

ARTICLE XI

WAGES

Section 1 Classification, Assignment and Reassignment

11/1/1 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, unless otherwise specified in this Agreement.

Section 2 Multiple Pay Adjustments

11/2/1 Pay adjustments resulting from personnel transactions that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code, unless otherwise specified in this Agreement.

~~Section 3 2001-2003 Wage Adjustments~~

~~11/3/1 The Employer agrees to provide employees covered by this Agreement the wage adjustments as set forth below:~~

~~A. FY 2001-2003 Wage Adjustment~~

~~1. There will be no General Wage Adjustment for the FY 2001-2002.~~

~~2. The FY 2001-2002 pay schedule specified in Appendix B of this Agreement will be implemented on the first day of the pay period after the effective day of the contract.~~

~~B. FY 2002-2003 General Wage Adjustment~~

~~Effective June 30, 2002, the Employer will provide the following wage adjustments in the order set forth below:~~

~~1. Effective June 30, 2002, the Optometrist pay range of 10-49 shall be reassigned to the pay range of 10-50.~~

~~2. Each employee in pay status, except those serving an original six (6) month probation, on June 30, 2002, will receive a base pay adjustment of two percent (2.0%). This adjustment is subject to the FY 2002-2003 pay range maximum of the pay schedule set forth in Appendix C.~~

~~3. The June 30, 2002, pay schedule specified in Appendix C of this Agreement will be implemented.~~

~~4. Market Stratification Effective on December 29, 2002. Each employee in pay status on December 29, 2002, will have their base pay adjusted in accordance with the following, subject to the June 30, 2002, pay range maximum:~~

~~Full Years of Seniority as of December 29, 2002~~

	Optometrists, Dentists, Physicians	Psychiatrists
2 through 3 years	.25/hr.	\$.50/hr.
4 through 5 years	.50/hr.	\$1.00/hr.
6 through 7 years	\$.75/hr.	\$1.25/hr.
8 through 9 years	\$1.00/hr.	\$1.75/hr.
10 through 11 years	\$1.25/hr.	\$2.00/hr.
12 through 13 years	\$1.50/hr.	\$2.25/hr.
14 through 15 years	\$1.75/hr.	\$2.50/hr.
16 through 17 years	\$2.00/hr.	\$2.75/hr.
18 through 19 years	\$2.25/hr.	\$3.00/hr.
20 or more years	\$2.50/hr.	\$3.25/hr.

~~5. General Wage Adjustment Effective April 6, 2003: Each employee in pay status on April 6, 2003, except those serving an original six (6) month probation, will receive a base pay adjustment of two and one half percent (2.5%). This adjustment is subject to the April 6, 2003 pay range maximum as set forth in Appendix D.~~

~~6. Pay Schedule Implementation: The April 6, 2003, pay schedule as specified in Appendix D of this Agreement will be implemented.~~

~~11/3/2 A. FY 2002-2003 Annualized Wage Adjustment~~

~~1. Eligible employees who receive an adjustment under 11/3/1/B./2., above, of less than two percent (2.0%) of their base rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to the application of the adjustments in 11/3/1/B./2., and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., below.~~

~~2. Eligible employees who received no adjustment under 11/3/1/B./2., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to two percent (2.0%) of their base pay rate, multiplied by 2088, subject to B. through D., below.~~

~~3. Eligible employees who receive an adjustment under 11/3/1/B./5., above, of less than two and one half percent (2.5%) of their base rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to the difference between the value of the two and one half percent (2.5%) of the employee's base pay rate prior to the application of the adjustments in 11/3/1/B./5. and the amount the employee actually received as a base pay increase, multiplied by 480, subject to B. through D. below.~~

~~4. Eligible employees who received no adjustment under 11/3/1/B./5., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to two and one half percent (2.5%) of their base pay rate, multiplied by 480, subject to B. through D., below.~~

~~B. The Annualized Wage Adjustment payment provided under A. above, will be prorated based on the employee's budgeted FTE on the effective date of the General Wage Adjustment.~~

~~C. The Annualized Wage Adjustment payment will be made as soon after the effective date of the General Wage Adjustment as is administratively feasible.~~

~~D. Employees who are not in pay status on the effective date of the Annualized 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 Wage Adjustment payment for which they would otherwise have been eligible.~~

~~Section 4 Lump Sum Wage Payment Administration~~

~~11/4/1 Lump Sum Wage Payments to Compensate for the Delay in FY 2002-03 Wage Adjustment~~

~~A lump sum payment will be paid to each employee who receives a FY 2002-03 wage adjustment provided for in 11/3/1/B. This lump sum payment will be equal to the total hourly amount an employee receives as a FY 2002-03 wage adjustment, multiplied by the employee's hours in pay status in a position in the bargaining unit, from the effective date(s) shown in 11/3/1/B. to the effective date of the FY 2001-03 Agreement.~~

~~11/4/2 An employee who is on a leave of absence on the effective date of the FY 2002-03 wage adjustment will receive no lump sum wage payment until he or she returns to pay status in a position in the bargaining unit. The employee must return from the LOA to pay status in a position in the bargaining unit by June 30, 2003.~~

Section 3 2003-2005 Wage Adjustments

11/3/1 The Employer agrees to provide employees covered by this Agreement the wage adjustments as set forth below:

A. FY 2003-2004 Wage Adjustment

1. There will be no General Wage Adjustment for the FY 2003-2004.
2. The FY 2003-2004 pay schedule specified in Appendix B of this Agreement will be implemented on the first day of the pay period after the effective day of the Agreement.

B. FY 2004-2005 General Wage Adjustment (GWA)

Effective June 27, 2004, the Employer will provide the following wage adjustments in the order set forth below:

1. General Wage Adjustment Effective June 27, 2004: Each employee in pay status on June 27, 2004, except those serving an original six (6) month probation, will receive both base pay adjustments a., and b., shown in the order below, subject to the June 27, 2004, pay range maximum set forth in Appendix C:
 - a. One percent (1.0%) of the employee's base pay rate.
 - b. Ten cents (\$0.100) per hour.

2. All employees in pay status on June 27, 2004 receive a GWA lump sum pay payment of \$250.00, pro-rated based on FTE on June 27, 2004. This payment will be made as soon as administratively feasible after that date.

3. The June 27, 2004, pay schedule specified in Appendix C of this Agreement will be implemented.

4. Dentist Market Adjustment Effective December 26, 2004: Each employee in pay status on December 26, 2004, in a position allocated to the Dentist (32300) classification will receive a base pay rate adjustment to \$58.000 per hour, the new Dentist Classification Appointment Pay Range Minimum of the pay schedule in Appendix D, or the employee's current rate of pay, whichever is greater.

5. Compression Market Adjustment Effective December 26, 2004: Each employee in pay status on December 26, 2004, in a position allocated to the Physician (31210) or Psychiatrist (31310) classification shall receive an adjustment as follows:

<u>Full Years of Seniority as of June 30, 2004</u>	<u>Per Hour Increase</u>
<u>0 through 4 years</u>	<u>\$0.500</u>
<u>5 through 9 years</u>	<u>\$0.600</u>
<u>10 through 14 years</u>	<u>\$0.700</u>
<u>15 through 19 years</u>	<u>\$0.750</u>
<u>20 or greater years</u>	<u>\$0.850</u>

6. Dental/Oral Surgeon Market Adjustment Effective December 26, 2004: Any employee in pay status on December 26, 2004, in a position allocated to the Dentist (32300) classification who has oral surgeon work duties shown in their position description will receive a base pay rate adjustment to \$63.00 per hour or the employee's current rate of pay, whichever is greater.

7. Pay Schedule Implementation: Effective December 26, 2004, the pay schedule as specified in Appendix D of this Agreement will be implemented. Any employee whose base pay rate is below the applicable pay range minimum will receive an adjustment to the new minimum.

11/3/2 A. FY 2004-2005 Annualized General Wage Adjustment

1. Eligible employees who receive an adjustment under 11/3/1/B./1.a., above, of less than one percent (1.0%) of their base rate solely because of the pay range maximum limitation will receive an Annualized GWA payment equal to the difference between the value of one percent (1.0%) of the employee's base pay rate prior to the application of the adjustments in 11/3/1/B./1.a., and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., below.

2. Eligible employees who received no adjustment under 11/3/1/B./1.a., above, solely because of the pay range maximum limitation will receive an Annualized GWA payment equal to one percent (1.0%) of their base pay rate, multiplied by 2088, subject to B. through D., below

3. Eligible employees who receive an adjustment under 11/3/1/B./1.b., above, of less than ten cents per hour (\$0.100), solely because of the pay range maximum limitation will receive an Annualized GWA payment equal to the difference between the value of ten cents (\$0.100) per hour and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., below.

4. Eligible employees who received no adjustment under 11/3/1/B./1.b., above, solely because of the pay range maximum limitation will receive an Annualized GWA payment equal to ten cents (\$0.100) per hour, multiplied by 2088, subject to B. through D., below.

B. The Annualized GWA payment provided under A. above, will be prorated based on the employee's budgeted FTE on June 27, 2004.

C. The Annualized GWA payment will be made as soon after June 27, 2004, as is administratively feasible.

D. Employees who are not in pay status on June 27, 2004, and return from an approved leave of absence or layoff from a bargaining unit position during the term of the Agreement will receive any Annualized GWA payment for which they would otherwise have been eligible.

Section 4 Lump Sum Wage Payment Due to the Delay in Implementation Administration

11/4/1 No lump sum wage payments are provided for this Agreement.

Section 5 Pay Administration

11/5/1 Pay Administration will be in accordance with Appendix F of this Agreement.

11/5/2 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered by this Agreement at the beginning date of the pay period nearest the statutory or administrative date of said adjustments.

11/5/3 An employee's "base pay" or "base pay rate" means the employee's pay rate, excluding any overtime or supplemental pay.

Section 6 TAM and RMR Notification

11/6/1 In the event the Employer uses Temporary Appointment Maximum (TAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Union before implementation.

Section 7 HAM

11/7/1 In the event the Employer uses Hiring Above the Minimum (HAM) for recruitment, DOSER will notify the Union before implementation.

Semi-annually, DOSER will provide to the Unions at WFT with the Hiring Above Minimum (HAM) Request and Authorization Form and the names and starting salaries of employees hired using HAM during the previous six (6) months. DOSER will make a reasonable attempt to provide accurate and complete information. Disputes which arise concerning the accuracy or completeness of the information will not be subject to the grievance procedure as outlined in Article IV. ~~This provision will sunset on June 30, 2005.~~

Section 8 Board Certification and Board Certification Eligibility - Supplemental Pay for Physicians and Psychiatrists

11/8/1 Subject to A. through G. below, the appointing authority has the sole authority to determine supplemental pay for Board Certification eligibility or Board Certification.

A. Board Certification Eligibility – Effective the first day of the pay period following the effective date of this Agreement, an employee in a position for which the appointing authority requires Board Certification and who has been certified by the appropriate Medical Specialty Board as having achieved the required Board Certification eligibility may be granted supplemental pay in an amount up to ~~\$5.56~~\$5.67 per

hour for Physicians and ~~\$6.06~~\$6.19 per hour for Psychiatrists, at the sole discretion of the appointing authority. No credit will be given for board certification eligibility in a specialty not directly related to the employee's position, as determined by the appointing authority. Effective ~~June 30, 2002~~June 27, 2004, such an employee may be granted supplemental pay in an amount up to ~~\$5.67~~\$5.73 per hour for Physicians and ~~\$6.19~~\$6.26 per hour for Psychiatrists.

B. Board Certification - An employee in a position for which the appointing authority requires Board Certification and who has been certified by the appropriate Medical Specialty Board for the required certification may, at the sole discretion of the appointing authority, be granted supplemental pay in accordance with the tables in 11/8/2 of the Agreement. No credit will be given for board certification in a specialty not directly related to the employee's position, as determined by the appointing authority.

C. Supplemental pay may only be granted upon receipt of written evidence of Board Certification eligibility or Board Certification. All supplemental pay adjustments will be effective at the beginning of the pay period following the determination by the appointing authority that the employee has presented sufficient evidence of the Board Certification eligibility or Board Certification required for the position. Supplemental pay will be discontinued by the appointing authority whenever the Physician or Psychiatrist is no longer employed in a position for which the appointing authority requires the Board Certification.

D. Any employee who is already receiving supplemental pay for Board Certification on the effective date of the FY ~~2001-2002~~2004-2005 pay range implementation in an amount that is less than the amount required in 11/8/2 A. of the Agreement, will have his/her supplemental pay increased to that amount. ~~In addition, a lump sum payment will be granted to any such employee in an amount equal to the hourly amount an employee receives as a supplemental pay increase multiplied by the employee's hours in pay status from July 1, 2001, or the date on which the employee began to receive supplemental pay while in his/her current position, whichever is later, to the effective date of the FY 2001-2002 pay range implementation.~~

E. Any employee who is already receiving supplemental pay for Board certification on the effective date of the FY ~~2002-2003~~FY 2004-2005 pay range implementation in an amount that is less than the amount required in 11/8/2 B. of the Agreement, will have his/her supplemental pay increased to that amount. ~~In addition, a lump sum payment will be granted to any such employee in an amount equal to the hourly amount an employee receives as a supplemental pay increase multiplied by the employee's hours in pay status from June 30, 2002, or the date on which the employee began to receive supplemental pay while in his/her current position, whichever is later, to the effective date of the FY 2002-2003 pay range implementation.~~

F. Any employee who was already receiving supplemental pay for Board Certification on November 26, 1995, in an amount that was greater than fifteen percent (15%) of the minimum of the pay range that took effect on November 26, 1995, will retain at least that amount while in the position that employee occupied on that date.

G. Employees eligible for supplemental pay are limited to one supplemental pay amount to reflect either Board Certification Eligibility or Board Certification. There will be no pyramiding of the supplemental pay provided under this Section.

11/8/2 FY ~~2001-2003~~2003-2005 Board Certification Supplemental Pay Amounts:

A. FY ~~2001-2002~~2003-2004 (~~Effective upon implementation of the FY 2001-2002 pay schedule as set forth in 11/3/1~~)

	Not less than	Not to Exceed
Physicians:	\$8.50/hr.	\$17.00/hr.
Psychiatrists:	\$9.28/hr.	\$18.55/hr.

B. FY ~~2002-2003~~ 2004-2005 (Effective June ~~30~~ 27, 20024.)

	Not less than	Not to Exceed
Physicians:	\$8.50 <u>8.58</u> /hr.	\$17.00 <u>17.34</u> /hr.
Psychiatrists:	\$9.28 <u>9.46</u> /hr.	\$18.55 <u>18.74</u> /hr.

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, ~~T~~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 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, ~~T~~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>	<u>\$ 18.00</u>	<u>\$ 45.00</u>	<u>Tier 1</u>	<u>\$22.00</u>	<u>\$ 55.00</u>
<u>Tier 2</u>	<u>\$ 47.00</u>	<u>\$117.50</u>	<u>Tier 2</u>	<u>\$50.00</u>	<u>\$125.00</u>
<u>Tier 3</u>	<u>\$100.00</u>	<u>\$250.0</u>	<u>Tier 3</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.

12/1/45 Until implementation of the three-tier health insurance plan 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 total monthly premium amounts for insured employees in permanent part time or project positions defined under s. 230.27 Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

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

Section 2 Life Insurance

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

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

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

Section 3 Income Continuation Insurance

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

Section 4 Sick Leave

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

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

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

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

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

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

12/4/4 The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or who are laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while laid off, under the following conditions: The definition of "layoff" for purposes of SHICC does not include employees on a temporary, school year, seasonal, or sessional layoff.

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

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

12/4/5 For employees who retire, die or are laid off 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.

12/4/6 For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire, die or are laid off with at least fifteen (15) full years of adjusted continuous service, the Employer 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.

12/4/7 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:

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

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

12/4/8 Employees who suffer from a personal illness or injury that requires them to use at least five hundred (500) hours of accrued sick leave during the three (3) years immediately prior to retirement, death or layoff shall receive five hundred (500) hours credited to this account upon retirement, death or layoff.

12/4/9 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.

12/4/10 Credits granted to a laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee accepts any other employment that offers a comparable health insurance plan as defined in 8/11/1 or 5 years have elapsed from the date of layoff, whichever occurs first.

12/4/1011 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.

12/4/1112 In the event an employee returns to a position covered by this agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of continuous service and sick leave accrual.

12/4/1213 ~~At the employee's option, these credits shall be converted using the employee's highest base pay rate while in state service at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years.~~

12/4/1314 For informational purposes, a chart portraying this benefit is found in Appendix E.

12/4/1415 The employee may elect to delay conversion of his/her sick leave credits for a period of up to ten (10) 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.

12/4/1516 Separation from state 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.

12/4/1617 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.

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 Effective July 1, 2001, the leave plan as outlined in par. A., below will be implemented. Employees must be in pay status on the effective date of the contract to be eligible to receive the following annual leave schedule. An employee who is on a leave of absence on the effective date of the contract will not receive the adjusted leave plan as outlined in par. A., below until he or she returns to pay status in a position in the bargaining unit. New 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 Rules of the Administrator, 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. Regular Employees.

Years of Service	Hours
During first 5 yrs.	120 hrs.
During next 5 yrs.	160 hrs.
During next 5 yrs.	176 hrs.
During next 5 yrs.	200 hrs.
After 20 yrs.	216 hrs.

B. 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. A., above.

C. Permanent Part-Time Employees: Permanent part-time employees shall be granted pro rata leave consistent with par. A., 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 Article II, Sections 11 and 12.

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

C. Employees eligible for annual leave as provided in Subsection B 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. Employees eligible for annual leave as provided in par. B., shall have such leave prorated upon termination.

12/5/4 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:

- 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, 1994 and employees who qualify at any time after the "B" pay period in October, 1994 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/sabbatical leave.

12/5/6 Employees eligible for two hundred (200) ~~or two hundred and 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/sabbatical leave.

12/5/7 Employees eligible for two hundred and sixteen (216) hours annual leave each year may, at their option, elect to receive eighty (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/sabbatical leave

Section 6 Leaves of Absence Without Pay

12/6/1 Other than leaves for the purposes set forth in paragraphs 3-7 below, leaves of absence without pay for other purposes may be granted at the sole discretion of the appointing authority in response to a request by the employee. Such a leave of absence may be extended on a year to year basis for an additional two years with the approval of the appointing authority. No formal leave of absence shall exceed three (3) years. Short term leaves of absence without pay for periods of up to two (2) weeks may be approved within the sole discretion of the employee's appointing authority or his/her designee.

12/6/2 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.

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

12/6/4 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.

12/6/5 Employees adopting a child or children shall be granted a leave of absence without pay for a period of time 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.

12/6/6 One (1) employee who is elected or appointed as the Wisconsin Physician and Dentist Association or ~~WFT~~ AFT Wisconsin professional staff shall be granted a leave of absence without pay for the term of this Agreement. The rights of such employee who returns from such leave within a two (2) year time period shall be as provided in 12/6/8. 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.

12/6/7 Any employee who is elected or appointed as the president of an AFL-CIO central labor body or the AFT 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 12/6/8.

12/6/8 Except as provided in 12/6/6 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 7 Leaves of Absence With Pay Due to Injury Under Special Conditions

12/7/1 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.

12/7/2 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.

12/7/3 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.

12/7/4 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.

12/7/5 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 second 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~~ Equal Rights Division of the Department of Workforce Development shall not be applicable.

12/7/6 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 unit wide pay increases and personal holidays.

12/7/7 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.

12/7/8 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.

12/7/9 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 12/4/2F. 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 8 Military Service

12/8/1 Annual Field Training: The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, shall be granted a leave of absence without loss of pay not to exceed thirty (30) work days in any calendar year. During this leave, each employee shall receive his/her base state pay less the base military pay received for and identified with such attendance but such reduction shall not be more than the base state pay. Such leave shall be provided to enable employees to attend military school and 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 extended active duty or for service as a member of the active

armed services of the United States, or for absences of three (3) consecutive days or less. 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.

12/8/2 The amount of authorized pay shall be determined by the number of scheduled work hours 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.

12/8/3 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.

12/8/4 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.

12/8/5 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.

12/8/6 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 12/8, under this Section, 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 12/8/3 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 12/8/3.

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.

12/8/7 If an employee who is eligible to receive the pay and benefits authorized under 12/8/6 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 12/8/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 9 Jury Duty

12/9/1 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 10 Retirement

12/10/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40 of the Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board.

12/10/2 For the duration of this Agreement, the Employer shall contribute on behalf of the employee five percent (5.0%) of the employee's earnings paid by the State.

12/10/3 Effective July 1, 1986, the Employer shall pay the one percent (1.0%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

12/10/4 Effective January 1, 1996, 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 11 Holidays

12/11/1 The Employer agrees to provide full time employees the following paid legal holidays of eight hours each.

Independence Day	July 4, 2001 3	July 4, 2002 4
Labor Day	September 3, 2001 11, 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

12/11/2 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.

12/11/3 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.

12/11/4 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.

12/11/5 The Employer agrees to provide employees with three and one-half (3 1/2) non-cumulative personal holidays in each of the calendar years covered by this Agreement plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing their probationary period will earn only the annual prorated amount of their personal holidays. Personal holidays shall be scheduled and taken as provided in Article VI, Section 4 (Hours of Work).

12/11/6 Under the provisions of 1., 2., 3. and 4., above, permanent part-time employees will have all holidays prorated. The proration of legal holidays for part-time employees will be based upon the number of hours an employee is scheduled to work during the pay period in which the holiday falls, i.e., if an employee is scheduled for forty (40) hours during the pay period, he/she will be given four (4) hours for the holiday.

12/11/7 **Holiday Premium Pay:** When employees are required by the Employer to work on a holiday provided in 12/11/1 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.

12/11/8 **Holiday Compensatory Time:** In addition to the compensation provided to employees under 12/11/7, 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 a holiday.

12/11/9 **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 4 (Hours of Work). The Employer may permit such time to be anticipated.

Section 12 Administration of Worker's Compensation Benefits

12/12/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wisconsin Statutes, 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.

12/12/2 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.

12/12/3 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 13 Witness Fees

12/13/1 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 14 Dental Insurance Deduction

12/14/1 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 15 Employee Funded Reimbursement Accounts (ERA)

12/15/1 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 16 Family and Medical Leave Acts

12/16/1 The parties agree to abide by the provisions of the Wisconsin Family and Medical Leave Act and the Federal Family and Medical Leave Act of 1993, or as they may be amended.

Section 17 Child Care

12/17/1 Upon request, the Employer will make available to employees information and materials related to child care and family issues. This information will be placed in a centralized clearly designated area.

Section 18 Americans with Disabilities Act

12/18/1 The Union and the Employer agree that 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.

~~Section 19 Length of Service Payment~~

~~12/19/1 The Employer agrees to provide an annual length of service payment to eligible employees. The payment schedule for the term of the contract shall be:~~

~~A. June 30, 2002 a full year payment~~

~~B. June 30, 2003 a full year payment~~

~~In the event of retirement, death or termination payment will be made at an earlier date.~~

~~12/19/2 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.~~

~~12/19/3 The schedule of payments shall be as follows:~~

~~5 full years of service \$ 50~~

~~10 full years of service 100~~

~~15 full years of service 150~~

~~20 full years of service 200~~

~~25 full years of service 250~~

Section 2019 Catastrophic Leave

12/20 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.

12/2019/2 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.

12/2019/3 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.

12/2019/4 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.

12/2019/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with the provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

12/2019/6 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.

12/2019/7 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.

12/2019/8 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).

12/2019/9 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.

12/2019/10 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.

12/2019/11 It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

Section 20 **Commuter Benefits Program**

12/20/1 All bargaining unit employees shall have the opportunity to participate in the Commuter Benefits Program as administered by the Department of Employee Trust Funds under the provisions of Chapter 40, Wis. Stats.

ARTICLE XIII

GENERAL

Section 1 **Obligation to Bargain**

13/1/1 This Agreement represents the entire Agreement of the parties and will 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 rules of the Secretary relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 **Partial Invalidity**

13/2/1 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**

13/3/1 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 Wis. Administrative Code, Chapter ER-MRS 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

13/3/2 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

13/4/1 No provision of this contract will be retroactive unless specifically so stated.

ARTICLE XIV

NO STRIKE OR LOCKOUT

Section 1

14/1/1 Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

14/1/2 The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

- A. Imposing discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;
- B. Canceling the civil service status of any employee engaging therein;
- C. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

14/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union will immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union will publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action will be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but will be enforced by the ordinary processes of law.

14/1/4 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout. If a lockout does, in fact, occur, all affected employees will be paid for such period of time at their regular rate of pay for time lost from work due to the lockout.

Section 2

14/2/1 In the event a dispute arises between the parties hereto with respect to whether or not the Union or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes will be settled as provided in Article IV of this Agreement. This Section shall not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

ARTICLE XV

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 with publication of the session law ratifying the Agreement, and terminating on June 30, 2003, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

NEGOTIATING NOTE #1
20013-20035 AGREEMENT

GRIEVANCE REPRESENTATIVE

In recognition that the bargaining unit is extremely small and dispersed statewide, an employee may request a representative of the Union who is not a state employee for the purposes of 4/11/2.

NEGOTIATING NOTE #2
20013-20035 AGREEMENT

MEDICAL OFFICER OF THE DAY

Notwithstanding the provision of Appendix F, Section 5 on compensation practices, or Article VI, local institution practices specifically applicable to medical officer of the day will continue for physicians and psychiatrist until the Union and the particular agency or institution, if authorized by the agency, otherwise negotiate a local agreement on compensatory time (which can include cash-out) on the matters of medical officer of the day.

NEGOTIATING NOTE #3
20013-20035 AGREEMENT

The parties agree that during the life of the Agreement, the Department of Corrections and two (2) representatives of the Wisconsin Physician and Dentist Association shall meet to discuss the current policy relating to vacation scheduling of physicians within the department, and the coverage to be provided while such vacation is being used.

NEGOTIATING NOTE #4
20013-20035 AGREEMENT

HEPATITIS B

The Employer and the Association agree that all employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series on a voluntary basis at the Employer's expense, whenever need for vaccination is indicated.

At institutions such as the Centers for the Developmentally Disabled, the Wisconsin Resource Center, the Mental Health Institutes, and the correctional facilities, bargaining unit employees may receive the appropriate immunizations at the work site. At other work sites, where the vaccinations are not provided on site, the Employer shall reimburse the employee for those immunization costs not covered when the employee receives the vaccine through his or her physician.

The Employer will offer post-vaccination serologic response testing to employees six (6) months after completion of the vaccination series.

It is the understanding of the parties that the Employer will not direct employees to receive such immunizations. Test results and employee patient records shall be confidential.

In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

For informational purposes, the parties recognize the authority of the federal Occupational Safety and Health Administration (OSHA) and the Wisconsin Department of Commerce (DComm), regarding control of Hepatitis B. The Employer agrees to abide by applicable OSHA/DComm regulations as amended.

NEGOTIATING NOTE # 5

2003-2005

PROFESSIONAL LIABILITY

The Department of Corrections (DOC) agrees to reimburse bargaining unit members for the actual customary and reasonable costs incurred by independent legal counsel, not to exceed five thousand (\$5,000.00),

to defend against complaints by an inmate or in the interests of an inmate seeking revocation of his or her professional license or certificate under the following conditions: the Department of Corrections chooses not to provide legal assistance to the employee; and the Department of Corrections determines that the employee has acted in the scope of employment and the employee has followed the appropriate department policies, procedures and protocols. The Department of Corrections will not reimburse a bargaining unit member for any costs incurred by independent legal counsel to defend against complaints when DOC is one of, or the only complaining party.

MEMORANDUM OF UNDERSTANDING #1

20013-20035 AGREEMENT

In recognition of the unique approach to bargaining used by WPDA, the size and composition of the bargaining unit and the minimal number of State Agencies affected, the President of WPDA will be allowed up to seven (7) days without loss of pay for the purposes of conducting bargaining unit business authorized under the contract. These seven days are in addition to time in without loss of pay status authorized in the body of the contract. This provision will sunset on June 30, 2003~~5~~. This sunset can only be extended by the express mutual agreement of both parties. The Memorandum will not continue in effect if the contract is extended without the express mutual agreement of both parties.

~~MEMORANDUM OF UNDERSTANDING #2~~

~~2001 — 2003 AGREEMENT~~

~~CALCULATION OF VACATION HOURS DUE TO DELAY IN AGREEMENT IMPLEMENTATION~~

~~A. The parties agree that vacation hours shall be granted to employees for the period beginning July 1, 2001 through the effective date of the Agreement. Except as noted in B. and C., below, an employee in pay status as of the effective date of this contract will receive additional vacation equal to what would have been received under the new vacation schedule shown in Article 12/5/2, for all hours in pay status as an employee in a bargaining unit classification from July 1, 2001, to the effective date of the Agreement, minus the amount actually received for that time period.~~

~~B. Eligible employees on leave of absence or laid off from a bargaining unit position during the period July 1, 2001 to the effective date of the Agreement, will not receive additional hours of vacation under A., above, until they return to pay status in an eligible position during the term of this Agreement.~~

~~C. Employees who were laid off from a bargaining unit position during the period July 1, 2001 to the effective date of the Agreement will receive a lump sum payment for the value of vacation hours calculated under A., above, for hours in pay state in a bargaining unit classification from July 1, 2001 to the date of layoff.~~

~~D. — Vacation hours calculated under A., above, will be credited as termination/sabbatical leave and recorded on employee check stubs as soon as administratively feasible. Such hours will be credited as termination/sabbatical leave even if an employee is not eligible for termination/sabbatical leave pursuant to other provisions of this Agreement.~~

MEMORANDUM OF UNDERSTANDING # 2

2003-05

Reinstatement Eligibility and Restoration Rights for Employees Laid Off

During the 2003-2005 Fiscal Biennium Due to Agency Elimination or

Transfer of Functions to Another State Agency

Employees laid off during the 2003-2005 fiscal biennium because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 10/5/1 of the agreement and restoration rights according to 10/4/1 of the agreement to the state agency to which the functions previously performed by the person was transferred.

This MOU will sunset upon expiration of the 2003-05 Agreement, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING #3

2001-2003 AGREEMENT

Parking/Public Transit Account

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

MEMORANDUM OF UNDERSTANDING # 3

2003-2005 AGREEMENT

Contracting Out

During the course of negotiations for the 2001-2003 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:

1) DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.

2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to the each service engagement. This notice will include the type

of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.

3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a justification of need for contracted services that includes a statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project, or limited term employees.

4) Over the term of this contract, DOA will coordinate a review of two specific contracts that are for work performed by this union and that are identified by the union. The information technology services contract will not be eligible for this review, although individual hires off of the contract may be reviewed. This pilot review will analyze available documentation regarding the procurement process used, scope, term, and cost of the contract, information submitted by the union that bears on the contract, and other relevant factors. Upon completion, DOA will meet with the union to discuss the results of its review.

5) An advisory group will be established and comprised of five management members and five union members for the purpose of advising the DOA secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:

a) the relevant factors to be considered in preparing the justification of need required under current procurement procedures;

b) the preparation of accurate, economical, efficient and effective analyses;

c) consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services; and

- d) procedures to ensure agency compliance with union notification requirements.

The advisory group may provide consensus recommendations, if any, to the DOA secretary by July 1, 2004. The DOA secretary will meet with the advisory group to discuss its recommendations.

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

MEMORANDUM OF UNDERSTANDING #4
2001-2003 AGREEMENT

Due to the administrative delay in implementation of the 2001-2003 collective bargaining agreement, the parties agree to the following:

1. ~~Except as provided in 2., below, if, for any reason, the 2001-2003 Agreement includes any provision with an effective date actually occurring before the effective date of the Agreement, all references to such effective date shall be changed to "the first day of the pay period following the effective date of the Agreement." Any such change to the effective date(s) of a wage provision(s) will not result in a change to the order of the wage increases provided in the Agreement.~~

2. ~~Each eligible employee will receive a lump sum payment equal to the value of any pay increase resulting from a wage provision described in 1., above, multiplied by the hours the employee is in pay status between the effective date stated in the wage provision and the first day of the pay period following the effective date of the Agreement. Eligibility of an employee not in pay status on the effective date of the Agreement will be determined according to Article 11, Section 4, except the time period provided in Article 11, Section 4, shall be changed to the period from the effective date(s) stated in the applicable wage provision to the first day of the pay period following the effective date of the Agreement, as appropriate.~~

3. ~~Any pay schedules with an end date before the effective date of the contract will be effective and end on the first day of the pay period after the effective date of the Agreement. These schedules will be used to apply the proper minimums and maximums for the wage provisions to which they would have been applicable had there been no delay in the implementation of the wage provisions.~~

Jill Thomas _____ Date _____ Doug Swanson _____ Date _____
Chief Spokesperson _____ Chief Spokesperson _____

Department ~~Office of State Employment Relations~~ — Wisconsin Physician and Dentist Association

APPENDIX A

TRAVEL GUIDELINES

MEAL CLAIMS:

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

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

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

LODGING

IN-STATE LODGING :

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

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

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

HIGH-COST OUT-OF-STATE LODGING :

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

AUTOMOBILE TRANSPORTATION

Use of Fleet Vehicles :

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

Use of Personal Vehicles :

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

Mileage reimbursement rates are included in the section entitled "Maximum Reimbursement Rates."

Rental Vehicles :

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

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

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

When renting from noncontract vendors within the U.S., the collision damage insurance (CDW) is reimbursable and must be purchased.

Companies that require the vehicle to be returned with a full tank of gas charge substantially more for filling the tank. Therefore, employees should fill the tank before returning the vehicle.

AIR TRAVEL :

Reimbursement for air travel is limited to the lowest appropriate air fare. Lowest appropriate air fare is defined as coach fare which provides for not more than a two (2) hour window from the traveler's preferred departure or arrival time and may require one plane transfer. Reimbursement at a rate other than the lowest appropriate air fare must be approved by the agency head or designee in the form of a written explanation of the reasonableness of the expense.

Benefits from any airline promotion program, such as frequent flier points or credit vouchers, belong to the State and should be turned over to the agency travel coordinator or fiscal officer.

TAXI AND LIMOUSINE :

Reasonable charges for ~~taxi or limousine service~~ taxis and airline shuttles, including taxi tips at a maximum rate of 15% of the charge as provided in s. 20.016(9)(d)2., Wis. Stat., are reimbursable when other modes of travel are not available or practical. However, limousine shuttle service (usually less expensive or free) should be utilized in place of a taxi whenever possible. Unless properly justified, claims for taxi service to and from the airport should be limited to the rate for the shuttle service. Receipts are required for one-way fares exceeding \$1525.

TRAVEL BY TRAIN, BUS OR PRIVATE PLANE :

Travel by train shall be limited to coach unless overnight, where accommodations should be limited to roomette. Receipts are required for reimbursement.

Employees traveling within the headquarter city and between cities convenient to be reached by bus, shall travel by bus whenever feasible as determined by the agency head or designee. Receipts are required for travel between cities.

Under s. 20.916(5)(a), Wis. Stats., use of a private plane may be authorized by the appointing authority. Reimbursement will be made at the mileage reimbursement rate.

MISCELLANEOUS ALLOWABLE EXPENSES

Laundry : If the employee is away for more than three (3) days, reasonable amounts will be allowed for laundry, cleaning, and pressing service. Only one (1) charge per calendar week is reimbursable. Employees are expected to pack sufficient clothing for the duration of their expected travel. Receipts are required for reimbursement.

Telephone : One personal call home is reimbursable up to five dollars (\$5.00) for each night in travel status, or for an unscheduled geographical location change, or for an unscheduled change in travel status resulting in more than an hour extension to the employee's original scheduled return time.

For business telephone calls, STS must be used whenever possible.

~~Gratuities and Porterage: Necessary~~ ~~Gratuities to hotel employees are reimbursable up to two dollar (\$2.00) per night at a hotel/motel. on the day of arrival, two dollars (\$2.00) on the day of departure and two dollars (\$2.00) per each night of stay.~~

Porterage costs at airports or bus terminals ~~will~~shall be reimbursed. ~~Only in highly unusual situations (e.g., transporting state equipment or for physically handicapped individuals).~~ The claim must be fully explained on the travel voucher and should not exceed ~~three dollars (\$3.00)~~one dollar (\$1.00) per departure from or return to the terminal ~~piece of luggage.~~

Registration Fees : Registration fees over twenty five dollars (\$25.00) must be supported by an original paid receipt, copy of the check, copy of credit card statement, or traveler's customer copy of the credit card receipt.

Bottled Water Reimbursement for International Travel: Reimbursement will be made for purchased bottled water. Employees are limited to reimbursement of up to \$7.50 per day, representing approximately 5 liters of bottled water per day at a reimbursement rate of \$1.50 per liter, when in international travel status (outside the contiguous U.S.). The total daily bottled water reimbursement cannot exceed \$7.50.

EXPENSES FOR REASONABLE ACCOMMODATIONS

Individuals traveling on official state business may require a reasonable accommodation, as required by the Federal Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act of 1973. Reasonable accommodations could take various forms such as payment of portage costs or allowing a personal attendant to accompany the individual while in travel status.

MAXIMUM REIMBURSEMENT RATES

LODGING IN-STATE: ~~As of July 1, 2001,~~ Lodging rates for Milwaukee, Racine and Waukesha shall be \$72 per night and \$62 per night for all other counties, excluding sales and/or room taxes.

LODGING HIGH-COST OUT-OF-STATE CITIES: Refer to DOSER Bulletin on High-Cost City Lodging Rates or contact your agency travel coordinator and/or fiscal officer.

MEALS: ~~As of July 1, 2001~~

In-State:

Breakfast	\$ 8.00
Lunch	\$ 9.00
Dinner	\$17.00
Bag Lunch	\$ 4.00

Out-Of-State: ~~As of July 1, 2001~~

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

MILEAGE: ~~As of July 1, 2001~~

Personal Vehicle: \$0.325/mile when a fleet vehicle is not available and employee obtains a nonavailability slip **OR** at a rate determined by DOA when an employee prefers to use a personal vehicle.

Handicapped: \$0.50 when State van is not available **OR**

Equipped Van: \$0.45 when State van is available and employee uses personal van.

Motorcycle: \$0.162 per mile

Private Airplane: \$0.325 per mile

EXPENSES NOT REIMBURSABLE*

- Alcoholic Beverages
- Spouse or family members' travel costs
- Cancellation charges (unless fully justified)
- Lost/stolen cash or personal property
- Personal items, e.g., toiletries, luggage, clothing, etc.
- Traffic citations, parking tickets and other fines
- Excessive mileage charges incurred for personal reasons, e.g., sightseeing, side trips, etc.
- Parking costs at the assigned workplace
- Repairs, towing service, etc., for personal vehicle
- Additional charges for late checkout
- Taxi fares to and from restaurants
- Meals included in the cost of registration fees or air fare
- Flight insurance
- Pay for view movies in motel room; personal entertainment
- Child care costs and kennel costs

**This list is not all inclusive.*

APPENDIX B

Patient Treatment
Pay Schedule

FY 2001-2002

~~(Effective Date of the Contract - June 29, 2002)~~

Classification	Minimum	Appointment		Pay Step
		Maximum	Within Range Maximum	
Optometrist (10-49)	\$40.000	\$52.000	\$64.000	\$1.200
Dentist (10-50)	\$45.000	\$58.500	\$72.000	\$1.350
Physician (10-51)	\$55.000	\$71.500	\$88.000	\$1.650
Psychiatrist (10-52)	\$60.000	\$78.000	\$96.000	\$1.800

FY 2003-2004

(Effective Date of the Contract)

Classification	Minimum	Maximum	Appointment	
			Maximum	Within Range Pay Step
<u>Dentist and Optometrist (10-50)</u>	<u>\$47.048</u>	<u>\$61.162</u>	<u>\$75.276</u>	<u>\$1.411</u>
<u>Physician (10-51)</u>	<u>\$57.503</u>	<u>\$74.754</u>	<u>\$92.004</u>	<u>\$1.725</u>
<u>Psychiatrist (10-52)</u>	<u>\$62.730</u>	<u>\$81.549</u>	<u>\$100.368</u>	<u>\$1.882</u>

APPENDIX C

**Patient Treatment
Pay Schedule**

FY 2001-2002

(June 30, 2002 – April 5, 2003)

<u>Classification</u>	<u>Minimum</u>	<u>Appointment</u>		<u>Within Range</u>
		<u>Maximum</u>	<u>Maximum</u>	<u>Pay Step</u>
Dentist and Optometrist (10-50)	\$45.900	\$59.670	\$73.440	\$1.377
Physician (10-51)	\$56.100	\$72.930	\$89.760	\$1.683
Psychiatrist (10-52)	\$61.200	\$79.560	\$97.920	\$1.836

FY 2004-2005

(June 27, 2004 – December 25, 2004)

<u>Classification</u>	<u>Minimum</u>	<u>Appointment</u>		<u>Within Range</u>
		<u>Maximum</u>	<u>Maximum</u>	<u>Pay Step</u>
Dentist and Optometrist (10-50)	\$47.519	\$61.775	\$76.031	\$1.426
Physician (10-51)	\$58.079	\$75.503	\$92.927	\$1.742
Psychiatrist (10-52)	\$63.358	\$82.366	\$101.373	\$1.901

APPENDIX D

Patient Treatment
Pay Schedule

~~April 6, 2003 – June 29, 2003~~

<u>Classification</u>	<u>Appointment</u>		<u>Within Range</u>	<u>Pay Step</u>
	<u>Minimum</u>	<u>Maximum</u>	<u>Maximum</u>	
<u>Dentist and Optometrist</u> <u>(10-50)</u>	\$47.048	\$61.162	\$75.276	\$1.411
<u>Physician (10-51)</u>	\$57.503	\$74.753	\$92.004	\$1.725
<u>Psychiatrist (10-52)</u>	\$62.730	\$81.549	\$100.368	\$1.882

FY 2004-2005

December 26, 2004 – June 30, 2005

<u>Classification</u>	<u>Dentist</u>			<u>WRPS</u> <u>Step</u>	
	<u>Minimum</u>	<u>Appt. Minimum</u>	<u>Appt. Maximum</u>		<u>Range</u> <u>Maximum</u>
<u>Dentist and Optometrist</u> <u>(10-50)</u>	\$53.176	\$58.000	\$69.129	\$85.082	\$1.595
<u>Physician (10-51)</u>	\$58.079		\$75.503	\$92.927	\$1.742
<u>Psychiatrist (10-52)</u>	\$63.358		\$82.366	\$101.373	\$1.901

APPENDIX E

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080

For each additional year: Add 104 hours Add 104 hours

APPENDIX F

Patient Treatment Broadband Pay System

Section 1 Coverage

The provisions of this Appendix apply to permanent employees in positions allocated to classifications assigned to pay schedule 10.

Section 2 Definitions

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

A. **“Appointment Maximum”** means the maximum base hourly rate an employee may be granted when appointed to a position assigned to that “appointment maximum,” except as otherwise provided under Section 3, D. and E., below. The “appointment maximum” is not the maximum of the pay range. See also “Temporary Appointment Maximum.”

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

C. **“Temporary Appointment Maximum”** means an appointment maximum which is established temporarily for a specific position due to special market needs. Except as otherwise provided in Section 3, D. and E., below, the “temporary appointment maximum” is the maximum base hourly rate an employee may be granted when appointed to the specific position for which the “temporary appointment maximum” is approved. Once the position for which the “temporary appointment maximum” has been approved is filled, the “temporary appointment maximum” expires.

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

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

Section 3 Transaction Pay Adjustments

A. Determining Pay Adjustments for Personnel Transactions

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

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

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

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

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

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

D. Pay on Appointment

1. Pay on appointment provisions apply to the following transactions:

- a. Original appointment;
- b. Promotion;
- c. Voluntary transfer.

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

3. An employee's base pay may be set, at the discretion of the appointing authority, in accordance with either of the following: (a) The minimum of the pay range through its applicable appointment maximum or (b) The minimum of the pay range through a rate equal to the employee's current base pay rate plus (4) within range pay steps, subject to the pay range maximum.

E. Pay on Promotion

1. Except as provided in 2. Below, an employee's base pay may be set, at the discretion of the appointing authority, in accordance with either of the following:

a. The minimum of the pay range through its applicable appointment maximum; or

b. The minimum of the pay range through a rate equal to the employee's current base pay rate plus (4) within range pay steps, subject to the pay range maximum.

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

F. Pay on Voluntary Transfer

1. Except as provided in 2., below, an employee's base pay rate may be set, at the discretion of the appointing authority, in accordance with either of the following:

a. The minimum of the pay range through its applicable appointment maximum; or

b. The minimum of the pay range through a rate equal to the employee's current base pay rate plus four (4) within range pay steps, subject to the pay range maximum.

2. Employees who voluntarily transfer to a position in a classification assigned to a higher appointment maximum or higher classification series level within the same pay range will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

Pay on Involuntary Transfer

3. The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who are involuntarily transferred, with the following limitations:

a. Employees who are involuntarily transferred shall be paid at least the present rate of pay unless a. or b., below, apply. If the present rate of pay exceeds the new pay range maximum, it shall be red circled.

(1) the transfer is for disciplinary purposes; or

(2) the transfer is for performance reasons and the new position is assigned to a lower appointment maximum or lower classification series level within the same pay range.

b. Employees who are involuntarily transferred, for other than disciplinary purposes, to a position in a classification assigned to a higher appointment maximum or higher classification series level within the same pay range, will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

FG. Pay on Reinstatement or Restoration

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

I. Pay on Reclassification and Reallocation

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

Regraded employees whose positions are reclassified or reallocated to a classification assigned to a higher appointment maximum or higher classification series level within the same pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

Section 4 Discretionary Compensation Adjustment

A. Granting of Adjustments. Discretionary Compensation Adjustments (DCAs) will be granted at the sole discretion of the appointing authority pursuant to any applicable OSER delegation policies.

B. Concept. The DCA is intended to provide the appointing authority with the discretion to provide economic recognition for significant and permanent changes in job duties, increased competencies, or to address pay equity or retention needs.

C. Amount.

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

2. An employee may receive more than one DCA during the fiscal year, however, the total amount granted in the form of DCAs in the fiscal year may not exceed an amount equal to four (4) within range pay steps, except as provided in 3., below. The DCA four (4) within range pay step limit per fiscal year per employee includes DCAs granted by one agency or by multiple agencies. For the purpose of applying the four (4) within-range step limitation, lump sum Discretionary Compensation amounts will convert to base pay equivalents as follows: the lump sum Discretionary Compensation amount, divided by 2088, equals the base pay equivalent.

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

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

E. Agency Criteria. Agencies must develop criteria which will be used to grant DCAs prior to award of any DCAs. The criteria must be developed and applied in a non-discriminatory manner. No agency or university campus may award DCAs until its criteria has been reviewed and approved by DOSER. A copy of each agency's criteria will be provided to covered employees in that agency.

F. Reporting Requirements. Agencies that grant DCAs will provide reports as required by DOSER. These reports will include: the names and classifications of recipients, effective date of each award, the amount granted, and the reason for granting the award. Additional information may be required at the discretion of the DOSER SecretaryDirector.

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

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

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