

ARTICLE V

Wages

Section 1 Wage Adjustment

~~5/1/1~~ A. ~~Fiscal Year 2001-2002~~

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

~~1. Anniversary Adjustments: (Use Appendix A Grid) Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date.~~

~~a. Employees whose base pay rate is less than the July 1, 2001 grid endpoint of the applicable pay range shall receive a pay adjustment to the July 1, 2001 grid point in the pay range that is closest to but greater than the employee's base pay rate.~~

~~b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the July 1, 2001 grid endpoint and less than the July 1, 2001 pay range maximum of the applicable pay range, shall receive an increase of one and one-half percent (1.5%) of the employee's base pay rate, subject to the pay range maximum effective July 1, 2001. Employees who do not receive the entire one and one-half percent (1.5%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.5%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date.~~

~~c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the July 1, 2001 pay range maximum of the applicable pay range, shall receive a lump sum payment equal to the value of one and one-half percent (1.5%) of the employee's base pay~~

~~rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date.~~

~~2. Equity Adjustment~~

~~a. Employees in pay status on the effective date of the Agreement who had been originally hired into a position allocated to one of the classifications listed below from June 30, 1999 through June 30, 2000 receive a grid adjustment to the next but greater grid point within the appropriate pay range, subject to the July 1, 2001 pay range maximum.~~

Classification Title	Class Code
Nurse Clinician 2	38302
Nurse Clinician 3	38303
Nurse Clinician 4	38304
Nurse Clinician 2 Weekend	38862
Nurse Clinician 3 Weekend	38863
Physician Assistant	38000
Nursing Specialist	38260
Nurse Instructor 1	38271
Nurse Instructor 2	38272

~~3. Pay Schedule Implementation. The pay schedule specified in Appendix D/1., will be implemented.~~

~~B. Fiscal Year 2002-2003~~

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

~~1. Anniversary Adjustments: (Use Appendix A for adjustments through an effective date of October 6, 2002, Appendix B for adjustments effective from October 7, 2002 through an effective date of April 6, 2003, and Appendix C for adjustments effective from April 7, 2003 through an effective date of June~~

30, 2003) The anniversary adjustments are effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date.

~~a. Employees whose base pay rate is less than the applicable grid endpoint shall receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's base pay rate.~~

~~b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the grid endpoint and less than the pay range maximum of the applicable employee's pay range, shall receive an increase of one and one-half percent (1.50%) of the employee's base pay rate, subject to the pay range maximum. Employees who do not receive the entire one and one-half percent (1.50%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date.~~

~~c. Employees whose base applicable pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one-half percent (1.50%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the anniversary adjustment.~~

~~2. Effective the first day of the pay period following the effective date of this Agreement, Nurse Clinician Classifications New Minimum Rate:~~

~~All employees in pay status assigned to one of the Nurse Clinician classifications listed below whose base pay rate is less than the Appendix A, grid level D are moved to Appendix A, grid level D.~~

~~Eligible Classifications Class Code~~

~~Nurse Clinician 2 38302~~

Nurse Clinician 2 Weekend	38862
Nurse Clinician 3	38303
Nurse Clinician 3 Weekend	38863
Nurse Clinician 4	38304

~~3. Pay Schedule Implementation. The pay schedule specified in Appendix D/II, will be implemented.~~

~~4. Grid Implementation Effective October 6, 2002, or the first day of the pay period following the effective date of the contract, whichever is later: The grid specified in Appendix B will be implemented as follows:~~

~~a. Subject to b., below, employees will be placed at the grid level in the appropriate pay range that corresponds with the employee's current base pay rate.~~

~~b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix B grid will be the lower of the two (2) grid levels.~~

~~5. Nurse Clinician Classifications New Minimum Rate effective October 6, 2002, or the first day of the pay period following the effective date of the Agreement, whichever is later:~~

~~All employees in pay status assigned to one of the Nurse Clinician classifications listed in 2., above, whose base pay rate is less than the Appendix B, grid level C are moved to the Appendix B, grid level C.~~

~~6. Nurse Clinician Market Equity Adjustments Effective October 6, 2002, or the first day of the pay period following the effective date of the Agreement, whichever is later:~~

~~a. A market equity adjustment is made according to the table shown in c. below for employees in pay status on October 6, 2002, assigned to one of the Nurse Clinician classifications listed below:~~

~~b.~~

~~Eligible Classifications Class Code~~

~~Nurse Clinician 2 38302~~

~~Nurse Clinician 2 Weekend 38862~~

~~Nurse Clinician 3 38303~~

~~Nurse Clinician 3 Weekend 38863~~

~~Nurse Clinician 4 38304~~

~~c. Market Equity Seniority Stratification Adjustment Effective October 6, 2002, or the first day of the pay period following the effective date of the Agreement, whichever is later~~

~~Full Years of State Eligible Grid Percent Increase if limited
Service Seniority Level Moves by October 6, 2002 grid end point
As of October 6, 2002~~

0	0	0.00%
1 through 3	1	1.50%
4 through 5	2	3.00%
6 through 10	3	4.50%
11 or more	4	6.00%

~~All eligible employees assigned to a Nurse Clinician classification shown in b., above, receive grid level movement or the equivalent percentage increase as shown in the table above, based on each employee's full years of state service as of October 6, 2002, subject to the pay range maximum in Appendix D/II.~~

~~7. Market Equity Adjustments for Non-Nurse Clinicians effective October 6, 2002, or the first day of the pay period following the effective date of the Agreement, whichever is later:~~

~~a. Each employee in the bargaining unit assigned to a non-Nurse Clinician classification is eligible to receive a Market Equity Adjustment equal to one grid level adjustment to the next but greater grid point in the employee's current range, subject to the pay range maximum in Appendix D/II.~~

~~b. A Market Equity Adjustment in the amount of one and one half percent (1.50%) for all employees assigned to a non-Nurse Clinician classification whose base pay rate is at or above the grid endpoint in the grid specified in Appendix B, subject to the pay range maximum in Appendix D/II.~~

~~8. Pay Schedule Implementation. The pay schedule specified in Appendix D/III., will be implemented.~~

~~9. General Wage Adjustment effective April 6, 2003:~~

~~a. Employees in pay status whose base pay rate is equal to or greater than the grid endpoint specified in Appendix B, receive a base pay adjustment equal to two and one half percent (2.50%), subject to the April 6, 2003 pay range maximum.~~

~~b. Employees who do not receive the entire two and one half percent (2.50%) pay increase provided in a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between two and one half percent (2.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 480. The annualized lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date.~~

~~c. Employees whose base applicable pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of two and one half percent (2.50%) of the employee's base pay rate, multiplied by 480. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the anniversary adjustment.~~

~~10. Grid Implementation effective April 6, 2003. The grid specified in Appendix C will be implemented as follows:~~

~~a. Subject to b., below, employees will be placed at the base pay rate that corresponds with the employee's current level.~~

~~b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used in the new grid will be the lower of the two (2) grid levels.~~

~~11. Pay Schedule Implementation Effective April 6, 2003. The pay schedule in Appendix D/IV., will be implemented.~~

~~C. Eligibility for Wage Adjustments~~

~~1. Employees with anniversary dates between July 1, 2001 and the effective date of the Agreement, will receive the 2001-2002 wage adjustments and lump sum payments provided under Section 1/A./1./b. or c., above, if the employee would have been eligible on the anniversary date.~~

~~2. Employees who have separated from the bargaining unit prior to the effective date of the wage adjustments provided under Section 1/A. and B. of this Agreement are not eligible to receive the wage adjustments set forth in Section 1.~~

~~Section 2 2001-2002 Lump Sum Wage Payment for Delay in Implementation~~

~~5/2/1 Eligible employees will receive a lump sum wage payment as follows:~~

~~A. For employees receiving an Equity Adjustment, an amount equal to the value of the base pay adjustment the employee received under Section 1/A./1./a., above, times the number of hours in pay status from July 1, 2001 to the effective date of the 2001-2003 wage adjustments provided under Section 1/A., above.~~

~~B. For employees receiving an adjustment due to the Nurse Clinician New Minimum Rate, an amount equal to the value of the base pay adjustment received under Section 1./B./2., multiplied by the number of hours in pay status from June 30, 2002, to the effective date of the Agreement.~~

~~C. For employees receiving an adjustment due to the Nurse Clinician New Minimum Rate, an amount equal to the value of the base pay adjustment received under Section 1./B./5., multiplied by the number of hours in pay status from October 6, 2002, to the effective date of the Agreement.~~

~~D. For employees receiving a Nurse Clinician Market Equity Adjustment, an amount equal to the value of the base pay adjustment received under Section 1./B./6., multiplied by the number of hours in pay status from October 6, 2002, to the effective date of the Agreement.~~

~~E. For employees receiving a Non-Nurse Clinician Market Equity Adjustment, an amount equal to the value of the base pay adjustment received under Section 1./B./7., multiplied by the number of hours in pay status from October 6, 2002, to the effective date of the Agreement.~~

5/1/1 A. Fiscal Year 2003-2004

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

1. Anniversary Adjustments: (Use Appendix A grid) Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any new employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)

a. Employees whose base pay rate is less than the Appendix A grid endpoint of the applicable pay range shall receive a pay adjustment to the Appendix A grid point in the pay range that is closest to but greater than the employee's base pay rate.

b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the Appendix A grid endpoint and less than the applicable pay range maximum shown in Appendix A, shall receive an increase of one and one-half percent (1.5%) of the employee's base pay rate, subject to the pay range maximum effective the first day of the pay period following the effective date of the Agreement (Appendix A). Employees who do not receive the entire one and one-half percent (1.5%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.5%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one-half percent (1.5%) of the employee's base pay rate, multiplied by the number of

work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

2. Pay Schedule Implementation. The pay schedule specified in Appendix D/I., will be implemented.

B. Fiscal Year 2004-2005

The Employer will provide the following wage adjustments in the order set forth below:

1. POPE Adjustment per Negotiating Note #7:

a. Using the Appendix A grid, eligible employees in pay status on June 27, 2004, receive a one-time adjustment to the grid level within their current pay range, as provided on the below POPE scale, if their full years of state seniority as of June 27, 2004, is less than the grid level shown for that associated seniority.

<u>Non-Nurse Clinicians</u>		<u>Nurse Clinicians</u>	
<u>Full Yrs. of Seniority</u>	<u>Adjustment</u>	<u>Full Yrs. of Seniority</u>	<u>Adjustment</u>
<u>Less than 1 year</u>	<u>To Grid Level A</u> <u>(minimum of pay range)</u>	<u>Less than 1 year</u>	<u>To Grid Level C</u> <u>(minimum of pay range)</u>
<u>1 – 2 years</u>	<u>To Grid Level B</u>	<u>1 – 2 years</u>	<u>To Grid Level D</u>
<u>3 – 4 years</u>	<u>To Grid Level C</u>	<u>3 – 4 years</u>	<u>To Grid Level E</u>
<u>5 – 9 years</u>	<u>To Grid Level D</u>	<u>5 – 9 years</u>	<u>To Grid Level F</u>
<u>10 or more years</u>	<u>To Grid Level E</u>	<u>10 or more years</u>	<u>To Grid Level G</u>

2. Market Lump Sum Adjustment: Effective June 27, 2004, all employees in pay status on June 27, 2004, will receive a market lump sum payment of \$2,400, prorated based on their June 27, 2004, budgeted FTE.

3. Reallocation of Classifications to New Pay Ranges: Effective June 27, 2004, the following pay range reassignments will be implemented:

<u>Classification Title</u>	<u>Class Code</u>	<u>Old Range</u>	<u>New Range</u>
<u>Nurse Clinician 2</u>	<u>38302</u>	<u>11-09</u>	<u>11-40</u>
<u>Nurse Clinician 2 Weekend</u>	<u>38862</u>	<u>11-09</u>	<u>11-40</u>
<u>Nurse Clinician 3</u>	<u>38303</u>	<u>11-10</u>	<u>11-41</u>
<u>Nurse Clinician 3 Weekend</u>	<u>38863</u>	<u>11-10</u>	<u>11-41</u>
<u>Nurse Clinician 4</u>	<u>38304</u>	<u>11-11</u>	<u>11-42</u>

4. Grid Implementation Effective June 27, 2004: The grid specified in Appendix B will be implemented as follows:

a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix B grid will be the lower of the two (2) grid levels.

c. For employees whose current base pay rate is beyond the Appendix A grid endpoint, the following increase will be provided, subject to the applicable pay range maximum shown in Appendix D/II:

1) 6.5% for employees whose position is allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.

2) 3.0% for employees not included in 1), above.

d. Employees who do not receive the entire percentage increase under c., above due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between the applicable percentage of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

e. Employees whose base applicable pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of applicable percentage of the employee's base pay rate, multiplied by 2088. The

lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

5. Market Stratification Adjustment Effective June 27, 2004:

a. Employees in pay status on June 27, 2004, whose positions are allocated to the classifications shown below are eligible to receive the market adjustment shown below. The market adjustment is based on full years of state seniority as of June 27, 2004, subject to the applicable pay range maximum in Appendix D/II:

<u>Classification Title</u>	<u>Class Code</u>
<u>Dietitian – Clinical</u>	<u>37401</u>
<u>Therapist</u>	<u>39661</u>
<u>Therapist Senior</u>	<u>39662</u>
<u>Nursing Consultant 1</u>	<u>38341</u>
<u>Nursing Consultant 2</u>	<u>38342</u>
<u>Nursing Specialist</u>	<u>38260</u>
<u>Nursing Instructor 1</u>	<u>38271</u>
<u>Nursing Instructor 2</u>	<u>38272</u>
<u>Public Health Nurse 2</u>	<u>38702</u>
<u>Public Health Nurse 3</u>	<u>38703</u>

<u>Full Years of Seniority</u>	<u>Grid Level Movement</u>	<u>Percentage Increase If Limited By Grid Endpoint</u>
<u>10 or more years</u>	<u>1</u>	<u>1.50%</u>

b. Employees who do not receive the entire percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between one and one-half percent (1.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Employees who do not receive the percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to one and one-half percent (1.50%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment

6. Anniversary Adjustments: (Use Appendix A grid, for adjustments through an effective date of June 26, 2004, Appendix B grid for anniversary adjustments effective from June 27, 2004 through an effective date of December 25, 2004, and Appendix C grid, for anniversary adjustments effective beginning December 26, 2004). Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)

a. Employees whose base pay rate is less than the applicable grid endpoint shall receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's base pay rate.

b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the grid endpoint and less than the applicable pay range maximum, shall receive an increase of one and one-half percent (1.5%) of the employee's base pay rate, subject to the pay range maximum. Employees who do not receive the entire one and one-half percent (1.5%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.5%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one-half percent (1.5%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

7. No General Wage Adjustment is provided for FY 2004-2005 in lieu of the accelerated vacation schedule.

8. Pay Schedule Implementation – Effective June 27, 2004. The pay schedule in Appendix D/II., will be implemented.

9. Market Adjustment: Effective December 26, 2004, all employees in pay status are eligible to receive a Market Adjustment based on Grid Implementation on December 26, 2004.

10. Grid Implementation Effective December 26, 2004: The grid specified in Appendix C will be implemented as follows:

a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix C grid will be the lower of the two (2) grid levels.

c. For employees whose current base pay rate is beyond the Appendix B grid endpoint, the following increase will be provided, subject to the applicable pay range maximum in Appendix D/III:

1)6.5% for employees whose positions are allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.

2)3.0% for employees not included in 1., above.

d. Employees who do not receive the entire percentage increase under c., above due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between the applicable percentage of the employee's base pay rate and the amount actually received as an increase, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

e. Employees whose base pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of applicable percentage of the employee's base pay rate, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

11. Pay Schedule Implementation – Effective December 26, 2004. The pay schedule in Appendix D/III., will be implemented.

C. Eligibility for Wage Adjustments

1. Employees with anniversary dates between July 1, 2003, and the effective date of the Agreement, will receive the 2003-2004 wage adjustments and lump sum payments provided under Section 1/A./1./b. or c., above, if the employee would have been eligible on the anniversary date.

2. Employees who have separated from the bargaining unit (not including retired or laid off employees) prior to the effective date of the wage adjustments provided under Section(s) 1.A. and B. of the Agreement are not eligible to receive the wage adjustments.

Section 3 HAM-RMR Notification

5/3/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Union before implementation. Effective the effective date of the 2003-2005 Agreement, new employees Hired Above the Minimum are not eligible to receive anniversary adjustments until their grid level corresponds to their seniority, as provided under Article VIII, of this Agreement.

5/3/2 Except in the event of a failed recruitment, use of HAM will be suspended effective June 27, 2004, for the remainder of the term of the 2003-2005 Agreement. Use of HAM is prohibited, even in the event of a failed recruitment, if the employing unit's bargaining unit vacancy rate is below six (6) percent. This paragraph (5/3/2) sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

Section 4 Quarterly Classification Meetings

5/4/1 For the purpose of assignment and reassignment of classifications to pay ranges, the parties agree to incorporate s. 230.09 (2) (b), Wis. Stats., into the terms of this Agreement. The parties agree to meet on a quarterly basis, for the purpose of discussing classification and compensation issues, during the length of this Agreement. The agendas for such meetings will be determined jointly by DOSER and the Union for the purpose of discussing classification and compensation issues, including recruitment problems, retention problems, and other issues that the parties mutually agree are appropriate. The Union will not be precluded from bargaining the assignment/reassignment of any bargaining unit classification to different pay ranges during the succeeding round of negotiations. Up to three (3) bargaining unit representatives designated to serve on this committee by the Union will attend without loss of pay. Related travel and other expenses will be the responsibility of the individual employee and the Union.

Section 5 FLSA Coverage

5/5/1 The Employer recognizes its obligation to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended.

ARTICLE VI

Employee Benefits

Section 1 Health Insurance

6/1/1 A. The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board are comparable in benefit levels and shall be considered as examples of comparability.

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

C. Subject to F., below, The Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

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

Employee Monthly Contribution

	<u>2004 Coverage Months</u>		<u>2005 Coverage Months</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
<u>Tier 1</u>	<u>\$20.00</u>	<u>\$50.00</u>	<u>\$25.00</u>	<u>\$62.50</u>
<u>Tier 2</u>	<u>\$50.00</u>	<u>\$125.00</u>	<u>\$50.00</u>	<u>\$125.00</u>
<u>Tier 3</u>	<u>\$100.00</u>	<u>\$250.00</u>	<u>\$100.00</u>	<u>\$250.00</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.

DE. Until implementation of the three-tier health insurance model under D., above, The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

F. Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in D., above, the provisions of C., above, will cease and the Employer agrees to pay fifty percent (50%) of the Employer contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

Section 2 Dental Insurance (Coverage Effective January 2005)

6/2/1 The Employer agrees to offer employees the opportunity to participate in a stand-alone Dental Insurance Plan to be created either by the Group Insurance Board acting under its discretion and authority under Wis. Stat. § 40.03 (6) (b) or by amendment of ch. 40 of the Statutes. The Employer agrees, beginning January 1, 2005, to pay a contribution towards the monthly premium of each insured employee in the amount of 65% of the total monthly premium established for the insurance plan.

Section 23 Life Insurance

6/23/1 A. The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

B. 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., and the master contract between the insurance carrier and the State of Wisconsin Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

C. The Employer agrees to pay the difference between the employee contribution and total premium for the total plan.

Section 34 Income Continuation Insurance

6/34/1 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 45 Sick Leave

6/45/1 A. The Employer agrees to provide a sick leave plan as follows:

1. Sick leave shall accrue at the rate of .0625 hour of sick leave for each hour in pay status not to exceed five (5) hours of sick leave accrued for eighty (80) hours in pay status in any biweekly pay period. Sick leave shall not be used until it has been accrued.

2. Employees shall earn sick leave at the rate of .0625 of an hour for each hour in excess of eighty (80) hours in a biweekly pay period, up to a maximum of one (1) hour for ninety six (96) hours in a pay period.

3. Sick leave shall not accrue during any period of absence without pay, except as provided in 6/6/1/D.

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

B. The Employer agrees to provide the following:

1. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use earned holidays, compensatory time off, and/or annual leave in lieu of sick leave when they so request.

2. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) work days advance notice of appointments except when emergency conditions prevail.

3. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, spouse equivalent, parents, step parents, grandparents, foster parents, children, step children, grandchildren, in laws, foster children, brothers (and their spouses), sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee. The term "spouse equivalent" is to be applied in this section (Section 4) only.

Use of accrued sick leave shall be used during the ~~seven (7)~~nine (9) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days. Requests for travel time will not be unreasonably denied.

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

5. Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled members of the immediate family (as defined in paragraph 3 above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) work days for any one 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 care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth or adoption of a child.

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

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

C. 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. At the time the sick leave conversion account of the individual is depleted the individual may continue in the Group Insurance program in accordance with the requirements of the Group Insurance Board.

D. Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. 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.

E. Separation from the service shall cancel all unused accumulated sick leave. After the effective date of this Agreement when a person who is an employee with permanent status in class is laid off or

resigns, any unused accumulated sick leave shall be restored, if he/she is re-employed by the same agency or is rehired by any other agency of the State within five (5) years.

F. Each employee's unused sick leave accumulated in their sick leave account prior to 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.

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

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

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

H. Supplemental Health Insurance Conversion Credits Upon Retirement

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

1. The credits shall be based upon an employee's full number of years of adjusted continuous service on the date of retirement or death.

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

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

For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire or die with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of seventy eight (78) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

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

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

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

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

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 adjusted continuous service and sick leave accrual.

~~At the employee's option, these credits shall be converted using the employee's highest base pay rate at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years while in state service.~~

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

Section 56 Paid Annual Leave of Absence

6/56/1 A. The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

B. Employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent or seasonal position pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Adm. Code ER-Pers. 13, (Register, May, 1988) employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

1. ~~Regular~~ For all employees through June 26, 2004 and FLSA Non-Exempt Employees thereafter.

Seniority	Rate for a Full Year of Service
10 yr. through 5 yrs.	80 hrs.
6 5+ yrs. through 10 yrs.	120 hrs.
11 10+ yrs. through 15 yrs.	136 hrs.
16 15+ yrs. through 20 yrs.	160 hrs.

21-25 yrs. through to 25 yrs.	176 hrs.
26-25 yrs. or more	200 hrs.

2. FLSA Exempt Employees beginning June 27, 2004. Employees will receive a prorated portion of the below amounts for the remainder of calendar year 2004.

<u>Seniority</u>	<u>Rate for a Full Year of Service</u>
<u>0 yr. to 5 yrs.</u>	<u>120 hrs.</u>
<u>5+ yrs. to 10 yrs.</u>	<u>160 hrs.</u>
<u>10+ yrs. to 15 yrs.</u>	<u>176 hrs.</u>
<u>15+ yrs. to 20 yrs.</u>	<u>200 hrs.</u>
<u>20+ yrs. to 25 yrs.</u>	<u>216 hrs.</u>

23. Seasonal and School Year Employees.

Employees who are ~~regularly employed on a school year basis for less than twelve (12) months out of a year 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 par. (1.) or 2., above.

~~3. Seasonal Employees.~~

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

4. Permanent Part-Time Employees.

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro-rata leave consistent with ~~6/56/1/B./1~~ or 2., above.

C. Annual leave shall be computed as follows:

1. Annual leave credit in any given year shall not be earned for any period of absence without pay, except as provided in 6/67/1/D.

2. Annual leave for covered employees shall be prorated ~~based on all hours in pay status up to full time: during the first year of employment at the rate of eighty (80) hours; during the sixth year of employment at the rate of eighty (80) or one hundred and twenty (120) hours respectively; during the eleventh year of employment at the rate of one hundred and twenty (120) or one hundred and thirty six (136) hours respectively; during the sixteenth year of employment at the rate of one hundred and thirty six (136) or one hundred and sixty (160) hours respectively; during the twenty-first year of employment at the rate of one hundred and sixty (160) or one hundred and seventy six (176) hours respectively; during the twenty-sixth year of employment at the rate of one hundred and seventy six (176) or two hundred (200) hours respectively.~~ by computing hourly annual leave amounts for each hour in pay status as follows: The method of pro-ration will be at the discretion of the Employer.

<u>Annual Leave Rate</u>	<u>Conversion Factor</u>
<u>80 hr. rate</u>	<u>.038314 per hour</u>
<u>120 hr. rate</u>	<u>.057471 per hour</u>
<u>136 hr. rate</u>	<u>.065134 per hour</u>
<u>160 hr. rate</u>	<u>.076628 per hour</u>
<u>176 hr. rate</u>	<u>.084291 per hour</u>
<u>200 hr. rate</u>	<u>.095785 per hour</u>
<u>216 hr. rate</u>	<u>.103448 per hour</u>

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

D. Employee options for using annual leave:

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

- a. As annual leave during the year earned.
- b. As credit for termination leave.

c. As accumulated sabbatical leave.

2. Employees eligible for two hundred (200) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one 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.

3. Employees eligible for two hundred sixteen (216) hours annual leave each year under 6/6/1/B./2., 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.

34. Nurse Clinicians transferring to Weekend Nurse positions will receive a cash payment, calculated at their base rate of pay, for all accumulated annual leave time earned prior to the date of transfer.

45. Employees classified as Nurse Clinician-Weekend Nurse may, at their option, elect to receive earned annual leave under one (1) or more of the following options each year:

a. Annual leave during the year earned, not to exceed ninety-six (96) hours per year, except by mutual agreement; prorated for permanent part-time employees in accordance with 6/5/1/B., above. Employees may elect to use annual leave on no more than two (2) weekends during the time periods January through June and July through December, respectively. For purposes of this paragraph, "weekend" means the hours between 12:00 a.m. Saturday and 11:59 p.m. Sunday.

b. Cash payment at the employee's base rate of pay, to be made at the end of the calendar year or at the completion of the employee's original probationary period, whichever is later.

E. Beginning in calendar year 1997, 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 (1) of the following options each year:

1. Annual leave during the year earned;
2. 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, 1997, and employees who qualify at any time after the "B" pay period in October, 1997 will be permanently eligible for this benefit.

F. Should an employee become ill or injured, or a death occur in the employee's immediate family, immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article VI, Section 4 commencing with the date he/she informs the Employer.

Section 67 Leaves of Absence Without Pay

6/67/1 A. Leaves of Absence.

1. Employees upon request may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding one (1) year, except as provided in 6/67/1/A./2., 3., 4. & 5., below. Employees written requests that are denied by the Employer shall be done so in writing.

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 for maternity, including use of vacation, sick leave, compensatory time, holidays or leave of absence without pay, 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 6/45/1/B./5., of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

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

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

5. Employees adopting or fostering a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding ninety (90) calendar days for foster care and one hundred and eighty (180) calendar days for adoption. Such leave must coincide with the actual taking custody of the child or children.

6. Paternity leaves of absence for natural childbirth, shall be allowed for a maximum period of ninety (90) days without pay.

7. Union Leave -

a. One employee who is elected or appointed as an official President shall, upon thirty (30) day written notice of the employee, be granted a leave of absence without pay of not less than six (6) months for the length of the term. Return from such leave of absence without pay shall be as provided in b., below.

b. The Employer agrees to provide for the following rights upon return from approved leave without pay under a., above:

1. The employee shall be returned to his or her same position, defined as a position on the same shift, work unit and FTE status.

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

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

4. 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 necessary qualifications.

8. Medical leave - Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification by a medical doctor that the employee is not able to perform his/her assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion.

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

1. For all leaves of less than three (3) months, the employee shall be returned to his or her same position, defined as a position on the same shift, work unit, and FTE status. For leaves in excess of three (3) months, the employee shall be returned to a position of like nature.

2. If the employee's position has been abolished through legislation or material reorganization of the agency, the employee shall be given consideration for any other position of similar pay grade and class for which, in the opinion of the Employer, the employee is qualified. If the employee is not placed in such a position the layoff provisions of the contract shall apply.

3. The Employer will whenever possible allow employees to return to work early from a leave of absence upon fourteen (14) calendar days notice.

C. Life, health, ~~and income continuation and dental~~ (effective January 2005) insurance provided in this Agreement will continue pursuant to the terms and conditions of the Agreement for a period of ninety (90) days while an employee is on an approved leave of absence. Thereafter, the employee may continue said insurance by paying the premiums for same in advance in compliance with the Group Insurance Board.

D. The earning of sick leave, ~~and vacation credits and length of service payment~~ will not be affected by authorized leave of absence without pay totaling up to a maximum of one hundred and seventy four (174) hours for approved job-related educational courses and/or Union activities. In addition, the earning of sick leave, ~~and vacation credits, and length of service payments~~ will not be affected by authorized leave of absence without pay for contract negotiations.

Section 78 Hazardous Employment Status

6/78/1 A. The Employer agrees to continue in effect the present provisions and administration of s. 230.36, Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment except that in addition Drivers License Examiners and Analysts shall be covered employees while (1) seizing drivers licenses and/or plates on revocations, cancellations, and suspension matters, and (2) during investigations relating to possible violations of the law. In addition, when an employee is responding to or going to the scene of a disturbance or when engaged in crowd control and riot training activities they shall be covered employees. It is expressly understood that bargaining unit employees not specifically listed in s. 230.36, Wis. Stats., who work at institutions in the Department of Health and Family Services and the Department of Veterans Affairs are eligible for the benefits under this provision. For purposes of this section the provisions of s. 230.36(4), Wis. Stats., concerning appeals shall not be applicable. The President of the Union shall receive a copy of every injury report filed by an employee within seventy two (72) hours after its completion.

B. 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.

C. Within fourteen (14) calendar days after receipt of the claim the appointing authority shall notify the employee and the President of SEIU District 1199W/UP of his/her decision to authorize or deny the claim.

D. 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 Step Two of the grievance procedure provided under Article IV of this Agreement.

E. 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 and the President of the Union shall be notified in writing, and the employee may file an appeal at Step Two 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.

F. 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.

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

H. Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall

constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefit resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

Section 89 Hostage Leave

6/89/1 A. For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

B. An employee who alleges that he/she has suffered an injury as a result of being taken hostage and whose injury is not covered under Article VI, Section 78 or Section 4416 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

1. Psychiatrically-prescribed treatment and/or counseling services; and/or
2. A leave of absence without loss of pay or benefits for a period of time not to exceed forty-five (45) calendar days from the date of the conclusion of the hostage event.

C. If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under B./2., above, or the employee needs continued treatment or counseling as provided under A., above, all benefits provided under this section shall cease and the Employer shall place the employee on Workers Compensation as provided under Article VI, Section 78 or Section 4416 of this Agreement. The employee shall continue to be covered by Workers Compensation until the psychiatrist

determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.

Section 910 Military Service

6/910/1 The Employer agrees to provide employees in this unit leave of absence for military service in conformity with s. 230.35(3), Wis. Stats.

6/10/2 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

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

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

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

3. The employee has received a military leave of absence under 6/7/1/A./4., under 6/10/1, 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 6/10/1 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 6/10/1.

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

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

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

6/10/3 If an employee who is eligible to receive the pay and benefits authorized under 6/10/2 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 6/10/2 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 1011 Voting Time

6/1011/1 An employee who is eligible to vote but is unable to vote during non-working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his/her appointing

authority at least two (2) work days prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the appointing authority may designate the time of day that the employees shall be allowed the time off.

Section ~~11~~12 Court Appearance

~~6/11~~12/1 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 fees received.

Section ~~12~~13 Jury Duty

~~6/12~~13/1 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. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty status for the remainder of his or her shift.

Section ~~13~~14 Retirement

~~6/13~~14/1A. 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. 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.

B. The Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

C. Effective beginning the first pay period following the effective date of the Agreement, the Employer shall pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 1415 Holidays

6/1415/1A. Holidays.

1. The Employer agrees to provide the following paid holidays each year to all employees in the Unit who are in pay status either the scheduled work day immediately preceding or following the designated holiday:

Independence Day	July 4, 2001 3	July 4, 2002 4
Labor Day	September 3, 2001 1, 2003	September 2, 2002 6, 2004
Thanksgiving Day	November 22, 2001 27, 2003	November 28, 2002 25, 2004
Christmas Eve	December 24, 2001 3	December 24, 2002 4
Christmas	December 25, 2001 3	December 25, 2002 4
New Year's Eve	December 31, 2001 3	December 31, 2002 4
New Year's	January 1, 2002 4	January 1, 2003 5
Martin Luther King Jr. Day	January 21, 2002 19, 2004	January 20, 2003 17, 2005
Memorial Day	May 27, 2002 31, 2004	May 26, 2003 30, 2005

2. The Employer agrees to provide three and one half (3 1/2) non-cumulative personal holidays each calendar year to all employees. All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays.

Qualified employees may, with seventy two (72) hours notice, take these holidays at any time during the calendar year provided the days selected by the employee have the prior approval of the Employer. Such approval shall not be unreasonably denied.

3. Under the provisions of 6/1415/1/A./1. and 2. above, permanent part-time employees will have all holiday pay prorated based on hours in pay status up to full-time. The method of proration will be at the discretion of the Employer.

4. The Employer agrees that if a holiday, provided in 6/4415/1/A.1., falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted. The Employer may permit such time to be anticipated. Such time shall lapse if not used by the employee in the same calendar year. However, if the Employer does not allow the employee to take such compensatory time by the end of the year that time shall be paid in cash.

5. The Employer agrees that employees required to work on a holiday provided in 6/4415/1/A.1., shall be compensated for such holiday by receiving equivalent time off at a later date. Equivalent compensatory time is an amount of time equal to the number of hours the employee works during a normally scheduled shift, up to a maximum of eight (8) hours.

B. Compensatory Time

Compensatory time off due an employee for work on a holiday or when a holiday falls on an employee's regularly scheduled day off, shall be added to vacation credits and shall be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling. However, compensatory time earned for work on December 24, 25 and 31 of any calendar year shall be allowed to be carried over until June 30 of the following year. If the Employer does not permit the employee to use this carry-over time by June 30, it shall be paid in cash.

C. Holiday Premium Pay

1. When an employee is required by the Employer to work the holidays listed below, the Employer agrees to provide holiday premium pay at the rate of time and one-half the employees regular rate for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. on the following days:

Independence Day	July 4, 2001 3	July 4, 2002 4
Labor Day	September 3, 2001 1, 2003	September 2, 2002 6, 2004
Thanksgiving Day	November 22, 2001 27, 2003	November 28, 2002 25, 2004
Christmas Eve	December 24, 2001 3	December 24, 2002 4
Christmas	December 25, 2001 3	December 25, 2002 4
New Year's Eve	December 31, 2001 3	December 31, 2002 4
New Year's	January 1, 2002 4	January 1, 2003 5
Martin Luther King Jr. Day	January 21, 2002 19, 2004	January 20, 2003 17, 2005
Memorial Day	May 27, 2002 31, 2004	May 26, 2003 30, 2005

2. Holiday premium payments provided under this Section, at the rate of time and one-half the employee's regular rate shall be made in compensatory time off or cash payment at the discretion of the appointing authority.

Section 1516 Administration of Worker's Compensation Benefits

6/1516/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the appointing authority shall make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

6/1516/2 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 was job related, and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

6/1516/3 In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary total disability as specified in the Worker's Compensation Act or until the Department of Administration makes a decision, whichever is first, the Employer shall continue to pay its share of the health insurance premium as provided in Article VI, Section 1, for the period of the temporary total disability.

6/1516/4 In the event the Employer denies the employee's claim of worker compensable injury and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article VI, Section 1, if the employee had continued paying the full cost of the health insurance premium payment during the period that the worker's compensation claim is pending.

6/1516/5 Employees on worker's compensation benefits who are unable to use earned personal holiday, compensatory time, annual leave, or legal holiday credits due to being on worker's compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

Section 16 Length of Service Payment

~~6/16/1 A. The Employer agrees to provide an annual length of service payment to eligible employees. The payment for the term of the contract shall be on June 30 of each year. In the event of retirement, death or termination prior to the scheduled payment date, a prorated payment will be made at an earlier date.~~

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

~~C. The schedule of payments shall be as follows:~~

FY 2001-2002	FY 2002-2003
5 years of seniority \$ 50	5 years of seniority \$ 50
10 years of seniority \$100	10 years of seniority \$100
15 years of seniority \$150	15 years of seniority \$150
20 years of seniority \$200	20 years of seniority \$200
25 years of seniority \$250	25 years of seniority \$250

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

~~E. Payments under this Section to eligible employees shall be prorated according to the amount of paid work hours, excluding leave of absences without pay, the employee had during the preceding year, beginning July 1 and ending June 30, excluding any overtime hours worked.~~

Section 17 Travel and Lodging

6/17/1 The Employer agrees to continue in effect the provisions of ss. 16.535 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(12), 20.916 and this section. Employees covered by this Agreement will receive any

additional increases in reimbursement rates that the employees may obtain under ss. 16.53(12), and 20.916, Wis. Stats., during the life of this Agreement.

A. Definitions

1. Assigned headquarters – Facility or location to which the employee is normally assigned by the Employer as a headquarters and from which he/she performs his/her assigned duties.
2. Alternate work site – Any location (or pickup point) designated by the Employer other than the employee's assigned headquarters at which he/she performs his/her assigned duties.

B. Work and Travel Time

1. A training session/seminar/conference held in the assigned headquarter city shall not constitute an alternate work site.
2. The time spent traveling from an employee's place of residence to and from his/her assigned headquarters is not considered work time. When an employee is required by the Employer to travel from his/her place of residence to an alternate work site (or pickup point), the employee will be in work status while traveling from the employee's residence to the alternate work site (or pickup point). An employee will also be in work status while traveling from a pickup point to an alternate work site.
3. Work related activities shall include but not be limited to patient/client related activities such as home visits; completion of reports and records; mailings; telephone calls; preparation of materials and audiovisual aids; and training sessions and group meetings. **[Moved from Negotiating Note 1]**

C. Automobile Expense Reimbursement

1. Travel reimbursement to work site -
 - a. Actual miles driven by the shortest practical route shall be used for reimbursement purposes instead of map miles.
 - b. Mileage payments from home to the assigned headquarters are not allowed.

c. When management determines that an employee's vehicle is required for travel to a work site removed from the assigned headquarters, the employee shall be reimbursed for mileage from home to the work site, or from the assigned headquarters to the work site, whichever is closer.

d. When management determines that an employee's vehicle is not required for travel to a work site removed from the assigned headquarters, the Employer will reimburse mileage from the employee's home to an approved pickup point which is in excess of the mileage from the employee's home to the assigned headquarters.

2. Rate of reimbursement -

a. An additional reimbursement at the rate of one cent (\$.01) per mile shall be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two (2) or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment.

b. When an assigned pool or state-owned automobile is available and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of state cars, including depreciation. The Employer shall notify the Union of any reimbursement rate change.

c. With prior supervisory approval, employees may use an air conditioned personal vehicle during the period of May 15 - September 15 and receive full mileage reimbursement.

D. Meals

1. a. Employees shall be reimbursed for all actual, reasonable and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. Employees shall be reimbursed without receipts for meals according to ss.16.53(12) and 20.916, Wis. Stats.

b. Requests for reimbursement for amounts in excess of the limits set pursuant to ss. 16.53(12) and 20.916, Wis. Stats., must be accompanied by a receipt and full explanation of the reasonableness of such expense.

c. When an employee is entitled to reimbursement for two (2) or more consecutive meals in a day, the amount expended for any particular meal is left to the discretion of the employee, but the total reimbursement claim shall not exceed the individual meal rates for the consecutive meals in a day.

2. At institutions where meal facilities are available and in operation at the time of the meal break, the Employer will provide a meal without charge to employees held over to work an additional shift.

E. Lodging

1. Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of amounts designated in ss. 16.53(12) and 20.916, Wis. Stats.

2. Employees on field assignment or on assignments other than field assignments in groups of six or less shall not be required to share a room.

For assignments other than field assignments when employees are in groups of more than six (6), the Employer will not require sharing of rooms for more than two (2) consecutive nights nor will there be more than two (2) employees per room. The above limitations do not apply to those employees who are lodged at academies and/or dormitories. Employees traveling out of state may be required to share a room in all cases. Whenever possible, the Employer will attempt to accommodate an employee's choice of the co-employee with whom he/she wishes to share a room. Exceptions may be made to ensure privacy to physically handicapped persons upon request.

3. If an employee wishes to stay in accommodations other than those arranged for by the Employer, he/she must notify the Employer forty eight (48) hours prior to the date of the scheduled event.

The employee will be eligible only for reimbursement for the cost of the Employer arranged accommodations upon submission of the receipt for the cost of other accommodations.

F. Parking

Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using his/her own personal car or an assigned car. This is based on the assumption that the employee is removed from his/her assigned headquarters.

G. Miscellaneous

1. Travel Expenses - Travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances shall not exceed eighty percent (80%) of the estimated expenses. All checks for reimbursement of travel expenses shall be issued in a timely manner.

2. Telephone

a. As of the effective date of this Agreement, employees are encouraged to place telephone calls in advance from the headquarters location. If telephoning from the field is necessary for business purposes, an employee must attempt to use the STATE TELEPHONE SYSTEM (STS), which is now available at most agency and university locations around the state. One personal call is reimbursable up to four dollars (\$4.00) each for the following conditions:

- 1) Each night an employee must spend overnight away from home in travel status; or,
- 2) As a result of each unscheduled geographical location change; or,
- 3) As a result of an unscheduled geographical location in travel status which results in more than a one (1) hour extension to the employee's originally scheduled return time.

b. Where STS is not available, business telephone charges (both local and long distance) may be reimbursed. Business related facsimile charges are reimbursable. Reimbursement claims for business telephone calls or business facsimile charges in excess of five dollars (\$5.00) per call shall be supported by a receipt.

c. DHFS Car Phones: For those Division of Public Health, Division of Health Care Financing and Division of Supportive Living employees authorized to use a cellular car phone in the course of business, the agency will reimburse the employee ten dollars (\$10.00) a month towards user fees upon agency verification of employee contract with a cellular car phone service.

Section 18 Earning of Compensatory Time

6/18/1 Employees in this bargaining unit shall earn compensatory time credit if the employee has approval for such compensatory time or is directed by his/her supervisor to perform a specific work assignment other than a normally assigned work task outside normal work hours. This direction would be for a single occurrence or for continuing overtime work but must be a specific direction. Compensation for those credits shall be in compensatory time off or cash at a straight time rate as the Employer may elect. However, cash will be paid whenever feasibly possible. Employees will not be required to adjust their schedules within the same pay period in order to prevent the accumulation of compensatory time.

6/18/2 A. Employees classified in Nurse Clinician, Nursing Specialist, Dietitian or Therapist series shall earn compensatory time credit on an hour for hour basis at the rate of time and one half for all hours in pay status over forty (40) hours in a work week. Compensation for those credits shall also be in compensatory time off or cash as the Employer may elect

B. Employees classified in the Nursing Instructor series shall earn compensatory time credit as provided in A., above, when filling in for a Nurse Clinician and providing direct patient care.

C. Employees will not be required to adjust their schedules within the same week in order to avoid the accumulation of compensatory time.

Section 19 Standby/On-Call

6/19/1 A. Except as provided in B., below, when the Employer requires that an employee must be available for work and be able to report for work in less than one (1) hour, the employee shall be compensated on the basis of three dollars (\$3.00) per hour. However, when employees are in on-site standby assignment, they shall receive four dollars and fifty cents (\$4.50) per hour.

B. For employees who provide direct patient care at an institutionally-based facility, when the Employer requires that an employee must be available for work and be able to report for work in less than one (1) hour, the employee shall be compensated on the basis of four dollars (\$4.00) per hour. However, when employees are in on-site standby assignment, they shall receive four dollars and fifty cents (\$4.50) per hour.

Section 20 Call-Back Time

6/20/1 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, but shall not be required to remain on the premises when that duty has been completed. Thirty (30) minutes of work time shall be added for travel, each way, in determining the period of time worked. Work schedules will not be changed because of call-back time in order to avoid overtime, except where the call-back consists of a full eight (8) hour shift.

Section 21 Responsibility Pay

6/21/1 A. At all times a supervisory employee shall be readily available on the premises, if not readily available, the Employer agrees to provide responsibility pay at the rate of one dollar and fifteen cents (\$1.15) per hour for employees in the Nurse Clinician, Nursing Specialist, and Therapist series who are assigned temporary supervisory responsibilities. Such payment shall be limited to one employee in each work unit where no supervisor is on duty. The Employer shall determine the work unit and designate the employee who is to receive responsibility pay. Employees will be notified who is the supervisor on duty.

B. 1. Professional patient care employees who work between the hours of 75 p.m. and 7 a.m. when the availability of medical and professional support staff is reduced, except day shift employees starting at or after 6:00 a.m., shall receive additional responsibility pay at the rate of one dollar and forty cents (\$1.40) per hour.

2. Nursing Consultants working for the Department of Health and Family Services who are required to work between the hours of 7:00 p.m. and 7:00 a.m. shall receive responsibility pay as stated in 6/21/1/B./1., above.

C. 1. Those employees receiving the compensation cited in 6/21/1/B., above, who are committed to work permanent p.m. or night shifts, shall be compensated at the rate of two dollars and fifty cents

(\$2.50) per hour in addition to the rate provided in 6/21/1/B., above, for hours worked between 75 p.m. and 7 a.m.

2. Those employees receiving the compensation cited in 6/21/1/B., above, who are committed to work p.m./night shift rotations shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour in addition to the rate provided in 6/21/1/B., above, for hours worked between 75 p.m. and 7 a.m.

3. Employees must commit to work the shifts described in 6/21/1/C./1. and 2., above, for a three (3) month period to qualify for the two dollar and fifty cents (\$2.50) per hour benefit, except as provided in 7/7/1/J.

D. Employees who work between the hours of 12:00 a.m. Saturday and 11:59 p.m. Sunday shall receive additional pay at the rate of ~~sixtyseven~~ seventy five cents (\$~~65.75~~) per hour. Employees receiving premium pay under Article VII, Section 6 and employees receiving the Weekend Nurse add-on under Article VII, Section 7 are not eligible to receive this additional pay.

Section 22 Dental Check-Off

6/22/1 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 23 Overnight Assignment

6/23/1 Employees required to be responsible for residents/clients on overnight assignment away from their normal work site shall be compensated at their regular rate of pay for two (2) hours during the eight (8) hour sleeping period.

Section 24 Employee Reimbursement Account

6/24/1 The Employer agrees to offer employees the opportunity to participate in the Employee 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 25 Catastrophic Leave

6/25/1 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.

A. 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 to care for the family member.

B. A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines and policies for application, approval, criteria for 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.

C. Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for purposes of this provision means any ~~classified~~ state employee having access to a Catastrophic Leave Program, 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.

D. 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.

E. The Union 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 donors and recipients upon request.

F. The Catastrophic Leave Appeal Committee shall be comprised of three (3) SEIU District 1199W/UP members and one (1) management liaison. Appointment of SEIU District 1199W/UP committee

members shall be by SEIU District 1199W/UP. The Committee will have final decision making authority on any denial appeal.

G. To be an eligible recipient, an employee:

1. 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.)
2. Must be on approved unpaid leave of absence or approved leave without pay.
3. Must be in need of at least a projected one hundred and sixty (160) hours, not necessarily consecutive.
4. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family for which medical documentation is provided.
5. 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.
6. Must not be receiving other salary replacement benefits.
7. Must be approved to receive transfers by the Union.
8. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.
9. Must remain a state employee.

H. To be an eligible donor, an employee:

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

2. 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.)

3. Must remain a state employee.

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 any other provisions of this Agreement.

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

Section 2 Americans with Disabilities Act

6/26/1 The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the requirements of the federal Americans with Disabilities Act (ADA). The parties also agree to make a good faith effort to abide by the ADA (as applicable and as amended).

Disputes which concern application of the ADA shall not be subject to the grievance procedures as outlined in Article IV.

Before the Employer (OSER) implements new policies and procedures describing employee rights required by ADA, the Employer will provide an opportunity for the Union to review the materials and make comments. [Moved from NN 4]

Section 27 Family and Medical Leave Acts

6/27/1 The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA), as amended.

Disputes which arise concerning application of the FMLA and/or the WFMLA shall not be subject to the grievance procedures as outlined in Article IV.

Before the Employer (OSER) implements new policies and procedures describing employee rights required by FMLAs, the Employer will provide an opportunity for the Union to review the materials and make comments. [Moved from NN 5]