




State of Wisconsin

LEGISLATIVE REFERENCE BUREAU


RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**


Date Added To File: 05/20/2004 (Per: RAC)



 **Appendix To:**
LRB 03-3694/1
2003 SB-565

(Part 07 of 11)

 The attached 2003 draft was incorporated into the new 2003 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as an appendix, to the new 2003 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

 This cover sheet was added to rear of the original 2003 drafting file. The drafting file was then returned, intact, to its folder and filed.

“An employee or family member who calls the employee’s place of employment per the established call-in procedure indicating he/she is not able to report to or continue to work for that day under the guidelines of Article XIII, Section 5.”

If an employee provides the Employer a medical certificate or other appropriate verification for absences covered by this article, that instance (and/or hours) shall not be considered unanticipated use of sick leave.

In those employing units which have a program in place for unanticipated sick leave review, and in those employing units which establish such programs, the following criteria must be included.

- A. A written policy.
- B. A thirty (30) day advance written notice to the local union(s) and to all current employees and a copy to all new employees at the time of hire.
- C. Where such policies are established, they shall be uniform for each Department, Division, or employing unit.
- D. Any such programs established will include discussion with and input from the local union(s) prior to implementation or making changes in existing programs.
- E. Sick leave and unanticipated use of sick leave will be a topic of discussion at labor/management meetings.
- F. All other provisions of this section shall apply.

13/5/2C A Joint Sick Leave Study Committee, as described in Memorandum of Understanding No. 3, shall be established and meet no later than ninety (90) days after the effective date of this Agreement.

13/5/3 (BC, SPS, T, PSS) Employees may use accrued sick leave for personal medical or dental appointments for themselves or dependent children living in the household of the employee which cannot be scheduled at times other than during working hours.

13/5/4 (BC, AS, SPS, T, LE) Employees may use accrued sick leave for medical or dental appointments for themselves, their spouses, and dependents living in the household of the employee which cannot be scheduled at times other than during working hours (Dependents are defined as dependents eligible for IRS purposes). To qualify for use of sick leave under this subsection, employees must give the Employer three (3) workdays advance notice of appointments except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

13/5/5 Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, 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 or legal guardian(s) of the employee. Employees may use accrued sick leave for temporary emergency care of other ill, injured or disabled relatives of the employee or spouse residing in the household of the employee 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 from management.

13/5/6 Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate. The procedures necessary for the administration of this section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

13/5/7 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.

13/5/8 The Employer agrees to credit unused sick leave accumulated prior to the effective date of this Agreement to the account of the employees covered under this Agreement.

13/5/9 The Employer agrees to continue in effect the provisions of s. 230.35(2) and 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse, child(ren), or other dependents to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

13/5/10 The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or are permanently laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while permanently laid off, under the following conditions:

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

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

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

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

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

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

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

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

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

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted. In the event an employee returns to a position covered by this agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of continuous service and sick leave accrual.

~~At the employee's option, these~~ 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 #6.

E. Credits granted to a permanently laid off employee, or that person's surviving insured

dependents, shall be available until the credits are exhausted, the laid off employee is re-employed, or 5 years have elapsed from the date of layoff, whichever occurs first.

F. For the purposes of this section, a permanently laid off employee is a laid off employee who is not on a temporary, school year, seasonal or sessional layoff.

13/5/11 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 wage rate at the time of retirement.

13/5/12 Separation from the service shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored provided he/she is re-employed by any agency of the State within five (5) years. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored provided he/she is re-employed by any agency of the State within five (5) years.

13/5/13 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.

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

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

13/5/14 Bereavement Time Off

A. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, cousins, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, 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.

B. 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.

C. 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. (BC, AS, T, PSS) At the Employer's discretion, employees may be allowed to use up to eight (8) hours sick leave for the death of a resident or client for whom the employee provided daily personal care.

E. At the employee's request, other paid leave time may be used in lieu of sick leave in accordance with 13/5/2A.

F. Appropriate use of bereavement leave under this section will not initiate an employee being placed on a review program for unanticipated use of sick leave.

13/5/15 Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, ~~cousins~~, god children or god parents of the employee or spouse. Travel time to attend such funerals shall not exceed four (4) workdays.

13/5/16 On a case by case basis, employees may request additional other paid or unpaid leave which may be granted at the discretion of the appointing authority.

13/5/17 An employee may request and a supervisor may agree to schedule the employee to make-up a maximum of twenty four (24) hours per calendar year of sick leave used for the purposes of bereavement time off. The make-up time must occur in the same biweekly pay period as the bereavement time off and shall not result in overtime.

SECTION 6: Paid Annual Leave of Absence (Vacation)

13/6/1 The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

13/6/2 Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent, seasonal or sessional position pursuant to s. 230.28(1), Wis. Stats., or as a trainee unless covered under Wis. Adm. Code, (Rules of the Administrator, Division of Merit Recruitment and Selection), employees are eligible for and shall be granted noncumulative annual leave based on their seniority date as follows:

A. Regular Employees - Annual leave shall be based upon seniority date at the rate of:

1. Eighty (80) hours [ten (10) days] each year for a full year of service during the first five (5) years of service.
2. One hundred twenty (120) hours [fifteen (15) days] each year for a full year of service during the next five (5) years of service.
3. One hundred thirty six (136) hours [seventeen (17) days] each year for a full year of service during the next five (5) years of service.
4. One hundred sixty (160) hours [twenty (20) days] each year for a full year of service during the next five (5) years of service.
5. One hundred seventy six (176) hours [twenty two (22) days] each year for a full year of service during the next five (5) years of service.
6. Two hundred (200) hours [twenty five (25) days] each year for a full year of service during all succeeding years of service.

(BC, SPS, T, PSS, LE) Employees who regularly work nine and six tenths (9.6) hours per day and forty eight (48) hours per week shall receive nine and six tenths (9.6) hours of pay for each day of vacation taken and forty eight (48) hours of pay for each week of vacation taken.

B. School Year Employees - Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with item A, Regular Employees.

C. Seasonal Employees - Employees who are regularly employed for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with item A, Regular Employees.

D. Permanent Part-Time Employees - Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with item A, Regular Employees.

13/6/3 Annual leave shall be computed as follows:

A. Annual leave credits in any given year shall not be earned for any period of absence without pay.

B. Subject to the annual leave schedule in effect under item A, Regular Employees, annual leave for covered employees shall be prorated during the first (1st) year of employment at the rate of eighty (80) hours; during the sixth (6th) year of employment at the rate of eighty (80) or one hundred twenty (120) hours respectively; during the eleventh (11th) year of employment at the rate of one hundred twenty (120) or one hundred thirty six (136) hours respectively; during the sixteenth (16th) year of employment at the rate of one hundred thirty six (136) or one hundred sixty (160) hours respectively; during the twenty-first (21st) year of employment at the rate of one hundred sixty (160) or one hundred seventy six (176) hours respectively; during the twenty-sixth (26th) year of employment at the rate of one hundred seventy six (176) or two hundred (200) hours respectively.

C. Upon termination of employment, annual leave shall be prorated.

13/6/4 Employees eligible for at least one hundred sixty (160) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit 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.

13/6/4A As of July 1, 1992, employees that earn less than one hundred sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred twenty (520) hours of sick leave may, at the employee's option, elect to receive forty (40) hours or 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.

Those employees who have accumulated the five hundred twenty (520) hours of sick leave on July 1, 1992, and those employees who accumulate such hours of sick leave after that date, will be permanently eligible for this benefit.

13/6/5 Employees shall be allowed to use their earned vacation from their last year of service prior to retirement or their accumulated sabbatical leave time, or both, for a payment of medical insurance premiums at the group rate for post retirement periods as under s. 40.05(4)(b), Wis. Stats.

13/6/6 Employees eligible for two hundred (200) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under 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 or as accumulated sabbatical leave.

13/6/7 In scheduling vacation (annual leave), personal holidays, or compensatory time off due to working on a holiday, choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation, personal holiday or compensatory time off due to working on a holiday at any given time (subject to the provisions of 6/4/2 and 13/9/3); however, vacations, personal holidays and compensatory time off due to working on a holiday shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation, personal holiday or compensatory time off due to working on a holiday periods have been scheduled, the Employer shall make changes in employee vacation, personal holiday or compensatory time off due to working on a holiday schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, personal holiday or compensatory time off due to working on a holiday, the affected employee may reschedule his/her vacation, personal holiday or compensatory time off due to working on a holiday during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employee's vacation, personal holiday or compensatory time off due to working on a holiday period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation, personal holiday or compensatory time off due to working on a holiday periods as seldom as possible.

13/6/7A Employees with less than a full time appointment, who earn additional annual leave as a result of working hours beyond their permanent appointment level, and are unable to schedule the additional time off in

the year earned, will be allowed to carry over until June 30 of the ensuing calendar year annual leave hours earned for additional work performed between July 1 and December 31.

13/6/7B Employees shall be allowed to carryover sixteen (16) hours of earned annual leave until June 30 of the ensuing calendar year, including carryover granted under other provisions of the Agreement. These standards may be exceeded by appointing authorities or by mutual agreement when granted to all unit employees of a work unit.

13/6/7C (PSS) Because PSS employees do not work in post positions, PSS employees shall be allowed to carry over up to twenty four (24) hours of earned annual leave until June 30th of the ensuing calendar year, including carryover granted under other provisions of the agreement. These standards may be exceeded by the Appointing Authority, or by mutual agreement when granted to all unit employees of a work unit.

13/6/8 Should an employee become ill or injured immediately before or during a vacation, personal holiday or compensatory time off due to working on a holiday period, he/she may cancel his/her vacation, personal holiday or compensatory time off due to working on a holiday and utilize sick leave under the provisions of Article XIII, Section 5, commencing with the date he/she informs the Employer.

13/6/9 Employees who transfer shall carry their vacation, personal holiday or compensatory time off due to working on a holiday selections to their new work unit, providing no other employee's vacation, personal holiday or compensatory time off due to working on a holiday selection is adversely affected.

13/6/10 The Employer and the Union agree that it is in the mutual interest of the parties to provide for Alternative Disciplinary Programs for penalties imposed due to sick leave abuse and/or attendance related issues.

The parties agree that when a disciplinary suspension is assessed an employee for sick leave abuse and/or attendance reasons, the employee may, at the employee's option, elect to work the days of suspension and waive an equivalent amount of vacation (annual leave), Personal Holiday, Compensatory Time or Earned Saturday Legal Holiday in lieu of serving the suspension without pay. This option is limited to suspensions of three (3) work days or less and must be selected for the entire period of suspension.

Such disciplinary actions will be considered as a progressive step in the disciplinary process and will be maintained in the employee's Personnel File subject to the provisions of Article 11/14/3. The selection of the Alternative Discipline by an employee does not constitute an admission of wrongdoing. If an employee chooses the option stated above, the right to grieve the disciplinary action under Article IV of the Agreement is waived. Selection of the option stated above will be in writing with a copy provided to the local union and to the employee.

13/6/10A Chancellors of the University System may elect to offer the Alternative Discipline Program to employees of their campuses for discipline imposed for issues other than sick leave/attendance. All other provisions of Article 13/6/10 shall apply.

13/6/11 If previously scheduled annual leave, compensatory time, Saturday legal holidays or personal holidays is canceled or a request for such leave is made and denied within a period of two weeks to twenty-four (24) hours prior to the start of the requested leave, the employee may immediately appeal the denial or cancellation to the appointing authority or appropriate designee(s) for resolution of the disagreement within twenty-four (24) hours. If the appeal is denied it may be grieved beginning at the second step.

13/6/12 Within the basic framework provided above the implementation and application of the provisions of this section and all other aspects of vacation scheduling shall be determined by the local Union and local

management within sixty (60) days. Agreements reached under the provisions of this section will be reduced to writing.

SECTION 7: Leave for Promotional Exams

13/7/1 The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to twenty-four (24) hours paid leave time each calendar year for the purpose of competing in 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.

13/7/2 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.

13/7/3 (AS, BC, SPS, T, PSS) Third (3rd) shift employees may select one (1) of the following two (2) options in 13/7/4 or 13/7/5. The option selected first in a calendar year shall continue to apply for the remainder of the same calendar year.

13/7/4 (AS, BC, SPS, T, PSS) An employee who is regularly scheduled to work the third shift shall be eligible for four (4) hours paid leave time prior to the end of his/her shift for the purpose of competing in no more than two (2) promotional examinations per year when said examinations are scheduled on the day in which the shift ends. The employee must give five (5) workdays notice so that work coverage will not be interrupted.

13/7/5 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work the second (2nd) or third (3rd) shift, shall be granted a schedule change which enables eight (8) hours off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to three (3) promotional examinations per calendar year.

13/7/6 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work a twenty-four (24) hour shift, shall be granted a schedule change, which enables a twenty-four (24) hour shift off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to one (1) promotional examination per calendar year.

SECTION 8: Leaves of Absence Without Pay

13/8/1 Except as provided in 13/8/3 and 13/8/4 of this section, employees may be granted leaves without pay at the discretion of the appointing authority for any reason for any period, including but not limited to leaves for exams, interviews, education, dependent care, bereavement and court appearances. A denial shall not be arbitrary or capricious.

13/8/2 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reason(s) for the denial. Employees who take or are granted leaves of absence shall not be required to use any accumulated vacation, sick leave, compensatory time off, holidays or any other earned time prior to beginning the leave of absence.

13/8/3 Employees who are elected or appointed officials of the Union shall, upon written request of the employee, be granted a leave of absence without pay for the term of office, and not to exceed one (1) year.

13/8/4 Parental Leave without pay. Employees shall be granted parental leave without pay for, maternity or paternity, adoption and custody of foster children as follows:

The employee shall submit written notification to his/her immediate supervisor at least four (4) weeks prior to his/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 or paternity 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.

13/8/5 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.

13/8/6 Except as provided under Article XIII, Section 5 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

13/8/7 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.

13/8/8 (BC, AS, SPS, T , LE) The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay (including Military Leave under Article XIII, Section 10):

- A. The employee shall have the right to 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 opinion of the Employer, the employee is qualified.

13/8/9 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. 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. Denials of requests of leaves without pay under this section shall not be arbitrary and capricious.

13/8/10 The Employer agrees to abide by s. 103.10, Wis. Stats., relating to family and medical leaves.

SECTION 9: Holidays

13/9/1 The Employer agrees to provide the following 9 paid holidays per year:

Independence Day	July 4, 200 13	July 4, 200 23 <u>24</u>
Labor Day	September 31 , 200 13	September 26 , 200 23 <u>24</u>
Thanksgiving Day	November 22 <u>27</u> , 200 13	November 28 <u>25</u> , 200 23 <u>24</u>
Christmas Eve	December 24, 200 13	December 24, 200 23 <u>24</u>
Christmas	December 25, 200 13	December 25, 200 23 <u>24</u>
New Year's Eve	December 31, 200 13	December 31, 200 23 <u>24</u>
New Year's	January 1, 200 23	January 1, 200 34
Martin Luther King Jr. Day	January 21 <u>19</u> , 200 24	January 20 <u>17</u> , 200 35
Memorial Day	May 27 <u>31</u> , 200 24	May 26 <u>30</u> , 200 35

13/9/2 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. In the event an employee is on leave of absence at the request of the Employer, the employee must, in order to qualify for the paid holiday, be in pay status on the last scheduled workday immediately preceding or the first scheduled workday following such leave of absence during which the holiday occurs.

13/9/3 The Employer agrees to provide three and one-half (3 1/2) additional noncumulative personal holidays each year to all employees, plus one (1) additional paid personal holiday, effective January 1, 2004, each calendar year in recognition of Veterans Day. These ~~three~~four and one-half (34 1/2) holidays may be taken at any time during the year including non-Christian holidays provided the days selected by the employee have the prior approval of the appointing authority. Said approval shall be granted if the employee gives the appointing authority or his/her designee fourteen (14) days notice of his/her intent to take a personal holiday for religious reasons.

All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays.

13/9/3A The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. Effective January 1, 1994, proration of legal holidays for part-time employees shall be as follows:

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

B. Proration based on actual hours in pay status shall be done at least annually. Additional time earned in excess of the FTE credits which are not used in the calendar year earned shall be carried over to the following calendar year. Credits used but not earned in the calendar year shall be deducted from the following

year's credits. At the Employer's discretion, proration may occur at the end of an employee's seasonal/school year employment period and any amounts due deducted from the employee's wages. In lieu of the deduction, the employee may elect to refund the Employer.

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

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

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

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

13/9/4A The Employer agrees that employees required to work on a holiday provided in 13/9/1 above shall be compensated for such holiday by receiving equivalent compensatory time off at a later date, and if a holiday provided in 13/9/1 above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. In addition, full time employees who are required (forced) to work a minimum of four (4) hours beyond their normally scheduled hours shall receive equivalent compensatory time off at a later date for all such hours worked which exceed their regularly scheduled hours.

13/9/4B When such compensatory time off is to be granted, it shall be taken in accordance with the vacation scheduling provision. The appointing authority may permit such time to be anticipated. Such compensatory time shall lapse if not used in the same calendar year. If such compensatory time off is taken in accordance with the vacation scheduling provisions of Section 6 of this Article, then 13/6/8 is applicable to such scheduled compensatory time off.

13/9/4C When the Employer decides to reconcile the paid leave balances of an employee who is or has been on s. 230. 36 and who has no time available to cover the use of legal holidays which were not earned because of the 230. 36 leave, the employee may be allowed to anticipate and use up to forty (40) hours of the following year's annual leave to cover the unearned legal holidays.

13/9/5 Holiday Premium Pay

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

Independence Day	July 4, 200 13	July 4, 200 23 <u>24</u>
Labor Day	September 31 , 200 13	September 26 , 200 23 <u>24</u>
Thanksgiving Day	November 22 <u>27</u> , 200 13	November 28 <u>25</u> , 200 23 <u>24</u>
Christmas Eve	December 24, 200 13	December 24, 200 23 <u>24</u>
Christmas	December 25, 200 13	December 25, 200 23 <u>24</u>
New Year's Eve	December 31, 200 13	December 31, 200 23 <u>24</u>
New Year's	January 1, 200 23	January 1, 200 33 <u>34</u>
Martin Luther King Jr. Day	January 21 <u>19</u> , 200 23 <u>24</u>	January 20 <u>17</u> , 200 33 <u>34</u>
Memorial Day	May 27 <u>31</u> , 200 23 <u>24</u>	May 26 <u>30</u> , 200 33 <u>34</u>

B. When January 1, July 4, or December 25 fall on Sunday and the holiday is observed on Monday, Sunday will be the designated day for holiday premium pay.

C. Employees who are scheduled to work on the Sunday holiday shall receive premium pay for the hours worked on Sunday.

D. Employees who are scheduled to work on Monday following a Sunday holiday shall receive their regular rate of pay for the hours worked and shall receive equivalent compensatory time off as provided under 13/9/4.

13/9/6 Holiday premium payments provided under this section, at the rate of time and one-half the employee's regular rate, shall be made in compensatory time off or cash payment, or combination thereof, at the discretion of the appointing authority.

13/9/7 (T) In work units where staffing patterns are different from those of a normal work day and where legal holidays are not included in a vacation or holiday scheduling agreement and the Employer has determined that work by bargaining unit employees is required on a holiday, the parties agree that seniority is one of the factors to be considered in scheduling of work.

In areas where holiday scheduling practices are in place, language in this section does not require changes.

Within the basic framework provided in this section, the implementation and provisions of scheduling of employees on holidays is a subject of local negotiations as provided in 11/2/8.

SECTION 10: Military Service

13/10/1A Annual Training

The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not 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 and annual field training or annual active duty for training and any other federal tours of active duty for training which have been duly ordered and held. Such paid leave shall not be granted to employees for absences of less than three (3) consecutive days.

The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed thirty (30) workdays. Such paid leave shall be granted to employees who are involuntarily called to services as a member of the active armed services of the United States as a direct result of mobilization or call up by the President as a result of a federal emergency. 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.

13/10/1B Active Military Service

The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed thirty (30) workdays. Such paid leave shall be granted to employees who are involuntarily called to services as a member of the active armed services of the United States as a direct result of mobilization or call up by the President as a result of a federal emergency. 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.

~~Employees eligible for paid leave under this section will be eligible for the payment of the Employer contribution of the health insurance premium for up to twelve (12) months of coverage from the date of call up under the following conditions:~~

~~A. the employee must be enrolled in a family plan at the time of the call up;~~

~~B. the employee must be receiving Employer contributions to health insurance at the time of the call up.~~

~~The twelve (12) months of coverage will include any payments made on behalf of the employee as the result of any other contractual, statutory, or other requirement, including, but not limited to, contributions prepaid in advance, contributions required during a leave of absence, and contributions made while the employee remains in pay status. Extended health insurance coverage under this section shall continue as provided above unless the employee or his/her designee notifies the appointing authority in writing to terminate the insurance within thirty (30) days of activation.~~

Employees activated for military duty in the U.S. armed forces are eligible to receive state health insurance benefits pursuant to s. 40.05 (4g), Wis. Stats.

13/10/1C Except as provided in 13/10/1B, 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. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

An employee granted unpaid military leave for less than three (3) consecutive days may, with supervisor approval, cover all or a portion of the leave with a voluntary schedule change, exchanging shifts with another employee(s) when the exchange is mutually agreed upon or by working to make up the lost time, provided that schedule changes or makeup time do not result in overtime.

13/10/2 The actual number of workdays granted an employee as military leave shall correspond to the number of workdays he/she is absent from his/her work station. The period of authorized leave shall be determined by 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.

13/10/3 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, 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 or state law, who are called into State active duty service to meet situations arising from war, riot, great 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.

13/10/4 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.

13/10/5 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

13/10/6 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 13/10/1B, under 13/10/1C, under s. 230.35(3), Wis. Stats., or under rules promulgated by OSER.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats. or under 13/10/1/A. or B. of this Agreement, the employee shall become eligible to receive

the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats., or 13/10/1/A. or B.

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.

13/10/7 If an employee who is eligible to receive the pay and benefits authorized under 13/10/6 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 13/10/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

SECTION 11: Jury Duty and Witness Status

13/11/1 The Employer agrees to provide an employee who is summoned for grand jury or petit jury duty 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. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for actual duty and only on call, the employee shall report back to work unless authorized by the appointing authority to be absent from his/her work assignment. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty pay status for the remainder of his or her shift.

13/11/2 The Employer shall grant time off without loss of pay to an employee who is directed by the Employer to appear as a witness in an action which arises out of the employee's employment.

13/11/3 Second or third shift employees called for jury duty will be temporarily transferred to a first shift for the period of jury duty. When a second or third shift employee who has been called for jury duty is temporarily transferred to a first shift, the Employer may change the schedule of another employee on the same or a different shift capable of performing the work to cover the regular shift of the employee called for jury duty. With the approval of the Employer, the employee may trade shifts to accommodate jury duty. Reverse order of seniority may be a consideration in determining shift changes. Such a change of schedule shall not result in the payment of overtime to either employee.

SECTION 12: Voting Time

13/12/1 An employee who is eligible to vote but is unable to vote during non working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his/her appointing authority at least two (2) workdays prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the appointing authority may designate the time of day that the employee shall be allowed the time off.

13/12/2 Election Officials

Employees who are appointed as Election Officials for public elections under the authority of the municipal clerk may serve without loss of pay for scheduled work hours on a public primary or general election day. Employees must submit to the supervisor a written request to be absent to serve as an Election Official at least seven (7) calendar days in advance of the election and must provide written verification from the municipal clerk of their appointment as an Election Official.

Any employee who is approved to be absent to serve as an Election Official shall provide the Employer with written proof of the amount of compensation that he/she receives as an Election Official. The employee may elect to receive his/her state pay OR the pay he/she receives for being an Election Official. If state pay is selected, the amount of pay for being an Election Official shall be deducted from the state pay. Management reserves the right to limit the number of employees approved for leave on any given election day, based on operational needs.

SECTION 13: Retirement

13/13/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board.

13/13/2 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.

13/13/3 Effective July 6, 1986, the Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

13/13/4 Effective January 1, 1996, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment contribution for general occupation employees.

13/13/5 In those cases where the Employer does not provide a pre-retirement counseling program, the Employer agrees to pay the attendance fee for all eligible employees and spouses who attend the pre-retirement counseling sessions presented by their local Vocational, Technical and Adult Education school.

~~SECTION 14: Length of Service Payment~~

~~13/14/1 The Employer agrees to provide an annual length of service payment to eligible employees. The payment schedule for the term of the contract shall be:~~

~~_____ A. _____ June 30, 2004 _____ a full year payment~~

~~_____ B. _____ June 30, 2005 _____ a full year payment~~

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

~~13/14/2 The amount of the length of service payment shall be based upon seniority date. No employee shall be granted more than one length of service payment for the twelve (12) month period beginning July 1 and ending the following June 30.~~

~~13/14/3 The schedule of payments shall be as follows:~~

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

~~13/14/4 To be eligible for the length of service payment the employee must have completed the required number of years prior to July 1 of the year in which payment is to be made.~~

~~13/14/5 Payments under this section to eligible employees shall be prorated according to the number of hours in pay status the employee had from July 1, 2003, to June 30, 2004, and July 1, 2004, to June 30, 2005, excluding any overtime hours worked.~~

SECTION 154: Meals While on Duty

~~13/154/1 Where facilities are available and in operation, the Employer will provide meals without charge to employees who are required, as a condition of employment, to take meals in the performance of assigned duties or responsibilities.~~

13/154/2 All of the following conditions must be met to be eligible for meals:

- A. The employee works a straight eight (8) hour or longer shift without an unpaid lunch period.
- B. Meals eaten while on duty must be taken at the employee's assigned work post.
- C. Meals are delivered to the employee's assigned work post or would have been if so requested and food service facilities are in operation at the location and at the time the meal is consumed.

13/154/3 Where full or part maintenance such as laundry, meals, lodging or quarters is furnished for the employee or his/her family, the employee shall be charged for the value of the allowance as established by the Secretary of the Department of Employment Relations based upon recommendations made by the employing agencies prior to the implementation of such charges. Implementation of such increased charges shall take effect thirty (30) calendar days after the Secretary's approval.

13/154/4 At institutions where facilities are available and in operation at the time of the meal break, the Employer will provide meals without charge to employees held over to work four (4) or more hours overtime.

SECTION 165: Hazardous Employment Status

13/165/1 The Employer agrees to continue in effect the present provisions and administration of s. 230.36(1), (2) and (3), Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment, except that Transportation Customer Representative Field Examiners shall be covered employees while:

- A. seizing drivers licenses and/or plates on revocations, cancellations, and suspension matters; and

B. during investigations relating to possible violations of the law.

In addition, when an employee is responding to or going to the scene of a disturbance while in work status or on the Employer's premises, or when engaged in crowd control, self-defense and riot training activities, they shall be covered employees. It is expressly understood that bargaining unit employees not specifically listed in s. 230.36, Wis. Stats., who work at institutions, including employees of the Veterans Home - King and administrative support employees who work in the Department of Corrections field offices are eligible for the benefits under this provision. A Correctional Officer or Youth Counselor who is injured as a result of an act of a visitor while attempting to maintain or enforce the institution's security regulations shall be eligible for coverage under the provisions of this section. Food Safety Inspectors, Meat Safety Inspectors, Agrichemical Specialists, Weights and Measures Inspectors, and Animal Health Inspectors in the Department of Agriculture, Trade and Consumer Protection, and Flammable and Combustible Liquid Product Inspectors in the Department of Commerce shall be covered by provisions of this section when injured by actions of operators or employees of a facility while performing their official duties at that work site. Child Care Counselors and Teacher Assistants at the Department of Public Instruction School for the Deaf and School for the Visually Handicapped shall be covered by provisions of this section when injured by actions of a student(s) while performing their official duties at that work site. Eligibility of all other employees shall be as provided under s. 230.36, Wis. Stats. For the purposes of this section the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the State Personnel Commission, shall not be applicable. The president of the local union shall be sent a copy of every injury report filed by an employee within seventy-two (72) hours after its completion.

13/165/2 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.

13/165/3 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee and the president of the local union of his/her decision to authorize or deny the claim.

13/165/4 If an employee's claim for benefits under this section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement.

13/165/5 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 Second 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.

13/165/6 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.

13/165/6A Employees on s. 230.36 leave who are unable to use earned personal holidays, compensatory time, annual leave, or legal holiday credits due to being off on s. 230.36 leave, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

13/165/7 Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Worker's Compensation--under no circumstances shall an employee receive more than his/her basic rate of pay for the job in which he/she was performing at the time of injury.

13/165/8 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers 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, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats:

SECTION 176: Travel and Lodging

13/176/1 In this section the following definitions shall apply:

“Assigned Headquarters” shall mean the facility or location to which the employee is normally assigned by the Employer as a headquarters and from which he/she performs his/her assigned duties.

“Work Site” shall mean any location designated by the Employer other than the employee’s assigned headquarters at which the employee performs his/her assigned duties.

13/176/2 The Employer agrees to continue in effect the provisions of s. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business. Employees covered by this Agreement shall receive any additional increases in reimbursement rates that the Employer may obtain under s. 16.53(12) and 20.916, Wis. Stats.

13/176/3 Automobile Expense Reimbursement - Travel reimbursement from home to a work site or to a pickup point:

A. Actual miles driven by the shortest practical route shall be used for reimbursement purposes instead of map miles.

B. Mileage payments from home to the assigned headquarters are not allowed.

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

D. When management determines that an employee’s vehicle is not required for travel to a work site removed from the assigned headquarters, the Employer will reimburse mileage from the employee’s home to an

approved pickup point which is in excess of the mileage from the employee's home to the assigned headquarters.

13/176/4 Rate of reimbursement

A. Automobile:

The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the state at a rate of thirty two and one-half cents (\$0.325) per mile.

B. Motorcycle:

Employees shall be reimbursed for the use of privately owned motorcycles on state business. The rate for reimbursement shall be sixteen and two-tenths cents (\$0.162) per mile, beginning on the effective date of the Agreement, subject to the following conditions:

1. Only one (1) individual may be transported on a single motorcycle.
2. The agency head may require travel by automobile if the travel costs are anticipated to be less than the costs of travel by motorcycle, such as when two or more state employees are traveling to the same destination.
3. Reimbursement for use of privately owned mopeds or bicycles on state business is not authorized.

4. The additional reimbursement rates authorized under 13/17/5 or 13/17/6 shall not apply to the use of motorcycles.

C. Airplane

The Employer agrees to reimburse any employee who is authorized and required to use a private airplane in his/her work for the state at the rate of thirty two and one-half cents (\$0.325) per mile.

13/176/5 An additional reimbursement at the rate of one cent (\$.01) per mile shall be paid to any employee for the use of his/her personal automobile when used for any or all of the following reasons: as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment. In addition, when an employee is authorized to use his/her vehicle on a construction project (including a pit, quarry, or to a bituminous mixing or concrete mixing site and survey work), or in woods or fields where trails, roads or portions thereof are not open to the public and not paved, the employee will be reimbursed at the rate of four cents (\$.04) per mile for such actual miles driven under these conditions, in addition to the rates listed above to which the employee may be eligible. The total amount which will be reimbursed under this section shall not exceed five cents (\$.05) per mile.

13/76/6 Reasonable charges for taxis and air limousines, including taxi tips at a maximum rate of 15% of the charge, are reimbursable when other modes of travel are not available or practical. Employees are required to obtain receipts where the cost of a one-way fare will exceed ~~fifteen dollars (\$15)~~ twenty-five (\$25) dollars.

13/176/7 When an assigned pool or state-owned automobile is available and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of state cars, including depreciation.

If an employee, because of certified medical reasons, is not able to utilize a state vehicle, he/she shall be permitted to use his/her personal vehicle at the rate provided under 13/17/4. (See Negotiating Note No. 1)

13/176/8 Meals - Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. However, exceptions to the fifteen (15) mile requirement may be granted by the agency heads or their designee(s). Employees shall be reimbursed without receipts for meals, according to the following schedule.

A. As of July 1, 2001:

Breakfast --	\$ 8.00
Lunch --	\$ 9.00
Dinner --	\$17.00

Maximum permitted amounts for individual meals in out-of-state cities, including tax and tip:

B. As of July 1, 2001:

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

13/176/9 The maximum allowable tip is fifteen percent (15%) of the meal claim. To be eligible for the noon meal reimbursement, agencies require that an employee leave his/her assigned headquarters station prior to

10:30 a.m. and return after 2:30 p.m.. For an employee whose scheduled hours of work are such that his/her workday would be completed prior to 2:30 p.m. (e.g. 5:00 a.m. to 1:45 p.m.), the above structure is inappropriate. For employees in travel status who work other than a 7:45 a.m.- 4:30 p.m. work schedule, a sliding corridor of four (4) hours will be used to determine eligibility for reimbursement for the noon meal. If an employee were to start at a time earlier than 7:45 a.m., the 10:30 a.m. to 2:30 p.m. time block would be moved back correspondingly. For example, an employee who starts at 6:45 a.m. would have to be away from his/her headquarters station from 9:30 a.m. to 1:30 p.m. to be eligible for the noon meal reimbursement, provided all other requirements are met. Exceptions to the provisions in this paragraph may be made at the sole discretion of the Employer.

Those employees in the Professional Social Services bargaining unit who are working on a flextime schedule are only eligible for the noon meal reimbursement if they leave their headquarters station prior to 10:30 a.m. and return after 2:30 p.m., unless mutually agreed otherwise.

Employees, to be eligible for the breakfast reimbursement, must leave home before 6:00 a.m.. Employees, to be eligible for a dinner meal, must return home after 7:00 p.m..

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

13/176/10 As of the effective date of this Agreement, employees shall be paid a flat rate of four dollars (\$4.00) for each bag meal.

All of the above amounts include tax and tip.

13/176/11 Requests for reimbursement for amounts in excess of the above schedule must be accompanied by a receipt and full explanation of the reasonableness of such expense.

13/176/12 Lodging - Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amount set forth below.

As of July 1, 2001 - \$72.00 per night in Milwaukee, Racine and Waukesha counties, plus any applicable taxes.

As of July 1, 2001 - \$62.00 per night in counties other than Milwaukee, Racine and Waukesha, plus any applicable taxes.

Employees on field assignment shall not be required to share a room.

13/176/13 When employees are assigned to training programs, the Employer will not require sharing of rooms for more than two (2) consecutive nights when the room is furnished with two (2) normal motel room beds (excluding hide-a-bed or rollaway) nor will there be more than two (2) employees per room. The above limitations do 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 the co-employee with whom he/she wishes to share a room, the non-smoking preference, and health or religious related dietary needs identified by the employee.

13/176/14 Parking - Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using his/her own personal car or an assigned car. This is based on the assumption that the employee is removed from his/her assigned headquarters.

13/176/15 Miscellaneous - Travel Expenses - While the use of credit cards is encouraged, travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50). Such advance shall not exceed eighty percent (80%) of the estimated expenses.

13/176/16 One personal call home per day is reimbursable up to five dollars (\$5.00) each for the following conditions:

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

SECTION 187: Administration of Worker's Compensation Benefits

13/187/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the Employer shall make an initial determination as to whether the injury was job related; and if so, the Employer may authorize payment for temporary disability as specified in the Worker's Compensation Act.

13/187/2 In the event the Employer makes an initial determination that an injury or disease is job related and authorizes payment for temporary total disability as specified in the Worker's Compensation Act or until the Department of Administration makes a decision, whichever is first, the Employer shall continue to pay its share of Health Insurance premium as provided in Article XIII, Section 1 for the period of the temporary total disability.

13/187/3 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 XIII, 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.

13/187/4 Employees on Worker's Compensation benefits who are unable to use earned personal holiday, compensatory time, annual leave, or legal holiday credits due to being on Worker's Compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

SECTION 198: Standby/On Call

13/198/1 (BC, AS, SPS, T, LE) Standby When the Employer requires that an employee must be available for work and be able to report in less than one (1) hour, the employee shall be compensated on the basis of a fee of eighteen dollars (\$18.00) for each on call eight (8) hour period, or portion thereof, for which the employee is in standby status. The Employer shall make a reasonable effort to notify those affected employees of their release from standby status.

13/198/2 On Call: When the Employer requires that an employee respond to contact by either a beeper, pager or cell phone while off duty, the employee shall receive one (1) hour of compensatory time credit or pay for each calendar day where such response is required. In no case shall an employee receive both standby pay and on call compensatory time during the same offwork time period.

Bargaining Note: This section is inapplicable to Social Workers in the Milwaukee Child Protections Services Program, Department of Corrections Clinical Service staff employees, and Probation and Parole

Agents, who are otherwise covered under the provisions of Article VI, Section 16 and Memorandum of Understanding Nos. 17 and 18.

SECTION 2019: Hostage Leave

13/2019/1 For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

13/2019/2 An employee who alleges that he/she has suffered an injury as a result of being taken hostage, and whose injury is not covered under section 13/16/1 or 13/18/1 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

A. Psychiatrically-prescribed treatment and/or counseling services; and/or

B. A leave of absence without loss of pay or benefits for a period of time not to exceed forty-five (45) calendar days from the date of the conclusion of the hostage event.

13/2019/3 If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under subsection B above, or the employee needs continued treatment or counseling as provided under 13/20/1 above, all benefits provided under this section shall cease and the Employer shall place the employee on Worker's Compensation as provided under Article XIII, Section 8 of this Agreement. The employee shall continue to be covered by Worker's Compensation until the psychiatrist determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the

employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.

SECTION 210: Catastrophic Leave

13/210/1 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.

13/210/2 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.

13/210/3 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 representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one classified non-represented employee, and designated Employer representatives will comprise a joint committee.

13/210/4 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 classified state employee having access to a Catastrophic Leave Program.

13/210/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with the provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

13/210/6 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.

13/210/7 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.

13/210/8 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 sixty (160) hours.

D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family 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).

13/210/9 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 twenty-four (24) 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.

13/210/10 An applicant may consult with their Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an employee's disability may be considered.

13/210/11 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.

13/210/12 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

SECTION 221: Employee Funded Reimbursement Account

13/221/1 The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

SECTION 232: Calls at Home

13/232/1 For FLSA non-exempt employees, if the Employer contacts the employee at home about job-related business, the employee shall be credited with work time for all such calls. In no case shall the employee receive less than a single one-half (1/2) hour credit per day for such calls under this section. For purposes of this section, examples of job-related business calls include:

- A. Calls regarding specific patient treatment procedures,
- B. Questions regarding operation of equipment,
- C. Clarification of instructions,

D. Repair procedures.

Examples of non-job-related business calls include:

- A. Calls made to call an employee back to work,
- B. Availability for overtime,
- C. Scheduling changes.

Bargaining Note: This section is inapplicable to Probation and Parole Agents, who are otherwise covered under the provisions of Article VI, Section 16 and Memorandum of Understanding No. 18.

SECTION 243: Critical Incidents

13/243/1 When the Employer determines that an extraordinary event has occurred which has the potential for causing significant mental or physical trauma to an employee(s), the appointing authority or designee may initiate treatment and support services provided in 13/20/2 and 13/20/3. It is expected that debriefing of affected employee(s) will occur and that the incident will be reviewed to determine any additional services, which may be necessary. Procedures of this section are not subject to the grievance procedures; however, they are an appropriate topic for labor/management meetings.

SECTION 254: Specialized Disaster Relief Services

13/254/1 Employees covered under this Agreement shall be covered under s. 230.35(1)(g)1 and (3)(e), Wis. Stats., regarding leaves of absence for participating in specialized disaster relief services.

ARTICLE XIV

NO STRIKE OR LOCKOUT

SECTION 1: General

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

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

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

14/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall 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 shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

14/1/4 The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

SECTION 2: Dispute Resolution

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