

ARTICLE IX

HEALTH, SAFETY AND MISCELLANEOUS

Section 1 **Discrimination**

9/1/1 The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, sex, creed, color, marital status, national origin, sexual orientation, Union or non-Union affiliation, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state or use or non-use of lawful products off the Employer's premises during non-working hours.

Section 2 **Protective Clothing**

9/2/1 The Employer will furnish protective clothing and equipment in accordance with the standards established by the Department of Workforce Development.

Section 3 **Protective Footwear**

9/3/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of eleven dollars (\$11.00) per year, payable the first pay check of the calendar year.

Section 4 **Uniforms**

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

Section 5 Buildings

9/5/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the rules and regulations of the Department of Commerce.

Section 6 Liability Protection

9/6/1 The provisions of s. 895.46, Wis. Stats., or as may be amended are hereby incorporated into this Agreement.

Section 7 Outside Employment

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

Section 8 First Aid Equipment

9/8/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be made accessible at appropriate locations.

Section 9 Tools and Equipment

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

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

9/9/3 The Employer agrees to give consideration to ergonomics in the purchase of new or the modification of existing tools, equipment and furniture. Agencies are encouraged to seek employee input regarding such ergonomic considerations when purchasing new or the modification of existing tools, equipment and work stations.

Section 10 VDT/CRT Eye Examinations

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

9/10/2 Employees whose assigned duties require high VDT/CRT work (four [4] or more hours per day) are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/10/3 A pregnant employee assigned to high-use operation of VDT/CRT equipment (four [4] or more hours per day) may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay, which will be in addition to the maternity leave provisions of this contract.

Section 11 Damaged Clothing

9/11/1 The Employer agrees to pay the cost of repairing or replacing watches, eyeglasses or articles of clothing damaged in the line of duty, where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed one hundred dollars (\$100.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy-five dollars (\$75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is five dollars (\$5.00) or less.

Section 12 Employee Health and Safety

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

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

9/12/3 Medical Examination: Whenever the Employer requires an employee to submit to physical examination, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/ immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/immunizations will be considered for reassignment.

9/12/4 The parties recognize the common goal of maintaining a safe working environment for employees. For that reason, whenever feasible, the Employer will provide thirty (30) days written notice to the Union and affected employees prior to the installation of any new security monitoring systems.

Section 13 Abnormally Dangerous Tasks

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

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

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

Section 14 Work Rules

9/14/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union thirty (30) days, where possible, but no less than seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

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

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

Section 15 Personnel File

9/15/1 Upon written request to his/her agency or department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review information which is confidential by law or administrative code.

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

Section 16 Travel and Lodging

9/16/1 The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business.

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

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

9/16/4 Travel expenses will be advanced to employees on request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances will not exceed eighty percent (80%) of the estimated expense.

9/16/5 The Employer shall process employees' requests for travel reimbursement as expeditiously as possible.

9/16/6 Employees on job assignment requiring overnight accommodation shall not be required to share a room. The above limitation does not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

Section 17 Inclement Weather

FLSA Non-Exempt Employees

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

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

FLSA Exempt Employees

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

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

All Employees

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

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

Section 18 Contracting Out

9/18/1 When a decision is made by the Employer, pursuant to the provisions of ss. 16.705, 84.01(13), Wis. Stats., Chapter 10, Wis. Admin. Code, or any other relevant statutes relating to state contracting or as these may be amended, to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If the employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred, due to contracting out, a notice of this action will be given to the employee(s) and the Union, prior to implementation. Where possible, fourteen (14) days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

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

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

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

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

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

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

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

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

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

Section 19 Blood Donations

9/19/1 Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

Section 20 Whistleblower

9/20/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

ARTICLE X

PROFESSIONAL DEVELOPMENT

Section 1 Employer Directed Training and Education

10/1/1 When an employee's attendance at either an on-site or off-site training or education session is directed by the Employer, such attendance will be without loss of pay, and the Employer will pay the costs of tuition, fees and books. The employee will be reimbursed for necessary expenses, pursuant to Article IX, Section 16 (Travel and Lodging).

Section 2 Professional Meetings

10/2/1 Each fiscal year, FLSA exempt employees shall be granted three (3) days without loss of pay and FLSA non-exempt employees shall be granted five (5) days without loss of pay at the employee's discretion, regardless of sponsorship, to attend career-related professional meetings, conventions, certification exams, institutes, seminars, continuing education, or workshops related to the advancement of the employee's professional development. The employee's request to attend such meetings must be submitted to the Employer at least fourteen (14) calendar days in advance of such function. Specific requests can be denied if not career-related or if operational needs do not permit. At the sole discretion of the Employer, all or a portion of travel expenses and/or program registration fees may also be paid to the employee and additional time off, with or without loss of pay may be granted for the purposes mentioned above. The employee shall request in writing and shall receive advance written approval or denial of reimbursement from the Employer. The professional development days shall be at the request of the employee and not Employer directed training. At the discretion of the Employer, the fourteen (14) day requirement may be waived.

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

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

Section 3 Full-Time Education

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

Section 4 Part-Time Education

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

Section 5 Tuition Reimbursement

10/5/1 Prior to the commencement of any career-related courses at accredited educational institutions, the employee shall request in writing and shall receive advance written approval or denial of reimbursement from his/her appointing authority. Employees who receive approval to attend career-related courses at accredited higher educational institutions shall be reimbursed seventy-five percent (75%) of the actual tuition cost, not to exceed seventy-five percent (75%) of the tuition cost in effect at UW-Madison, for up to twelve (12) credit hours during the term of the Agreement, upon successful completion of approved courses and continued employment at time of completion.

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

Section 6 Career Options

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

ARTICLE XI

WAGES

Section 1 Wage Adjustments

11/1/1 Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below:

A. First Fiscal Year (2001-20022003-2004)

~~1. General Wage Adjustment: Effective the first day of the pay period following the effective date of the Agreement, each eligible FLSA nonexempt employee whose position is allocated to one of the eligible classifications listed below and who is in pay status on the effective date will receive a General Wage Adjustment of one percent (1.0%) of current base pay rate, subject to the applicable FY 2001-2002 pay range maximum. Any employee who is not eligible to receive a General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/A., below.~~

~~Classifications Eligible for the One Percent (1.0%) GWA~~

~~Class Code Classification~~

~~15100 Administrative Telecommunications Spec.~~

~~04900 Administrative Program Coord.~~

~~08101 Administrative Support Asst. 1~~

~~08102 Administrative Support Asst. 2~~

~~07861 Agriculture Program Spec. Objective~~

~~03051 Business Enterprise Spec. 1~~

~~04101 Collections Spec. 1~~

~~04102 Collections Spec. 2~~

~~12302 Communications Spec. Journey~~

~~12301 Communications Spec. Objective~~

~~12303 Communications Spec. Senior~~

~~07361 Community Services Spec. 1~~
~~07362 Community Services Spec. 2~~
~~07401 Community Services Technician 1~~
~~07402 Community Services Technician 2~~
~~04201 Contracts Spec. Entry~~
~~04202 Contracts Spec. Objective~~
~~04203 Contracts Spec. Senior~~
~~03801 Crime Victim Claims Spec. Entry~~
~~03802 Crime Victim Claims Spec. Objective~~
~~07261 DOA Program Spec. Entry~~
~~07262 DOA Program Spec. Objective~~
~~07201 Employment Programs Coord. Objective~~
~~07202 Employment Programs Coord. Senior~~
~~56101 Environmental Coord.~~
~~56102 Environmental Coord. Objective~~
~~74471 Equal Opportunity Spec. 1~~
~~74472 Equal Opportunity Spec. 2~~
~~74473 Equal Opportunity Spec. 3~~
~~74474 Equal Opportunity Spec. 4~~
~~74475 Equal Opportunity Spec. 5~~
~~05501 Facilities Management Spec. 1~~
~~06670 Fleet & Property Spec.~~
~~06700 Fleet Operations Coord.~~
~~04261 Grants Spec. Entry~~
~~04262 Grants Spec. Objective~~
~~04263 Grants Spec. Senior~~
~~07561 Human Services Program Coord. Entry~~
~~07562 Human Services Program Coord. Objective~~
~~07850 Industries Program Spec.~~
~~06771 Lottery Customer Service Spec. Entry~~
~~06772 Lottery Customer Service Spec. Objective~~
~~06701 Lottery Game & Drawings Spec. Journey~~
~~06702 Lottery Game & Drawings Spec. Senior~~
~~06301 Marketing Spec. Objective~~

~~50200 Military Funeral Honors Program Coord.~~
~~50100 Military Funeral Honors Program Spec.~~
~~75201 Motor Vehicle Program Spec. 1~~
~~75202 Motor Vehicle Program Spec. 2~~
~~75203 Motor Vehicle Program Spec. 3~~
~~75204 Motor Vehicle Program Spec. 4~~
~~60001 Multi Media Facilities Coord. Objective~~
~~10601 Nat. Res. Bureau Data Coord. Entry~~
~~10602 Nat. Res. Bureau Data Coord. Objective~~
~~04701 Nat. Res. Program Spec. 1~~
~~15002 Paralegal Advanced~~
~~15001 Paralegal Objective~~
~~61571 Printing Technician 1~~
~~61572 Printing Technician 2~~
~~61573 Printing Technician 3~~
~~59460 Program Schedule Coord.~~
~~67401 Public Defender Investigator Entry~~
~~67402 Public Defender Investigator Objective~~
~~67403 Public Defender Investigator Senior~~
~~12201 Publications Editor 1~~
~~12202 Publications Editor 2~~
~~12203 Publications Editor 3~~
~~10401 Purchasing Agent~~
~~10402 Purchasing Agent Objective~~
~~05701 Records/Forms Management Spec. 1~~
~~05702 Records/Forms Management Spec. 2~~
~~05703 Records/Forms Management Spec. 3~~
~~04501 Regulatory Spec. 1~~
~~04502 Regulatory Spec. 2~~
~~67601 Revenue Agent 1~~
~~67602 Revenue Agent 2~~
~~67603 Revenue Agent 3~~
~~06761 Revenue Services Consultant 1~~
~~04301 Risk Management Spec. 1~~

~~04302 Risk Management Spec. 2~~
~~04303 Risk Management Spec. 3~~
~~92200 Sales and Marketing Spec.~~
~~08000 Sign Language Interpreter~~
~~07070 Staff Support Spec.~~
~~14401 Technical Writer-Entry~~
~~14402 Technical Writer-Objective~~
~~19962 Tourism Special Asst.~~
~~19961 Tourism Special Asst.-Entry~~
~~12700 Tourist Promotion Representative~~
~~14501 Training Officer 1~~
~~14502 Training Officer 2~~
~~08501 Trust Funds Spec. 1~~
~~08502 Trust Funds Spec. 2~~
~~08503 Trust Funds Spec. 3~~
~~18500 University Conference Coord.~~
~~58400 UW Athletics Program Spec.~~
~~06501 UW Program Spec. 1~~
~~06502 UW Program Spec. 2~~
~~06503 UW Program Spec. 3~~
~~47961 Workers Compensation Examiner~~
~~47962 Workers Compensation Examiner-Objective~~
~~47963 Workers Compensation Examiner-Senior~~

1. Excise Tax Agents and Special Agents Semi-Automatic Progression: Effective with the Agreement, semi-automatic progression adjustments will be provided in accordance with Appendix H.

2. Pay Range 7-04 Pay Progression: Effective with the Agreement, pay progression adjustments will be provided in accordance with Appendix C.

~~2. Pay Schedule Implementation: Effective the first pay period following the effective date of the contract through July 13, 2002, the FY 2001-2002 pay range and pay progression schedules specified in Appendix B, will be implemented.~~

~~3. Excise Tax Agents and Special Agents Semi-Automatic Progression:~~

~~a. Effective the first pay period following the effective date of the contract, employees currently in the semi-automatic progression for Excise Tax Agents and Special Agents will receive an adjustment to the point on the schedule in Appendix H that corresponds to their current progression point or an increase of one percent (1.0%) of current base pay rate, whichever is greater, subject to the applicable 2001-2002 pay range maximum.~~

~~b. Semi-automatic progression adjustments will be provided in accordance with Appendix H.~~

~~4. IS and Fiscal Semi-Automatic Progression: Semi-automatic progression adjustments will be provided in accordance with Appendices J and K.~~

~~5. Lump Sum Payments for Revenue Field Agents 1 and 2: Each employee whose position is allocated to Revenue Field Agent 1 or Revenue Field Agent 2 and who is in pay status on the effective date of the Agreement will receive a lump sum payment equal to one percent (1.0%) of the employee's current base pay rate multiplied by 2088, prorated by the employee's budgeted FTE on that date. The lump sum will be paid as soon as administratively feasible.~~

B. Second Fiscal Year (2002-20032004-2005)

Effective June ~~30~~27, ~~2002~~2004, the Employer will provide the following wage adjustments in the order set forth below:

~~1. Special Agents may receive base pay adjustments and lump sum payments pursuant to Memorandum of Understanding #4. Lump sums will be paid as soon as administratively feasible.~~

1. Excise Tax Agents and Special Agents Semi-Automatic Progression: Semi-automatic progression adjustments will be provided in accordance with Appendix H.

2. Pay Range 7-04 Pay Progression: Pay progression adjustments will be provided in accordance with Appendix C.

~~3. IS and Fiscal Semi-Automatic Progression: Semi-automatic progression adjustments will be provided in accordance with Appendices J and K.~~

~~4. Lump Sum Payments for Revenue Field Agents 1 and 2: Each employee whose position is allocated to Revenue Field Agent 1 or Revenue Field Agent 2 and who is in pay status on June 30, 2002, will receive a lump sum payment equal to one percent (1.0%) of the employee's current base pay rate multiplied by 2088, prorated by the employee's budgeted FTE on that date. The lump sum will be paid as soon as administratively feasible.~~

~~C. Effective July 14, 2002, the Employer will provide the following wage adjustments in the order set forth below:~~

~~13. Each eligible employee in pay status on July 14, 2002~~June 27, 2004, ~~except for employees in pay ranges 07-30 and 07-31,~~ will receive a General Wage Adjustment of ~~two~~one percent (~~2~~1. 0%) of their current base pay rate, subject to the ~~applicable new pay range maximum effective on that date~~from the pay range schedule effective only on July 14, 2002. Any employee who is not eligible to receive a ~~this~~ General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B./1., below.

4. Each eligible employee in pay status on June 27, 2004, will receive a General Wage Adjustment of ten cents (\$0.10) per hour, subject to the new pay range maximum effective on that date. Any employee who is not eligible to receive this General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B./2., below.

25. Pay Schedule Implementation: The pay range and pay progression schedules effective only on July 14, 2002June 27, 2004, through June 30, 2005, will be implemented.

6. Lump Sum Payment: Each employee in pay status on June 27, 2004, shall receive a lump sum payment of two hundred fifty dollars (\$250.00), prorated by the employee's budgeted FTE on that date.

~~3. Excise Tax Agents and Special Agents Semi-Automatic Progression:~~

~~a. Employees in the semi-automatic progression for Excise Tax Agents and Special Agents will receive an adjustment to the point on the schedule in Appendix H effective July 14, 2002, that corresponds to their current progression point or an increase of two percent (2.0%) of current base pay rate, whichever is greater, subject to the applicable 2001-2002 pay range maximum.~~

~~b. Semi-automatic progression adjustments will be provided in accordance with Appendix H.~~

~~4. Schedule Implementation: The pay range schedule effective July 14, 2002 through April 19, 2003, will be implemented.~~

~~5. Pay Range Reassignments: Pay range reassignments effective July 14, 2002, will be implemented as indicated in Appendix I. The pay on reallocation for the reassignments will be in accordance with s. ER 29.03(3), Wis. Admin. Code.~~

~~6. IS and Fiscal Progression Adjustments: The semi-automatic progression adjustments in Appendices J and K for IS and fiscal classifications will be eliminated as of July 14, 2002. The progression adjustments provided in Appendix C will be implemented on the same date for the listed IS and fiscal classifications.~~

~~7. Placement Stratification for Newly Broadbanded Classifications Effective July 14, 2002: Each employee whose position was reallocated in accordance with Appendix I will have his/her base pay rate adjusted as follows, subject to the pay range maximum. Refer to 8% and 16% broadband placement threshold amounts provided in Appendix B for a. through d., below.~~

~~a. Except as noted in d., below, each employee whose position was reallocated from a classification that had been assigned to pay ranges 07-11, 07-13 or 07-16 before the reallocation will receive the greater of the employee's current base pay rate or a rate eight percent (8.0%) greater than the applicable broadband pay range minimum.~~

~~b. Except as noted in e., below, each employee whose position was reallocated from a classification that had been assigned to pay range 07-14 or 07-17 before the reallocation will receive the greater of the employee's current base pay rate or a rate sixteen percent (16.0%) greater than the applicable broadband pay range minimum.~~

~~c. Each employee whose position is allocated to the Revenue Agent 4, Revenue Field Agent 4, or Public Utility Financial Analyst Principal classifications will receive the greater of the employee's current base pay rate or a rate eight percent (8.0%) greater than the applicable broadband pay range minimum.~~

~~d. Each employee whose position is allocated to the Revenue Field Agent 5 classification will receive the greater of the employee's current base pay rate or a rate sixteen percent (16.0%) greater than the applicable broadband pay range minimum.~~

~~e. Each employee whose position is allocated to the Paralegal-Advanced, Public Utility Financial Analyst-Advanced, Revenue Agent 3, or Revenue Field Agent 3 classifications is guaranteed the minimum of the broadband pay range.~~

~~f. All other employees will retain their current base pay rates.~~

~~8. Other Progression Adjustments: The progression adjustments provided in Appendix C will be implemented on July 14, 2002, for listed classifications in addition to those covered by 6., above.~~

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

~~1. Paralegal-Advanced Seniority Stratification: Each employee whose position is allocated to the Paralegal-Advanced classification on December 29, 2002, who has thirteen (13) or more years of state service, and is in pay status on that date, will receive a wage adjustment of one dollar (\$1.00) per hour, subject to the applicable pay range maximum.~~

~~2. Market/Equity Stratification: Employees meeting the conditions in a., below, will receive a wage adjustment as indicated in b., below, subject to the applicable pay range maximum:~~

~~a. Each employee in pay status on December 29, 2002, and who was in a position on July 14, 2002, that was reallocated in accordance with Appendix I from a classification that had been assigned to pay ranges 07-08 through 07-19 before the reallocation, excluding any employee in a classification listed in Appendix C whose current base pay rate is less than \$19.029 per hour, is eligible for the adjustment.~~

~~b. Full Years of State Service~~

~~as of December 29, 2002 Increase~~

~~Zero through 7 years \$0.45/hr~~

~~8 through 15 years \$0.70/hr~~

~~16 through 21 years \$0.95/hr~~

~~22 or more years \$1.20/hr~~

~~3. IS and Fiscal Market Stratification:~~

~~a. Except as noted in b., below, each employee in pay status on December 29, 2002, and who was in a position reallocated in accordance with Appendix I from a classification that had been~~

~~assigned to pay ranges 07-40, 07-77, 07-78, 07-79, 07-01 or 07-02 before the reallocation will receive a wage adjustment as indicated in c., below, subject to the pay range maximum:~~

~~b. Any employee in pay status on December 29, 2002, who was in a position reallocated in accordance with Appendix I from a classification that had been assigned to pay ranges 07-40 or 07-77 before the reallocation, and whose current base pay rate is less than the pay progression threshold identified for that classification in Appendix C, will not be eligible for this stratification.~~

~~c. Full Years of State Service~~

~~as of December 29, 2002 Increase~~

~~Zero through 14 years \$0.10/hr~~

~~15 or more years \$0.30/hr~~

~~4. Lump Sum Payments for Special Agent Senior and Excise Tax Agent Senior: Each employee whose position is allocated to the Special Agent Senior or Excise Tax Agent Senior classifications, whose base pay rate on June 30, 2002, was equal to or greater than progression point E, and who is in pay status on December 29, 2002, will receive a lump sum payment equal to twenty five cents (\$0.25) multiplied by 1040, prorated by the employee's budgeted FTE on that date. The lump sum will be paid as soon as administratively feasible.~~

~~E. Effective April 20, 2003, the Employer will provide the following wage adjustments in the order set forth below:~~

~~1. Except for employees in pay ranges 07-30 and 7-31, each eligible employee in pay status on the effective date will receive a General Wage Adjustment of two and one half percent (2.5%) of current salary, subject to the applicable pay range maximum effective April 20, 2003. Any employee who is not eligible to receive this adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B./2., below.~~

~~2. Pay Schedule Implementation: The pay range and pay progression schedules effective April 20, 2003 through June 30, 2003, and specified in Appendix B, will be implemented.~~

~~3. Excise Tax Agents and Special Agents Semi-Automatic Progression:~~

~~a. Employees in the semi-automatic progression for Excise Tax Agents and Special Agents will receive an adjustment to the point on the schedule in Appendix H effective April 20, 2003 through June 30, 2003, that corresponds to their current progression point or an increase of two and one-half percent (2.50%) of current base pay rate, whichever is greater, subject to the applicable 2002-2003 pay range maximum.~~

~~b. Semi-automatic progression adjustments will be provided in accordance with Appendix H.~~

Section 2 Employees Not Eligible for Wage Adjustments

~~11/2/1 The following employees shall not be eligible for the FY 2001-2002 wage adjustments set forth in Section 1 of this Article:~~

~~A. Employees in classifications other than those listed in 11/1/1/A./1., are not eligible for the one percent (1.0%) General Wage Adjustment.~~

~~B. FLSA exempt employees in any classification are not eligible for the one percent (1.0%) General Wage Adjustment.~~

~~C. Those employees who have previously been considered for or received a 2001-2002 fiscal year wage adjustment are not eligible for the one percent (1.0%) General Wage Adjustment.~~

11/2/21 Employees who have previously been considered for or received a 2002-2003/2004-2005 fiscal year wage adjustment shall not be eligible for the General Wage Adjustments or Lump Sum Payment on July 14, 2002/June 27, 2004, set forth in Section 1 of this Article.

~~11/2/3 Employees who have previously been considered for or received an April 6, 2003, General Wage Adjustment shall not be eligible for the General Wage Adjustment on April 20, 2003, set forth in Section 1 of this Article.~~

11/2/42 Except as provided in 11/4/1/B./6., employees who have separated from state service prior to the effective date of the Agreement are not eligible for any wage adjustments under this Agreement.

Section 3 Annualized Wage Adjustments

11/3/1 A. First Fiscal Year

None for this Agreement.

~~1. Employees who receive a General Wage Adjustment under 11/1/1/A./1., above, of less than one percent (1.0%) of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment 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 General Wage Adjustment, and the amount the employee actually received as a base pay increase, times 2088, subject to C. through E., below.~~

~~2. Employees who received no General Wage Adjustment under 11/1/1/A./1. solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to one percent (1.0%) of their base pay rate, times 2088, subject to C. through E., below.~~

B. Second Fiscal Year

1. Employees eligible for a General Wage Adjustment under 11/1/1/C./1.B./3., above, will receive an Annualized Wage Adjustment Payment in accordance with the following, subject to C. through E., below.

a. Employees who receive a General Wage Adjustment of less than two percent (21.0%) of their base pay 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 (21.0%) of the employee's base pay rate, prior to the application of the General Wage Adjustment, and the amount the employee actually received as a base pay increase, times ~~2000~~2088.

b. Employees who receive no General Wage Adjustment solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to two percent (21.0%) of the employee's base pay rate, times ~~2000~~2088.

2. Employees eligible for a General Wage Adjustment under 11/1/1/E./1.B./4., above, will receive an Annualized Wage Adjustment Payment in accordance with the following, subject to C. through E., below:

a. Employees who receive a General Wage Adjustment of less than ~~two and one-half percent (2.5%) of their base pay rate~~ ten cents (\$0.10), solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of ~~two and one-half percent (2.5%) of their base pay rate before any adjustments provided in 11/1/1/E./1.~~ ten cents (\$0.10), and the amount the employee actually received as a base pay increase, times ~~400~~ 2088.

b. Employees who receive no General Wage Adjustment solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the value of ~~two and one-half percent (2.5%) of their base pay rate before any adjustments provided in 11/1/1/E./1.~~ ten cents (\$0.10), times ~~400~~ 2088.

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

D. Annualized Wage Adjustment Payments will be made as soon after the effective date of the General Wage Adjustments as is administratively feasible.

E. 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 Payments for Delay in ~~FY 2001-2002 Wage Adjustments~~ Implementation of this Agreement

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

11/4/1 A. Eligible employees shall receive a lump sum wage payment in an amount equal to the value of any increase(s) received under ~~11/1/1/A./1., 2. or 3a., above~~ B./3. or 4., times multiplied by the number of the employee's hours in pay status in the bargaining unit ~~between July 1, 2001~~ from June 27, 2004 up to the date of implementation of these increases, and the effective date of the adjustments plus the amount of the lump sum payment provided under 11/1/1/B./6. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

B. The following employees shall be eligible:

1. Employees who were at all times in the bargaining unit between ~~July 1, 2001~~June 27, 2004, and the ~~effective~~implementation date of the ~~2001-2002~~2004-2005 wage adjustments.

2. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after ~~July 1, 2001~~June 27, 2004, and before the ~~effective~~implementation date of the FY ~~2001-2002~~2004-2005 wage adjustments.

3. New state employees hired into the bargaining unit between ~~July 1, 2001~~, June 27, 2004 and the ~~effective~~ implementation date of the ~~2001-2002~~2004-2005 wage adjustments.

4. Employees hired into the bargaining unit from another certified state bargaining unit between ~~July 1, 2001~~June 27, 2004, and the ~~effective~~implementation date of the ~~2001-2002~~2004-2005 wage adjustments and prior to the ~~effective~~implementation date of the FY ~~2001-2002~~2004-2005 wage increase ~~date~~ of the employee's former bargaining unit.

5. Employees in the bargaining unit who are on or returned from a leave of absence between ~~July 1, 2001~~June 27, 2004, and the ~~effective~~implementation date of the FY ~~2001-2002~~2004-2005 wage adjustments. Employees who went on a leave of absence from a position in the bargaining unit after ~~July 1, 2001~~June 27, 2004, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

6. Former employees of the bargaining unit who retired from or died while serving in a bargaining unit position between ~~July 1, 2001~~June 27, 2004, and the ~~effective~~implementation date of the FY ~~2001-2002~~2004-2005 wage adjustments. These employees will also be eligible to receive the wage adjustments as set forth in ~~11/1/1/A./1. through 3./a.B./3. and 4.~~, of this Article. These employees will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

Section 5 Pay Administration

11/5/1 Pay administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Admin. Code, except where specifically modified by this Agreement.

~~11/5/2 Pay administration for employees in pay ranges 07-01, 07-02, 07-78 and 07-79 will be in accordance with the provisions of Appendix A.~~

11/5/32 ~~Effective July 15, 2002, p~~Pay administration for employees in pay ranges 07-02, 07-03, 07-04 and 07-05 will be in accordance with the provisions of Appendix A.

11/5/3 Pay administration for employees in pay ranges 07-30 and 07-31 will be in accordance with Appendix H and the provisions below.

11/5/4 Pay on Reallocation to a Higher Classification.

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

11/5/5 Pay on Reclassification to a Higher Classification.

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

11/5/6 Pay on Promotion.

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

11/5/7 Pay on Completion of First Six (6) Months of Probation.

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

11/5/8 For all pay adjustments, all references to "PSICM" in ER 29, Wis. Admin. Code, will be changed to "minimum."

11/5/9 An employee who demotes in lieu of layoff to the highest level position available shall retain his/her current rate of pay.

11/5/10 An employee in at-risk status who voluntarily demotes shall retain his/her current rate of pay.

11/5/11 The rate of pay of an employee who demotes under any other circumstances, other than 11/5/9 or 11/5/10 above, shall be no greater than the pay range maximum of the new position.

Section 6 Supplemental Pay Add-ons

11/6/1 A. An add-on amount of twenty five (\$0.25) per hour may be paid to supplement the base pay of an employee whose position is allocated to one of the professional fiscal classifications, based upon the employee's successful completion of the Certified Public Accountant (CPA) examination and possession of the CPA "Notification of Grades". To be eligible for the add-on, the employee must meet all three (3) of the following criteria:

1. Be classified in a position which is allocated to one (1) of the following professional classifications: Accountant, Auditor, or agency-specific professional fiscal classification;
2. Successfully complete the CPA examination and possess the CPA "Notification of Grades" from the Department of Regulation and Licensing or from another state; and
3. The CPA-related knowledge must be relevant to the position's assigned duties and responsibilities.

B. Upon earning the CPA certification, an additional amount of twenty five (\$0.25) per hour may be added to bring the total add-on amount up to fifty cents (\$0.50) per hour. To be eligible for the add-on, the employee must meet all three (3) of the following criteria:

1. Be classified in a position which is allocated to one (1) of the following professional fiscal classifications: Accountant, Auditor, or agency-specific professional fiscal classification;

2. Possess a current certification from the Department of Regulation and Licensing or another state as a Certified Public Accountant; and

3. The CPA-related knowledge must be relevant to the position's assigned duties and responsibilities.

C. The appointing authority shall have the sole discretion to determine the relevance of the successful completion of the CPA examination or the CPA certification to the position held and to authorize the hourly add-on.

D. If granted, the add-on shall be effective at the beginning of the first pay period following the receipt by the appointing authority of the proof that the CPA examination has been successfully completed or the proof that the CPA certification has been obtained and is currently held.

11/6/2 Certified General Appraiser Add-On.

A. An add-on amount of thirty cents (\$0.30) per hour may be paid to supplement the base pay of an employee whose position is allocated to any of the classifications in the Property Assessment or Real Estate Specialist series, based upon the employee's possession of a current certification from the Department of Regulation and Licensing as a Certified General Appraiser. The Certified General Appraiser-related knowledge must be relevant to the position's assigned duties and responsibilities.

B. The appointing authority will have the sole discretion to determine the relevance of the certification to the position held and to authorize the hourly add-on.

C. If granted, the add-on will be effective at the beginning of the first pay period following receipt by the appointing authority of proof that the certification has been obtained and is currently held.

11/6/3 An add-on for Revenue Field Auditor and Related positions will be provided in accordance with Appendix G.

11/6/4 Insurance Examiner / Insurance Financial Examiner Add-ons

Subject to C., below, ~~effective the first pay period following the effective date of the Agreement,~~ add-ons for positions in the Insurance Examiner and Insurance Financial Examiner classification series will be provided as follows:

A. An add-on amount of twenty five cents (\$0.25) per hour will be paid to supplement the base pay of an employee whose position is allocated to the Insurance Examiner classification series, based upon the employee's designation as an Accredited Insurance Examiner after successfully meeting the requirements of the accredited program. Upon earning a Certified Insurance Examiner designation, an additional amount of twenty five cents (\$0.25) per hour will be added to bring the total add-on amount up to fifty cents (\$0.50) per hour.

B. An add-on amount of twenty five cents (\$0.25) per hour will be paid to supplement the base pay of an employee whose position is allocated to the Insurance Financial Examiner classification series, based upon the employee's designation as an Accredited Financial Examiner after successfully meeting the requirements of the accredited program. Upon earning a Certified Financial Examiner designation, an additional amount of twenty five cents (\$0.25) per hour will be added to bring the total add-on amount up to fifty cents (\$0.50) per hour.

C. To be eligible for each of the add-ons in A. and B., above, the employee must meet all three (3) of the following criteria:

1. Be classified in a position that is in the authorized classification series;
2. Possess a certificate confirming the successful completion of the designation requirements; and
3. Meet continuing education requirements.

D. If eligible, the add-on will be effective at the beginning of the first pay period following receipt by the appointing authority of proof of such accreditation or certification.

11/6/5 If the incumbent moves from a position for which an add-on has been approved by the appointing authority to a position not allocated to one of the authorized classes, the add-on shall cease. If the incumbent moves to another position allocated to one of the authorized classes, the appointing authority of the new position has the sole discretion to determine whether the add-on shall be continued in the new position, based on

the criteria noted above. If an employee receiving an add-on ceases to hold a current certification as the result of expiration or revocation of such certification, the add-on shall cease effective at the beginning of the first pay period following the expiration or revocation date.

Section 7 Hiring Above the Minimum

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

Semi-annually, DOSER will provide 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, 20035.

Section 8 Periodic Classification/Pay Range Assignment Meetings

11/8/1 The parties agree to meet during the life of this Agreement, as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/reassignments of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

11/8/2 Absent mutual agreement as provided above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

11/8/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

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 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 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 Until implementation of the three-tier health insurance model under 12/1/5 below, ~~the~~ Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

12/1/5 Effective with the premiums due for coverage beginning January 1, 2004, the provisions of 12/1/1 through 12/1/2 above 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 insurance plan as 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>\$ 22.00</u>	<u>\$ 55.00</u>
<u>Tier 2</u>	<u>\$ 47.00</u>	<u>\$117.50</u>	<u>\$ 50.00</u>	<u>\$125.00</u>
<u>Tier 3</u>	<u>\$100.00</u>	<u>\$250.00</u>	<u>\$100.00</u>	<u>\$250.00</u>

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

12/1/6 Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 12/1/5 above, the provisions of 12/1/3 above, will cease and the Employer agrees to pay fifty percent (50%) of the total premium for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work 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 or other appropriate verification for absences covered by this Section. When the Employer requires such a certificate or verification, if requested by the employee, the Employer will provide the reason behind its belief that the employee is abusing the sick leave privilege or may not be physically fit to return to work. The Employer will provide this information within twenty-four (24) hours of receipt of the employee's request. The Employer will pay the cost of the medical certificate if it is not covered by the employee's present health insurance program. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. 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 medical or dental appointments for themselves, their spouse, children (including step-children and foster children), parents or other dependents which cannot be scheduled at times other than during working hours. Other dependents are defined as dependents eligible for IRS purposes. To qualify for use of sick leave under this Section, employees must give the Employer three (3) workdays advance notice of appointments, except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

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

D. Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, or cousins 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 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 service or while laid off, under the following conditions. The definition of "layoff" for purposes of SHICC does not include employees on a temporary, school year, seasonal or sessional layoff.

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

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

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

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

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

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

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

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

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

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted.

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

~~At the employee's option, t~~These credits shall be converted using the employee's highest base pay rate ~~at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years~~while in state service.

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

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

12/4/5 The employee may elect to delay conversion of his/her sick leave credits ~~for a period of up to 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~~highest base pay rate earned in state service at the time of retirement.

12/4/6 Separation from state service shall cancel all unused accumulated sick leave except for a state employee who terminates creditable service after attaining 20 years of creditable service, remains a participant, and is not eligible for an immediate annuity. 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.

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

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

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

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

Section 5 Paid Annual Leave of Absence

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

12/5/2 Employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent or seasonal position pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Admin. 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. FLSA Non-Exempt Employees.

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

B. FLSA Exempt Employees.

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

C. Seasonal, School Year, and Part-Time Employees.

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

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

A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as otherwise provided in this Agreement.

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

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

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

12/5/4 Beginning in calendar year 1994, employees who earn less than one hundred and sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October may, at the employee's option, elect to receive forty (40) hours or prorated portion thereof of annual leave under one of the following options each year:

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

Employees who have accumulated the five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October, 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 or more of the following options each year:

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

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

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

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

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

Section 6 Leave for Promotional Exams

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

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

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

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

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

Section 7 Leaves of Absence Without Pay

12/7/1 Employees, upon request, may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding, one (1) year, except as provided in paragraphs 12/7/2, 3, 4, 5, 6, 7, 8, and 10 below and Article II, Sections 11 and 12. Short term leaves of absence of periods up to two weeks may be approved by the employee's appointing authority or his/her designee.

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

A. The employee shall submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure, stating the probable duration of the leave. Such leaves shall be granted

for a period of time up to, but not exceeding, six (6) months. Upon request of the employee and at the discretion of the appointing authority, maternity leaves of absence without pay may be extended or renewed for another period of time not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

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

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

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

12/7/5 Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes.

12/7/6 Employees adopting a child or children shall be granted a leave of absence without pay for a period of 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.

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

12/7/8 Any employee who is elected or appointed as the president of an AFL-CIO central labor body or the 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 12/7/9.

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

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

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

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

12/7/10 Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor that the employee is not able to perform assigned duties. When an employee is eligible for entitlements under applicable state or federal statutes, the time off granted under such Acts shall run concurrently with leave under this Section. Approval of the leave is dependent upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Employees wishing to return to work before their leave of absence has expired and who provide medical verification of their ability to return to work may, with the Employer's approval, return to work upon two (2) weeks notice to their Employer. Denials of requests for leaves without pay under this Section shall not be arbitrary or capricious.

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

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

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

12/8/3 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury, on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the

physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence, and the qualifying duties on which the application is based.

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

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

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

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

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

12/8/9 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to

examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take other action consistent with 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 9 Military Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10 Jury Duty

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

Section 11 Retirement

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

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

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

12/11/4 Effective April 14, 1996, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment for general occupational employees.

Section 12 Holidays

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

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

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

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

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

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

12/12/6 Effective January 1, 2004, the employer agrees to provide employees one (1) paid holiday annually in addition to any authorized paid leave, to be taken in accordance with 12/12/5 for personal holidays.

12/12/67 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.

Section 13 Payment for Working Holidays

12/13/1 Holiday Premium Pay

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

12/13/2 Holiday Compensatory Time

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

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

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

Section 14 Administration of Worker's Compensation Benefits

12/14/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, 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.

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

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

Section 15 Witness Fees

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

Section 16 Dental Insurance Deduction

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

Section 17 Employee Funded Reimbursement Accounts (ERA)

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

Section 18 Family and Medical Leave Acts

12/18/1 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 19 Child Care

12/19/1 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 20 Americans with Disabilities Act

12/20/1 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 21 Catastrophic Leave

12/21/1 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.

12/21/2 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.

12/21/3 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.

12/21/4 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.

12/21/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

12/21/6 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.

12/21/7 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.

12/21/8 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 hours (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 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).

12/21/9 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 hours (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.

12/21/10 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.

12/21/11 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

~~Section 22 — Length of Service Payment~~

~~12/22/1 — The Employer agrees to provide an annual length of service payment to eligible employees. The payments for the term of the contract shall be made on June 30, 2002, and June 30, 2003.~~

~~12/22/2~~ — In the event of retirement, death or termination prior to the scheduled payment date, a prorated payment will be made at an earlier date.

~~12/22/3~~ — The amount of the length of service payment shall be based upon seniority date. No employee shall be granted more than one length of service payment for the twelve (12) month period beginning July 1 and ending the following June 30.

~~12/22/4~~ — The schedule of payments shall be as follows:

5 years of seniority	\$ 50
10 years of seniority	\$100
15 years of seniority	\$150
20 years of seniority	\$200
25 years of seniority	\$250

~~12/22/5~~ — To be eligible for the length of service payment, the employee must have the required number of years of seniority prior to the date of payment set forth in 12/22/1.

~~12/22/6~~ — Payments under this Section to eligible employees shall be prorated according to the number of paid work hours, excluding leaves of absence without pay, pursuant to Article II, Section 11 and 12, the employee had during the period July 1, 2001, through June 30, 2002, and July 1, 2002 through June 30, 2003, excluding any overtime hours worked.