

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 1

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

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

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

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

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

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

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

Section 2

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

ARTICLE XIV

GENERAL

Section 1 **Obligation to Bargain**

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

Section 2 **Partial Invalidity**

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

Section 3 **Definition of Probationary Employee**

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

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

Section 4 Retroactivity

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

ARTICLE XV

TERMINATION OF AGREEMENT

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

NEGOTIATING NOTE #1
~~2001-2003~~2003-2005 AGREEMENT

Public Transportation

Both the Employer and the Union agree bargaining unit employees should be encouraged to utilize public transportation as much as possible to go to and from work. The Employer, therefore, agrees to meet at the request of the Union at mutually agreed times to discuss ways in which to achieve that goal.

NEGOTIATING NOTE #2
~~2001-2003~~2003-2005 AGREEMENT

Add-On Pay

The ~~Department~~Office of State Employment Relations and the Union will meet at mutually agreeable times to discuss add-on pay for the following skill areas:

- A. Certified Public Accountant (CPA)
- B. Certified General Appraiser
- C. Purchasing Agent/Procurement Specialist
- D. Assessor II
- E. Bilingual

Any add-on must be mutually agreed to by the Union, ~~Department~~Office of State Employment Relations and all affected agencies prior to implementation.

NEGOTIATING NOTE #3

2003-2005 AGREEMENT

Lump Sum Language

If lump sum payment language should become necessary due to delay in implementation of this Agreement, the parties agree that Article XI, Section 4, will be modified to reflect such needed changes. It is further agreed that retirees and laid off employees will be eligible to receive any lump sum payments to which they would have otherwise been entitled but for the delay in implementation of this Agreement.

MEMORANDUM OF UNDERSTANDING #1
1999-2001 AGREEMENT
Electronic Job Information System

DATE: February 22, 2000

TO: Art Foeste, President
Wisconsin Professional Employees Council

FROM: Peter D. Fox, Secretary

SUBJECT: Development of an Electronic Job Information System

During negotiation of the 1999-2001 WPEC Agreement, there has been ongoing discussion between the parties regarding development of an electronic job information system (EJIS). While WPEC's EJIS proposals to date have limited this system to WPEC vacancies, I believe that such a system would benefit all current state employees, as well as other persons interested in civil service employment. As such, I am committed to the development and implementation of a system that will include all civil service vacancies and is available on a statewide basis to all interested individuals.

To that end, I will be establishing a Joint Task Force to be convened no later than April 15, 2000. The charge of this Task Force will be to create a model EJIS and submit recommendations for its implementation to the Department of Employment Relations (DER). The Task Force will be composed of one representative appointed by each parent union and an equal number of Employer representatives. Representatives appointed by the various unions to serve on this Task Force will do so without loss of pay.

At a minimum, the EJIS should include the following major components:

1. One central location which is easily accessible by persons interested in a civil service position;
2. Positions posted on DER's current website (i.e., positions contained in the Current Opportunities Bulletin and the State Employee Promotional and Transfer Job Opportunities Bulletin) and all permanent represented vacancies will be posted on the one central location;

3. All relevant information necessary for the application process will be provided for each posted vacancy.

The Task Force will submit its EJIS model and recommendations for implementation to the Secretary of DER no later than August 1, 2000. The Secretary of DER or designee will review the recommendations of the Task Force and, if modifications are necessary, will return the recommendations to the Task Force no later than September 15, 2000. If returned to the Task Force, the Secretary will also specify a date by which the modifications will be completed. If no modifications to the Task Force recommendations are required by the Secretary, the EJIS will be implemented as soon as administratively feasible within existing resources and available funding.

As you have recognized during discussions at the bargaining table, such a system will require careful planning and development. I believe that allowing a Joint Task Force to create the EJIS will result in a system that is beneficial to both the Employer and the Union.

MEMORANDUM OF UNDERSTANDING #2

~~2001—2003~~2003-2005 AGREEMENT

DCA CRITERIA JUSTIFICATION PROVIDED TO DCA ADVISORY GROUPS

Beginning July 2002, DCA justifications provided to DCA Advisory Groups for review must include the following:

- A. Significant and Permanent Changes in Job Duties: Description of the new duties and tasks assumed by the employee;
- B. Equity: Wages of the employee(s) to whom comparison was made and the agency(ies) where the comparable work is performed;
- C. Retention: Detail the knowledge base and/or skill sets, and the degree of disruption to agency operations.

MEMORANDUM OF UNDERSTANDING #3

~~2001-2003~~2003-2005 Agreement

Employee Medical Certification Information

~~During the course of negotiations for the 2001-2003 Agreement, concerns were raised regarding treatment of employee medical certification information.~~

~~In an effort to address these concerns, the parties agree to form a joint Management and Union committee to exchange information, discuss the issue, and develop guidelines for distribution to agencies. The committee will be comprised of three (3) members each from the Union and Management. The committee members will attend the joint committee meetings without loss of pay.~~

It is hereby agreed that it is in the best interest of both the Wisconsin Employees Council and the State of Wisconsin that records regarding employee health be managed in such a manner as to both protect employee rights of privacy and to meet the needs of the employer. It is also agreed that uniform practices across state agencies are important for appropriate records management. Accordingly, it is agreed that a Committee for Employee Health Information shall be established to examine the management of employee health information. The Committee shall consist of three members appointed by the Union and three members appointed by the Employer. The Committee members will attend joint committee meetings without loss of pay.

The Committee shall examine and make recommendations regarding:

1. The nature of employee health information collected by the employer; the circumstances under which the information is collected; the state and federal statutory and rule requirements concerning Employee health information; and the type of authorizations that must be provided by employees for release of information to the Employer.
2. The nature and levels of controls on access to the health information.
3. Uniform policy regarding management and release of Employee health information held by the Employer.
4. Uniform policy regarding protection of Employee privacy regarding health information held by the Employer.

5. Uniform policy regarding the qualifications of the persons analyzing the Employee health information for purposes of making judgement about the capabilities of the Employee.

The Committee will submit its recommendations for implementation to the Director, Office of State Employment Relations (OSER) not later than September 1, 2004. The Director, OSER or designee will review the recommendations of the Committee no later than October 15, 2004. If returned to the Committee, the Director, OSER will also specify a date by which the modifications shall be reviewed and a recommendation resubmitted. Once the recommendations are acceptable to the Director, OSER, a plan of implementation will be developed within 90 days.

MEMORANDUM OF UNDERSTANDING #4
2001-20032003-2005 AGREEMENT

Parking/Public Transit Account

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

MEMORANDUM OF UNDERSTANDING #5
2001-2003 AGREEMENT

SPECIAL AGENT PROGRESSION PLACEMENT

During negotiation of the 2001-2003 Agreement, concerns were raised regarding placement of the Special Agents upon classification reassignment to pay range 07-30. For that reason, the parties agree that the Department of Justice (DOJ) will re-assess the placement of Special Agents hired prior to January 1, 2001. The basis of that re-assessment will be relevant law enforcement experience as outlined in the DOJ HAM justification used in January, 2001. Based on the re-assessment, the affected Special Agents will be placed at the appropriate level in pay range 07-30, effective June 30, 2002. Affected Special Agents will also receive a lump sum payment equal to the increase received under the re-assessment, multiplied by the hours in pay status from July 1, 2001, through June 29, 2002.

~~**MEMORANDUM OF UNDERSTANDING #6**~~
~~**2001-2003 AGREEMENT**~~

~~**SPECIAL AGENT & EXCISE TAX AGENT PAY PROGRESSION**~~

~~During negotiation of the 2001-2003 Agreement, concerns were raised regarding continuation of the pay progression system for pay range 07-31, Special Agent Senior and Excise Tax Agent Senior.~~

~~The pay range 07-31 pay progression sunsets on June 30, 2003, regardless of extension of the Agreement, unless the parties mutually agree otherwise.~~

~~It is the Employer's intent, however, to continue to fund this pay progression system in future collective bargaining Agreements, assuming the parties negotiate such a provision, contingent on the availability of sufficient general purpose revenue funds in the Compensation Reserve.~~

MEMORANDUM OF UNDERSTANDING #7
2001 – 2003 AGREEMENT

CALCULATION OF VACATION HOURS DUE TO DELAY
IN AGREEMENT IMPLEMENTATION

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

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

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

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

MEMORANDUM OF UNDERSTANDING # 8
2003-2005 AGREEMENT

PILOT PROGRAM FOR STEWARD/GRIEVANCE REPRESENTATIVE TRAINING

The Employer and the Union understand the importance of trained supervisors and grievance representatives in the administration of the collective bargaining agreement. The Agreement is best administered when both supervisors and steward/grievance representatives understand their rights, roles, responsibilities and limitations. The state offers basic and advanced labor relations training to its supervisors to assist them in appropriately and fairly administering the Agreement. It is in our mutual interest that union steward/grievance representatives also be properly trained to fulfill their role as it relates to contract interpretation and administration. In furtherance of that mutual interest, the Employer and the Union agree to support a pilot program for the training of Steward/Grievance Representatives.

Annually, up to twenty (20) union stewards will be allowed up to eight (8) hours without loss of pay to attend steward training. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this training. Management may deny attendance based on operational needs. The union may request and the Employer may allow additional union stewards, beyond the limits specified above, to attend steward training without loss of pay.

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

The pilot program will be jointly evaluated by the Employer and Union to determine if it meets their mutual interests. It is of special interest to the Employer that there be sufficient, qualified union stewards at various work sites to help minimize issues of timeliness or lost work time due to the potential limited availability of stewards. This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING # 9

2003-2005 Contract

**REINSTATEMENT ELIGIBILITY AND RESTORATION RIGHTS FOR EMPLOYEES LAID OFF
DURING THE 2003-2005 FISCAL BIENNIUM DUE TO AGENCY ELIMINATION OR
TRANSFER OF FUNCTIONS TO ANOTHER STATE AGENCY**

Employees laid off during the 2003-2005 fiscal biennium because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 8/5/1 of the agreement and restoration rights according to 8/4/1-8/4/6 of the agreement to the state agency to which the functions previously performed by the person are transferred.

MEMORANDUM OF UNDERSTANDING # 10

2003-2005 AGREEMENT

CONTRACTING OUT

During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:

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

2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes,

rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to the each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.

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

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

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

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

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

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

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

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

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

**AGREEMENT BETWEEN THE STATE OF WISCONSIN
AND
WISCONSIN PROFESSIONAL EMPLOYEES COUNCIL**

**EMPLOYEES ELECTED OR APPOINTED AS PRESIDENT OF AFL-CIO LABOR BODY
OR
PRESIDENT OF AFT WISCONSIN**

The purpose of this Agreement between the State and WPEC is to preserve salary and salary-generated benefits of state employees who are elected or appointed as the president of an AFL-CIO central labor body or the AFT Wisconsin organization and to fully reimburse the state for its costs of the salary and salary-generated benefits for the time spent by those employees during that elected or appointed period.

The State of Wisconsin hereby agrees to continue base pay and benefits for any employee who is elected or appointed as the president of an AFL-CIO central labor body or AFT Wisconsin organization and who is granted a leave of absence without pay to serve in such position pursuant to Article XII, Section 12/7/8 of the 2003-2005 Agreement. Other provisions of 12/7/8 shall remain in effect.

Continuation of this Agreement is contingent upon the Wisconsin Professional Employees Council (WPEC) reimbursing affected agencies for salary and salary-generated benefit costs attributed to the employee(s). The amount of reimbursement each pay period will be based on the employee(s)'s base hourly rate plus the additional hourly benefit rate to cover the full cost to the state of each employee's payroll and fringe benefits as determined by the individual's Central or University of Wisconsin Payroll deductions for A, B, and C payrolls, respectively.

The obligation for the continued payment by the state agencies of salary and benefits to the state employees elected or appointed as the president of an AFL-CIO central labor body or AFT Wisconsin organization is contingent upon reimbursement to those agencies by WPEC and with compliance of the following procedures:

1. This Agreement shall apply only to employees elected or appointed as the president of an AFL-CIO central labor body or the AFT Wisconsin organization in accordance with 12/7/8 of the collective bargaining agreement. Upon each such occasion, the Union President will provide the Office of State Employment Relations (OSER) with the following information: name of employee(s), agency where employed, date(s) on which the employee will be absent to participate as president.

2. The affected state agency shall maintain the employee in pay status not to exceed eight (8) hours per scheduled work day for all days in each work week during a pay period in which the employee is on leave under Section 12/7/8.

3. WPEC shall certify, in writing to OSER at the conclusion of each pay period in which an employee was engaged in union business pursuant to this Agreement, the total amount of reimbursement due to each of the affected agencies for that pay period. Agencies will reconcile these amounts and notify OSER who will, in turn, notify WPEC of any discrepancies.

4. WPEC shall reimburse each individual state agency by delivering to OSER a check for each such agency in the amount certified by OSER. Reimbursement by WPEC for each biweekly period shall be made no later than the Wednesday before the date of issue of affected employees' paychecks for each pay period. In the event reimbursement is not received on or before Wednesday, employee paychecks will not be issued until appropriate adjustments can be made to reflect a change to Leave Without Pay Status for time spent during the pay period.

5. Disagreements by WPEC about the amounts certified by OSER shall not be grounds for withholding, delaying, or reducing payments to the state agencies.

6. Failure by WPEC to reimburse the amounts as certified by OSER to any agency within the time limits set by this Agreement shall void this Agreement and release the State and its agencies from any further obligation under this Agreement to maintain the pay status for designated employees while engaged in union

business, and the obligations of the State under this Agreement will not be restored by tender of reimbursement by WPEC at any later date or by collection by the State.

This Agreement is effective upon execution by the parties and will terminate on June 30, 2005, unless modified or extended by mutual consent of the parties.

For the Union:

For the State:

Ron Danowski, President
Wisconsin Professional Employees
Council

Date

Karen E. Timberlake, Director
Office of State Employment
Relations

Date

APPENDIX A
~~2001-2003~~2003-2005 AGREEMENT

Broadband Pay System

Section 1 Coverage

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

Section 2 Effective Date

The provisions of Appendix A are effective with the effective date of the Agreement.

~~Except as indicated in Section 5, below, the provisions of Appendix A are effective as follows:~~

~~A. The effective date of the Agreement for pay ranges 07-01, 07-02, 07-78 and 07-79.~~

~~B. July 15, 2002 for pay ranges 07-03, 07-04 and 07-05.~~

Section 3 Definitions

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

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

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

C. “New Appointment Maximum” means the appointment maximum of the classification an employee is moving to as the result of a personnel transaction. The new appointment maximum is not necessarily different from the appointment maximum of the employee’s previous position.

D. “New Pay Range Maximum” means the pay range maximum of the classification an employee is moving to as the result of a personnel transaction. The new pay range maximum is not necessarily different from the pay range maximum of the employee’s previous position.

E. “Red Circled Pay Rate” means the base pay rate received by an employee which is above the pay range maximum for the classification of the employee’s position. Employees whose pay has been red circled as a result of a personnel transaction or other circumstance shall continue to receive their present rate of pay until the pay range maximum exceeds their present red circled pay rate. Such employees shall not be eligible to receive any cumulative pay adjustments, except as authorized in the compensation plan or the appropriate collective bargaining agreement.

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

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

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

Section 4 Transaction Pay Adjustments

A. Determining Pay Adjustments for Personnel Transactions

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

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

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

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

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

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

D. Pay on Original Appointment

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

E. Pay on Promotion

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

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

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

F. Pay on Voluntary Transfer

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

2.

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

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

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

G. Pay on Involuntary Transfer or Pay on Transfer in Lieu of Layoff

The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who are involuntarily transferred or who transfer in lieu of layoff, with the following limitations:

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

2. Employees who are involuntarily transferred or who transfer in lieu of layoff shall be paid at least the employee's present rate of pay. If the employee's present rate of pay exceeds the new pay range maximum, it shall be red circled.

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

H. Pay on Demotion in Lieu of Layoff

The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who demote in lieu of layoff, except that employees shall be paid at least the employee's present rate of pay. If the employee's present rate of pay exceeds the new pay range maximum, it shall be red circled.

HI. Pay on Reclassification and Reallocation

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

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

IJ. Pay on Reinstatement or Restoration

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

JK. Pay on Movement of Classification to a Higher Appointment Maximum

Employees whose positions are allocated to a classification that is moved to a higher appointment maximum within the same pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum, subject to the new ~~appointment~~ pay range maximum.

KL. Reporting Requirements

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

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

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

Section 5 Discretionary Compensation Adjustment

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

B. Concept. The DCA is intended to provide the appointing authority with the discretion to provide employees with additional economic recognition. The appointing authority shall only grant DCA's in accordance with the following criteria. The criteria must be applied in a non-discriminatory manner. Written justification must be provided to substantiate the adjustment.

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

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

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

C. Amount.

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

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

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

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

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

F. DCA Advisory Group

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

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

3. The management designee as determined by the appointing authority, will forward DCA recommendations to DCA Advisory Group members for review prior to submittal to the appointing authority for decision. Documentation provided to Group members for review will be that which is required by the agency's DCA process. A management representative will chair the DCA Advisory Group. The DCA Advisory Group will meet or teleconference for discussion purposes at times coordinated by the Group chair. The chair will determine the amount of time in which the Advisory Group will provide a written response. Whenever feasible, the Advisory Group will be given five (5) working days after receipt of documentation for review. The chair will provide the written response from the Advisory Group to the appointing authority. Group comments shall be taken into consideration by the appointing authority. Bargaining unit Group members may request use of work time to review DCA recommendations.

G. Reporting Requirements.

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

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

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

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

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

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

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

K. Employees may self-nominate to their supervisor no more than once per fiscal year.

Appendix B

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Effective October 8, 2000 through the effective date of the 2001-03 Agreement												
Pay Range	Official Hourly Basis						Annual Basis*					
	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum		
07-01	18,251	25,492	na	30,682	0.548	1.461	38,108	53,227	na	64,064		
07-02	23,534	31,489	39,444	47,398	0.707	1.883	49,139	63,880	78,622	98,967		
07-08	9,715	na	na	15,020	0.292	0.778	20,285	na	na	31,362		
07-09	10,509	na	na	16,244	0.316	0.841	21,943	na	na	33,917		
07-10	11,368	na	na	17,569	0.342	0.910	23,736	na	na	36,684		
07-11	12,299	na	na	19,001	0.369	0.984	25,680	na	na	39,674		
07-12	13,309	na	na	21,257	0.400	1.065	27,789	na	na	44,385		
07-13	14,401	na	na	22,989	0.433	1.153	30,069	na	na	48,001		
07-14	15,584	na	na	24,866	0.468	1.247	32,539	na	na	51,920		
07-15	16,866	na	na	27,792	0.506	1.350	35,216	na	na	58,030		
07-16	18,251	na	na	31,028	0.548	1.461	38,108	na	na	64,786		
07-17	19,738	na	na	33,558	0.593	1.580	41,213	na	na	70,069		
07-18	21,344	na	na	36,294	0.641	1.708	44,566	na	na	75,782		
07-19	23,052	na	na	39,251	0.690	1.839	47,984	na	na	81,956		
07-30	18,649	na	na	22,294	0.560	1.492	38,480	na	na	46,550		
07-31	23,410	na	na	27,498	0.703	1.873	48,304	na	na	57,416		
07-40**	15,447	na	na	26,771	0.464	1.236	32,253	na	na	55,898		
07-77**	15,447	na	na	26,771	0.464	1.236	32,253	na	na	55,898		
07-78	18,252	26,308	na	34,773	0.548	1.461	38,110	54,931	na	72,606		
07-79	21,348	31,538	na	42,225	0.641	1.708	44,575	65,851	na	88,166		

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

**Effective December 31, 2000 through the effective date of the 2001-03 Agreement.

Appendix B (Cont.)

PAY SCHEDULE 07- FISCAL & STAFF SERVICES

Effective ** through July 13, 2002											
Official Hourly Basis						Annual Basis†					
Pay Range	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	
07-01	18,251	25,492	na	30,989	0.548	1.461	38,108	53,227	na	64,705	
07-02	23,534	31,489	39,444	47,872	0.707	1.883	49,139	65,749	82,359	99,957	
07-08	9,715	na	na	15,171	0.292	0.778	20,285	na	na	31,677	
07-09	10,509	na	na	16,407	0.316	0.841	21,943	na	na	34,258	
07-10	11,368	na	na	17,745	0.342	0.910	23,736	na	na	37,052	
07-11	12,299	na	na	19,192	0.369	0.984	25,680	na	na	40,073	
07-12	13,399	na	na	21,470	0.400	1.065	27,789	na	na	44,829	
07-13	14,401	na	na	23,219	0.433	1.153	30,069	na	na	48,481	
07-14	15,584	na	na	25,115	0.468	1.247	32,539	na	na	52,440	
07-15	16,866	na	na	28,070	0.506	1.350	35,216	na	na	58,610	
07-16	18,251	na	na	31,339	0.548	1.461	38,108	na	na	65,436	
07-17	19,738	na	na	33,894	0.593	1.580	41,213	na	na	70,771	
07-18	21,344	na	na	36,657	0.641	1.708	44,566	na	na	76,540	
07-19	23,052	na	na	39,644	0.692	1.845	48,133	na	na	82,777	
07-30	18,836	na	na	22,517	0.566	1.507	39,330	na	na	47,015	
07-31	23,645	na	na	27,773	0.710	1.892	49,371	na	na	57,990	
07-40	15,447	na	na	27,039	0.464	1.236	32,253	na	na	56,457	
07-77	15,447	na	na	27,039	0.464	1.236	32,253	na	na	56,457	
07-78	19,252	26,687	na	35,121	0.548	1.461	38,110	55,721	na	73,333	
07-79	21,348	31,998	na	42,648	0.641	1.708	44,575	66,812	na	89,049	
† Estimates for informational purposes only. The Official Hourly Rate is used for payroll purposes.											
** Effective the first pay period following the effective date of the contract.											

Appendix B (Cont.)

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Effective July 14, 2002-only, prior to broadbanding

Pay Range	Official Hourly Basis							Annual Basis*		
	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum
07-01	18,617	26,002	na	31,609	0.559	1.490	38,872	54,292	na	66,000
07-02	24,005	32,119	40,233	48,830	0.721	1.921	50,122	67,064	84,007	101,957
07-08	9,910	na	na	15,475	0.298	0.793	20,692	na	na	32,312
07-09	10,720	na	na	16,736	0.322	0.858	22,383	na	na	34,945
07-10	11,596	na	na	18,100	0.348	0.928	24,212	na	na	37,793
07-11	12,545	na	na	19,576	0.377	1.004	26,194	na	na	40,875
07-12	13,576	na	na	21,900	0.408	1.087	28,347	na	na	45,727
07-13	14,690	na	na	23,684	0.441	1.176	30,673	na	na	49,452
07-14	15,896	na	na	25,618	0.477	1.272	33,191	na	na	53,490
07-15	17,204	na	na	28,632	0.517	1.377	35,922	na	na	59,784
07-16	18,617	na	na	31,966	0.559	1.490	38,872	na	na	66,745
07-17	20,133	na	na	34,572	0.604	1.611	42,038	na	na	72,186
07-18	21,771	na	na	37,391	0.654	1.742	45,458	na	na	78,072
07-19	23,514	na	na	40,437	0.706	1.882	49,097	na	na	84,432
07-30	19,213	na	na	22,968	0.577	1.538	40,117	na	na	47,957
07-31	24,118	na	na	28,329	0.724	1.930	50,358	na	na	59,151
07-40	15,756	na	na	27,580	0.473	1.261	32,899	na	na	57,587
07-77	15,756	na	na	27,580	0.473	1.261	32,899	na	na	57,587
07-78	18,618	27,221	na	35,824	0.559	1.490	38,874	56,837	na	74,801
07-79	21,775	32,638	na	43,501	0.654	1.742	45,466	68,148	na	90,830

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

Appendix B (Cont.)

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Effective July 14, 2002 through April 19, 2003

Official Hourly Basis										Annual Basis*		
Pay Range	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum		
07-02	22,257	35,664	40,729	49,070	0.668	1.781	46,473	74,466	85,042	102,458		
07-03	19,029	29,495	na	39,961	0.571	1.523	39,733	61,586	na	83,439		
07-04	14,601	23,362	na	32,123	0.439	1.169	30,487	na	na	67,073		
07-05	11,596	17,803	na	24,010	0.348	0.928	24,212	na	na	50,133		
07-30	19,213	na	na	22,968	0.577	1.538	40,117	na	na	47,957		
07-31	24,118	na	na	28,329	0.724	1.930	50,358	na	na	59,151		

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

Broadband Placement Thresholds

Pay Range	Minimum	8% above the minimum	16% above the minimum*
07-02	22,257	24,038	
07-03	19,029	20,552	22,197
07-04	14,601	15,770	17,032
07-05	11,596	12,524	

*16% above the minimum is calculated as 8% above the "8% above the minimum" amount.

Appendix B (Cont.)

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Effective April 20, 2003 through June 30, 2003 June 26, 2004												
Official Hourly Basis											Annual Basis*	
Pay Range	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum		
07-02	22.814	36.503	41.748	50.191	0.685	1.826	47,636	76,218	87,170	104,799		
07-03	19.505	30.233	na	40.961	0.586	1.561	40,726	63,127	na	85,527		
07-04	14.967	23.948	na	32.928	0.450	1.198	31,251	na	na	68,754		
07-05	11.886	19.315	na	26.744	0.357	0.951	24,818	na	na	55,841		
07-30	19.694	na	na	23.543	0.591	1.576	41,121	na	na	49,158		
07-31	24.721	na	na	29.038	0.742	1.978	51,617	na	na	60,631		

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

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Effective June 27, 2004 through June 30, 2005

Official Hourly Rate										Annual Basis*		
Pay Range	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum	Within Range Step	8% of the minimum	Minimum	Appt. Max. 1	Appt. Max. 2	Maximum		
<u>07-02</u>	<u>23.043</u>	<u>36.869</u>	<u>42.166</u>	<u>50.695</u>	<u>0.692</u>	<u>1.844</u>	<u>48.114</u>	<u>76.982</u>	<u>88.043</u>	<u>105.851</u>		
<u>07-03</u>	<u>19.701</u>	<u>30.537</u>		<u>41.373</u>	<u>0.592</u>	<u>1.577</u>	<u>41,136</u>	<u>63,761</u>		<u>86,387</u>		
<u>07-04</u>	<u>15.117</u>	<u>24.188</u>		<u>33.258</u>	<u>0.454</u>	<u>1.210</u>	<u>31,564</u>	<u>50,504</u>		<u>69,443</u>		
<u>07-05</u>	<u>12.005</u>	<u>19.509</u>		<u>27.012</u>	<u>0.361</u>	<u>0.961</u>	<u>25,066</u>	<u>40,734</u>		<u>56,401</u>		
<u>07-30</u>	<u>19.991</u>			<u>23.879</u>	<u>0.600</u>	<u>1.600</u>	<u>41,741</u>			<u>49,859</u>		
<u>07-31</u>	<u>25.069</u>			<u>29.429</u>	<u>0.753</u>	<u>2.006</u>	<u>52,344</u>			<u>61,448</u>		

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

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Semi-Automatic Pay Progression Structure												
Effective ** through July 13, 2002												
Special Agent and Excise Tax Agent Schedules			Information Systems			Fiscal						
Range 07-30			Range 07-31			Range 07-40			Range 07-77			Insurance
min		max	min		max	min		max	min		max	Financial
18.836		22.517	23.645		27.773	15.447		27.039	15.447		27.039	Examiners
progression points:			progression points:			progression points:			progression points:			
A		18.836	A		23.645	A		15.447	A		15.447	19.011
B		20.064	B		24.677	B		16.047	B		16.047	19.746
C		21.291	C		25.709	C		16.647	C		16.647	20.481
D		22.517	D		26.741	D		17.247	D		17.247	21.216
			E		27.773	E		17.847	E		17.847	21.951
** Effective the first pay period following the effective date of the contract.												

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

Semi-Automatic Pay Progression Structure		Semi-Automatic Pay Progression Structure	
July 14, 2002 through April 19, 2003		April 20, 2003 through June 30, 2003	
Special Agent and Excise Tax Agent		Special Agent and Excise Tax Agent	
Schedule		Schedule	
Range 07-30		Range 07-30	
min	max	min	max
19.213	22.968	19.694	23.543
progression points:		progression points:	
A	19.213	A	19.694
B	20.466	B	20.978
C	21.717	C	22.260
D	22.968	D	23.543
		E	28.329
Range 07-31		Range 07-31	
min	max	min	max
24.118	28.329	24.721	29.038
progression points:		progression points:	
A	24.118	A	24.721
B	25.171	B	25.801
C	26.224	C	26.880
D	27.276	D	27.958
		E	29.038

Appendix B (Cont.)

PAY SCHEDULE 07: FISCAL & STAFF SERVICES

<u>Semi-Automatic Pay Progression Structure</u>		<u>Semi-Automatic Pay Progression Structure</u>	
<u>through June 26, 2004</u>		<u>June 27, 2004 through June 30, 2005</u>	
<u>Special Agent and Excise Tax Agent</u>		<u>Special Agent and Excise Tax Agent</u>	
<u>Schedule</u>		<u>Schedule</u>	
<u>Range 07-30</u>	<u>Range 07-31</u>	<u>Range 07-30</u>	<u>Range 07-31</u>
<u>min</u>	<u>min</u>	<u>min</u>	<u>min</u>
<u>19.694</u>	<u>24.721</u>	<u>19.991</u>	<u>25.069</u>
<u>max</u>	<u>max</u>	<u>max</u>	<u>max</u>
<u>23.543</u>	<u>29.038</u>	<u>23.879</u>	<u>29.429</u>
<u>progression points:</u>	<u>progression points:</u>	<u>progression points:</u>	<u>progression points:</u>
<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>19.694</u>	<u>24.721</u>	<u>19.991</u>	<u>25.069</u>
<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>
<u>20.978</u>	<u>25.801</u>	<u>21.288</u>	<u>26.160</u>
<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>22.260</u>	<u>26.880</u>	<u>22.583</u>	<u>27.249</u>
<u>D</u>	<u>D</u>	<u>D</u>	<u>D</u>
<u>23.543</u>	<u>27.958</u>	<u>23.879</u>	<u>28.338</u>
	<u>E</u>		<u>E</u>
	<u>29.038</u>		<u>29.429</u>

APPENDIX C

2001-20032003-2005 Agreement

Progression Adjustment for Certain WPEC Classifications

- A. **Effective Date.** The provisions of this appendix are effective July 14, 2002.
- B. **Eligibility.** All employees in positions allocated to classifications specified in C., below, will be eligible for a base-building progression adjustment, except as follows:
1. An employee whose base pay rate is equal to or greater than the applicable pay range limitations stated in C., below.
 2. An employee who has received an unsatisfactory performance evaluation within six (6) months prior to the granting date. The denial of a progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement. Employees must be notified of the unsatisfactory performance in writing. The written notification will include:
 - a. Details of each occurrence of unsatisfactory performance; and
 - b. Identification of goals and expectations stated in terms that are measurable and which specify how expectations are to be accomplished including supervisory follow-up in intervals of not more than two months. The two month period may take absences into consideration.
 3. An employee who has received an unsatisfactory performance evaluation will receive a new performance evaluation within six (6) months, or prior to the next scheduled progression adjustment, whichever is sooner.
 4. Upon satisfactory completion of the goals and expectations, the supervisor will, prior to the next scheduled progression adjustment, provide the employee with written notice of satisfactory performance. The employee will receive the next scheduled progression adjustment in accordance with D./3.
 5. An employee who has already received two (2) progression adjustments in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining Agreements.

6. An employee who has previously received the maximum number of possible progression adjustments for the employee's classification, taking into account progression adjustments received while in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining Agreements.

For the purpose of eligibility, "any similar progression adjustment system" shall be defined as any progression system that provides one or two time annual dollar per hour rate adjustments (i.e., not providing specific pay rates, except for a maximum adjustment rate).

C. Amount

1. An eligible employee in a position allocated to one of the following collapsed classifications will receive a two-time progression adjustment of \$1.20 per hour on the granting date, subject to the pay range 07-03 minimum.

- a. Accountant
- b. Agriculture Auditor
- c. Auditor
- d. Consumer Credit Examiner
- e. Equal Opportunity Specialist
- f. Financial Examiner
- g. Fuel Tax & Registration Auditor
- h. IS Business Automation Analyst
- i. IS Comprehensive Services Professional
- j. IS Data Services Professional
- k. IS Network Services Professional
- l. IS Systems Development Services Professional
- m. IS Technical Services Professional
- n. Mortgage Banking Examiner
- o. Motor Vehicle Program Specialist-Journey
- p. Program and Planning Analyst-Senior
- q. Public Utility Auditor
- r. Revenue Auditor
- s. Revenue Field Auditor

- t. Risk Management Specialist
- u. Securities Examiner
- v. University Grants and Contracts Specialist

2. An eligible employee in a position allocated to one of the following collapsed classifications will receive a one-time progression adjustment of \$1.20 per hour on the granting date, subject to the pay range 07-03 minimum.

- a. Board Steward
- b. Crime Victims Claims Specialist
- c. DOA Program Specialist
- d. Elections Specialist
- e. Emergency Government Specialist
- f. Environmental Coordinator
- g. Grants Specialist
- h. Health Care Rate Analyst
- i. Human Services Program Coordinator
- j. Insurance Examiner
- k. Lottery Customer Service Specialist
- l. Natural Resources Bureau Data Coordinator
- m. Natural Resources Financial Assistance Specialist
- n. PECFA Program Specialist
- o. Printing Technician
- p. Public Defender Investigator
- q. Real Estate Specialist
- r. Revenue Agent
- s. Revenue Field Agent
- t. Technical Writer
- u. Tourism Specialist Assistant
- v. Trust Funds Specialist
- w. University Benefits Specialist
- x. Workers Compensation Examiner

3. An eligible employee in a position allocated to the following collapsed classification will receive a two-time progression adjustment of \$1.50 per hour on the granting date, subject to the pay range 07-04 appointment maximum.

Insurance Financial Examiner

4. The individual increase limit provided in s. 230.12(5)(d), Wis. Stats., does not apply to progression adjustments granted pursuant to these progression adjustment provisions.

D. Granting Date.

1. Progression adjustments for eligible employees will be awarded based on the employee's state service seniority date. Seniority dates may be adjusted (for progression adjustment purposes only) at the discretion of the appointing authority for absence from employment of more than one hundred and seventy four (174) work hours within a six-month time period, for approved leaves of absence, layoff, and resignation.

2. Progression adjustments will be effective on the first day of the pay period following the employee's seniority date. If the employee's seniority date occurs on the first day of a pay period, the progression adjustment will be effective on that date.

3. If eligible, an employee whose progression adjustment has been previously denied due to unsatisfactory performance as described in B./2., above, will receive the progression adjustment effective the first day of the first pay period following the employee's receipt of the written satisfactory performance evaluation.

APPENDIX D

TRAVEL GUIDELINES

MEAL CLAIMS:

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

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

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

LODGING

IN-STATE LODGING:

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

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

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

HIGH-COST OUT-OF-STATE LODGING:

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

AUTOMOBILE TRANSPORTATION

Use of Fleet Vehicles:

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

All agency fleet managers will ensure that each fleet vehicle has an auto incident kit in the vehicle, which contains forms and instructions for reporting incidents and accidents and a fleet policies and procedures manual.

Upon request of WPEC, representatives of WPEC shall meet with fleet managers of each department to discuss vehicle purchase needs and proposed vehicle specifications. The meeting shall take place prior to the development and submission of proposed vehicle specifications to the Department of Administration. WPEC may also submit a letter to the Department of Administration with the agency fleet manager's response, listing the needs and concerns of the WPEC membership.

Use of Personal Vehicles:

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

Upon request, representatives of WPEC shall meet with representatives of the respective agencies to discuss the application of policies and procedures dealing with the required twenty-four (24) hour notice for non-availability slips.

Employees with a demonstrable medical reason for use of a personal vehicle may apply to the Department of Administration for a waiver of the non-availability slip requirement.

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

Rental Vehicles:

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

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

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

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

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

AIR TRAVEL:

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

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

TAXI AND LIMOUSINE:

Reasonable charges for ~~taxi or limousine service~~ taxis and airline shuttles, including taxi tips at a maximum rate of 15% of the charge as provided in s. 20.016(9)(d)2., Wis. Stats., are reimbursable when other modes of travel are not available or practical. However, ~~limousineshuttle~~ service (usually less expensive or free) should be utilized in place of a taxi whenever possible. Unless properly justified, claims for taxi service to and from the airport should be limited to the rate for the shuttle service. Receipts are required for one-way fares exceeding ~~fifteen dollars (\$15.00)~~ twenty-five (\$25.00).

TRAVEL BY TRAIN, BUS OR PRIVATE PLANE:

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

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

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

MISCELLANEOUS ALLOWABLE EXPENSES

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

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

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

Gratuities and Portage: Necessary ~~G~~gratuities to hotel employees are reimbursable up to ~~four dollars (\$4.00) for each stay at a hotel/motel~~ \$2.00 on the day of arrival, \$2.00 on the day of departure and \$2.00 per each night of stay.

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

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

EXPENSES FOR REASONABLE ACCOMMODATIONS

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

MAXIMUM REIMBURSEMENT RATES

LODGING IN-STATE: Excluding sales and/or room taxes:

In state travel in counties other than Milwaukee, Racine and Waukesha: \$62.00

Milwaukee, Racine and Waukesha counties: \$72.00

MEALS:

In-State:	Breakfast	\$ 8.00
	Lunch	\$ 9.00
	Dinner	\$17.00
	Bag Lunch	\$ 4.00

Out-Of-State (~~lodging rate must be at least \$60~~):

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

MILEAGE:

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

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

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

Motorcycle: \$0.162 per mile

Private Airplane: \$0.325 per mile

EXPENSES NOT REIMBURSABLE*

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

**This list is not all inclusive.*