE OF REORGANIZATION**

Whenever the agency or university is to be reorganized and requires Department of Administration approval, the agency or university shall provide the Union with thirty (30) days advanced notice of the effective date of such reorganization, whenever practicable.

**NEGOTIATING NOTE #7  
2007-2009 AGREEMENT**

**DEPARTMENT OF NATURAL RESOURCES  
PROTECTIVE CLOTHING**

The Department will provide insulated coveralls, or jacket and bibs, and gloves, upon written request of the employee, to protect personal clothing of Foresters from paint damage when they are required to mark trees during winter months. Such insulated protective clothing will remain the property of the Employer and is not for personal use of employees.

**NEGOTIATING NOTE #8  
2007-2009 AGREEMENT**

**PILOT BILINGUAL ADD-ON**

Effective the first day of the pay period following the effective date of the Agreement, the Employer agrees to implement a pilot bilingual add-on. The appointing authority will have the sole discretion to provide an add-on not to exceed \$1.00 per hour to any employee whose position description requires the employee to speak or translate a language other than English. The add-on amount granted will be based on the employer's assessment of the need for bilingual skills on a position by position basis, and may also take into consideration other factors including but not limited to anticipated percentage of time devoted to this activity, estimates of the size of the client/customer base served that require bilingual services, and the number of languages utilized. This add-on will supplement the employee's base pay and will be immediately discontinued if the employee leaves the position or if the requirement is removed from the position description. Issues related to the application or denial of this add-on shall not be subject to the grievance process.

**NEGOTIATING NOTE #9**  
**2007-2009 AGREEMENT**

**PROFESSIONAL LIABILITY**

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

**NEGOTIATING NOTE #10**  
**2007-2009 AGREEMENT**

**DEPARTMENT OF NATURAL RESOURCES**  
**APPLICATION OF LEGAL HOLIDAY CREDITS USED**  
**TOWARD OVERTIME COMPENSATION**

During a scheduled work week that includes any of the legal holidays provided in 12/12/1, if an employee is required by management to work additional hours in excess of his/her regularly scheduled forty (40) hours in accordance with 6/4/2, 6/4/3, 6/4/4, 6/12/1 or an overtime authorization approved by the Secretary of the Department of Natural Resources (or designee) in accordance with 6/4/1, legal holiday credits used on the holiday will be counted toward the base of forty (40) hours for purposes of determining the employee's eligibility for the earning of compensatory time or cash payment for the required additional hours worked.

**MEMORANDUM OF UNDERSTANDING #1**  
**2007-2009 AGREEMENT**

**PARKING/PUBLIC TRANSIT ACCOUNT**

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

**MEMORANDUM OF UNDERSTANDING #2**  
**2007-2009 AGREEMENT**

**STEWARD/GRIEVANCE REPRESENTATIVE TRAINING**

The Employer and the Union agree to support a program for the training of Steward/Grievance Representatives.

Up to five current union stewards will be allowed up to four (4) hours without loss of pay during the term of the Agreement to attend refresher steward training. Up to ten new union stewards will be allowed up to eight (8) hours without loss of pay during the term of the Agreement to attend steward training. Each employee must give his/her immediate supervisor fourteen (14) calendar days advance notice of their attending this training. Management may deny attendance based on operational needs.

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



**MEMORANDUM OF UNDERSTANDING #3**  
**2007-2009 AGREEMENT**

**DCA CRITERIA JUSTIFICATION PROVIDED TO**  
**DCA ADVISORY GROUPS**

Beginning June 30, 2002, DCA Justification provided to DCA Advisory Groups for review must include the following, as applicable:

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

B. Retention: Detail the knowledge base and/or skill sets, and the degree of disruption to agency operations. Note: The employee's possession of a valid job offer may or may not be considered by the Employer for granting a retention adjustment.

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

D. Increased competencies: Detail the skill set(s) or experiences developed and acquired.

**MEMORANDUM OF UNDERSTANDING #4**  
**2007-2009 AGREEMENT**

**AGENCY STATE-WIDE EMPLOYING UNIT LAYOFFS**

The provisions of this Memorandum of Understanding (MOU) apply only to employees in a state-wide employing unit within an agency when a filled position within the bargaining unit in the employing unit is to be eliminated or involuntarily reduced in budgeted full-time equivalency (FTE) through a reduction in the workforce, and the position is held by an employee who is not the least senior employee in the established layoff group.

The Employer shall notify each affected employee in writing of the action to be implemented as soon as possible but not less than fourteen (14) calendar days in advance of the layoff effective date. The notice shall contain reference to the options available to the employee pursuant to this MOU. Upon receipt of the written notice from the appointing authority (or designee) that his/her position is to be eliminated or reduced in FTE, the employee will, within five (5) calendar days, elect one option from among the numbered/lettered options identified below. If the employee fails to select an option within the time allotted, the employee shall be deemed to have volunteered to be separated from employment in accordance with 8/2/2/D. The time period for selecting an option may be extended with the agreement of the appointing authority or designee.

1. Reassignment to the position of the least senior employee in the layoff group.

2. If the assigned headquarters of the position of the least senior employee in the layoff group is located more than forty (40) miles from the employee's current residence, the employee may, based on seniority, exercise one of the options below:

- a) Demote in lieu of layoff under the provisions of 8/3/2.
- b) Bump in lieu of layoff under the provisions of 8/3/3.
- c) Transfer in lieu of layoff under the provisions of 8/3/4.

3. Request to be separated from employment in lieu of the layoff of a less senior employee in the layoff group under the provisions of 8/2/2/D.

An employee exercising options 2a, 2b, 2c or 3 above will retain the right of restoration under the provisions of 8/4/2.

This MOU will sunset on June 30, 2009, regardless of contract extension, unless the parties mutually agree to extend.

**MEMORANDUM OF UNDERSTANDING #5**  
**2007-2009 AGREEMENT**  
**Effective April 26, 2009**

**FIRE DUTY READINESS PAYMENT**  
**FOR DEPARTMENT OF NATURAL RESOURCES**  
**FORESTERS & FORESTRY SPECIALISTS**

**Weekdays:** Department of Natural Resources Foresters and Forestry Specialists who are assigned fire suppression duties will receive one (1) hour of pay at the straight time rate as a supplemental payment for each eight (8) hour period, or portion thereof, during their non-work time Monday through Friday when required to be able to be reached by two-way radio, telephone, cell phone or pager and report for fire suppression duty in less than one (1) hour.

**Weekends:** Department of Natural Resources Foresters and Forestry Specialists who are assigned fire suppression duties will receive two (2) hours of pay at the straight time rate as a supplemental payment for each eight (8) hour period, or portion thereof, on a Saturday or Sunday when required to be able to be reached by two-way radio, telephone, cell phone or pager and report for fire suppression duty in less than one (1) hour.

**The Employer will restore earned legal holiday leave credits used up to a maximum of eight (8) hours to employees placed on fire duty readiness status on a**

legal holiday. Any restored legal holiday leave must be used within the same calendar year.

The Employer will make a reasonable effort to notify those affected employees of their release from fire duty readiness status.

Effective April 26, 2009, the provisions of Article VI, Section 9 (Standby), do not apply to employees covered by the provisions of this Memorandum of Understanding. Prior to April 26, 2009, the standby provisions of Article VI, Section 9, remain in effect for DNR Foresters and Forestry Specialists.

The parties agree that problems arising from the implementation of the fire duty readiness payment during the life of the 2007-09 Agreement will be mutually discussed in an effort to resolve them as soon as possible.

**APPENDIX A**  
**PAY SCHEDULE I**  
**SCHEDULE 15: WISCONSIN SCIENCE PROFESSIONALS**  
**Effective prior to implementation of the FY 2007-2008 pay schedule**

Pay Range	Official Hourly Rate					Monthly Basis*			Annual Basis*		
	Min	Appt Max	Max	Within Range Step	8% of Min	Min	Appt Max	Max	Min	Appt Max	Max
15-02	38.185	45.822	53.459	1.146	3.055	6,644	7,973	9,302	79,730	95,676	111,622
15-03	20.960	32.541	44.121	0.629	1.677	3,647	5,662	7,677	43,764	67,945	92,125
15-24	16.083		26.805	0.483	1.287	2,798		4,664	33,581		55,969
15-35	17.160		28.600	0.515	1.373	2,986		4,976	35,830		59,717

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

**APPENDIS A (cont)**  
**PAY PROGRESSION SCHEDULE**

**Effective prior to implementation of the FY 2007-2008 pay schedule**

<b>Developmental Series Range 15-24</b>		<b>Hydrogeologist Series Range 15-35</b>	
	Rate		Rate
Minimum	16.083	Minimum	17.160
A (Year 1)	16.843	A (Year 1)	18.772
B	17.713	B	20.278
C (Year 2)	18.582	C (Year 2)	21.787
D	19.453		
E (Year 3)	20.321		

**APPENDIX A (cont)**  
**PAY SCHEDULE II**  
**SCHEDULE 15: WISCONSIN SCIENCE PROFESSIONALS**  
**Effective June 8, 2008 through July 5, 2008**

Pay Range	Official Hourly Rate					Monthly Basis*			Annual Basis*		
	Min	Appt Max	Max	Within Range Step	8% of Minimum	Min	Appt Max	Max	Min	Appt Max	Max
15-02	38.949	46.739	54.529	1.169	3.116	6,777	8,133	9,488	81,326	97,591	113,857
15-03	21.380	35.277	49.174	0.642	1.711	3,720	6,138	8,556	44,641	73,658	102,675
15-24	16.405	n/a	27.342	0.493	1.313	2,854		4,758	34,254		57,090
15-35	17.504	n/a	29.174	0.526	1.401	3,046		5,076	36,548		60,915

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

**APPENDIX A (cont)**  
**PAY PROGRESSION SCHEDULE**  
**Effective June 8, 2008 through July 5, 2008**

<b>Developmental Series Range 15-24</b>		<b>Hydrogeologist Series Range 15-35</b>	
	Rate		Rate
Minimum	16.405	Minimum	17.504
A (Year 1)	17.180	A (Year 1)	19.148
B	18.068	B	20.684
C (Year 2)	18.954	C (Year 2)	22.223
D	19.843		
E (Year 3)	20.728		

**APPENDIX A (cont)**  
**PAY SCHEDULE III**  
**SCHEDULE 15: WISCONSIN SCIENCE PROFESSIONALS**  
**Effective July 6, 2008 through June 6, 2009**

Pay Range	Official Hourly Rate					Monthly Basis*			Annual Basis*		
	Min	Appt Max	Max	Within Range Step	8% of Min	Min	Appt Max	Max	Min	Appt Max	Max
15-02	39.339	47.207	55.075	1.181	3.148	6,845	8,214	9,583	82,140	98,568	114,997
15-03	21.594	35.631	49.667	0.648	1.728	3,757	6,200	8,642	45,088	74,398	103,705
15-24	16.570	n/a	27.617	0.498	1.326	2,883		4,805	34,598		57,664
15-35	17.680	n/a	29.467	0.531	1.415	3,076		5,127	36,916		61,527

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



**APPENDIX A (cont)**  
**PAY PROGRESSION SCHEDULE**  
**Effective July 6, 2008 through June 6, 2009**

<b>Developmental Series Range 15-24</b>		<b>Hydrogeologist Series Range 15-35</b>	
	Rate		Rate
Minimum	16.570	Minimum	17.680
A (Year 1)	17.352	A (Year 1)	19.340
B	18.249	B	20.891
C (Year 2)	19.144	C (Year 2)	22.446
D	20.042		
E (Year 3)	20.936		

**APPENDIX A (cont)**  
**PAY SCHEDULE IV**  
**SCHEDULE 15: WISCONSIN SCIENCE PROFESSIONALS**  
**Effective June 7, 2009 through June 30, 2009**

Pay Range	Official Hourly Rate					Monthly Basis*			Annual Basis*		
	Min	Appt Max	Max	Within Range Step	8% of Min	Min	Appt Max	Max	Min	Appt Max	Max
15-02	40.913	49.096	57.279	1.228	3.274	7,119	8,543	9,967	85,426	102,512	119,599
15-03	22.026	36.343	50.660	0.661	1.763	3,833	6,324	8,815	45,990	75,884	105,778
15-24	16.902	n/a	28.170	0.508	1.353	2,941		4,902	35,291		58,819
15-35	18.034	n/a	30.057	0.542	1.443	3,138		5,230	37,655		62,759

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

**APPENDIX A (cont)**  
**PAY PROGRESSION SCHEDULE**  
**Effective June 7, 2009 through June 30, 2009**

<b>Developmental Series Range 15-24</b>		<b>Hydrogeologist Series Range 15-35</b>	
	Rate		Rate
Minimum	16.902	Minimum	18.034
A (Year 1)	17.700	A (Year 1)	19.727
B	18.614	B	21.309
C (Year 2)	19.527	C (Year 2)	22.895
D	20.443		
E (Year 3)	21.355		

**APPENDIX B**  
**2007-2009 AGREEMENT**

**BROADBAND PAY SYSTEM**

**Section 1 Coverage**

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

**Section 2 Effective Date**

Except as indicated in Section 5, below, the provisions of Appendix B are effective the effective date of the Agreement for pay ranges 15-02 and 15-03.

**Section 3 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### D. Pay on Original Appointment

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

##### E. Pay on Promotion

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

2. If an employee’s present base pay rate is greater than the applicable appointment maximum minus four (4) within range pay steps and less than the pay range maximum, the employee may, at the discretion of the appointing authority, receive a base pay increase of up to four (4) within range pay steps, subject to the maximum of the pay range.

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

F. Pay on Voluntary Transfer

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

2. If an employee's present base pay rate is greater than the applicable appointment maximum minus four (4) within range pay steps and less than the pay range maximum, the employee may, at the discretion of the appointing authority, receive a base pay increase of up to four (4) within range pay steps, subject to the maximum of the pay range.

3. Employees who voluntarily transfer to a position assigned to a higher classification series level within the same pay range will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the appointment maximum.

G. Pay on Involuntary Transfer

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

2. Employees who are involuntarily transferred, for other than disciplinary purposes, to a position assigned to a higher classification series level within the same pay range, will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the appointment maximum.

H. Pay on Reclassification and Reallocation

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

2. Regraded employees whose positions are reclassified or reallocated to higher classification series level within the same pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum, subject to the appointment maximum.

I. Pay on Reinstatement or Restoration

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

J. Reporting Requirements

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

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

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

**Section 5 Discretionary Compensation Adjustment**

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

B. Concept. The DCA is intended to provide the appointing authority with the discretion to provide employees with additional economic recognition. The appointing authority shall only grant DCA's in accordance with

the following criteria. The criteria must be applied in a non-discriminatory manner. Written justification must be provided to substantiate the adjustment.

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

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

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

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

C. Amount.

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

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

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



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

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

F. DCA Advisory Group

1. Each agency or university campus with 10 or more WSP represented broadbanded employees will establish a DCA Advisory Group. Each DCA Advisory Group will consist of not more than two (2) management representatives and two (2) union representatives. The union will select the two (2) union representatives to serve on the Advisory Group, who must be broadbanded employees or a union steward, employed within the agency or university campus. The union will keep the Employer informed of bargaining unit Group members in each agency or university campus. Absent selection of union representatives, no Advisory Group will be formed in that agency or university campus.

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

3. The management designee as determined by the appointing authority, will forward DCA recommendations to DCA Advisory Group members for review prior to submittal to the appointing authority for decision. Documentation provided to Group members for review will be that which is required by the agency's DCA process. A management representative will chair the DCA Advisory Group. The DCA Advisory Group will meet or teleconference for discussion purposes at times coordinated by the Group chair. The chair will determine the amount of time in which the Advisory Group will provide a written response. This time limit will be no less than by the end of the next working day and no more than by the end of three (3) working days after receipt of the documentation. The chair will provide the written response from the Advisory Group to the management designee, at which point the DCA recommendation will be submitted to the appointing authority. Comments received after the time limit determined by the chair may or may not be taken into consideration by the appointing authority. Bargaining unit Group members may request use of work time to review DCA recommendations.

G. Reporting Requirements.

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

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

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

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

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

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

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

**Section 6 Sunset**

The provisions of this appendix will sunset on June 30, 2009, unless the parties mutually agree to extend.

**APPENDIX C**  
**2007-2009 AGREEMENT**

**SUPPLEMENTAL HEALTH INSURANCE CONVERSION  
CREDITS UPON RETIREMENT, LAYOFF OR DEATH  
WHILE IN STATE SERVICE**

<b>Years of Seniority</b>	<b>Maximum Matching Credits – General</b>	<b>Maximum Matching Credits - Protective</b>
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

**APPENDIX D**  
**2007-2009 AGREEMENT**

**TRAVEL GUIDELINES**

**MEAL CLAIMS:**

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

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

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

**LODGING**

**IN-STATE LODGING:**

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

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

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

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

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

## **AUTOMOBILE TRANSPORTATION**

Use of Fleet Vehicles:

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

Use of Personal Vehicles:

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

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

Rental Vehicles:

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

For one (1) or two (2) travelers, an economy-size vehicle shall be rented. A larger size vehicle may be rented and fully reimbursed if there are three (3) or more travelers involved in state business or extra space is needed for equipment. Claims for larger vehicles must be justified in writing.

The State has contracts with vehicle rental companies for discounted rates. All contract vendor rates include free collision and liability insurance. A non-contract vendor should only be used when none of the contract vendors have vehicles available.

When renting from non-contract vendors within the U.S., the collision damage insurance (CDW) is reimbursable and must be purchased.

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

**AIR TRAVEL:**

Reimbursement for air travel is limited to the lowest appropriate air fare. Lowest appropriate air fare is defined as coach fare, which provides for not more than a two (2) hour window from the traveler's preferred departure or arrival time and may require one (1) plane transfer. Reimbursement at a rate other than the lowest appropriate air fare must be approved by the agency head or designee in the form of a written explanation of the reasonableness of the expense.

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

**TAXI AND LIMOUSINE:**

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

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

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

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

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

**MISCELLANEOUS ALLOWABLE EXPENSES**

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

sufficient clothing for the duration of their expected travel. Receipts are required for reimbursement.

Telephone: One (1) personal call home is reimbursable up to five dollars (\$5.00) for each night in travel status, or for an unscheduled geographical location change, or for an unscheduled change in travel status resulting in more than an hour extension to the employee's original scheduled return time.

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

Gratuities and Porterage: Necessary gratuities to hotel employees are reimbursable up to \$2.00 on the day of arrival, \$2.00 on the day of departure and \$2.00 per each night of stay. Porterage costs at airports or bus terminals shall be reimbursed. The claim must be fully explained on the travel voucher and should not exceed \$1.00 per piece of luggage.

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

### **EXPENSES FOR REASONABLE ACCOMMODATIONS**

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

### **MAXIMUM REIMBURSEMENT RATES**

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

In-state travel in counties other than Milwaukee, Racine and Waukesha: \$62.00, \$70 effective July 1, 2008

Milwaukee, Racine and Waukesha: \$72.00, \$80 effective July 1, 2008

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

### **MEALS:**

In-State:	Breakfast	\$ 8.00
	Lunch	\$ 9.00
	Dinner	\$17.00
	Bag Lunch	\$ 4.00

Out-Of-State:	Breakfast	\$10.00
	Lunch	\$10.00
	Dinner	\$20.00

**MILEAGE:**

Personal Vehicle: \$0.425/mile, \$0.485 effective July 1, 2008, when a fleet vehicle is not available and employee obtains a non-availability slip **OR** at a rate determined by DOA when an employee prefers to use a personal vehicle.

Handicapped: \$0.60, \$0.660 effective July 1, 2008, when State van is not available **OR**

Equipped Van: \$0.55, \$0.610 effective July 1, 2008, when State van is available and employee uses personal van.

Motorcycle: \$0.212, \$0.285 effective July 1, 2008, per mile

Private Airplane: \$0.425, \$0.485 effective July 1, 2008, per mile

**EXPENSES NOT REIMBURSABLE\***

- Alcoholic Beverages
- Spouse or family members' travel costs
- Cancellation charges (unless fully justified)
- Lost/stolen cash or personal property
- Personal items, e.g., toiletries, luggage, clothing, etc.
- Traffic citations, parking tickets and other fines
- Excessive mileage charges incurred for personal reasons, e.g., sightseeing, side trips, etc.
- Parking costs at the assigned workplace
- Repairs, towing service, etc., for personal vehicle
- Additional charges for late checkout
- Taxi fares to and from restaurants
- Meals included in the cost of registration fees or air fare
- Flight insurance
- Pay for view movies in motel room; personal entertainment
- Child care costs and kennel costs

*\*This list is not all inclusive.*



**APPENDIX E**  
**2007-2009 AGREEMENT**

**SEMI-AUTOMATIC PROGRESSION ADJUSTMENTS**  
**ADMINISTRATION**

A. Ongoing Administration.

1. Eligibility.

a. Eligible: Subject to b., below, employees in positions allocated to classifications assigned to pay ranges 15-24 and 15-35 whose base pay rate is less than Progression Point E (Point C for Hydrogeologists) are eligible for semi-automatic progression adjustments as specified in 3., below.

b. Ineligible: The following employees are not eligible for a semi-automatic progression adjustment:

1) Employees who are serving the first six (6) months of an original or promotional probationary period.

2) Employees who have received an unsatisfactory performance evaluation prior to the employee attaining the next progression level and who have not received written notification that the unsatisfactory performance has been corrected.

(a) Employees must be notified of unsatisfactory performance in writing. The written notification must include:

(1) Details of each occurrence of unsatisfactory performance.

(2) Identification of goals and expectations stated in terms that are measurable and which specify how expectations are to be accomplished.

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

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

(d) The denial of a semi-automatic progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement.

2. Effective Date.

a. Semi-automatic progression adjustments for eligible employees will be awarded at six month intervals based on the employee's time in the classification series. Time in the classification series will be adjusted for absence from employment of more than one hundred and seventy four (174) work hours per six (6) month progression interval, approved leaves of absence, layoff, and resignation. For Military Leaves of Absences, the Employer will set pay in compliance with state and federal laws. Adjustment of time in the classification series for the aforementioned reasons may be waived at the sole discretion of the appointing authority.

b. Semi-automatic progression adjustments will be effective on first day of the pay period following the employee attaining the next progression interval. If the employee attains the next progression interval on the first day of a pay period, the semi-automatic progression adjustment will be effective on that date.

c. Effective July 2, 2000, PSICM will no longer apply and employees at the minimum of the progression will receive their progression adjustment to point A after one year of seniority in the classification series. Subsequent progression adjustments will be in accordance with a. and b. above.

3. Amount.

a. Denial of a semi-automatic progression adjustment will not be arbitrary and capricious and will be supported by documentation as specified in A/1/b/2)/(a), above.

b. Except as provided in c. and d., below, on the effective date of the semi-automatic progression adjustment, an employee's base pay rate will be increased to the pay rate which is closest to but greater than the employee's current base pay rate, in accordance with the applicable progression schedule provided in Appendix A.

c. If eligible, an employee whose semi-automatic progression adjustment has been previously denied due to circumstances described in B/1/b, above, will receive an increase to the greater of the following rates on the effective date of the next scheduled semi-automatic progression increase:

1) The pay rate which is closest to but greater than the employee's current base pay rate; or

2) The pay rate which corresponds to the employee's time in the classification series.

d. An eligible employee who is scheduled to progress to the end point of the progression schedule will receive a progression increase or be reclassified to the Senior level, as specified below:

1) Progression increase: An employee who has served less than three (3) years in the classification series for pay range 15-24 or less than two (2) years in the classification series for pay range 15-35 will receive an increase as provided in 3/b., above.

2) Reclassification to the Senior level: An employee who has served at least three (3) years in the classification series for pay range 15-24 or at least two (2) years in the classification series for pay range 15-35 will be automatically reclassified to the Senior level classification. Pay on reclassification will be set in accordance with Article XI, Section 4/4 (Pay on reclassification to a higher classification).

**APPENDIX F**  
**2007-2009 AGREEMENT**

**CLASSIFICATION PAY RANGE ASSIGNMENTS**

<b>CLASSIFICATION</b>	<b>PAY RANGE</b>
Agricultural Marketing Consultant	15-24
Agricultural Marketing Consultant-Senior	15-03
Agricultural Marketing Consultant-Advanced	15-03
Air Management Specialist	15-24
Air Management Specialist-Senior	15-03
Air Management Specialist-Advanced	15-03
Chemist	15-24
Chemist-Senior	15-03
Chemist-Advanced	15-03
Computer Evidence Recovery Specialist	15-24
Computer Evidence Recovery Specialist-Senior	15-03
Computer Evidence Recovery Specialist-Advanced	15-03
Conservation Biologist	15-24
Conservation Biologist-Senior	15-03
Conservation Biologist-Advanced	15-03
Controlled Substance Analyst	15-24
Controlled Substance Analyst-Senior	15-03
Controlled Substance Analyst-Advanced	15-03
Cytotechnologist	15-24
Cytotechnologist-Senior	15-03
Cytotechnologist-Advanced	15-03
DNA Analyst	15-24
DNA Analyst-Senior	15-03
DNA Analyst-Advanced	15-03
Environmental Analysis & Review Coordinator	15-03
Environmental Analysis & Review Specialist	15-24
Environmental Analysis & Review Specialist-Senior	15-03
Environmental Analysis & Review Specialist-Advanced	15-03
Environmental Enforcement Specialist	15-24
Environmental Enforcement Specialist-Senior	15-03
Environmental Enforcement Specialist-Advanced	15-03
Environmental Health Specialist	15-24
Environmental Health Specialist-Senior	15-03
Environmental Health Specialist-Advanced	15-03
Environmental Toxicologist	15-24
Environmental Toxicologist-Senior	15-03
Environmental Toxicologist-Advanced	15-03

<b>CLASSIFICATION</b>	<b>PAY RANGE</b>
Examiner Of Questioned Documents	15-24
Examiner Of Questioned Documents-Senior	15-03
Examiner Of Questioned Documents-Advanced	15-03
Fingerprint & Footwear Examiner	15-24
Fingerprint & Footwear Examiner-Senior	15-03
Fingerprint & Footwear Examiner-Advanced	15-03
Firearms & Toolmark Examiner	15-24
Firearms & Toolmark Examiner-Senior	15-03
Firearms & Toolmark Examiner-Advanced	15-03
Fisheries Biologist	15-24
Fisheries Biologist-Senior	15-03
Fisheries Biologist-Advanced	15-03
Food Scientist-Advanced	15-03
Forensic Imaging Specialist	15-24
Forensic Imaging Specialist-Senior	15-03
Forensic Imaging Specialist-Advanced	15-03
Forensic Science Training Coordinator-Advanced	15-03
Forester	15-24
Forester-Senior	15-03
Forester-Advanced	15-03
Forestry Specialist	15-03
Gaming Veterinarian-Objective	15-03
Gaming Veterinarian-Senior	15-03
Health Physicist	15-24
Health Physicist-Senior	15-03
Health Physicist-Advanced	15-03
Hydrogeologist	15-35
Hydrogeologist-Senior	15-03
Hydrogeologist-Advanced	15-03
Hydrogeologist Program Coordinator	15-03
Medical Technologist	15-24
Medical Technologist-Senior	15-03
Medical Technologist-Advanced	15-03
Metrologist	15-03
Microbiologist	15-24
Microbiologist-Senior	15-03
Microbiologist-Advanced	15-03
Natural Resources Educator	15-24
Natural Resources Educator-Senior	15-03
Natural Resources Educator-Advanced	15-03
Natural Resources Program Coordinator	15-03

<b>CLASSIFICATION</b>	<b>PAY RANGE</b>
Natural Resources Research Scientist	15-24
Natural Resources Research Scientist-Senior	15-03
Natural Resources Research Scientist-Advanced	15-03
Parks & Recreation Specialist	15-24
Parks & Recreation Specialist-Senior	15-03
Parks & Recreation Specialist-Advanced	15-03
Pharmacist	15-02
Pharmacy Practices Consultant	15-02
Plant Pest & Disease Specialist	15-24
Plant Pest & Disease Specialist-Senior	15-03
Plant Pest & Disease Specialist-Advanced	15-03
Public Health Sanitarian	15-24
Public Health Sanitarian-Senior	15-03
Public Health Sanitarian-Advanced	15-03
Toxicologist	15-24
Toxicologist-Senior	15-03
Toxicologist-Advanced	15-03
Trace Evidence Examiner	15-24
Trace Evidence Examiner-Senior	15-03
Trace Evidence Examiner-Advanced	15-03
Veterinarian Specialist-Senior	15-03
Veterinarian Specialist-Advanced	15-03
Veterinarian-Objective	15-03
Veterinarian-Senior	15-03
Waste Management Specialist	15-24
Waste Management Specialist-Senior	15-03
Waste Management Specialist-Advanced	15-03
Wastewater Specialist	15-24
Wastewater Specialist-Senior	15-03
Wastewater Specialist-Advanced	15-03
Water Regulation And Zoning Specialist	15-24
Water Regulation And Zoning Specialist-Senior	15-03
Water Regulation And Zoning Specialist-Advanced	15-03
Water Resources Management Specialist	15-24
Water Resources Management Specialist-Senior	15-03
Water Resources Management Specialist-Advanced	15-03
Water Supply Specialist	15-24
Water Supply Specialist-Senior	15-03
Water Supply Specialist-Advanced	15-03
Wildlife Biologist	15-24
Wildlife Biologist-Senior	15-03
Wildlife Biologist-Advanced	15-03

**STATE BARGAINING TEAM**  
**2007-2009 AGREEMENT**

Doug Thayer, Chief Spokesperson  
Office of State Employment Relations

Jim Pankratz, Administrator  
Office of State Employment Relations

Paul Hanks  
Office of State Employment Relations

Kathy Kopp  
Office of State Employment Relations

Pat Waterman  
Office of State Employment Relations

John Wiesman  
Office of State Employment Relations

Jason Beier  
University of Wisconsin-System Administration

Stacy Davidsaver  
Department of Health and Family Services

Jim Federhart  
Department of Natural Resources

Kari Heilman  
University of Wisconsin-Madison

Pat Miller  
Department of Justice

Georgia Pedracine  
Department of Agriculture, Trade and Consumer Protection

Roy Pedretti  
Department of Natural Resources

**UNION BARGAINING AND SUPPORT TEAM**  
**2007-2009 AGREEMENT**

Gary Steffen, President  
Wisconsin Science Professionals

Doug Swanson, Spokesperson  
AFT Wisconsin

Lisa Treffinger, Chair  
Department of Justice

Ken Olson, Historian  
Department of Justice

Alan Hopfensperger  
Department of Commerce

Karley Hujet  
Department of Justice

Cheryl Laatsch  
Department of Natural Resources

Brooke Ludwig  
Department of Natural Resources

Carol McCurry  
Department of Natural Resources

Kelly O'Neil  
Department of Natural Resources

Matt Roach  
State Lab of Hygiene

Sara Schreiber  
Department of Justice

Marie Stewart  
Department of Natural Resources

Liz Temple  
Department of Health and Family Services

Constantine Tsoris  
Department of Natural Resources



Ken Walz  
Department of Health and Family Services

Chiara Wuensch  
Department of Justice

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