



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 10 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.

MEMORANDUM OF UNDERSTANDING NO. 4
20013 - 20035 AGREEMENT

**METHOD TO IMPROVE COMMUNICATIONS BETWEEN REGIONAL
MANAGERIAL STAFF AND PROBATION/PAROLE AGENTS:**

The parties agree that communications between probation/parole agents and managerial staff are encouraged within the regional level. The parties agree to attempt to resolve the issues via tele-conferencing, whenever possible. If this does not produce satisfactory results, a meeting may be scheduled between the parties to review the issues. The regional managerial staff are encourage to resolve agent concerns at the local level.

MEMORANDUM OF UNDERSTANDING NO. 5
2001 - 2003 AGREEMENT

Correctional Sergeant and Youth Counselor Advanced Demotion

Employees classified as Correctional Sergeant or Youth Counselor - Advanced shall be allowed to voluntarily demote to a Correctional Officer or Youth Counselor, respectively, by applying for transfer to those positions under provisions of Article 7/3/1 and shall be considered equally with all other transfer requests. Present provisions of ER MRS 17.04 shall apply.

Upon demotion, employees classified as Correctional Officer or Youth Counselor shall have immediate transfer rights to positions under the provisions of Article 7/1/1.

MEMORANDUM OF UNDERSTANDING NO. 6

2001 - 2003 AGREEMENT

CORRESPONDENCE/MEMORANDUM

State of Wisconsin

Date: September 6, 1995

To: Ben H. Mendez, Lieutenant
Bureau of Support Services

From: William L. Singletary, Administrator
Wisconsin State Patrol

Subject: HEPATITIS B VACCINATIONS FOR POLICE COMMUNICATION OPERATORS

In reviewing our policy that defines which employees are deemed to be at risk of exposure to Hepatitis B, we have decided to make the Hepatitis B Vaccination series available to Police Communication Operators (PCO's) on a statewide basis.

Please organize a program to allow the vaccination series to be administered to those PCO's that wish to participate. As with troopers and inspectors, it will be necessary to maintain a data base to track the program and insure availability of the vaccination series to new employees.

WLS:bhm

c: Colonel Hlavacka
Lt. Colonel Schumacher

Major Moore
Captain Young
District Captains
District Lieutenants
Police Communication Supervisors

MEMORANDUM OF UNDERSTANDING NO. 7
~~2001-2003~~ 2003-2005 AGREEMENT

During the course of negotiations for the 1999-2001 Agreement with the Wisconsin State Employees Union, concerns were raised pertaining to interpersonal conflicts in the workplace, including favoritism, verbal abuse, and retaliation, and the need to resolve these issues in the best interest of morale and productivity, the Employer agrees to the following: where such problems are perceived, employees may bring these issues to the attention of the appropriate level of management.

It is the intention of this memorandum of understanding that the problems to be addressed in this manner are matters not grievable under other language of this contract. In addition, it is the understanding of the parties that the appropriate level of management will be the lowest level of management that can effectively address the issue.

This memorandum of understanding will be reviewed and may be extended by mutual agreement in the next set of negotiations.

MEMORANDUM OF UNDERSTANDING NO. 8
2001 - 2003 AGREEMENT

CORRESPONDENCE/MEMORANDUM

State of Wisconsin

Date: September 6, 1995

To: Internal Bargaining Committee
Wisconsin State Employees Union

From: Ben Mendez, Lieutenant
Wisconsin State Patrol

Subject: UNIFORMITY OF EMPLOYEE FILE FOLDER

The Division of State Patrol has appointed a Project Action Team (PAT) to deal with uniformity in employee file folders. We agree to include a mutually agreed upon nonvoting union member as part of that team.

The mutually agreed upon nonvoting union member will be invited to attend organizational and working meetings whether held in person or by teleconference.

c: Administrator Singletary
Colonel Hlavacka
Lt. Colonel Schumacher

MEMORANDUM OF UNDERSTANDING NO. 9
20013 - 20035 AGREEMENT

MEMORANDUM

Date: May 25, 1995

To: Local Union and Employer Representatives

From: Martin Beil, Executive Director
AFSCME Council 24, WSEU
Jon Litscher, Secretary
Department of Employment Relations

Subject: Consensus/Win-Win Communications at Local Union/Management Meetings

During the course of discussions during the 1995-1997 labor contract negotiations with the Wisconsin State Employees Union, there was agreement between the parties on the concept of implementing the Consensus, or "Win-Win" model of communications at local Union/Management meetings.

It is recognized by the parties that it is in our mutual interest to facilitate a problem-solving methodology when discussing issues at local Union/Management meetings. Therefore, both WSEU and DER strongly encourage Union and Employer representatives to implement a Consensus or Win-Win methodology when engaging in items of mutual concern in local Union/Management meetings.

MEMORANDUM OF UNDERSTANDING NO. 10
20013 - 20035 AGREEMENT

MEMORANDUM

Date: August 30, 2002

To: Martin Beil, Executive Director
AFSCME Council 24

From: Peter Fox, Secretary
Department of Employment Relations

Subject: Employee Referral Service (ERS)

The Division of Merit, Recruitment & Selection (DMRS) has implemented the Employee Referral Service (ERS) effective February 13, 2002. This service will be advantageous for both employees and managers with vacant positions by assisting laid off or at risk employees in locating vacant positions throughout state service for which they may be qualified and providing managers with another cost effective source of qualified candidates.

It is DER's intent to make the ERS available for use by employees and managers until such time as the current fiscal environment which gave rise to the need for the ERS improves.

MEMORANDUM OF UNDERSTANDING NO. 11

20013 - 20035 AGREEMENT

May 1, 1995

MEMORANDUM

To: Agency Heads
Agency Business and Finance Directors
Agency Human Resources Directors

From: Jon E. Litscher, Secretary
Department of Employment Relations

Subject: **Dues Deduction Collections (Article II, Section 2/7)**

During the course of negotiations for the 1995-97 Master Agreement with the Wisconsin State Employees Union, the matter of adjustments to mistaken dues deductions was discussed. Specifically, it came to the attention of the Employer that in some cases, where an excessive amount of dues has been erroneously deducted from an individual's wages, agencies have taken it upon themselves to correct the over-deduction by adjusting the deduction in the following pay period. There is generally no correction where an insufficient amount has been deducted.

The provisions of Article II, section 2/7 hold the Employer harmless for errors made in dues deduction, and are intended to prevent the excessive entanglement of the Employer in that process. Therefore, it is the purpose of this memorandum to remind Agency Business and Finance Departments and payroll officers not to unilaterally correct excessive dues amounts collected in error from WSEU-represented employees. The appropriate recourse for an employee who has had an excessive amount of dues deducted is for that employee to contact the Union directly.

Agencies should continue the practice of making no correction, except for future transactions where necessary for insufficient deduction amounts.

cc: Agency Payroll Managers

MEMORANDUM OF UNDERSTANDING NO. 12
20013 - 20035 AGREEMENT

MEMORANDUM

Date: May 23, 1995

To: All WSEU Represented Employees

From: Martin Beil, Executive Director
AFSCME Council 24, WSEU
Jon E. Litscher, Secretary
Department of Employment Relations

Subject: Direct Deposit of Payroll Checks

During the course of discussions during the 1995-97 labor contract negotiations with the Wisconsin State Employees Union, problems with paycheck distribution were identified by both WSEU and Employer representatives. Items of concern identified by the parties include: security against lost or stolen checks, the considerable increase in the cost of postage and handling in recent years, paychecks which are lost in the mail cause significant delays in the availability of employee funds, the time and expense of canceling and reissuing checks to replace those that were originally lost (including remailing the replacement checks), and the need to maintain detailed records of reissues for reconciliation purposes.

It is recognized by the parties that it is in the best interest of both to minimize unnecessary delays and expenses related to the distribution of payroll checks. Therefore, both WSEU and DER strongly encourage all state employees to set up direct deposit of payroll checks with their financial institution(s).

Direct deposit would virtually eliminate problems that are currently being experienced by both the employees and the agency payroll offices.

MEMORANDUM OF UNDERSTANDING NO. 13
20013 - 20035 AGREEMENT

LAYOFF

The Employer and the Union agree that retaining career-oriented, permanent employees is in the best interest of the State.

The Employer believes that the State must protect the investment it has made in its work force. To this end, the Employer is committed to the notion that State agencies must maintain the most effective and efficient employees. In view of State budget reductions, the Employer will encourage and adopt innovative techniques that enhance the effectiveness of current civil service procedures. To that end, DOSER, DMRS and all State Agencies will use the Employee Referral Service (ERS) as outlined in DOSER Bulletin MRS-223/CLR/POL-70, dated February 13, 2002, to retain the most qualified employees.

During this biennium, agencies may be required to significantly reduce their budgets, resulting in the potential displacement of permanent employees. In order to protect the State's investment and ensure the quality of State services, the parties agree to the following:

- In those employing units affected by staff reductions, the Employer will review its staffing needs and allocation patterns to retain permanent employees where possible. The Union will make every effort to cooperate with the Employer in the mutual interest of maintaining employment for potentially displaced employees.
- All State agencies will make every effort to accommodate and provide services to qualified permanent employees in layoff status prior to hiring non-state employees.
- DOSER has implemented a system which will help achieve the State's "no layoff" goal and will continue to maintain the ERS for the life of this Agreement.
- If operations, functions and employees are moved from one agency to another and as a result, layoffs are generated, the affected employees will have restoration and reinstatement rights as outlined in Article VIII, Layoff Procedure, of this Agreement.
- The Employer will give consideration to accommodate qualified full-time permanent employees who are in layoff status from other employing units and agencies prior to utilization of the hiring process or engaging programs (i.e., Wisconsin Conservation Corps, Badger State Industries, etc).
- The Employer and the Union will work together to secure funding for the purpose of establishing re-training programs focused on displaced state workers.

The above provisions will be in place for the duration of the 2001-2003 collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING NO. 14 Amended

20013-20035 AGREEMENT

DEPARTMENT OF CORRECTIONS

The parties agree that during the course of the 2001-2003 labor Agreement, the following practices and procedures will be followed regarding Probation and Parole Agent caseloads:

- By mutual agreement, 215 points* comprise a full caseload and is predicated on a forty (40) hour workweek.
- If a caseload exceeds 215 points*, the supervisor will have five (5) work days to provide relief by considering a number of options, including assigning work to another agent or waiving standards. If the point total cannot be reduced in those five (5) work days, the agent will be allowed to work one (1) hour of overtime per week for every 5.5 points his/her caseload exceeds the 215 point* standard.
- Some limited specialized work units will be excluded from the 215-point caseload maximum. Mutual agreement as to these work units will be worked out between the Secretary of the Department of Corrections, the Regional Chief(s), DOC Employment Relations, AFSCME Council 24 and the local union.

For the Union

Martin Beil
Executive Director,

For the Employer

Matthew J. Frank
Secretary

*Points listed are by mutual agreement and for the sole purpose of implementing this memorandum of understanding.

MEMORANDUM OF UNDERSTANDING NO. 15
20013 - 20035 AGREEMENT

The Employer and the Union agree that it is in the interests of the parties to explore the possibility of implementing "Alternative Dispute Resolution" programs.

The parties agree to establish a Joint Study Committee to review the concepts and applications of alternative dispute resolution programs. The Joint Committee will be composed of an equal number of representatives from Council 24, AFSCME, and the State of Wisconsin. The Joint Committee will meet during the term of the Agreement and provide its report to the parties by no later than December 31, 1998. Employees who are appointed by Council 24 as representatives to this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.

MEMORANDUM OF UNDERSTANDING NO. 16

20013 - 20035 AGREEMENT

In regards to Probation and Parole Agents in the Department of Corrections, Article 6/2/2 (PSS) and Article 6/2/2 (ALL) shall be interpreted as follows:

The parties agree that Probation and Parole Agents work flexible schedules within a 40-hour work week, allowing adjustment around the beginning and ending times. Work schedules will normally be determined on a weekly basis with schedule approval by the supervisor.

It is understood that compensatory time will be earned only under the following conditions and that an agent's hours will not be reduced to conform to a 40-hour work week.

- Telephone calls received under Article 6/16/2 (PSS) and Article 6/16/3 (PSS) of the labor agreement.
- Employer directed work time outside of the approved work schedule. This is work time specifically directed in advance by a supervisor and includes attendance at court hearings and revocation hearings.
- Employer approved work time outside of the approved work schedule. This is work time (normally approved in advance) where the supervisor determines that the agent cannot flex his/her schedule in order to stay within a 40-hour work week due to workload demands.
- Emergencies that occur during non-work hours. An emergency is defined as an offender related incident that poses a threat to the public safety which, if not immediately addressed, may result in irreparable harm to the community or the offender.

The parties agree to review and discuss this memorandum of understanding as to its workability.

For the Union

For the Employer

Karl Hacker

5/13/96

Michael Sullivan

5/13/96

MEMORANDUM OF UNDERSTANDING NO. 17
20013 - 20035 AGREEMENT

Beepers

In response to the Union's concerns that Social Workers in the Milwaukee Child Protection Services Program, and the Department of Corrections Clinical Service Staff employees, because of the nature of their positions, are required to carry "beepers" during off-duty hours and respond to work-related calls, the Department of Health and Family Services, and the Department of Corrections, through this Memorandum of Understanding agrees that:

A. Those Social Workers and Clinical Service employees, required to respond to contact by beepers or pagers during off-duty hours, shall be informed of this requirement by their supervisor.

B. A Social Worker or Clinical Service employee, required to respond to contact by beeper, or pager, during off-duty hours, shall be entitled to the following compensation:

1. A fee equal to one (1) hour of pay at the employees current hourly rate of pay for each regularly scheduled day of the work week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum of five (5) hours of pay per work week. This payment, or fee, shall not increase the employees hours for the purpose of the calculation of overtime.

2. A fee of twenty-four dollars (\$24.00) for each regularly scheduled off day of the week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars (\$48.00) per calendar week.

The above provisions will be in place for the duration of the ~~2001-2003~~2003-2005 WSEU collective bargaining agreement.

For the Employer,
Department of Health and Family Services

For the Union, Council 24

Kenneth DePrey

Martin Beil

Department of Corrections

Hamdy Ezalarab

MEMORANDUM OF UNDERSTANDING NO. 18

~~2001-2003~~ 2003-2005 AGREEMENT

During the course of negotiations for the 1997-99 Agreement with the Wisconsin State Employees Union, Local 2748 raised concerns regarding the perception that some Probation and Parole Agents were being required to carry "beepers" during off-duty hours and respond to work-related calls.

In regards to this concern, the Department of Corrections, through this Memorandum of Understanding, would like to clarify the use of beepers and/or pagers by Probation and Parole Agents during off-duty hours.

The Department agrees that Probation and Parole Agents will not routinely be required to respond to contact by beepers or pagers during off-duty hours. Should a supervisor believe that it is necessary for a Probation and Parole Agent to respond to contact by a beeper or pager during off-duty hours, the decision to authorize such a requirement shall be made by the Division Administrator. In the event that a Probation and Parole Agent is required to respond to contact by a beeper or pager during off-duty hours, the agent shall be informed of this requirement in writing.

Once a probation and parole agent is informed in writing of the requirement to respond to contact by beeper or pager during off-duty hours, he/she shall be entitled to the following compensation:

- X A fee equal to one (1) hour of pay at the employee's current hourly rate of pay for each day of the week (Monday - Friday) that the employee is required to respond to contact by beeper or pager during off-duty hours. This payment shall not increase the employee's hours for the purposes of the calculation of overtime.
- X A fee of twenty-four dollars (\$24.00) for each Saturday and/or Sunday that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars (\$48.00) for the weekend.

The above provisions shall be in place for the duration of the ~~2001-2003~~ 2003-2005 collective bargaining agreement.

For the Employer,
Department of Corrections

For the Union, Council 24

Eurial Jordon

Martin Beil

William Grosshans

June 13, 1997

MEMORANDUM OF UNDERSTANDING NO. 19
~~2001—2003~~ 2003-2005 AGREEMENT

During the course of negotiating the 1997-1999 Agreement, there were discussions regarding the mutual benefit of the development of an electronic contractual transfer system. Both the Union and the Employer recognized that many factors would affect the development of such a system and that establishing a deadline for implementation was unrealistic. Both parties agreed to recommend that steps be taken when possible toward the development of an electronic transfer system. The recommendations of the Transfer Committee will be incorporated in a letter to Robert Lavigna, Administrator of the Division of Merit Recruitment & Selection. The letter would contain the following language:

The Transfer Committee of the 1997 State of WI/WSEU bargaining team devoted a great deal of time to the electronic posting of transfer opportunities throughout Wisconsin state civil service. We recognized that technology is not yet standardized among all state agencies and that many other factors would impact the development and use of such a system. Rather than pursuing contract language requiring the development of a system now, the committee unanimously opted to recommend to OSER that steps be taken toward the development of an electronic transfer posting for all civil service transfer opportunities.

We were particularly impressed with the existing Layoff Referral System, and believe that it could easily be the foundation for electronic transfer postings. Stan Rogers, from the Wisconsin Department of Administration, met with our committee and suggested that a relatively small amount of programming would be needed to expand the Layoff Referral System to include the features we would like the future Electronic Transfer Posting System to contain.

Due to the short posting periods for transfer eligibility, and the mail service delays experienced by many rural Wisconsinites, the committee would like the future Electronic Transfer Posting System to be an interactive system, which would permit candidates to apply or respond directly from the posting. Building on the current Layoff Referral System's interactive features with participating agencies, we would like each listing to contain a button to click on which would bring up an electronic application form. Candidates should be able to complete their individual information and electronically send it to the sponsoring agency. The sponsoring agency should be able to preselect where transfer responses arrive--a particular Personnel Specialist, or a dedicated electronic mailbox. Additionally, since some transfer postings require submission of a resume, we would like a template to be available with the click of a button for candidates to complete and send electronically.

Lastly, we would expect the future Electronic Transfer Posting System to be accessible by Email, the Internet and Usenet. Since not all candidates are computer-literate or have access to a connected computer, we would expect the future system to be supplemental to existing agency contractual transfer procedures.

In summary, we urge you to incorporate the building of an Electronic Transfer System into your business plans as soon as possible. The system should:

- Build upon the existing Layoff Referral System structure and procedures
- Be interactive with the use of “hot buttons”
- Contain user complete & send application forms
- Contain user complete & send resume templates
- Contain pre-targeted response buttons for easy, accurate applications
- Automatic purging of listings at expiration
- Remote access for direct uploading of vacancies by sponsoring agency
- Accessible by Email, Internet and Usenet
- Be complementary to existing agency transfer procedures

This provision will sunset on June 30, ~~2003~~2005 unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 20
2001 - 2003 AGREEMENT

DOT Law Enforcement Vehicles

(LE) The parties agree that the subject of sufficient law enforcement vehicles available for assignment to all sworn law enforcement officers in the Division of State Patrol will be a proper subject for labor/management discussions.

For the Employer

For the Union

Department of Transportation

For the Union, Council #24

Darren Price

Karl Hacker

MEMORANDUM OF UNDERSTANDING NO. 21

20013 - 20035 AGREEMENT

Joint Independent Medical Examiners

During the course of the 1999-2001 contract negotiations, discussions were held concerning the establishment of a system of selecting mutually agreed-upon physicians to perform Independent Medical Examinations for the purpose of resolving conflicting evidence and disputes relating to the medical condition(s) of employees.

It is the mutual interest of the parties that the ~~Department~~Office of State Employment Relations and WSEU Council 24 meet and collaborate in an attempt to establish a program and procedures for mutually agreed-upon Independent Medical Examiners and/or Examinations.

MEMORANDUM OF UNDERSTANDING NO. 22

2001 - 2003 AGREEMENT

State Patrol Residency Policy

(LE) During the course of negotiating the 1999-2001 Agreement, there were extensive discussions in the Law Enforcement Bargaining Committee regarding Residency Requirements established within the Division of State Patrol. It was clearly identified that there were many interests/concerns in regards to residency by both the Employer and the Union. Several options were also identified through discussions. It is the intent of this memorandum to state clearly that the Division of State Patrol Management maintains a constant and consistent interest in the concerns of its employees. Because of the magnitude of this issue, it is understood that the

Division of State Patrol and AFSCME Council 24, WSEU, Local 55 will handle this issue through Division Labor/Management meetings.

MEMORANDUM OF UNDERSTANDING NO. 23

2001 - 2003 AGREEMENT

Parking and Transit

(AS, BC) During the course of the 1999-2001 negotiations, the Union and the Employer attempted to address mutual concerns regarding parking and transit issues. These included, but are not limited to costs to all parties, pollution, inefficient land use and wasted time and resources. It was agreed to encourage the establishment of a Joint Committee to consider parking and transit problems and recommend solutions. The Committee is particularly encouraged to examine existing programs such as the "Commuter Value Pass" at the University of Wisconsin – Milwaukee, the "Transit Pass/Fare Cutter Card" at the University of Wisconsin – Madison, etc. The Committee should include at least one (1) Union representative who works in such a program.

MEMORANDUM OF UNDERSTANDING NO. 24

2001-2003 AGREEMENT

(AS, BC) A Joint Committee on Alternative Work Patterns, consisting of three (3) representatives designated by the Union and three (3) by the Employer, shall be established for the purpose of developing resource document(s) to aid in addressing Alternative Work Patterns as provided for in Article 6, Section 15. Members of this committee shall serve without loss of pay or benefits.

MEMORANDUM OF UNDERSTANDING NO. 25

2001 - 2003 AGREEMENT

TEMPORARY TRANSACTION RATE FOR SELECT VOLUNTARY DEMOTIONS
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

The parties agree that during the course of the 2001-2003 Labor Agreement, the Department of Agriculture, Trade and Consumer Protection will continue a pilot program that will allow employees classified as Food Safety Inspector-Objective and Meat Safety Inspector-Objective to voluntarily demote as follows:

- Voluntary demotion to a different geographic headquarters location.
- Employees classified as a Food Safety Inspector-Objective who request and are appointed on a voluntary demotion to a Meat Safety Inspector-Entry position will maintain their current rate of pay for one year (temporary transaction rate).
- Employees classified as a Meat Safety Inspector-Objective who request and are appointed on a voluntary demotion to a Food Safety Inspector-Entry position will maintain their current rate of pay for one year (temporary transaction rate).

If, at the end of that one year, management determines that the employee has not met the criteria to be reinstated to the objective level of their current Entry level classification, the temporary transaction rate will cease and the employee's base pay will be set at the grid rate that corresponds to the employees grid seniority in their current Entry level classification.

Exercising the voluntary demotion procedure outlined in this memorandum of understanding does not supersede the provisions of 7/1/1.

The above provisions will be in place for the duration of the 2001-2003 collective bargaining agreement. The parties agree to review this memorandum of understanding during the next contract negotiations and by mutual agreement may extend the provisions outlined above.

MEMORANDUM OF UNDERSTANDING NO. 26
2001-2003~~2003-2005~~ AGREEMENT
INJURED WORKERS RE-EMPLOYMENT

It is mutually agreed that it is in the best interest of the State to retain capable, trained employees and to protect the investment it has made in its workforce.

If/When the Employer determines an employee has a bona fide worker's compensation or s. 230.36 claim, and the employee can no longer perform the essential functions of his/her current position, the Employer, prior to medical termination/prior to medical termination, in accordance with s. 230.37(2), Wis. Stats., will make a good faith effort to do the following: transfer the employee to a position which requires less arduous duties; demote the employee; place the employee in a part-time position; or as a last resort, dismiss the employee. Prior to dismissal, the Employer will refer the employee to the State Injured Worker Re-employment Program, which will assess the employee's skills and work with the Employer to evaluate reasonable accommodation options that may avoid the medical termination. The referral to the program may occur at the employee's request when the Employer receives medical verification that the employee may no longer be able to perform the essential functions of the position at the end of healing. The referral shall occur at least sixty (60) days prior to the effective date of the medical termination.

When an employee is notified that medical termination is being considered, the local union president will be notified. Within ten (10) calendar days of this notification (unless mutually agreed to otherwise), at the Union's request, the Employer and the designated union representative will meet to discuss the employee's options.

Prior to medically terminating the employee, the Employer will make a good faith effort to meet or teleconference with the employee to discuss the employee's options. The employee will be offered a designated union representative to be present at the discussion. Inability of the designated union representative to be present shall not unduly delay the discussion.

A grievance filed in response to a medical termination will be covered under 4/2/10 of this Agreement.

If the employee is medically terminated and is referred to the State Injured Worker Re-employment Program by a risk management examiner, the Program will provide information about vocational rehabilitation, including DVR programs, and on employment, including training and possible re-employment for vacant positions that may be suitable for the employee.

If the employee voluntarily accepts a position that results in a reduction in their rate of pay as a result of a s. 230.36 injury, his or her pay shall be set in accordance with section E./2. of Appendix 5 of the Agreement.

MEMORANDUM OF UNDERSTANDING NO. 27
2001-2003 AGREEMENT

Security and Public Safety Unit (SPS)
TRANSFERS

Within Department of Corrections institution employing units, Youth Counselors and Correctional Officers who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave shall be considered eligible to transfer pursuant to Article 7/1/1.

Other state agencies may consider SPS employees who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave for transfer on a case-by-case basis.

This provision will sunset on June 30, 2003 unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 28
2001 - 2003 AGREEMENT

Department of Corrections

Within the Department of Corrections, when it is determined that an employee has been wrongfully ordered for overtime, the appropriate remedy shall be as follows, unless otherwise agreed locally:

- 1) The employee will have the option of choosing cash or compensatory time for the ordered time;

- 2) If after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent period. Example: If an employee is wrongfully ordered for four (4) hours of overtime, if his/her next overtime opportunity is in excess of four (4) hours, the employee will have the option of cash or compensatory time for four (4) hours of those overtime hours. The remainder of the overtime will be paid as the Employer may elect.

This memorandum of understanding shall sunset on June 30, 2003 unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 29

2001 - 2003 AGREEMENT

Machinist Apprenticeship

Apprenticeship

Department of Workforce Development

Dear:

We request assistance in developing and implementing an apprenticeship program in the trade of machinist at the University of Wisconsin – Madison for Instrument Makers and Mechanics. There has been some limited experience with apprenticeships in this area, but we are seeking to create a more permanent joint initiative.

Both the Wisconsin State Employees Union and the University of Wisconsin – Madison are excited about working together to make this program successful. We feel strongly that we can add value to our work force and ultimately benefit the affected employees. Please contact either of us to initiate the process.

Thank you for your cooperation.

Sincerely,

Martin Beil, Executive Director	James Stratton, Director
Wisconsin State Employees Union	Classified Personnel
Telephone: 836-0024	University of Wisconsin – Madison
	Telephone: 262-3806

**MEMORANDUM OF UNDERSTANDING NO. 30
2001 - 2003 AGREEMENT**

Between

**AFSCME Council 24, Wisconsin State Employees Union (WSEU) and
the Department of Natural Resources (DNR)**

During negotiations on the 1999-2001 WSEU Collective Bargaining Agreement, the WSEU/DNR Negotiating Subcommittee began discussions on the issue of transfer between the classifications of Environmental Warden, Safety Specialist Warden and Special Investigative Warden and voluntary demotion from these classifications to Conservation Warden.

The parties agree that this issue will continue to be a subject for discussion between representatives of DNR, AFSCME Council 24 and WSEU Local 1215 during the term of the 2001-2003 Agreement. Up to three (3) bargaining unit employees will participate in meetings without loss of pay.

MEMORANDUM OF UNDERSTANDING NO. 32
20013 - 20035 AGREEMENT

Experiential Recreation Specialists and Youth Counselors

In response to the Union's concern that Experiential Recreation Specialists and Youth Counselors, because of the nature of their positions, are required to camp overnight with youth, the Department of Corrections through this Memorandum of Understanding agrees that:

- A. A sleep-time equal to one (1) hour of base pay will be paid for each night that the employee is required to camp overnight with youth.
- B. This fee shall not increase the employee's hours for the purpose of the calculation of overtime.
- C. This fee is in addition to wages paid for actual work time, including interrupted sleep-time.

MEMORANDUM OF UNDERSTANDING NO. 33
20013 - 20035 AGREEMENT

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong relationship between Labor and Management at all levels of state government at work sites across Wisconsin.

It is further agreed that the Union and Management will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as the result of improved cooperation. Such cooperation is intended to create opportunities for each employee (whether Union official or Manager, represented or non-represented employee) to work individually and collectively to strengthen and change state government for the better.

It is agreed that the emphasis will be on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on "interests" rather than "positions" and emphasizing objective rather than personally subjective criteria and data to evaluate and select options.

Finally, it is agreed that in the interest of fostering a strong Labor/Management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all appointing authorities and Union officials to take steps toward "institutionalizing" cooperative and collaborative work improvement projects at all levels of state government. It is expected that the parties will identify mutual problems and concerns and will mutually develop action plans for their resolution. Further, it is recommended that project teams, committees, or work groups be created as the need arises to facilitate the problem solving process.

Upon the mutual request of the appointing authority and the local Union, the Employer and AFSCME Council 24 staff will provide technical assistance to local employing units by providing training and on-site assistance to Union/Management teams at specific work sites. The Employer and AFSCME Council 24 may also agree to pilot unique solutions not specifically authorized by other language of this contract, to solve workplace problems.

Peter Fox, Secretary
Department of Employment Relations

Martin Beil
AFSCME Council 24

MEMORANDUM OF UNDERSTANDING NO. 35
2001 - 2003 AGREEMENT

Due to the ever-changing technological job environment of AS employees, it is recognized that on-going training to improve and update computer skills and knowledge will provide needed job skills to employees and skilled, competent employees to the Employer.

To accomplish this, the Employer shall make a good faith effort to grant requests for such training consistent with Article XI, Section 12, when requested by AS employees.

MEMORANDUM OF UNDERSTANDING NO. 36
20013 - 20035 AGREEMENT

The grievance process is the formal method the parties have adopted for the resolution of contractual disputes. Pre-Filing was developed in response to Union and Employer concerns that few grievances were resolved at the first-line supervisor level. In most cases, the inclusion of the supervisor in the formal grievance was ineffective in resolving disagreements, created frustrations and was unnecessarily time-consuming. It was agreed that the supervisor should not be by-passed in the process but should be given an informal opportunity to attempt to resolve the problem.

As a result of discussion during the 2001-03 negotiations, the parties agreed to the following clarifications as to how the Pre-Filing process will be handled:

1. The grievance representative will contact the immediate supervisor identifying a potential grievance and discussing whether a potential solution is possible.
2. The supervisor will attempt to resolve the problem. If no resolution can be reached, the supervisor will inform the grievance representative.
3. If the supervisor seeks to resolve the problem, s/he will keep the grievance representative informed of progress and provide a prompt response.
4. The grievance representative may file a Step One grievance anytime during the thirty (30) day time limit.
5. The Employer may hold the grievance in abeyance until the Pre-Filing has been requested.

It is expected that grievance representatives will make a good faith effort to request Pre-Filing prior to filing a grievance and supervisors will make a good faith effort to determine whether a resolution is possible. It is also expected that, in fostering good labor/management relations, any resolutions reached at Pre-Filing will be honored by all parties.

MEMORANDUM OF UNDERSTANDING NO. 37
20013 - 20035 AGREEMENT

The Department of Employee Trust Funds (DETF) is developing 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 when such an account system is developed and implemented, employees covered under the master 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. This agreement serves as verification that the Union wants WSEU employees to have the ability to enroll in this program at its inception.

MEMORANDUM OF UNDERSTANDING NO. 38
2001-2003 AGREEMENT

During the life of the 2001-2003 agreement, the Employer and the Union agree to establish a joint labor/management apprenticeship committee to explore the expansion of apprenticeship programs.

MEMORANDUM OF UNDERSTANDING NO. 39
2001-2003 AGREEMENT
Department of Corrections
Milwaukee Secured Detention Facility

During the course of 2001-2003 contract negotiations, there was a great deal of discussion regarding overtime assigned to the wrong employee at MSDF. The Employer and the Union recognize that errors in overtime can occur despite the most carefully designed overtime system.

When assigning overtime, it is the Employer's responsibility to review the daily schedule, master agreement and local agreement to ensure the correct employee has been assigned to work. When an employee believes he/she has been wrongfully ordered to work overtime, the employee must notify their supervisor so he/she can make a reasonable effort to allow the employee relief from the wrongful order prior to it taking place. If it is determined that an employee has been wrongfully ordered, it is then the Employer's responsibility, when possible, to assign the correct employee. Additionally, an employee who believes he/she is being wrongfully assigned to work overtime shall have a reasonable amount of time to use a state phone to attempt to secure a relief worker. Wrongful order is defined as when the Employer forces an employee to work overtime when the employee was not scheduled or previously assigned to work it. If more than five (5) instances of wrongful orders occur in a particular pay period, the appropriate remedy shall be as follows:

The employee will have the option of choosing cash or compensatory time for the ordered time. If it has been determined that the employee was wrongfully ordered to work after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent pay period. Additionally, the employee will have the option to receive cash or compensatory time at the base rate for every hour the employee worked the forced overtime. Once there are more than five (5) instances of wrongfully ordered overtime, this provision will apply to all further instances including the first five (5) within a particular pay period.

Grievances generated by the application of this MOU will be processed through the umpire arbitration process and will be handled by an arbitrator who has significant experience with overtime grievances and who is mutually chosen by WSEU and DER.

This Memorandum of Understanding applies only to Correctional Officers and Correctional Sergeants at the Milwaukee Secured Detention Facility and will sunset on June 29, 2003⁵, unless mutually agreed to extend it.

MEMORANDUM OF UNDERSTANDING NO. 40
2001-2003 AGREEMENT

The Union understands and agrees that when the Department of Corrections pays every uniformed Correctional officer sixty five dollars (\$65.00) per calendar year as a lump sum payment for black belts and shoes, the employees receiving such payment are required to wear black belts and black shoes, (not sandals or black canvas tennis shoes) as an integral part of the required proper complete Correctional Officer's uniform. This provision will first be effective for calendar year 2003.

MEMORANDUM OF UNDERSTANDING NO. 41
2001-2003 AGREEMENT

During the course of the 2001-2003 agreement, the Wisconsin Employment Relations Commission (WERC) issued a decision in the following unit clarification actions involving the Wisconsin State Employees Union (WSEU) AFSCME, the State Engineering Association (SEA), and the State of Wisconsin: Case 11, No. 50909, SE-12, Decision No. 11245-S; and Case 36, No. 50935, SE-13, Decision No. 11667-C.

The WERC decided that due to the great variance in educational background, engineering work experience, and position descriptions and summaries for Engineering Specialists at identical classification levels, it was unwilling to assess the professional status of positions for which testimony was not taken and evidence not submitted. However, the WERC believed the guidance provided in the decision should enable the parties to resolve any remaining issues. Using the guidance provided by the WERC, the Department of Transportation (DOT) began a review of all affected positions to provide a recommendation as to the appropriate classification level. After DOT completes its review of affected positions, it will submit

recommendations to the Department of Employment Relations (DER) for a final determination. As of the date of this MOU, DOT's review is still pending.

The parties agree that any employee whose base pay rate would be reduced as a result of movement from SEA to WSEU due to the above review will have his or her base pay rate red-circled for the duration of this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING NO. 42

~~2001-2003 AGREEMENT~~

~~Professional Social Services Lump Sum Payment~~

~~(PSS) During the course of negotiating the 2001-2003 Agreement, there were discussions between the Department of Employment Relations and AFSCME Council 24, WSEU, Local 2748, regarding an Unfair Labor Practice (ULP) claim that questioned the application of General Wage Adjustments negotiated in the 1999-2001 Agreement. As a result of these discussions, the parties agreed that all issues in the ULP would be settled during the negotiations for the 2001-2003 Agreement. The parties have now agreed that effective the first pay period following the effective date of the 2001-2003 Agreement, the ULP settlement will be implemented, with agreed upon lump sum payments being made to affected employees as soon as administratively feasible. This M.O.U will expire upon completion of the ULP settlement payments, and be deleted from subsequent Agreements.~~

MEMORANDUM OF UNDERSTANDING NO. 42

2003-2005 AGREEMENT

Email Lists

During negotiations for the 2003-05 collective bargaining Agreement, the Union requested that employees' work email addresses be included on the information provided under 2/4/2 and 5/2/1. OSER agrees to explore the feasibility of providing this information on future lists provided under those sections. If it becomes feasible to provide such information in the appropriate format, OSER will make that information available to the Union.

MEMORANDUM OF UNDERSTANDING NO. 43

2003-2005 AGREEMENT

Agency State-Wide Employing Unit Layoffs

This memorandum of understanding applies only to those employees in state-wide employing units.

When a position in the bargaining unit held by an employee who is not the least senior employee in the classification is eliminated or involuntarily reduced in FTE, the employee whose position is being eliminated will have one of the following options:

- a. Accept the reassignment to the least senior employee's position in the layoff group.
- b. Separate from employment with the guarantee that the Employer will not challenge eligibility for unemployment compensation unless the employee, at a later point in time, refuses a reasonable offer of re-employment.
- c. If the least senior employee's position is more than forty (40) miles away from the assigned headquarters and the employee does not accept the reassignment, the separation will be considered a layoff and the employee will be afforded the options outlined under 8/5/1.

This Agreement will sunset on June 30, 2005, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING NO. 44
2003-2005 AGREEMENT

Contracting Out Procurements Under Ch. 16, Wis. Stats.

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 and the University of Wisconsin System 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 five (5) working days prior to 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 five (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 state 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. Master vendor contracts 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 three management members and three union members for the purpose of advising the DOA secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:

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

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

- c) consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services;
- d) procedures to ensure agency compliance with union notification requirements; and
- e) operational issues created by movement of employees between state service and contract service firms.

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

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

MEMORANDUM OF UNDERSTANDING NO. 45
2003-2005 AGREEMENT

With Act 33, Laws of 2003, the Employer was required to reduce the number of positions in the civil service. This memorandum identifies an option available to employees who have been formally notified of layoff due to either the reductions in work force initiated under Act 33 or other layoffs executed during the term of this Agreement. This MOU is effective on the effective date of the Agreement and applies only to employees who are formally notified of layoff on or after that date. These provisions do not apply to employees notified as being at risk of layoff.

The following option is available to employees after application of the options available to employees upon notification of layoff identified under Article VIII, Section 5, of the Agreement.

The Employer agrees that prior to filling a vacancy with an individual other than a current state employee or an individual with a restoration right to the vacancy, agencies will select the most senior eligible employee from the list of interested employees, from any other state agency, who have applied for the vacancy on a transfer basis.

An eligible employee is defined as an employee who:

- has received formal written notification of layoff; and
- currently holds a position in any classification assigned to the same pay range as the vacancy, and the current position and the vacancy are in the same bargaining unit; and
- is not on a concentrated performance evaluation program as defined in Article IV, Section 13 of the Agreement and as approved by the department head or his or her designee; and
- is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position.

The employee's pay on transfer will be set in accordance with applicable pay administration language.

Note for Informational Purposes: Employees transferring between agencies under the provisions of this memorandum of understanding may be placed on permissive probation at the discretion of the appointing authority. If an employee is terminated while on permissive probation, the termination will be considered a layoff except that the employee's right of restoration will be to the agency from which s/he transferred.

This memorandum of understanding sunsets on June 30, 2005, unless the parties mutually agree to extend.

Appendix 1

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY - BASED TRANSACTION

GRID*

Effective for specific transactions first pay period after contract effective date.

Grid Point	6	7	8	9	10	11	12	13	14	15
Minimum 0	8.659	9.387	10.131	10.958	11.852	12.824	13.878	15.015	16.246	17.578
1	8.952	9.434	10.181	11.013	11.911	12.888	13.947	15.090	16.327	17.665
2	9.073	9.757	10.506	11.327	12.216	13.165	14.194	15.299	16.536	17.874
3	9.194	9.881	10.634	11.459	12.353	13.305	14.338	15.447	16.685	18.023
4	9.314	10.006	10.762	11.591	12.488	13.446	14.483	15.597	16.833	18.171
5	9.435	10.129	10.890	11.724	12.624	13.586	14.627	15.745	16.982	18.320
6	9.556	10.253	11.019	11.856	12.761	13.726	14.772	15.894	17.130	18.468
7	9.677	10.377	11.147	11.988	12.897	13.867	14.916	16.042	17.279	18.617
8	9.798	10.501	11.275	12.120	13.034	14.007	15.061	16.191	17.427	18.765
9	9.919	10.626	11.403	12.253	13.170	14.148	15.205	16.339	17.576	18.914
10	10.040	10.750	11.531	12.384	13.306	14.288	15.349	16.488	17.724	19.062
** Years 11	10.160	10.874	11.659	12.516	13.443	14.428	15.494	16.636	17.872	19.211
12	10.281	10.997	11.787	12.649	13.579	14.569	15.638	16.785	18.021	19.359
13	10.402	11.122	11.915	12.781	13.715	14.709	15.783	16.933	18.169	19.508
14	10.523	11.246	12.044	12.913	13.852	14.850	15.927	17.082	18.318	19.657
15	10.644	11.370	12.172	13.046	13.988	14.990	16.072	17.230	18.466	19.806
16	10.765	11.494	12.300	13.178	14.124	15.130	16.216	17.379	18.615	19.954
17	10.885	11.619	12.429	13.310	14.261	15.271	16.360	17.527	18.763	20.103
18	11.006	11.743	12.556	13.443	14.397	15.411	16.505	17.675	18.913	20.251
19	11.127	11.866	12.684	13.575	14.533	15.551	16.649	17.824	19.061	20.399
20	11.248	11.990	12.812	13.707	14.669	15.692	16.794	17.972	19.210	20.548
21	11.369	12.114	12.941	13.839	14.805	15.832	16.938	18.121	19.358	20.696
Grid 22	11.490	12.239	13.069	13.971	14.941	15.973	17.083	18.269	19.507	20.845

*** This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation.**

**** Full years of seniority as of June 30, 2001**

Appendix 1

PAY SCHEDULE 06: TECHNICAL SENIORITY-BASED TRANSACTION GRID*

Effective for specific transactions on day after effective date of the contract.

Grid Point	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Minimum 0	8.727	9.078	9.462	9.957	10.15	10.98	11.88	12.86	13.91	15.06	16.30	17.64	19.09	20.66
1	8.770	9.123	9.509	10.00	10.20	11.04	11.94	12.92	13.98	15.13	16.38	17.72	19.18	20.76
2	9.098	9.463	9.863	10.38	10.58	11.45	12.39	13.40	14.50	15.70	16.99	18.39	19.86	21.45
3	9.279	9.653	10.06	10.58	10.80	11.68	12.63	13.67	14.79	16.01	17.33	18.75	20.26	21.88
4	9.489	9.928	10.33	10.85	11.13	12.01	12.99	14.06	15.22	16.48	17.84	19.32	20.86	22.53
5	9.634	10.07	10.47	11.01	11.29	12.18	13.17	14.26	15.44	16.72	18.11	19.62	21.19	22.89
6	9.777	10.21	10.61	11.16	11.45	12.34	13.35	14.46	15.66	16.97	18.39	19.92	21.51	23.24
7	9.923	10.36	10.76	11.32	11.61	12.51	13.53	14.66	15.88	17.21	18.66	20.22	21.84	23.59
8	10.06	10.50	10.90	11.47	11.77	12.67	13.71	14.86	16.10	17.46	18.93	20.52	22.17	23.94
9	10.21	10.64	11.05	11.63	11.93	12.84	13.89	15.06	16.33	17.70	19.20	20.82	22.49	24.29
** Years 1	10.35	10.79	11.19	11.78	12.09	13.00	14.07	15.26	16.54	17.94	19.47	21.12	22.82	24.64
1	10.49	10.93	11.34	11.94	12.25	13.17	14.25	15.46	16.77	18.19	19.74	21.43	23.14	24.99
1	10.64	11.08	11.48	12.09	12.41	13.33	14.43	15.66	16.99	18.44	20.02	21.73	23.46	25.34
1	10.78	11.22	11.62	12.25	12.57	13.50	14.61	15.86	17.21	18.68	20.29	22.03	23.79	25.69
1	10.93	11.37	11.77	12.40	12.73	13.66	14.79	16.06	17.43	18.93	20.56	22.33	24.11	26.04
1	11.07	11.51	11.91	12.56	12.89	13.83	14.97	16.25	17.65	19.17	20.83	22.63	24.44	26.40
1	11.22	11.65	12.06	12.71	13.05	13.99	15.15	16.46	17.87	19.42	21.10	22.93	24.76	26.75
1	11.36	11.80	12.20	12.87	13.21	14.16	15.33	16.66	18.09	19.66	21.37	23.23	25.09	27.10
1	11.50	11.94	12.34	13.02	13.37	14.32	15.51	16.85	18.32	19.90	21.65	23.53	25.41	27.45
1	11.65	12.09	12.49	13.18	13.53	14.49	15.69	17.05	18.53	20.15	21.92	23.83	25.74	27.80
2	11.79	12.23	12.63	13.33	13.69	14.65	15.87	17.25	18.76	20.39	22.19	24.13	26.06	28.15
2	11.94	12.38	12.78	13.49	13.85	14.82	16.05	17.45	18.98	20.64	22.46	24.43	26.39	28.50
2	12.08	12.52	12.92	13.64	14.01	14.98	16.23	17.65	19.20	20.88	22.73	24.73	26.71	28.85
2	12.23	12.66	13.07	13.80	14.17	15.15	16.41	17.85	19.42	21.13	23.00	25.03	27.04	29.20
2	12.37	12.81	13.21	13.95	14.33	15.31	16.59	18.05	19.64	21.37	23.28	25.34	27.36	29.55
Grid End 2	12.51	12.95	13.35	14.11	14.49	15.48	16.77	18.25	19.86	21.62	23.55	25.64	27.69	29.90

*** This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation.**

**** Full years of seniority as of June 30, 2001**

Appendix 1

PAY SCHEDULE 12: PROFESSIONAL SOCIAL SERVICES SENIORITY-BASED TRANSACTION GRID*

Effective only for specific transactions on the day after the effective date of the contract.

Grid Point	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13
0	9.054	9.770	10.56	11.43	12.36	13.38	14.48	15.67	16.96	18.35	19.84	21.46	23.11	24.88	26.78
1	9.099	9.819	10.62	11.48	12.42	13.45	14.55	15.74	17.04	18.44	19.94	21.57	23.22	25.00	26.92
2	9.438	10.18	11.01	11.91	12.89	13.95	15.09	16.33	17.68	19.13	20.69	22.37	24.09	25.93	27.92
3	9.628	10.38	11.23	12.15	13.15	14.23	15.39	16.66	18.03	19.51	21.10	22.82	24.57	26.45	28.48
4	9.728	10.50	11.52	12.46	13.57	14.68	15.86	17.15	18.52	20.01	21.68	23.31	25.07	26.69	28.71
5	9.826	10.61	11.65	12.60	13.76	14.87	16.07	17.37	18.75	20.24	21.91	23.54	25.32	26.94	28.97
6	9.923	10.72	11.78	12.75	13.94	15.07	16.28	17.59	18.97	20.47	22.14	23.78	25.57	27.20	29.24
7	10.020	10.83	11.91	12.89	14.12	15.26	16.48	17.80	19.19	20.69	22.37	24.01	25.81	27.45	29.51
8	10.119	10.93	12.04	13.03	14.31	15.46	16.69	18.02	19.41	20.92	22.60	24.25	26.06	27.71	29.77

	9	10.216	11.04	12.17	13.17	14.49	15.65	16.89	18.24	19.64	21.15	22.83	24.49	26.31	27.96	30.03
		8	9	7	8	4	9	1	0	2	7	0	0	6	9	
	10	10.313	11.15	12.31	13.32	14.68	15.85	17.10	18.45	19.86	21.38	23.06	24.72	26.55	28.22	30.30
		5	1	0	2	0	4	7	2	2	6	4	6	2	5	
**	11	10.412	11.26	12.44	13.46	14.86	16.04	17.30	18.67	20.08	21.60	23.29	24.96	26.80	28.47	30.57
Years		4	3	2	6	5	9	4	5	7	8	1	2	5	1	
	12	10.508	11.37	12.57	13.60	15.04	16.23	17.51	18.89	20.30	21.83	23.52	25.19	27.04	28.73	30.83
		2	5	4	8	8	6	1	8	7	6	7	9	0	7	
	13	10.605	11.48	12.70	13.74	15.23	16.43	17.72	19.10	20.53	22.06	23.75	25.43	27.29	28.98	31.10
		1	5	7	3	5	1	9	0	3	7	2	5	5	1	
	14	10.704	11.58	12.83	13.88	15.41	16.63	17.92	19.32	20.75	22.29	23.98	25.66	27.54	29.24	31.36
		8	8	8	8	0	9	4	2	2	6	7	1	1	7	
	15	10.801	11.69	12.96	14.03	15.60	16.82	18.13	19.54	20.97	22.51	24.21	25.90	27.78	29.49	31.63
		7	9	0	1	4	4	1	4	8	7	2	9	6	2	
	16	10.899	11.80	13.10	14.17	15.78	17.02	18.34	19.75	21.19	22.74	24.44	26.13	28.03	29.74	31.89
		6	1	3	6	0	0	7	6	8	8	8	4	8	7	
	17	10.995	11.91	13.23	14.31	15.96	17.21	18.54	19.97	21.41	22.97	24.67	26.37	28.28	30.00	32.16
		3	1	5	9	5	7	4	9	7	6	4	0	5	4	
	18	11.093	12.02	13.36	14.45	16.15	17.40	18.75	20.19	21.64	23.20	24.90	26.61	28.52	30.26	32.42
		3	3	8	4	9	1	1	2	3	8	0	7	0	9	
	19	11.192	12.13	13.49	14.60	16.33	17.60	18.95	20.40	21.86	23.43	25.13	26.84	28.77	30.51	32.69
		2	4	1	7	5	7	9	5	1	6	5	4	3	4	
	20	11.289	12.24	13.62	14.74	16.52	17.80	19.16	20.62	22.08	23.65	25.36	27.08	29.02	30.76	32.95
		0	7	3	2	0	3	6	7	9	8	0	1	8	9	
	21	11.387	12.34	13.75	14.88	16.70	17.99	19.36	20.84	22.30	23.88	25.59	27.31	29.26	31.02	33.22
		8	8	6	5	5	9	3	8	8	7	6	7	4	5	

~~22 11.484 12.45 13.88 15.02 16.89 18.19 19.57 21.06 22.53 24.11 25.82 27.55 29.51 31.27 33.49~~

~~7 8 8 1 0 5 0 2 4 7 0 5 8 2~~

~~* This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation.~~

~~** Full years of seniority as of June 30, 2001.~~