

ARTICLE X

Professional Development

Section 1 Employer Directed Training and Education

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

Section 2 Professional Development

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

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

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

Section 3 Full-Time Education

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

Section 4 Part-Time Education

10/4/1 An employee may be permitted to participate in career-related education for up to five (5) credits ~~hours~~ per week semester or three (3) credits per summer session. Six (6) credits per semester may be granted if the overall cost of tuition is less than the tuition cost of five (5) credits. The Employer shall make every effort to accommodate these requests. Any work time lost by such attendance shall be charged to annual leave, personal holiday, compensatory time, or leave without pay as requested by the employee. However, at the Employer's discretion, the employee may be authorized to make up lost work time or to attend without loss of pay.

Section 5 Tuition Reimbursement

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

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

Section 6 Career Options

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

Section 7 ~~Reimbursement for Professional Licenses~~

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

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

10/7/3 Licensure and Registration Add On. Effective the first pay period following the effective date of the contract, the Employer agrees to implement a licensure/registration add-on. The appointing authority will have the sole discretion to provide an add-on not to exceed \$0.30 per hour to an employee who holds one of the following licenses or registrations issued by the Department of Regulation and Licensing, the Department of Agriculture, Trade and Consumer Protection or the Department of Health and Family Services: Professional Geologist; Professional Hydrologist; Sanitarian; Nutrient Management Planner; or Professional Soil Scientist. An employee will be eligible for only one add-on regardless of how many licenses/registrations the employee holds. This add-on will supplement the employee's base pay and will be immediately discontinued if the employee leaves the position.

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

This add on sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

ARTICLE XI

Wages

Section 1 Wage Adjustments

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

11/1/2 A. First Fiscal Year ~~(2001-2002)~~(2003-2004)

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide the following wage adjustments in the order set forth below, subject to the applicable pay range maximum effective on that same date:~~

~~1. General Wage Adjustment: Subject to Section 2, below, each eligible employee whose position is allocated to one of the classifications listed below and is in pay status on the effective date will receive a General Wage Adjustment of one percent (1.0%), subject to the pay range maximum specified in Schedule II in Appendix A. An employee who is not eligible to receive a 1.0% General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under C., below.~~

~~Classifications eligible for the 1.0% GWA:~~

Class Code	Classification
42001	Computer Evidence Recovery Specialist
42002	Computer Evidence Recovery Specialist-Senior
42003	Computer Evidence Recovery Specialist-Advanced
42301	Examiner of Questioned Documents
42302	Examiner of Questioned Documents-Senior
42303	Examiner of Questioned Documents-Advanced
42401	Fingerprint and Footwear Examiner
42402	Fingerprint and Footwear Examiner-Senior

42403	Fingerprint and Footwear Examiner-Advanced
42501	Firearms and Toolmark Examiner
42502	Firearms and Toolmark Examiner-Senior
42503	Firearms and Toolmark Examiner-Advanced
42701	Forensic Imaging Specialist
42702	Forensic Imaging Specialist-Senior
42703	Forensic Imaging Specialist-Advanced

~~2. Lump Sum Payment: Employees considered exempt from the overtime provisions of the Fair Labor Standards Act and who also have twenty five (25) years or more of state seniority as of July 1, 2001, shall receive a lump sum payment of two hundred twenty-five dollars (\$225), prorated by full-time equivalent status on the Agreement effective date.~~

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

B. ~~Second Fiscal Year (2002-2003)(2004-2005)~~

Effective June 27, 2004, the Employer will provide the following wage adjustments in the order set forth below, subject to the applicable new pay range maximum effective on that same date:

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

2. Broadband 15-03 Equity Adjustment: If the pay rate of any employee in pay status on June 27, 2004, in a classification assigned to broadband pay range 15-03 is below \$19.567, the pay rate of that employee shall be increased to \$19.567. If the pay rate of any employee in pay status classified as Hydrogeologist-Senior is less than \$20.335, the pay rate of that employee shall be increased to \$20.335.

3. Broadband 15-03 Equity Stratification: Employees who receive a pay increase under the Broadband 15-03 Equity Adjustment in 2., above, shall receive an additional increase based on their full years of seniority as of June 27, 2004, according to the following table:

<u>Full Years Seniority</u>	<u>Base Pay Increase</u>
<u>0-4</u>	<u>\$0.05</u>
<u>5-9</u>	<u>\$0.10</u>

<u>10-14</u>	<u>\$0.15</u>
<u>15-19</u>	<u>\$0.20</u>
<u>20-24</u>	<u>\$0.25</u>
<u>25-29</u>	<u>\$0.30</u>
<u>30 or more</u>	<u>\$0.35</u>

14. General Wage Adjustment: Subject to Section 2, below, each eligible employee as identified in a. through e., below, in pay status on the effective date will receive a General Wage Adjustment of two percent (21.0%), subject to the pay range maximum specified in Schedule II in Appendix A. An employee who is not eligible to receive a 21.0% General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under CD., below.

Employees eligible for the General Wage Adjustment:

- a. Employees in a classification assigned to broadband pay range 15-02.
- b. Employees in a classification assigned to broadband pay range 15-03.
- c. Employees in a classification assigned to pay range 15-24 and whose pay is equal to or greater than the final progression point (Point E.)
- d. Employees in a classification assigned to pay range 15-35 and whose pay is equal to or greater than the final progression point (Point C.)
- e. Employees in a classification assigned to pay range 15-24 or 15-35 and whose pay rate is not equal to a pay progression point.

25. Pay Schedule Implementation: Pay schedule II, effective ~~the first day of the pay period following the contract effective date only~~ June 27, 2004 through June 30, 2005, specified in Appendix A, is implemented. Employees whose pay rate is currently equal to a pay progression point receive an adjustment to the new pay rate for their current progression point.

~~3. Semi Automatic Progression Schedule Implementation: The semi-automatic pay progression schedules in ranges 15-24 and 15-35, effective from the first day of the pay period following the contract effective date through April 5, 2003, and specified in Appendix E, are implemented.~~

~~4. Broadband Restructuring~~

~~a. Implement new broadband pay ranges 15-02 and 15-03, specified as schedule III in Appendix A.~~

~~b. All classifications currently in broadband pay range 15-01 are reassigned to new pay broadband 15-03, as shown in Appendix F. All other classifications remain in the same pay range as before. The pay of employees whose classifications are reassigned shall not be adjusted upon reassignment except as necessary to raise the pay rate to the minimum of the new 15-03 pay range.~~

~~5. Effective December 29, 2002, the Employer will apply the following wage adjustments in the order set forth below:~~

~~a. Employees in one of the classifications listed below shall receive a base pay increase of \$5.00 per hour, limited by the pay range maximum:~~

~~Veterinarian-Objective~~

~~Veterinarian-Senior~~

~~Veterinarian Specialist-Senior~~

~~Veterinarian Specialist-Advanced~~

~~Veterinary Wildlife Health Specialist~~

~~b. Employees in one of the classifications listed below shall receive a base pay increase of \$3.00 per hour, limited by the pay range maximum:~~

~~Gaming Veterinarian-Objective~~

~~Gaming Veterinarian-Senior~~

~~c. Employees in the Metrologist classification shall receive a base pay increase of \$1.50 per hour, limited by the pay range maximum.~~

~~6. Effective April 6, 2003, the Employer will apply the following wage adjustments in the order set forth below, subject to the pay range maximum effective on that same date:~~

~~a. General Wage Adjustment: Subject to Section 2, below, each eligible employee in pay status on the effective date will receive a General Wage Adjustment of two and one-half percent (2.5%). An employee who is not eligible to receive a two and one-half percent (2.5%) General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under C., below.~~

~~b. Pay Schedule Implementation: Pay Schedule IV, effective April 6, 2003, through June 30, 2003, specified in Appendix A, will be implemented.~~

~~c. Semi Automatic Progression Schedule Implementation: The semi-automatic pay progression schedules in ranges 15-24 and 15-35, effective April 6, 2003 through June 30, 2003, and specified in Appendix E, are implemented.~~

C. Pharmacist Market Adjustment: Effective December 26, 2004, employees in pay status in a position classified as Pharmacist or Pharmacy Practices Consultant shall receive an adjustment based on their full years of state seniority as of December 26, 2004, according to the following table and limited by the pay range maximum:

<u>Full Years of Seniority</u>	<u>Hourly Increase</u>
<u>0-1</u>	<u>\$0.00</u>
<u>2-7</u>	<u>\$0.50</u>
<u>8-11</u>	<u>\$0.75</u>
<u>12-15</u>	<u>\$1.00</u>
<u>16 or more</u>	<u>\$1.25</u>

CD. Annualized General Wage Adjustment Payment

1. Subject to Section 2, below, on the effective dates of the General Wage Adjustments provided under ~~A./1., B./14., and B./6./a.,~~ above, eligible employees will be granted Annualized General Wage Adjustment Payments in accordance with the following, subject to 2. through 4., below:

a. Employees who receive a General Wage Adjustment of less than one percent (1.0%), under ~~A./1.B./4.,~~ above, of their base pay rate solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to the difference between the value of one percent (1.0%) of the employee's base pay rate prior to application of the General Wage Adjustment and the amount the employee actually received, multiplied by 2088.

b. Employees who received no General Wage Adjustment, under ~~A./1.B./4.,~~ above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to one percent (1.0%) of their base pay rate, multiplied by 2088.

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

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

~~e. Employees who receive a General Wage Adjustment of less than two and one-half percent (2.5%), under B./6./a., above, of their base pay rate solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to the difference between the value of two and one-half percent (2.5%) of the employee's base pay rate prior to application of the General Wage Adjustment and the amount the employee actually received, multiplied by 480.~~

~~f. Employees who received no General Wage Adjustment, under B./6./a., above, solely because of the pay range maximum limitation will receive an Annualized General Wage Adjustment Payment equal to two and one-half percent (2.5%) of their base pay rate, multiplied by 480.~~

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

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

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

Section 2 Employees Not Eligible for 2001-2003-2005 General Wage Adjustments and Annualized General Wage Adjustment Payments

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

~~A. Employees in classifications other than those listed in Section 1/2/A./1., are not eligible for that one percent (1.0%) General Wage Adjustment.~~

~~B. Employees who have previously been considered for or received a 2001-2002-2004-2005 fiscal year wage adjustment are not eligible for the 1.0% General Wage Adjustment set forth in Section 1/2/AB./1. of this Article. General Wage Adjustment or equivalent.~~

B. Employees in a classification assigned to pay range 15-24 or 15-35 eligible to receive a pay progression structure adjustment under 11/1/2/B.5.

~~C. Employees who have previously been considered for or received a 2002-2003 fiscal year wage adjustment shall not be eligible for the two percent (2.0%) General Wage Adjustment set forth in Section 1/2/B./1. of this Article.~~

~~D. Employees who have previously been considered for or received an April 2003 General Wage Adjustment shall not be eligible for the two and one-half percent (2.5%) General Wage Adjustment set forth in Section 1/2/B./6./a. of this Article.~~

11/2/2 In those cases where a personnel transaction moves an employee, who was employed July 1, 2001, June 27, 2004, into the bargaining unit after the effective date of the General Wage Adjustments provided under this Agreement and the movement results in non-consideration and non-receipt of a 2001-2002 fiscal year or 2002-2003/2004-2005 fiscal year adjustment, if eligible, the employee shall be granted a pay adjustment equal to the wage adjustment provided under this Agreement ~~corresponding to each missed fiscal year adjustment.~~

Section 3 Lump Sum Wage Payment For Delay in Contract Implementation

The provisions of this Section will apply only if this Agreement is implemented after June 27, 2004.

11/3/1 A. Eligible employees as determined under D., below, will receive a lump sum payment equal to the sum of any amounts receivable under A., B., or C., below value of any increase(s) received under 11/1/2/B.2., through 11/1/2/B.5., above, multiplied by the number of the employee's hours in pay status in the bargaining unit from June 27, 2004, up to the date of implementation of these increases. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

~~A. The hourly amount received as a base pay increase under Section 1/2/A./1., above, multiplied by the number of hours in pay status in the bargaining unit from July 1, 2001, through the Agreement effective date.~~

~~B. The hourly amount received as a base pay increase under Section 1/2/B./1. or Section 1/2/B./2., above, multiplied by the number of hours in pay status in the bargaining unit from June 30, 2002, through the Agreement effective date.~~

~~C. The hourly amount received as a base pay increase under Section 1/2/B./4/ above, multiplied by the number of hours in pay status in the bargaining unit from July 14, 2002, through the Agreement effective date.~~

~~D. The following employees will be eligible:~~

1. Employees who were at all times in the bargaining unit between ~~July 1, 2001~~June 27, 2004, and the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments.
2. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after ~~July 1, 2001~~June 27, 2004, and before the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments.
3. New state employees hired into the bargaining unit between ~~July 1, 2001~~June 27, 2004 and the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments.
4. Employees hired into the bargaining unit from another certified state bargaining unit between ~~July 1, 2001~~June 27, 2004, and the effective date of the Agreement and prior to the effective date of the general wage increase of the employee's former bargaining unit.
5. Former employees of the bargaining unit who retired from state service between ~~July 1, 2001~~June 27, 2004, and the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments. ~~Such payments shall not be considered earnings for retirement and benefit purposes.~~
6. Employees in the bargaining unit who are on or returned from a leave of absence between ~~July 1, 2001~~June 27, 2004, and the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments. Employees who went on a leave of absence from a position in the bargaining unit after ~~July 1, 2001~~June 27, 2004, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

11/3/2 ~~E.~~ For purposes of calculating employee benefits, except for former employees who have retired, the lump sum wage payment shall be considered as salary or wages earned during the period commencing ~~July 1, 2001~~June 27, 2004, and the ~~effective implementation~~ date of the ~~Section 1/2/A11/1/2/B.~~ wage adjustments.

11/3/3 If this Agreement is implemented after December 26, 2004, a lump sum payment for the Pharmacist Market Adjustment under 11/1/2/C. shall be provided to eligible employees in the same manner as provided above.

Section 4 Pay Administration

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

11/4/2 Pay administration for employees in pay ranges ~~15-01 and 15-02~~ and 15-03 will be in accordance with the provisions of Appendix B.

~~11/4/3~~ Effective the first day of the pay period following the Agreement effective date, pay administration for employees in pay ranges ~~15-02 and 15-03~~ will be in accordance with the provisions of Appendix B.

11/4/43 Pay on Reallocation to a Higher Classification:

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

11/4/54 Pay on Reclassification to a Higher Classification: The pay of employees whose positions are reclassified to a higher classification shall be determined in accordance with s. 29.03(3)(c), Wis. Admin. Code; except that in lieu of the increase amounts provided pursuant to s. 29.03(3)(c), Wis. Admin. Code, such regraded employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

11/4/65 Pay on Promotion: Pay on promotion will be determined in accordance with s. 29.03(4), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to s. 29.03(4)(b), Wis. Admin. Code, employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

11/4/76 Pay on Completion of First Six (6) Months of Probation.

No six (6) month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

11/4/87 All references to "PSICM" in ER 29, Wis. Admin. Code, will be changed to "minimum."

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

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

11/5/2 Absent mutual agreement as provided above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract, when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

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

Section 6 **HAM Notification**

11/6/1 In the event the Employer uses Hiring Above the Minimum (HAM) for recruitment, DEROSER will notify the Union before implementation. Semi-annually, DEROSER will provide to the Unions at WFT with the HAM Request and Authorization Form and the names and starting salaries of employees hired using HAM during the previous six (6) months. Disputes which arise concerning the accuracy or completeness of the information will not be subject to the grievance procedure as outlined in Art. IV. This provision will sunset on June 30, 20035.

ARTICLE XII

Employee Benefits

Section 1 Health Insurance

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

12/1/2 Subject to 12/1/4, 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 (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 the county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

12/1/3 Subject to 12/1/6, 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.

12/1/4 Effective with premiums due for coverage beginning January 1, 2004, the provisions of 12/1/2, above, and 12/1/5, below, will be discontinued and a three-tier health insurance model will be implemented. The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned for employees appointed to work one thousand and forty four (1044) hours or more per year. Employee contributions under this three-tier approach are as follows:

Employee Monthly Contribution

	<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>	\$ 20.00	\$ 50.00	\$ 25.00	\$ 62.50
<u>Tier 2</u>	\$ 50.00	\$125.00	\$ 50.00	\$125.00
<u>Tier 3</u>	\$100.00	\$250.00	\$100.00	\$250.00

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

12/1/45 Until implementation of the three-tier health insurance model under 12/1/4, above, the Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

12/1/6 Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 12/1/4, above, the provisions of 12/1/3, 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.

12/1/57 An employee who is laid off or on an approved leave of absence without pay may continue his/her group health and dental insurance for a period not to exceed thirty-six (36) calendar months while on layoff status or on approved leave of absence without pay provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Section 2 Life Insurance

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

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

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

Section 3 Income Continuation Insurance

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

Section 4 Sick Leave

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

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

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

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

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

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

the Employer, employees will be permitted to use personal holidays, earned compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirements for sick leave as set forth above.

B. Employees may use accrued sick leave for personal medical or dental appointments 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) workdays advance notice of appointments except when emergency conditions prevail.

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

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

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in C, above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances, provided prior approval is obtained. An employee may use sick leave for the care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

F. Employees may use accrued sick leave to supplement the Worker's Compensation benefits, provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of

his/her regular base rate. The procedures necessary for the administration of this provision shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

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

12/4/3 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:

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

B. 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 seniority, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of service through twenty four (24) years. For years of seniority over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of seniority over twenty four (24) years.

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

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

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

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

Employees who suffer from a personal illness or injury that requires them to use at least five hundred (500) hours of accrued sick leave during the three (3) years immediately prior to retirement 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 seniority 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 (3) highest earnings years while in state service.~~

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

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

12/4/5 The employee may elect to delay conversion of his/her sick leave credits ~~for a period of up to five (5) years~~ after the date of retirement, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's hourly rate at the time of retirement.

12/4/6 Separation from the service shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the state within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored provided he/she is re-employed by any agency of the State within five (5) years. However, upon written request of an employee, accumulated unused sick leave shall, at the time of permanent layoff, be converted to cash credits at the employee's current base rate for credits to be used to pay the total health insurance premium during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's unavailability, including the acceptance of any other employment, whichever comes first. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

12/4/7 Each employee's unused sick leave accumulated in his/her sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This Section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement or prior to the date an employee becomes a bargaining unit member.

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

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

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

Section 5 Paid Annual Leave of Absence

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

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

A. FLSA Non-Exempt Employees.

Seniority	Hours
0 yr. to 5 yrs.	80 hrs.
5+ yrs. to 10 yrs.	120 hrs.
10+ yrs. to 15 yrs.	136 hrs.
15+ yrs. to 20 yrs.	160 hrs.
20+ yrs. to 25 yrs.	176 hrs.
25 yrs. or more	200 hrs.

B. FLSA Exempt Employees.

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

C. Seasonal, School Year or Part-Time Employees

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

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

A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as provided in sections 2/11/7 and 9/12/3.

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

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

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

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

- A. Annual leave during the year earned;
- B. As credit for termination leave or as accumulated sabbatical leave.

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

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

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

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

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

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

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

12/5/78 Employees shall be allowed to use their earned vacation from their last year of service prior to retirement or their accumulated sabbatical time, or both, for a payment of medical insurance premiums at the group rate for post retirement periods as under s. 40.05(4)(b), Wis. Stats.

Section 6 Leave for Promotional Exams

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

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

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

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

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

Section 7 Leaves of Absence Without Pay

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

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

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

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

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

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

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

12/7/5 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.

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

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

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

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

- A. The employee shall be returned to his/her position or one of like nature.
- B. If the employee's position has been abolished through legislation or material reorganization of the agency, the employee shall be given consideration for any other position of similar pay grade and class for which, in the reasonable opinion of the Employer, the employee is qualified.
- C. Employees may return to work prior to the expiration of a leave of absence only upon express approval of the Employer. Such approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

Section 9 Military Service

12/9/1 Annual Field Training: The Employer agrees to grant employees who have permanent status and who are members of the national guard, state guard or any other reserve component of the military forces of the United States or the state of Wisconsin, now or hereafter organized or constituted under federal and state law, a leave of absence without loss of pay not to exceed thirty (30) workdays in any calendar year. Employees shall elect to receive their State pay or military pay. If State pay is selected, the amount of base military pay, exclusive of allowances, for the actual number of workdays lost shall be deducted from the State pay. Such leave shall be provided without loss of time in the service of the State to enable employees to attend military schools, annual field training, or annual active duty training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on active duty or extended active duty as a member of the active armed forces of the United States, or for absences of less than three (3) calendar consecutive days. Employees shall notify their immediate supervisor immediately upon

receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

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

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

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

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

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

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

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

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

3. The employee has received a military leave of absence under 12/7/5, under 12/9/1, under s. 230.35(3), Wis. Stats., or under rules promulgated by the office of state employment relations.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 12/9/1 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 12/9/1.

2. The governor, by executive order, may extend the period that an employee receives the pay and benefits under 1., above, up to a period of 2 years from the date on which the person is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service. Any extension granted by the governor under this paragraph may apply to an individual employee or to a group of employees, as determined by the governor.

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

D. An appointing authority shall permit an employee who is eligible to receive the pay and benefits authorized under A., or B., above, and who has completed his or her duty with the U.S. armed forces or

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

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

Section 10 Jury Duty

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

Section 11 Retirement

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

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

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

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

Section 12 Holidays

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

Independence Day	July 4, 200 <u>13</u>	July 4, 200 <u>24</u>
Labor Day	September <u>31</u> , 200 <u>13</u>	September <u>26</u> , 200 <u>24</u>
Thanksgiving Day	November <u>27</u> , 200 <u>13</u>	November <u>28</u> , 200 <u>24</u>
Christmas Eve	December 24, 200 <u>13</u>	December 24, 200 <u>24</u>
Christmas	December 25, 200 <u>13</u>	December 25, 200 <u>24</u>
New Year's Eve	December 31, 200 <u>13</u>	December 31, 200 <u>24</u>
New Year's	January 1, 200 <u>24</u>	January 1, 200 <u>35</u>
Martin Luther King Jr. Day	January <u>21</u> , 200 <u>24</u>	January <u>20</u> , 200 <u>35</u>
Memorial Day	May <u>27</u> , 200 <u>24</u>	May <u>26</u> , 200 <u>35</u>

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

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

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

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

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

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

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

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

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

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

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

Section 13 Payment for Working Holidays

12/13/1 Holiday Premium Pay

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

12/13/2 Holiday Compensatory Time

In addition to the compensation provided to employees under 12/13/1, above, employees who are required to work on a Holiday shall also receive compensatory time on an hour-for-hour basis, not to exceed eight (8) hours for working on the full holiday.

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

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

Section 14 Administration of Worker's Compensation Benefits

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

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

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

Section 15 Witness Fees

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

Section 16 Dental Insurance Deduction

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

Section 17 Employee Funded Reimbursement Accounts (ERA)

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

Section 18 Wisconsin Family and Medical Leave Act

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

Section 19 Catastrophic Leave

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

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

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

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

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

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

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

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

- A. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)
- B. Must be on approved unpaid leave of absence.
- C. Must be in need of at least one hundred and sixty (160) hours.
- D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family, as defined in 12/4/2/C., for which medical documentation is provided.
- E. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, personal holiday and/or sabbatical leave time.
- F. Must not be receiving other salary replacement benefits.
- G. Must be approved to receive transfers by the local union approval committee.
- H. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.
- I. Must remain a state employee.
- J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Prorated based on FTE).

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

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

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

C. Must remain a state employee.

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

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

Section 20 ~~Length of Service Payment~~

~~**12/20/1** The Employer agrees to provide an annual length of service payment to eligible employees. The payments for the term of the contract shall be made on June 30, 2002, and June 30, 2003.~~

~~**12/20/2** In the event of retirement, death or termination prior to the scheduled payment date, a pro-rated payment will be made at an earlier date.~~

~~**12/20/3** 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.~~

~~**12/20/4** The schedule of payments shall be as follows:~~

5 years of seniority	\$ 50
10 years of seniority	\$100
15 years of seniority	\$150

~~20 years of seniority~~ \$200

~~25 years of seniority~~ \$250

~~12/20/5 To be eligible for the length of service payment, the employee must have the required number of years of seniority prior to the date of payment set forth in 12/20/1.~~

~~12/20/6 Payments under this Section to eligible employees shall be pro-rated according to the number of paid work hours, excluding leaves of absence without pay, pursuant to Article II, Section 11 and 12, the employee had during the period July 1, 2001 through June 30, 2002, and July 1, 2002 through June 30, 2003, excluding any overtime hours worked.~~

Section 210 Americans with Disabilities Act

~~12/210/1~~ The language of this Agreement will be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act, or as it may be amended. Provisions of this Section are not subject to the Grievance Procedure of this Agreement.

Section 21 Dental Insurance (Coverage Effective January 2005)

12/21/1 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.

ARTICLE XIII

No Strike or Lockout

Section 1

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

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

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

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

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

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

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

Section 2

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

ARTICLE XIV

General

Section 1 **Obligation to Bargain**

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

Section 2 **Partial Invalidity**

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

Section 3 **Definition of Probationary Employee**

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

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

Section 4 Retroactivity

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

ARTICLE XV

Termination of Agreement

15/1/1 Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing on ~~May 17, 2003~~, and terminating on June 30, 2003~~5~~, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.