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Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 412 **Language** English **Country** United States **State** WI

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 24

Occupations Represented
Security guards and gaming surveillance officers
Data entry and information processing workers
Building cleaning workers

Bargaining Agency State of Wisconsin

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2000 **EndYear** 2001

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT

between the

STATE OF WISCONSIN

and

AFSCME COUNCIL 24

WISCONSIN STATE EMPLOYEES UNION

AFL-CIO

and its appropriate affiliated locals

Blue Collar and Non-Building Trades,

Administrative Support,

Technical,

Security and Public Safety,

Professional Social Services

and

Law Enforcement

Bargaining Units

May 20, 2000 - June 30, 2001

HOW TO READ THIS CONTRACT

This contract is divided into articles. Each article has its own number and title, begins at the top of a new page, and is indicated in large boldface letters like this:

ARTICLE II

RECOGNITION AND UNION SECURITY

Each article is divided into sections. Each section has its own number and title and is indicated in boldface letters like this:

SECTION 13: Loss of Benefits

The entire contract is divided into paragraphs. Each paragraph is identified by its article, section, and a subsection number like this:

2/13/1 Employees on leave....

Sometimes there is more than one paragraph within a particular part. In that case, the paragraphs are further identified by letters like this:

2/2/5/A The Employer will not deduct....

Occasional lists are included in the contract. They are indicated by parenthesized light face numbers which should not be confused with article, section, or subsection numbers. A sample list looks like this:

- (1) BC--Blue Collar and Non-Building Trades
- (2) AS--Administrative Support
- (3) SPS--Security and Public Safety
- (4) T--Technical
- (5) PSS--Professional Social Services
- (6) LE--Law Enforcement

Some sections and paragraphs of the contract apply only to certain bargaining units. In those cases, the title of the section or subsection or the letter of the paragraph will be followed by the abbreviation (from the above list) of the unit or units to which that particular section, subsection, or paragraph applies. For example:

2/3/2 (AS)

This means that Section 2/3/2 (including all of its paragraphs) is applicable only to the Administrative Support bargaining unit and is not at all applicable to any of the other units.

Another example:

2/3/4 (BC, SPS, T, PSS, LE) The location, size, type and number of bulletin boards....

This means that this paragraph is applicable only to the Blue Collar; Security and Public Safety; Technical; Professional Social Services; and Law Enforcement bargaining units and not at all applicable to any other group.

At the front of the contract is a table of contents, which is an outline of the contract in numerical order by article and section. At the back of the contract is an index, which is a reference guide to the contract in alphabetical order.

Language in this Agreement which
is new or changed from the 1997-1999
Agreement is underlined.

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AGREEMENT

This Agreement, made and entered into this twentieth day of May, 2000 (BC, AS, SPS, T, PSS, LE), at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer), represented by the Department of Employment Relations; and AFSCME, Council 24, Wisconsin State Employees Union, AFL-CIO, and its appropriate affiliated locals (hereinafter referred to as the Union), as representative of employees employed by the State of Wisconsin (as set forth specifically in the Recognition Clause).

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certification Cases IX, X and XI, Nos. 15583 and 15584, SE-44, 45, 46, Decision Nos. 11243, 11244 and 11245, dated August 25, 1972 and Case LXXIV, No. 19548, SE-75, dated January 9, 1976, and Cases VIII and XIV, Nos. 15582 and 15838, SE-43 and 49, Decision Nos. 11322-F and 113230-F.

1/1/2 This Agreement recognizes six separate bargaining units. Each provision of this Agreement applies to all six bargaining units unless specified otherwise. The coverage of this Agreement shall be extended by the parties when mutually agreed to by the Employer and the Union to include employees in the classified service of the State of Wisconsin in additional appropriate collective bargaining units represented by the Wisconsin State Employees Union as certified by the Wisconsin Employment Relations Commission.

ARTICLE II

RECOGNITION AND UNION SECURITY

SECTION 1: Bargaining Unit

2/1/1 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees, as listed below:

2/1/2 BLUE COLLAR AND NON-BUILDING TRADES (BC)

Classification	Pay Range
<u>Animal Sciences Meat Technician</u>	<u>12</u>
Automotive/Equipment Tech. - Entry	5
Automotive/Equipment Tech. - Dev.	8
Automotive/Equipment Tech. - Sr.	10
Automotive/Equipment Tech. - Master	11
Baker 1	<u>8</u>
Baker 2	<u>9</u>
Bindery Worker 1	3
Bindery Worker 2	5
Bindery Worker 3	6
Biotron Operator	11
Body & Fender Repair Worker	9
Cook 1	<u>7</u>
Cook 2	<u>8</u>
<u>Corrections Food Service Leader 1</u>	<u>8</u>
<u>Corrections Food Service Leader 2</u>	<u>10</u>
<u>Corrections Food Service Leader 3</u>	<u>11</u>
<u>Corrections Food Service Leader 4</u>	<u>12</u>
Custodian 1	2
<u>Custodian 1</u>	<u>3**</u>
Custodian 2	4
<u>Custodian 2</u>	<u>5**</u>
Custodian 3	6
<u>Custodian 3</u>	<u>7**</u>
<u>Dairy Plant Assistant – Entry</u>	<u>7</u>
<u>Dairy Plant Assistant – Objective</u>	<u>9</u>
<u>Dairy Plant Assistant – Advanced</u>	<u>11</u>
Experimental Farm Laborer	<u>6</u>

<u>Experimental Farm Laborer</u>	<u>7*</u>
Experimental Herd Assistant - Obj.	<u>7</u>
<u>Experimental Herd Assistant – Obj.</u>	<u>8*</u>
Experimental Herd Assistant - Sr.	<u>9</u>
<u>Experimental Herd Assistant – Sr.</u>	<u>10*</u>
Facilities Repair Worker 1	7
Facilities Repair Worker 2	8
Facilities Repair Worker 3	9
Facilities Repair Worker 4	10
Farm Equipment Operator	<u>8</u>
<u>Farm Equipment Operator</u>	<u>9</u>
Farm Laborer	<u>5</u>
<u>Farm Laborer</u>	<u>6</u>
Farm Laborer - Lead	<u>7</u>
<u>Farm Laborer – Lead</u>	<u>8</u>
<u>Food Production Assistant</u>	<u>10</u>
<u>Food Service Assistant 1</u>	<u>6</u>
<u>Food Service Assistant 2</u>	<u>7</u>
<u>Food Service Assistant 3</u>	<u>8</u>
<u>Food Service Assistant 4</u>	<u>9</u>
<u>Food/Retail/Catering Leader 1</u>	<u>9</u>
<u>Food/Retail/Catering Leader 1</u>	<u>10</u>
<u>Food/Retail/Catering Leader 1</u>	<u>11</u>
<u>Forestry Equipment Technician</u>	<u>12</u>
Gardener	7
Greenskeeper	10
Groundskeeper	6
<u>Groundskeeper</u>	<u>7**</u>
Grounds Crew - Chief	7
<u>Grounds Crew – Chief</u>	<u>8**</u>
Heating, Ventilating and Air Conditioning Specialist	13
Historic Farmer	10
Industries Specialist 1	11
Industries Specialist 2	12
Industries Specialist 3	13
Laboratory Helper	4
<u>Laboratory Helper</u>	<u>5**</u>
Laborer	4
<u>Laborer</u>	<u>5**</u>
Laborer - Lead	6

<u>Laborer – Lead</u>	<u>7**</u>
Laborer - Special	5
<u>Laborer – Special</u>	<u>6**</u>
Laundry Services Assistant	6
<u>Laundry Services Assistant</u>	<u>7**</u>
Laundry Worker 1	2
<u>Laundry Worker 1</u>	<u>3**</u>
Laundry Worker 2	3
<u>Laundry Worker 2</u>	<u>4**</u>
Laundry Worker 3	4
<u>Laundry Worker 3</u>	<u>5**</u>
Laundry Worker 4	5
<u>Laundry Worker 4</u>	<u>6**</u>
Lawn Care Worker	6
<u>Lawn Care Worker</u>	<u>7**</u>
Locksmith - Entry	9
Locksmith - Journey	10
Lottery Storekeeper	8
Maintenance Mechanic 1	9
Maintenance Mechanic 2	10
Maintenance Mechanic 3	11
Motor Vehicle Dispatcher	<u>8</u>
Motor Vehicle Operator - Light	6
Motor Vehicle Operator - Heavy	7
Offset Press Operator 1	7
Offset Press Operator 2	8
Offset Press Operator 3	9
PE/Sports Equip. Area Coord.	8
Poultry Worker - Obj.	<u>6</u>
<u>Poultry Worker – Obj.</u>	<u>7**</u>
Poultry Worker - Sr.	<u>7</u>
<u>Poultry Worker – Sr.</u>	<u>8**</u>
Power Plant Assistant	6
<u>Power Plant Assistant</u>	<u>7*</u>
Power Plant Operator	10
<u>Power Plant Operator</u>	<u>11*</u>
Power Plant Operator - Sr.	11
<u>Power Plant Operator – Sr.</u>	<u>12*</u>
Power Plant Operator - In Charge	12
<u>Power Plant Operator – In Charge</u>	<u>13*</u>
Produce Gardener	8
Property Clerk	8

Records Center Clerk	6
Records Center Coordinator	8
Recreation Room Attendant	5
Research Gardener	8
Seamstress or Seamer 1	5
Seamstress or Seamer 2	6
Semi-Driver	9
<u>Semi-Driver</u>	<u>11*</u>
Shipping & Mailing Clerk 1	6
Shipping & Mailing Clerk 2	7
Shipping & Mailing Clerk 3	8
Stock Clerk	6
Storekeeper	8
Tool Crib Coordinator	8
Tree Pruner	7
<u>Tree Pruner</u>	<u>8**</u>
Tugger Coordinator	6
<u>Tugger Coordinator</u>	<u>7**</u>
Typographer	12
Upholsterer	8
Utility Plant Operator	11

* Effective 7/2/00

** Effective 12/31/00

2/1/3 SECURITY AND PUBLIC SAFETY (SPS)

Agrichemical Specialist - Entry	11
Agrichemical Specialist - Dev.	12
Agrichemical Specialist - Obj.	14
Animal Health Consultant	12
Animal Health Inspector - Entry	9
Animal Health Inspector - Obj.	11
Boiler Safety Inspector 1	<u>13</u>
Boiler Safety Inspector 2	<u>14</u>
Boiler Safety Inspector 3	<u>15</u>
Conservation Warden	<u>40</u>
<u>Consumer Protection Investigator 1</u>	<u>11</u>
<u>Consumer Protection Investigator 2</u>	<u>13</u>
<u>Consumer Protection Investigator 3</u>	<u>14</u>
Consumer Specialist 1	11

Consumer Specialist 2	12
Consumer Specialist 3	13
Consumer Specialist 4	14
<u>Correctional Officer (A)</u>	<u>30*</u>
<u>Correctional Officer (B)</u>	<u>31*</u>
<u>Correctional Sergeant</u>	<u>32*</u>
Detention Facilities Spec.	14
<u>Detention Facilities Spec.</u>	<u>15*</u>
Elevator Safety Inspector 1	<u>13</u>
Elevator Safety Inspector 2	<u>14</u>
Elevator Safety Inspector 3	<u>15</u>
Environmental Warden	<u>41</u>
Fire/Crash Rescue Specialist 1	<u>9</u>
Fire/Crash Rescue Specialist 2	<u>10</u>
Fire/Crash Rescue Specialist 3	<u>11</u>
Flam. Comb. Liq./Prod. Insp. 1	12
Flam. Comb. Liq./Prod. Insp. 2	13
Flam. Comb. Liq./System Coord.	15
Flam. Comb. Liq./System Spec. 1	13
Flam. Comb. Liq./System Spec. 2	14
Food Safety Consultant	13
Food Safety Inspector - Entry	10
Food Safety Inspector - Obj.	12
Lifesaving Station Operator	<u>9</u>
Meat Safety Consultant	13
Meat Safety Inspector - Entry	10
Meat Safety Inspector - Obj.	12
Migrant Labor Consultant	14
Migrant Labor Inspector	13
Mining Safety Inspector 1	<u>13</u>
Mining Safety Inspector 2	<u>14</u>
Mining Safety Inspector 3	<u>15</u>
Multiple Products Grader - Entry	10
Multiple Products Grader - Obj.	12
Occupat. Safety Consult. 1	13
Occupat. Safety Consult. 2	14
Occupat. Safety Inspector 1	12
Occupat. Safety Inspector 2	13
Occupat. Safety Inspector 3	14
Officer 1	<u>9</u>

Officer 2	<u>11</u>
Officer 3	<u>12</u>
Petrol Prod. Inspr.	11
Private Sewage Cons. 1	12
Private Sewage Cons. 2	13
Produce Inspector - Obj.	8
Produce Inspector - Leadworker	9
Psychiatric Care Tech. 1	<u>9</u>
Psychiatric Care Tech. 2	<u>11</u>
<u>Ranger – Assistant Property Manager</u>	<u>13</u>
<u>Ranger – Enforcement</u>	<u>13</u>
<u>Ranger – Operations</u>	<u>12</u>
Safety Specialist Warden	<u>41</u>
Security Officer 1	6
Security Officer 2	7
Security Officer 3	8
Security Officer 4	9
Special Investigative Warden	<u>41</u>
Traffic Safety Rep. 1	9
Traffic Safety Rep. 2	11
Weights & Measures Inspector - Entry	10
Weights & Measures Inspector - Dev.	12
Weights & Measures Inspector - Obj.	13
Weights & Measures Tech. Spec.	14
Youth Counselor 1	<u>9</u>
Youth Counselor 2	<u>11</u>
Youth Counselor 3	<u>12</u>
<u>Youth Counselor (A)</u>	<u>30*</u>
<u>Youth Counselor (B)</u>	<u>31*</u>
<u>Youth Counselor – Advanced</u>	<u>32*</u>
2/1/4 TECHNICAL (T)	
<u>Aircraft Mechanic</u>	<u>15</u>
<u>Aircraft Pilot</u>	<u>25</u>
<u>Arboretum Proj. Coord. 1</u>	<u>9</u>
<u>Arboretum Proj. Coord. 2</u>	10
Arboretum Technician	7
Audiovisual Production Spec.	12
Audiovisual Production Spec. - Sr.	13

Audiovisual Services Asst.	10
Audiovisual Services Coordinator	11
Barber	7
Beautician	7
Building Inspector 1	15
Building Inspector 2	16
Cereal Chemist - Entry	8
Cereal Chemist - Obj.	10
Chemical Laboratory Tech. - Entry	7
Chemical Laboratory Tech. - Obj.	8
Chemical Laboratory Tech. - Sr.	9
Child Care Counselor 1	7
<u>Child Care Counselor 1</u>	<u>9*</u>
Child Care Counselor 2	8
<u>Child Care Counselor 2</u>	<u>10*</u>
Child Care Counselor 3	10
<u>Child Care Counselor 3</u>	<u>12*</u>
Communications Technician 1	11
Communications Technician 2	12
Communications Technician 3	13
Communications Technician 4	14
Computer Operator 1	8
Computer Operator 2	9
Computer Operator 3	10
Computer Operator 4	11
<u>Computer Printing Technician</u>	<u>10*</u>
Cytopreparation Tech. - Entry	7
Cytopreparation Tech. - Obj.	8
DNA Technician - Entry	7
DNA Technician - Obj.	8
DNA Technician - Sr.	9
Data Processing Op. Tech. 1	10
Data Processing Op. Tech. 2	11
Data Processing Op. Tech. 3	12
Data Processing Op. Tech. 4	13
Dental Assistant	<u>9</u>
<u>Dental Assistant</u>	<u>10*</u>
Dental Hygienist	<u>16</u>
Diagnostic Radiologic Tech. 1	11
Diagnostic Radiologic Tech. 2	12
Diagnostic Radiologic Tech. 3	13
Diagnostic Radiologic Tech. 4	14
<u>Dietetic Technician – Clinical</u>	<u>10</u>

<u>Dietetic Technician – Administrative</u>	<u>12</u>
Drafter 1	7
Drafter 2	8
Drafter 3	10
Electroencephalograph Tech. 1	10
Electroencephalograph Tech. 2	11
Electroencephalograph Tech. 3	13
Electronics Technician 1	9
Electronics Technician 2	10
Electronics Technician 3	11
Electronics Technician 4	12
Electronics Technician 5	13
Electronics Technician 6	14
Engineering Aid 1	6
Engineering Aid 2	7
Engineering Communication Spec.	14
Engineering Technician 1	9
Engineering Technician 2	10
Engineering Technician 3	11
Engineering Technician 4	12
Engineering Technician 5	13
Engineering Technician 6	14
<u>Engineering Tech. – Trans</u>	<u>10</u>
<u>Engineering Tech. – Trans Journey</u>	<u>12</u>
<u>Engineering Tech. – Trans Senior</u>	<u>13</u>
<u>Engineering Tech. – Trans Advanced</u>	<u>14</u>
Environmental Lab. Tech. - Entry	7
Environmental Lab. Tech. - Obj.	8
Environmental Lab. Tech. - Sr.	9
Equipment Fabricator - Entry	9
Equipment Fabricator - Jrny.	10
Equipment Fabricator - Sr.	12
Erosion Control Cons.	15
Exhibits Technician 1	9
Exhibits Technician 2	10
Exhibits Technician 3	11
Experimental Surgery Tech. - Entry	7
Experimental Surgery Tech. - Obj.	8
Experimental Surgery Tech. - Sr.	9
<u>Fingerprint Technician 1</u>	<u>9</u>
<u>Fingerprint Technician 2</u>	<u>11</u>
<u>Fingerprint Technician 3</u>	<u>12</u>
<u>Fingerprint Technician 4</u>	<u>13</u>
<u>Fish Management Technician</u>	<u>12</u>

<u>Fish Technician</u>	<u>10</u>
Food & Meat Sampling Tech. - Obj.	9
Food & Meat Sampling Tech. - Sr.	10
<u>Forestry Management Technician</u>	<u>12</u>
<u>Forestry Technician</u>	<u>10</u>
<u>Forms Technician</u>	<u>12*</u>
Glass & Media Prep. Tech. - Entry	5
Glass & Media Prep. Tech. - Obj.	6
Glass Technician	13
Grain Inspector	10
Grain Inspector - Leadworker	11
Grain Sampling Tech.	8
Grain Weighing Tech.	9
Graphic Designer - Entry	9
Graphic Designer	10
Graphic Designer - Sr.	11
Graphic Reproduction Coordinator	11
Graphic Reproduction Tech. - Entry	8
Graphic Reproduction Tech.	9
Graphic Reproduction Tech. - Sr.	10
<u>Health Information Technician 1</u>	<u>10*</u>
<u>Health Information Technician 2</u>	<u>12*</u>
Herd Improvement Tech.	9
Histology Technician - Entry	7
<u>Histology Technician – Entry</u>	<u>10*</u>
Histology Technician - Obj.	8
<u>Histology Technician – Obj.</u>	<u>11*</u>
Histology Technician - Sr.	9
<u>Histology Technician – Sr.</u>	<u>12*</u>
Horticultural Technician	12
Instrument Maker - Entry	11
<u>Instrument Maker – Entry</u>	<u>12*</u>
<u>Instrument Maker – Entry</u>	<u>13**</u>
Instrument Maker - Journey	13
<u>Instrument Maker – Journey</u>	<u>14*</u>
<u>Instrument Maker – Journey</u>	<u>15**</u>
Instrument Maker - Adv.	14
<u>Instrument Maker – Adv.</u>	<u>15*</u>
<u>Instrument Maker – Adv.</u>	<u>16**</u>
Instrument Shop Coordinator	14
<u>Instrument Shop Coordinator</u>	<u>15*</u>
<u>Instrument Shop Coordinator</u>	<u>16**</u>
<u>IS Comprehensive Technician – Entry</u>	<u>11*</u>

<u>IS Comprehensive Technician – Obj.</u>	<u>13*</u>
<u>IS Comprehensive Technician – Senior</u>	<u>14*</u>
<u>IS Network Support Technician – Entry</u>	<u>11*</u>
<u>IS Network Support Technician – Obj.</u>	<u>13*</u>
<u>IS Network Support Technician – Sr.</u>	<u>14*</u>
<u>IS Operations Support Technician – Entry</u>	<u>11*</u>
<u>IS Operations Support Technician – Obj.</u>	<u>13*</u>
<u>IS Operations Support Technician – Sr.</u>	<u>14*</u>
<u>IS Resources Support Technician – Entry</u>	<u>11*</u>
<u>IS Resources Support Technician – Obj.</u>	<u>13*</u>
<u>IS Resources Support Technician – Sr.</u>	<u>14*</u>
<u>Laboratory Animal Technician 1</u>	<u>6</u>
<u>Laboratory Animal Technician 2</u>	<u>7</u>
<u>Laboratory Animal Technician 3</u>	<u>9</u>
Laboratory Preparation Tech. - Obj.	8
Laboratory Preparation Tech. - Sr.	9
<u>Laboratory Sample Cntrl & Rcvg Tch – Obj</u>	<u>8</u>
<u>Laboratory Sample Cntrl & Rcvg Tch – Sr.</u>	<u>9</u>
Licensed Practical Nurse 1	<u>11</u>
Licensed Practical Nurse 2	<u>12</u>
Liquid Helium/Nitrogen Tech.	9
Mgmt. Information Tech. 1	8
Mgmt. Information Tech. 2	10
Mgmt. Information Tech. 3	12
Mgmt. Information Tech. 4	14
Material Reprocessing Asst. - Entry	6
Material Reprocessing Asst. - Obj.	7
Material Reprocessing Asst. - Leadworker	8
Meat & Animal Procurement Tech.	<u>11</u>
Mechanician - Entry	10
<u>Mechanician - Entry</u>	<u>11*</u>
<u>Mechanician - Entry</u>	<u>12**</u>
Mechanician - Journey	11
<u>Mechanician - Journey</u>	<u>12*</u>
<u>Mechanician - Journey</u>	<u>13**</u>
Media Technician 1	11
Media Technician 2	12
Media Technician 3	13
Media Technician 4	14
Medical Assistant 1	8
Medical Assistant 2	9
Medical Lab Technician - Entry	9
Medical Lab Technician - Obj.	10
Microbiology Lab. Tech. - Entry	7

Microbiology Lab. Tech. - Obj.	8
Microbiology Lab. Tech. - Sr.	9
Microfilm Technician 1	7
Microfilm Technician 2	8
Microfilm Technician 3	9
Microfilm Technician 4	11
Mortician	11
Musical Instrument Tech.	10
Natural Resource Equip. Opr. 1	7
Natural Resource Equip. Opr. 2	8
Natural Resource Equip. Opr. 3	<u>10</u>
Natural Resource Equip. Opr. 4	<u>11</u>
<u>Natural Resource Research Technician</u>	<u>12</u>
Necropsy Technician	9
<u>Network Cable Technician</u>	<u>14*</u>
Nursing Assistant 1	<u>9</u>
Nursing Assistant 2	<u>10</u>
Nursing Assistant 3	<u>11</u>
Occupational Therapy Asst. - Entry	10
Occupational Therapy Asst. - Obj.	12
<u>Ocular Photography Technician</u>	<u>8</u>
<u>Ophthalmic Assistant – Entry</u>	<u>8</u>
<u>Ophthalmic Assistant – Objective</u>	<u>9</u>
Orthopedic Appliance Tech. - Entry	8
Orthopedic Appliance Tech. - Obj.	10
Orthopedic Appliance Tech. - Sr.	12
Orthopedic Appliance Tech. - Lead	14
Peripheral Equipment Op. 1	8
Peripheral Equipment Op. 2	9
Pharmacist Assistant	9
Pharmacy Technician - Entry	7
Pharmacy Technician - Obj.	8
Phlebotomist - Entry	8
Phlebotomist - Obj.	9
Phlebotomist - Leadworker	10
Photo. Lab. Technician - Entry	8
Photo. Lab. Technician	9
Photo. Lab. Technician - Sr.	10
Photographer - Entry	9
Photographer	10
Photographer - Sr.	11
Physical Therapy Asst. - Entry	10
Physical Therapy Asst. - Obj.	12

Plumbing Consultant 1	15
Plumbing Consultant 2	16
Plumbing Plan Reviewer 1	15
Plumbing Plan Reviewer 2	16
PSL Ultra High Vacuum Spec.	14
Printing Assistant	11
Private Sewage Plan Reviewer 1	15
Private Sewage Plan Reviewer 2	16
Property Assessment Tech. 1	8
Property Assessment Tech. 2	10
Property Assessment Tech. 3	11
Radiobiology Technician	9
Radiographic Film Tech.	6
Real Estate Aid	5
Recreation Assistant	9
Research Technician 1	8
Research Technician 2	10
Research Technician 3	12
Research Technician 4	13
Resident Care Tech. 1	<u>9</u>
Resident Care Tech. 2	<u>10</u>
Respiratory Therapist 1	12
Respiratory Therapist 2	13
Respiratory Therapist 3	14
Respiratory Therapist 4	15
Respiratory Therapist 5	16
Schmeeckle Reserve Proj. Coord.	8
Soil Technician - Obj.	8
Soil Technician - Sr.	9
Teacher Assistant	9
Theater Maintenance Coord.	10
Therapy Assistant - Entry	9
Therapy Assistant - Obj.	11
<u>Ultrasound Technician</u>	<u>16</u>
<u>UW IS Customer Sales Technician</u>	<u>12*</u>
<u>UW IS Customer Sales Technician – Lead</u>	<u>13*</u>
Veterinary Tech. 1	<u>10</u>
Veterinary Tech. 2	<u>11</u>
Veterinary Tech. 3	<u>12</u>
Weatherization Technician 1	12

Weatherization Technician 2	13
<u>Wildlife Management Technician</u>	<u>12</u>
<u>Wildlife Technician</u>	<u>10</u>

X-Ray Lithography Technician 9

* Effective 7/2/00

** Effective 12/31/00

2/1/5 ADMINISTRATIVE SUPPORT (AS)

<u>Clerical Assistant</u>	<u>7*</u>
Clerical Assistant 1	6
Clerical Assistant 2	7
<u>Coding Technician</u>	<u>11</u>
<u>Coding Technician – Senior</u>	<u>12</u>
<u>Coding Technician – Advanced</u>	<u>13</u>
<u>Criminal History Records Specialist</u>	<u>8</u>
<u>Criminal History Records Specialist – Sr.</u>	<u>9</u>
<u>Criminal History Records Specialist – Adv.</u>	<u>10</u>

Data Entry Operator 1 7
 Data Entry Operator 2 8

Educational Loan Collector 1 10
 Educational Loan Collector 2 11
 Employment Security Asst. 1 8
 Employment Security Asst. 2 9
 Employment Security Asst. 3 10
 Employment Security Asst. 4 11

Financial Clerk 8
 Financial Specialist 1 9
 Financial Specialist 2 10
 Financial Specialist 3 11
 Financial Specialist 4 12
 Financial Specialist 5 13

Job Service Associate 1 11
 Job Service Associate 2 12

Legal Assistant - Entry 10
Legal Assistant – Entry 11*
 Legal Assistant - Obj. 11
Legal Assistant – Obj. 12*
 Legal Secretary - Obj. 9

<u>Legal Secretary – Obj.</u>	<u>10*</u>
Legal Secretary - Adv.	10
<u>Legal Secretary – Adv.</u>	<u>11*</u>
Library Services Assistant	9
Library Services Assistant - Sr.	10
Library Services Assistant - Adv./Lead	11
<u>Medical Transcriptionist</u>	<u>8*</u>
<u>Medical Transcriptionist – Senior</u>	<u>9*</u>
<u>NR Customer Service Specialist Entry/Obj.</u>	<u>9</u>
<u>NR Customer Service Specialist Senior</u>	<u>10</u>
<u>NR Customer Service Specialist Lead</u>	<u>11</u>
<u>Offender Records Assistant 1</u>	<u>8</u>
<u>Offender Records Assistant 1</u>	<u>9*</u>
<u>Offender Records Assistant 2</u>	<u>10</u>
<u>Offender Records Assistant 3</u>	<u>11</u>
Payroll & Benefits Assistant	9
Payroll & Benefits Specialist 1	10
Payroll & Benefits Specialist 2	11
Payroll & Benefits Specialist 3	12
Payroll & Benefits Specialist 4	13
Program Assistant 1	8
Program Assistant 2	9
Program Assistant 3	10
Program Assistant 4	11
<u>Revenue Tax Assistant – Entry</u>	<u>7</u>
<u>Revenue Tax Assistant – Objective</u>	<u>8</u>
<u>Revenue Tax Representative – Entry</u>	<u>8</u>
<u>Revenue Tax Representative – Objective</u>	<u>9</u>
Sales Representative	9
Secretary 1	9
Secretary 2	10
Stenographic Reporter 1	11
<u>Stenographic Reporter 1</u>	<u>12*</u>
Stenographic Reporter 2	13
<u>Stenographic Reporter 2</u>	<u>14*</u>
Student Status Examiner 1	10
Student Status Examiner 2	11
<u>Tax Representative 1</u>	<u>9</u>
<u>Tax Representative 2</u>	<u>10</u>

<u>Tax Representative 3</u>	<u>11</u>
Tax Return Examiner 1	7
Tax Return Examiner 2	8
Technical Typist - Entry	7
Technical Typist - Obj.	8
Technical Typist - Sr.	9
Tourist Information Asst. 1	8
Tourist Information Asst. 2	9
Tourist Information Asst. 3	10
<u>Transportation Customer Rep. 1</u>	<u>9</u>
<u>Transportation Customer Rep. 2</u>	<u>10</u>
<u>Transportation Customer Rep. 3</u>	<u>11</u>
<u>Transportation Customer Rep. 4</u>	<u>12</u>
<u>Transportation Customer Rep. 4 - Lead</u>	<u>12</u>
<u>Transportation Customer Rep. 5</u>	<u>13</u>
Trust Funds Assistant 1	<u>11*</u>
Trust Funds Assistant 2	<u>12*</u>
Trust Funds Assistant 3	<u>13*</u>
Typesetting Sys. Input Op. 1	8
Typesetting Sys. Input Op. 2	10
Typist	7
Typist - Lead	8
Unemployment Comp. Assoc. 1	11
Unemployment Comp. Assoc. 2	12
Word Processing Operator 1	7
Word Processing Operator 2	8
Word Processing Operator 3	9
Workers Comp. Assistant 1	9
Workers Comp. Assistant 2	10
Workers Comp. Assistant 3	11
<u>Workers Comp. Assistant 3</u>	<u>12*</u>

* Effective 7/2/00

2/1/6 PROFESSIONAL SOCIAL SERVICES (PSS)

Chaplain	5
<u>Chaplain</u>	<u>6*</u>
Chaplaincy Education Coord.	<u>9</u>
Chief Regional Psychologist	9
<u>Chief Regional Psychologist</u>	<u>10*</u>
Chief Regional Psychologist - Doct.	9
<u>Chief Regional Psychologist – Doct.</u>	<u>10*</u>
<u>Client Rights Facilitator</u>	<u>6</u>

Client Services Assistant - Entry	27
Client Services Assistant - Obj.	28
Client Services Specialist - Entry	<u>4</u>
Client Services Specialist - Obj.	<u>5</u>
Client Services Specialist - Sr.	<u>6</u>
Community Integration Specialist	6
Community Treatment Specialist	6
Corrections Program Specialist	6
Corrections Program Specialist - Obj.	7
<u>Corrections Social Worker (A)</u>	<u>4*</u>
<u>Corrections Social Worker (B)</u>	<u>5*</u>
<u>Corrections Social Worker (C)</u>	<u>7*</u>
Court Liaison 1	6
Court Liaison 2	7
Crisis Intervention Worker	6
Deaf & Hard of Hearing Specialist - Entry	2
Deaf & Hard of Hearing Specialist - Obj.	4
Deaf & Hard of Hearing Specialist - Sr.	5
Disability Claims Reviewer	<u>6</u>
Disability Claims Specialist	<u>7</u>
Disability Determination Specialist - Entry	<u>4</u>
Disability Determination Specialist - Obj.	<u>5</u>
Economic Support QA Analyst	7
Economic Support QA Reviewer - Entry	3
Economic Support QA Reviewer - Obj.	4
Economic Support QA Specialist	5
Economic Support Specialist 1	6
Economic Support Specialist 2	7
Equal Rights Officer - Entry	3
Equal Rights Officer - Jrny.	5
Equal Rights Officer - Sr.	7
Experiential Rec. Spec. - Entry	1
<u>Experiential Rec. Spec. – Entry</u>	<u>2*</u>
Experiential Rec. Spec. - Obj.	2
<u>Experiential Rec. Spec – Obj.</u>	<u>3*</u>
Forensic Specialist	7
Health Services Specialist 1	6
<u>Health Services Specialist 1</u>	<u>7*</u>
Health Services Specialist 2	7
<u>Health Services Specialist 2</u>	<u>8*</u>
Ind. & Labor Trng. Coord. 1	4

Ind. & Labor Trng. Coord. 2	5
Job Service Analyst 1	4
Job Service Analyst 2	5
Job Service Analyst 3	6
Job Service Analyst 4	7
Job Service Counselor 1	2
Job Service Counselor 2	3
Job Service Counselor 3	4
Job Service Counselor 4	5
Job Service Counselor 5	7
Job Service Specialist 1	2
Job Service Specialist 2	3
Job Service Specialist 3	4
Job Service Specialist 4	5
Juvenile Review & Release Specialist	7
Juvenile Services Specialist	7
Labor Market Analyst 1	2
Labor Market Analyst 2	3
Labor Market Analyst 3	4
Labor Market Analyst 4	5
Licensing/Certification Specialist	6
Medical Records Librarian	4
Medigap Insurance Specialist - Entry	4
Medigap Insurance Specialist - Obj.	5
Medigap Insurance Specialist - Lead	6
Offender Classification Specialist 1	6
Offender Classification Specialist 2	7
Ombudsman Services Spec. - Entry	4
<u>Ombudsman Services Spec. – Entry</u>	<u>5*</u>
Ombudsman Services Spec. - Obj.	5
<u>Ombudsman Services Spec. – Obj.</u>	<u>6*</u>
Parole Commission Member	10
<u>Probation and Parole Agent (A)</u>	<u>4</u>
<u>Probation and Parole Agent (B)</u>	<u>5</u>
<u>Probation and Parole Agent (C)</u>	<u>6</u>
<u>Probation and Parole Agent (C)</u>	<u>7*</u>
Psychological Services Associate - Entry	2
<u>Psychological Services Associate – Entry</u>	<u>3*</u>
Psychological Services Associate - Obj.	4
<u>Psychological Services Associate – Obj.</u>	<u>5*</u>
Psychologist	7

<u>Psychologist</u>	<u>8*</u>
Psychologist - Doct.	7
<u>Psychologist – Doct.</u>	<u>8*</u>
Psychologist - Sr.	8
<u>Psychologist – Sr.</u>	<u>9*</u>
Psychologist - Sr. Doct.	8
<u>Psychologist – Sr. Doct.</u>	<u>9*</u>
Recreation Leader - Entry	1
<u>Recreation Leader – Entry</u>	<u>2*</u>
Recreation Leader - Obj.	2
<u>Recreation Leader – Obj.</u>	<u>3*</u>
Regional Housing Specialist	6
Rehabilitation Case Mgr. - Obj.	4
Rehabilitation Case Mgr. - Sr.	5
School Psychologist	7
<u>School Psychologist</u>	<u>8*</u>
School Psychologist - Doct.	7
<u>School Psychologist – Doct.</u>	<u>8*</u>
School Psychologist - Sr.	8
<u>School Psychologist – Sr.</u>	<u>9*</u>
School Psychologist - Sr. Doct.	8
<u>School Psychologist – Sr. Doct.</u>	<u>9*</u>
Social Services Spec. 1	6
Social Services Spec. 2	7
<u>Social Worker – In Training</u>	<u>4</u>
<u>Social Worker</u>	<u>5</u>
Social Worker - Sr.	5
<u>Social Worker – Sr.</u>	<u>7*</u>
Social Worker - Adv.	6
<u>Social Worker – Adv.</u>	<u>7*</u>
Substance Abuse Counselor - Entry	27
Substance Abuse Counselor - Obj.	28
Treatment Specialist 1	6
Treatment Specialist 2	7
Tribal Services Coordinator	8
Unempl. Benefit Analyst 1	4
<u>Unempl. Benefit Analyst 1</u>	<u>6*</u>
Unempl. Benefit Analyst 2	5
<u>Unempl. Benefit Analyst 2</u>	<u>7*</u>
Unempl. Benefit Analyst 3	6
<u>Unempl. Benefit Analyst 3</u>	<u>8*</u>
Unempl. Benefit Analyst 4	7

<u>Unempl. Benefit Analyst 4</u>	<u>9*</u>
Unempl. Benefit Specialist 1	2
<u>Unempl. Benefit Specialist 1</u>	<u>4*</u>
Unempl. Benefit Specialist 2	3
<u>Unempl. Benefit Specialist 2</u>	<u>5*</u>
Unempl. Benefit Specialist 3	4
<u>Unempl. Benefit Specialist 3</u>	<u>6*</u>
Unempl. Benefit Specialist 4	5
<u>Unempl. Benefit Specialist 4</u>	<u>7*</u>
Unempl. Benefit Specialist 5	6
<u>Unempl. Benefit Specialist 5</u>	<u>8*</u>
<u>Unempl. Insurance Collection Spec. – Entry</u>	<u>2</u>
<u>Unempl. Insurance Collection Spec. – Entry</u>	<u>4*</u>
<u>Unempl. Insurance Collection Spec. – Inter.</u>	<u>3</u>
<u>Unempl. Insurance Collection Spec. – Inter.</u>	<u>5*</u>
<u>Unempl. Insurance Collection Spec. – Sr.</u>	<u>4</u>
<u>Unempl. Insurance Collection Spec. – Sr.</u>	<u>6*</u>
<u>Unempl. Insurance Collection Spec. – Adv.</u>	<u>5</u>
<u>Unempl. Insurance Collection Spec. – Adv.</u>	<u>7*</u>
Unempl. Tax & Acctg. Spec. - Entry	3
Unempl. Tax & Acctg. Spec. - Inter.	4
Unempl. Tax & Acctg. Spec. - Sr.	5
Unempl. Tax & Acctg. Spec. - Adv.	6
Veterans Asst. Prog. Spec.	6
Veterans Benefit Specialist 1	3
Veterans Benefit Specialist 2	4
Veterans Benefit Specialist 3	5
<u>Veterans Employment & Tng. Spec.</u>	<u>3</u>
<u>Victim Services Specialist 1</u>	<u>4</u>
<u>Victim Services Specialist 2</u>	<u>6</u>
<u>Vocational Rehabilitation Cnslr – In Training</u>	<u>4</u>
<u>Vocational Rehabilitation Cnslr</u>	<u>5</u>
Vocational Rehabilitation Counselor - Sr.	<u>6</u>
<u>Vocational Rehabilitation Counselor – Sr.</u>	<u>7*</u>
Vocational Rehab. Spec. 1	6
Vocational Rehab. Spec. 2	7
Vocational Rehab. Spec. 3	8
Volunteer Coordinator	3
Worker's Comp. Specialist 1	<u>4</u>
Worker's Comp. Specialist 2	<u>5</u>
<u>Worker's Comp. Specialist 3</u>	<u>6</u>
Workers Compensation Rehab. Spec.	6

2/1/7 Law Enforcement (LE)

Chemical Test Coordinator 1	<u>12</u>
Chemical Test Coordinator 2	<u>13</u>
Police Communications Operator	12
Police Detective	<u>41</u>
Police Officer	<u>40</u>
State Patrol Inspector	<u>40</u>
State Patrol Trooper	<u>40</u>
<u>Transportation Cust. Rep. 1 – Field</u>	<u>9</u>
<u>Transportation Cust. Rep. 2 – Field</u>	<u>10</u>
<u>Transportation Cust. Rep. 3 – Field</u>	<u>11</u>
<u>Transportation Cust. Rep. 4 – Field</u>	<u>12</u>
<u>Transportation Cust. Rep. 4 – Field – Exam.</u>	<u>12</u>
<u>Transportation Cust. Rep. 5 – Field – Lead</u>	<u>13</u>

2/1/8 Employees excluded from these collective bargaining units are all office professional, (except Professional Social Services unit employes), sessional, confidential, limited term, project, management, supervisory and building trades-craft employes. All employes are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

2/1/9 The parties will review all deletions of existing classifications from the bargaining unit as well as all new classifications relating to the bargaining unit and, if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

2/1/10 The WSEU will be provided by DER, upon written request, available statistical data in DER's possession on LTE utilization.

SECTION 2: Dues Deduction

2/2/1 Upon receipt of a voluntary written individual order from any of its employes covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employe those dues required as the employe's membership in the Union. A list of all employes from whose pay dues have been deducted shall be sent to the appropriate local with that local's dues deduction check. At the same time, a copy of said list of employes shall also be sent to Council 24.

2/2/2 Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employe's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly

divided between the A and B pay periods. Deductions shall be made only when the employe has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the local Union.

2/2/2A Dues shall be deducted each pay period (biweekly) if the local Union has notified the Department of Employment Relations, or the University of Madison payroll, of its intent to change from the current deduction method to a biweekly deduction and has provided the amount of the biweekly deduction.

2/2/3 Employes represented by the WSEU who have a WSEU membership card on file who move to another position which may be legally represented by the WSEU will have their WSEU dues deduction continued. When an employe represented by the WSEU who has a WSEU membership card on file moves to a position which may not legally be represented by the WSEU, the dues deducted on behalf of the WSEU shall cease. Subsequent to the employe movement, dues deductions will be paid to the local Union having jurisdiction over the geographic assignment of the employe. New authorization cards must be submitted as indicated above by employes returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions to the appropriate local Union within ten (10) days after the payday covering the pay period of deduction.

2/2/4 Such orders may be terminated in accordance with the terms of the order the employe has on file with the Employer. However, under no circumstances shall an employe be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any year of its life or earlier by the employe giving at least thirty (30) but not more than one hundred twenty (120) days written notice to the Employer and local Union.

2/2/5 In those units that have a fair share or maintenance of membership agreement, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members, as certified by the Union from the earnings of the employes in the units. The amount so deducted shall be paid to the Union.

2/2/6 The Employer will not deduct from the pay of any employes in any bargaining unit covered by this Agreement dues or other financial contributions for any other labor organization.

2/2/7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 3: Bulletin Boards

2/3/1 The Employer shall provide bulletin boards at locations mutually agreed upon for use by the local Unions to enable employes of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally. The normal size of new bulletin boards will be eight (8) square feet. The Employer will maintain bulletin boards provided under prior negotiated collective bargaining agreements and they need not conform to the normal size. In the event any new bulletin boards are mutually agreed upon, the Employer shall pay fifty

percent (50%) and the Union shall pay fifty percent (50%) of the cost of such new boards. All notices shall be posted by the President of the local Union or his/her designee and shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of the International Union or other Labor Organizations with which the Union is affiliated;
- G. Reports of Union standing committees;
- H. Any other material authorized by the Employer or his/her designee and the President of the local Union or his/her designee; and,
- I. Official Union publications.

2/3/2 (AS) In those buildings where no boards exist for the WSEU and/or the Administrative Support unit local, a bulletin board shall be made available if there are at least ten (10) employees of the unit. The location and size of the board shall be determined by mutual local agreement. In those locations employing less than ten (10) administrative support unit employees, space for two (2) 8 1/2 x 11 sheets shall be made available on existing management bulletin boards, with the mutual agreement by the parties at the worksite.

2/3/3 No political campaign literature or material detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the President of the local Union or his/her designee. Any material determined by the Employer to not be in compliance with the provisions of this section shall be brought to the attention of the local Union/Chapter President or his/her designee and said material shall be discussed prior to its removal from the board.

2/3/4 (BC, SPS, T, PSS, LE) The location, size, type and number of bulletin boards shall not be subject to the grievance procedure in Article IV. In determining the location and number of new bulletin boards at assigned work sites, consideration shall be given to diverse factors including but not limited to: normal traffic patterns, the number of employees at such work locations, the type of work performed, the general location of employee gathering places, such as break rooms and lounges, and access of the public to such locations. The location, size, type and number of new bulletin boards shall be subject to the grievance procedure in Article IV. For the purposes of this paragraph only "assigned work sites" shall mean the facility or location to which the employee is normally assigned by the Employer and from which he/she performs his/her assigned duties.

SECTION 4: Personnel Transactions

2/4/1 In the next directory published for the University of Wisconsin--Madison, a listing of all University employees covered by this Agreement who work at the University of Wisconsin--Madison will be included. The listing will include:

- A. The name;
- B. Building location;
- C. Work Phone;

- D. Home address;
- E. Home phone;
- F. Employee classification.

The listing of the home address and home telephone is at the employee's option.

2/4/2 The Employer will furnish the Treasurers of the local unions a list of dues check off information, seniority information and personnel transactions affecting employees in the units covered by this Agreement. This information will be included with the dues checks received from the payroll department on a biweekly basis including "C" payroll periods and will include the following information:

- A. bargaining unit;
- B. employee name;
- C. social security number;
- D. classification (old, new);
- E. work telephone number;
- F. home and work addresses;
- G. seniority date and tie-breaker information;
- H. ethnic group;
- I. sex;
- J. amount of dues deducted;
- K. effective date of the dues deduction;
- L. personnel transaction and effective date;
- M. "add" if new employee;
- N. "C" to indicate a change in employee information.

2/4/3 The Employer agrees to provide Council 24 with thirty (30) days notice of any positions which will be reallocated out of the bargaining unit as a result of personnel surveys by the Department of Employment Relations.

2/4/4 Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses, home telephone numbers, or other information protected by ss. 19.31-19.36 and 230.13, Wis. Stats. or any Federal laws, of employees covered by this Agreement, to any individual entities, or other labor organizations, including local unions, except for Council 24, or the local union treasurer for their respective local membership list, unless required to do so by the Wisconsin Employment Relations Commission, or a court of law. The Employer will notify the Union of any lists provided under this Section.

SECTION 5: Union Activity

2/5/1 Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

SECTION 6: Union Conventions, Educational Classes and Bargaining Unit Conferences

2/6/1 Conventions

Duly elected Union delegates or alternates to the annual conventions of the Wisconsin State Employees Union, Council 24, the Wisconsin State AFL-CIO Convention and the Wisconsin PEOPLE convention shall be granted time off, without pay, not to exceed a total of thirteen (13) workdays annually to attend said conventions.

2/6/2 Duly elected Union delegates or alternates to the biennial convention of the AFSCME, AFL-CIO, shall be granted time off without pay, not to exceed a total of ten (10) workdays, to attend said convention.

2/6/3 This time off may be charged to vacation credits, holiday credits, compensatory time or to administrative leave without pay as the individual employe may designate.

2/6/4 The employe shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing on attendance at such functions whenever possible. However, when an emergency arises and a delegate is unable to attend, the alternate shall give his/her supervisor at least five (5) calendar days advance notice in writing of attendance at such function, whenever possible.

2/6/5 Educational Classes

Employes who are elected or selected by the Union to attend educational classes conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes. The number of employes for all six bargaining units shall not exceed the following:

2/6/6 (BC, LE, SPS, T)

- A. Wisconsin Veterans Home local -- 5
- B. Northern Center for the Developmentally Disabled -- 5
- C. Central Center for the Developmentally Disabled -- 5
- D. Southern Center for the Developmentally Disabled -- 5
- E. Mendota Mental Health Institute local -- 5
- F. Winnebago Mental Health Institute local -- 5
- G. University of Wisconsin - Milwaukee local -- 5
- H. University of Wisconsin - Madison local -- 21 total (not to exceed 15 BC, 10 T, 1 SPS, 1 LE)
- I. Each Correctional Institution local -- 4
- J. DNR Local 1218 -- 3 (per chapter)
- K. Statewide locals (excluding Local 55) -- 7 (each)
- L. All other locals -- 2 (each)
- M. Wisconsin State Patrol Union Local 55 -- 19 total (2 employes per State Patrol District plus the 5 table officers of Local 55, or designee in lieu of table officers. It is recognized that the 5 table officers, or designee in lieu of table officers, could result in the restriction of 2 per State Patrol District to be exceeded.

2/6/7 (AS)

Administrative Support Represented by Local	Unit Employees to Attend Educational Classes
100 or less	2
101 through 300	3
301 through 500	4
501 through 700	5
701 through 900	6
901 and over	7

2/6/7A (PSS)

Statewide locals -- 18 each

2/6/8 (BC, SPS, T, LE) The number of workdays off for such purposes shall not exceed ten (10) for each employe in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employe may designate. The employe shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employe's intention to attend such functions.

2/6/9 (AS) The number of workdays off for such purposes shall not exceed ten (10) for any one employe in any one calendar year except at the University of Wisconsin-Madison local where the number of bargaining unit employes who may attend shall not exceed ten (10) and the number of workdays off shall not exceed seven (7) for any one employe in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employe may designate. The employe shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing of his/her intention to attend such functions.

2/6/9A (PSS) The number of workdays off for such purposes shall not exceed ten (10) for any one employe in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employe may designate. Where the nature of the educational class is for professional development, such time may be charged to time off without loss of pay under Article 11/13/2, as the employe may designate. The employe shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employe's intention to attend such functions.

2/6/10 Bargaining Unit Conferences

Attendance at bargaining unit conferences covered by this Section shall be limited to the regularly scheduled bargaining unit conferences held in June and September of each year of the contract and up to six (6) special bargaining unit conferences for the duration of the Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employe may designate. The employe shall give his/her immediate supervisor at least ten (10) calendar days advance written notice of the employe's intention to attend such function.

2/6/11 Schedule Changes

Where an employe wishes to attend a Union educational class, Union convention, or bargaining unit conference as listed above requiring a change in schedule with another employe capable of performing the work, the immediate supervisor will make a reasonable effort to approve the change of schedule between the two (2) employes providing such a change does not result in overtime.

2/6/12 Where notice from the employe is required in 2/6/4, 2/6/8, 2/6/9, 2/6/9A, and 2/6/10 above, Council 24 shall also provide insofar as possible, at least seven (7) calendar days in advance of the function, written notice containing the names, department and local union designation of the employes designated to attend such functions. This written notice is to be sent to the Department of Employment Relations, Bureau of Collective Bargaining.

SECTION 7: Printing of Agreement

2/7/1 The text of this Agreement shall be prepared under the direction of the Wisconsin Employment Relations Commission in accordance with procedures established by the Commission. The Commission shall provide each party an opportunity to proof and correct a draft version of the text. The Commission will certify the text of the Agreement, which was agreed to by the parties and following said certification, each party shall be responsible for printing copies sufficient for its requirements.

2/7/2 Any material not certified by the Commission, which appears in a printed Agreement of either of the parties, shall not be considered a valid part of this Agreement.

2/7/3 It shall not be the responsibility of the Employer to provide the employes covered by this Agreement with a copy of the Agreement.

SECTION 8: Attendance at Local Union Meetings, Monthly Steward Meetings, or Monthly Local Union Executive Board Meetings

2/8/1 Local Union officers and stewards shall be granted time off without pay to attend local Union meetings, monthly steward meetings, and monthly local union executive board meetings, upon ten (10) calendar days advance notice to his/her immediate supervisor. When the officer, steward, and local executive board member is granted time off without pay to attend the local union meeting, steward meeting, and monthly local union executive board meeting, the employe will be allowed to work up to four (4) hours to make up for such lost time for each local union meeting and monthly local union executive board meeting, and eight (8) hours for a monthly steward meeting. Makeup time for all employes shall be at the regular rate of pay and scheduled by the Employer. Makeup time shall normally occur during the same week that the meeting occurred but may occur in the following week or pay period if it does not generate overtime under the Agreement or the Fair Labor Standards Act requirements.

2/8/2 Schedule Changes

Where an employe wishes to attend a Union activity under Section 8, the employe may, with prior supervisor approval, cover the absence with a voluntary schedule change or by exchanging shifts with another

employe, providing such change is mutually agreed upon between the two (2) employes and does not result in overtime.

SECTION 9: Telephone, Email And Fax Use

2/9/1 Existing telephone facilities may be used by local Union officers and stewards for Union business. The location, number and procedure for using telephones shall be mutually agreed to at the first local labor-management meeting. Such use shall not obligate the Employer for the payment of long distance or toll charges. Management will endeavor to respect the confidentiality of phone conversations concerning Union business conducted in accordance with the provisions of this Agreement or a local agreement.

2/9/2 Where currently no existing practices or local agreements are in place, union use of existing Employer facsimile machines shall be limited to communication between union and management.

2/9/3 (BC, T, PSS, SPS, LE) Local Union officers and stewards may use their existing state assigned Email for conducting Union business only as authorized under the Agreement. Such use shall be in compliance with 2/5/1. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This provision does not obligate the Employer to expand Email access nor limit agencies from developing or modifying their own policies and procedures for Email use. This provision shall expire with the expiration of the 1999-2001 Agreement.

SECTION 10: Mail Service

2/10/1 (LE [Local Unions 55 and 1195] SPS) Local Unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of four membership mailings per month, not to exceed thirty six (36) mailings per year, to members of their respective locals. Local Unions shall be allowed to use intra-institutional mail service (if available). Such mailings must be of a reasonable size and volume and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings
- F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;
- G. Reports of Union Standing Committees.

2/10/1A (AS, BC, T, PSS) Local unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of twenty-four (24) membership mailings per year, not to exceed four (4) per month, to members of their respective locals. Local Unions shall be allowed to use intra-departmental mail service (if available). Such mailings must be of a reasonable size and volume, and

prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;
- G. Reports of Union Standing Committees.

2/10/2 No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

2/10/3 Local Union use of the mail systems involved shall not include any U.S. mails or other commercial delivery services used by the state as part of or separate from such mail system(s). The Union's use of the mail service shall be the responsibility of the president or a designee of the local Union.

SECTION 11: Visitations

2/11/1 The Employer agrees that non-employee officers and representatives of the WSEU or of the International Union shall be admitted to the premises of the Employer during working hours upon advance notice, twenty four (24) hours if possible, to the appropriate Employer representative. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer where operational requirements do not permit unlimited access.

SECTION 12: Executive Board of Council 24

2/12/1 Council 24 will furnish to the Department of Employment Relations, Bureau of Collective Bargaining, in writing, the names, departments, and local Union designation of elected members of the Executive Board within five (5) days after election to the Executive Board. Notification of any changes in the membership of the Executive Board shall be made in writing to the Department of Employment Relations, Bureau of Collective Bargaining within five (5) days after such change. Duly elected members of the Executive Board of Council 24 of the Wisconsin State Employees Union [not to exceed a total of twenty (20) employees from all bargaining units] shall be granted time off without pay to attend the regular monthly meeting and no more than six (6) special meetings of the Executive Board each calendar year. Such members will give their immediate supervisors seven (7) days advance written notice of the intended absence.

SECTION 13: Loss of Benefits

2/13/1 Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for the first two hundred sixteen (216) hours of time spent per calendar year in authorized Union activities contained in Article II, Section 6 (Union Conventions, Educational Classes, and Bargaining Unit Conferences) and Section 8 (Attendance at Local Union Meetings or Monthly Steward Meetings).

2/13/2 Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for time spent in authorized union activities contained in Article II, Section 12 (Executive Board) and for contract negotiations meetings with the Employer [six (6) designated members of the Union's bargaining team from each of the bargaining units covered by this Agreement]. A total of up to six (6) employees from all six (6) bargaining units on leave of absence under 13/8/3 shall also be covered. Such coverage shall be limited to a cumulative period of time of up to one (1) year per person for the life of the contract.

2/13/3 It is expressly understood that the Union or the employee can contribute to the Wisconsin Retirement Fund an amount equal to the amount that both the employee and the Employer would have contributed to the Wisconsin Retirement Fund if the employee had not been on leave of absence without pay.

2/13/4 The Union shall be allowed to prepay the retirement contributions for employees (at differing rates for employees in general or protective occupations) who are on leaves of absence without pay for contract negotiations. The contribution for an employee shall be based on the compensation the employee would be deemed to have been paid (at their then current base rate of pay) for the time during which the employee would be on a leave of absence without pay for contract negotiations. If the Union chooses to prepay said retirement contributions, it shall be obligated to prepay both the employee's and the Employer's contribution. There shall be one prepayment for the entire period of contract negotiations.

2/13/5 If the Union prepayment is in excess of the amount required to maintain an employee's status in the Wisconsin Retirement System, said excess shall be returned to the Union after the close of contract negotiations. When prepayment is made, the Union shall provide the Employer with the names of the employees so covered, and the calculations used in establishing the amount to be prepaid. Said prepayment shall be made at least one (1) month prior to the time at which an employee goes on leave without pay status for contract negotiations.

2/13/6 All contributions shall be in accordance with ch. 40, Wis. Stats.

SECTION 14: Local Union Orientation

2/14/1 A representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientations involving from two (2) to five (5) new, restored, or reinstated WSEU represented employees as well as employees reallocated from non-WSEU represented bargaining units. When six (6) or more WSEU represented employees are scheduled, up to sixty (60) minutes shall be scheduled. The Employer shall notify the local Union five (5) days prior to any group orientation.

2/14/2 In the absence of such group orientation meetings, or when the Employer has given less than ten (10) days notice of a group orientation to the Union, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of a new employe(s), (up to sixty [60] minutes when the Employer

schedules such orientations for six (6) or more employees at the same meeting) or to distribute to new employees represented by the WSEU a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer within thirty (30) days of the date of hire and shall be without loss of pay.

2/14/3 When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation(s) in advance of the meeting(s). The Employer retains the right to review the materials and refuse to distribute any materials, and/or prohibit or terminate any Union orientation presentation, that contains political campaign information or material detrimental to the Employer. The Employer will inform the Union in advance of its intention to attend any Union orientation. The Employer will not prohibit or terminate any Union orientation until a discussion has been held with the Union representative giving the orientation. Attendance at Union orientation presentations shall be voluntary. Union orientation is an appropriate subject for local negotiations.

2/14/4 (AS, T, BC) Prevention of a hostile work environment shall be a component of all new employee training.

SECTION 15: Utilization of Technologies

2/15/1 Both the Employer and the Union agree that changing technologies in the work place significantly enhance communications not only internally, but also externally. Computers, fax machines, e-mail, Internet access, multimedia, and video conferencing, to name a few, have changed the dynamics of the work place.

Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a joint state-wide committee to discuss, and upon mutual agreement, implement policies pertaining to the Unions' ability, and responsibilities in, utilizing these new technologies.

ARTICLE III

MANAGEMENT RIGHTS

3/1/1 It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management, however, such rights must be exercised consistently with the other provisions of this Agreement. Management rights include:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employees of the various agencies.

C. To transfer, assign or retain employees in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

3/1/2 It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

A. Original appointments and promotions specifically including recruitment, examinations, certification, appointments, and policies with respect to probationary periods.

B. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1: Definition

4/1/1 A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement.

4/1/2 Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor involved in quadruplicate (on mutually agreed upon forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employe(s) and/or Union representative.

4/1/3 If an employe brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the designated Union representative and no further discussion shall be had on the matter until the appropriate Union representative has been given notice and an opportunity to be present.

4/1/4 All grievances must be presented promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

4/1/5 The parties will make a good faith effort to handle filed grievances, discipline and investigations in a confidential manner. A breach of confidentiality will not affect the merits of the grievance, discipline or investigation.

4/1/6 (AS) Representatives of the Union and Management shall be treated as equals and in a courteous and professional manner.

SECTION 2: Grievance Steps

4/2/1 Pre-Filing: When an employe(s) and his/her representative become aware of circumstances that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Union representative will contact the immediate supervisor of the employe to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible.

4/2/2 If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Union and may hold the grievance in abeyance until such contact is made.

4/2/3 The Employer representative at any step of the grievance procedure is the person responsible for that step of the procedure. However, the Employer may find it necessary to have an additional Employer representative present. The Union shall also be allowed to have one additional representative present in non-pay status. Only one (1) person from each side shall be designated as the spokesperson. By mutual agreement, additional Employer and/or Union observers may be present.

4/2/4 All original grievances must be filed in writing at Step One or Two, as appropriate, promptly and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance.

4/2/5 Step One: Within twenty-one (21) calendar days of receipt of the written grievance or within twenty-one (21) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the designated agency representative will schedule a hearing and respond to the Step One grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible.

4/2/6 Step Two: If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the appointing authority or the designee (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One. Upon receipt of the grievance in Step Two, the department will provide copies of Step One and Step Two to the Bureau of Collective Bargaining of the Department of Employment Relations as soon as possible. Within twenty-one (21) calendar days of receipt of the written grievance, the designated agency representative(s) will schedule a hearing with the employe(s) and his/her representative(s) and a representative of Council 24 (as Council 24 may elect) and respond to the Step Two grievance, unless the time limits are mutually waived. The Employer and the Union agree to hear Step Two grievances on a regular schedule, where possible, at the work site or mutually agreed upon locations. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible.

4/2/7 Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days from the date of the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, except grievances involving discharge, which must be appealed within fifteen (15) calendar days from the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers without prejudice or precedent in the resolution of future grievances. The issue as stated in the Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

Time Limits

4/2/8 Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within the designated time limits of the appropriate step of the procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/2/9 If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a city other than that in which the Employer representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

4/2/10 Arbitration hearing date(s) for discharge cases will be selected within one (1) year from the date of appeal to arbitration, unless the parties mutually agree otherwise in writing.

SECTION 3: Arbitration Panel Procedures

4/3/1 Within seven (7) calendar days from the date of appeal to arbitration, the parties shall meet to select an arbitrator from the panel of arbitrators according to the selection procedures agreed upon.

4/3/2 Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator from the panel shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of the court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. Except as provided in Section 11 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/3/3 Both parties agree that there will be a panel of twelve (12) arbitrators selected to hear arbitration cases that are covered under the Agreement between the parties.

The procedure for selecting this panel of twelve (12) arbitrators is as follows:

- A. Both parties will make an attempt to mutually agree on a panel of twelve (12) arbitrators.
- B. If mutual agreement cannot be reached on the total twelve (12) arbitrators then the remaining number of arbitrators needed to complete the panel will be selected equally between the two parties.
- C. After one (1) year from the date the panel was selected, either party shall have the right to eliminate up to two (2) arbitrators from the panel.

D. In replacing the arbitrators that were eliminated from the panel the procedure in B above shall again be used, but, it is noted that any arbitrator eliminated in C above may not be placed back on the panel.

4/3/4 The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

A. Each arbitrator shall be assigned a number one (1) through twelve (12).

B. In selecting an arbitrator for a case the parties shall draw five (5) arbitrator numbers at random from the total twelve (12). Then the elimination process will be used to select one (1) arbitrator from the group of five (5).

C. If both parties mutually disagree with the arbitrator number that has been selected in B above, then the original process of selecting an arbitrator shown in B above will again be used.

D. If, after two attempts, the parties mutually disagree with the arbitrator number that has been selected, then both parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service.

E. Both parties shall jointly send letters to the twelve (12) arbitrators selected and request these arbitrators to agree to participate on the panel and comply with specific requirements.

F. Both parties agree to some type of retainer fee for each of the selected arbitrators in addition to a set daily fee allowed each arbitrator for his/her services.

4/3/5 Both parties shall jointly contact court reporters from around the state and develop a listing of these reporters who will agree to return the transcript of a hearing within ten (10) days from the date of the hearing.

4/3/6 If briefs are to be filed, both parties shall file their briefs within fourteen (14) days from the date of their receipt of the transcript. This time limit may be extended if mutually agreed by the two parties.

4/3/7 The decision of the arbitrator will be final and binding on both parties of this Agreement. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and 230.36 hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases, the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed.

SECTION 4: Retroactivity

4/4/1 Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step One. Employees who voluntarily terminate their employment (not including those who retire) will have their grievances immediately

withdrawn and will not benefit by any later settlement of a group grievance. When a discharged employe resigns for the purpose of withdrawing funds from the State's retirement system, his/her grievance of the discharge will not be considered as withdrawn.

SECTION 5: Exclusive Procedure

4/5/1 The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

SECTION 6: Number of Representatives and Jurisdictions

4/6/1 (BC, SPS, T, LE) Council 24 shall designate a total of up to 750 grievance representatives who are members of the bargaining units for the bargaining units.

4/6/2 (AS) Council 24 shall designate a total of up to 500 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/2A (PSS) Council 24 shall designate a total of up to 115 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/3 The Union shall designate the jurisdictional area for each grievance representative and his/her alternate. Each jurisdictional area shall have a similar number of employes and shall be limited to a reasonable area to minimize the loss of work time and travel giving consideration for the geographic area, employing unit, work unit, shift schedule and the right and responsibility of the WSEU to represent the employe of the bargaining unit. Jurisdictional areas shall include other employing units and/or departments where the number of employes in such units or departments are too minimal to warrant designation of a grievance representative.

4/6/4 (BC, T, PSS, LE) Each local Union or each chapter of a statewide local Union (for PSS and Department of Transportation SPS only) may appoint one chief steward whom the designated grievance representative of the local or chapter may consult with by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/4A (AS) Each local Union may appoint chief stewards, and shall furnish to the Employer, in writing, the name of the Chief Steward for each respective jurisdictional area. The grievance representative of the local may consult with his/her appropriate jurisdictional area Chief Steward by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/5 In those instances where there is not a designated grievance representative from an employe's bargaining unit available in the same building, a designated grievance representative from another WSEU represented bargaining unit or local Union within the same building shall be allowed, pursuant to Paragraph 4/8/1, to cross bargaining unit or local Union lines so as to provide grievance representation. Such substitute grievance representative shall obtain approval from his/her supervisor prior to providing such substitute representation.

4/6/6 (BC, SPS, T, PSS, LE) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/7 (AS) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas as soon as they are designated and determined but not later than 180 calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/8 The Employer will supply the local Union with a list of supervisors to contact on grievance matters.

SECTION 7: Union Grievances

4/7/1 Union officers and stewards who are members of the bargaining unit shall have the right to file a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement.

SECTION 8: Processing Grievances

4/8/1 The grievant, including a Union official in a Union grievance, will be permitted a reasonable amount of time without loss of pay to process a grievance through Step Three (including consultation with designated representatives prior to filing a grievance) during his/her regularly scheduled hours of employment. The employe's supervisor will arrange a meeting to take place as soon as possible for the employe with his/her Union representative through the Union representative's supervisor.

4/8/2 Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to investigate and process grievances through Step Three (including consultations) in their jurisdictional areas during their regularly scheduled hours of employment. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employe, and which involve like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employes covered by the grievance.

4/8/3 The grievance meeting as provided in the Pre-Filing Step and Steps One and Two above shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed otherwise. The Employer shall designate the time and location for pre-filing, first and second step grievance hearings. The grievant's attendance at said hearings, including reasonable travel time to and from the hearing, shall be in pay status.

4/8/4 The designated grievance representative shall be in pay status for said hearing and for reasonable travel time to and from said hearing, provided that the hearing occurs during his/her regularly scheduled hours of work.

If the grievant and/or the designated representative has a personally assigned vehicle, he/she may use that vehicle, without charge, to attend such grievance meetings, except that in the State Patrol, a designated grievance representative may only use his/her vehicle to attend a grievance hearing if the hearing occurs during his/her regularly scheduled hours of work. If there is a state fleet vehicle available, at the sole discretion of the Employer, the designated grievance representative may use the vehicle, without charge, to attend such grievance meetings. However, the decision of the Employer is not subject to the grievance procedure.

4/8/4A (BC, AS, SPS, T, LE) The Pre-Filing Step and Step One of the grievance procedure will be held on the grievant's and the grievant's representative's work time if the work time is on the same or overlapping shift. It is understood that the grievance time limits may have to be extended to accommodate this provision and that work schedules need not be changed.

4/8/5 The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/8/6 (BC, AS) The Employer and the Union may mutually agree to the need for an interpreter in discipline hearings and the Pre-Filing Step and Steps One and Two of the grievance procedure. The interpreter shall be used to assist persons who are hearing impaired or who do not speak English to understand the proceedings. The person selected as the interpreter will be mutually agreed to, and the Union and the Employer shall share the costs equally.

4/8/7 The Employer will send one (1) copy of the answered grievance at Step One to the District Council 24 area representative.

4/8/8 Information Requests

When requested by Council 24, information, materials, or photo copies pertinent to representation in the grievance procedure will be provided at no cost to the Union.

Any requests where costs exceed \$50.00 (fifty dollars), if questioned by the agency, must be approved by the Director of Council 24, and DER.

SECTION 9: Discipline

4/9/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate corrective disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause may appeal a demotion, suspension or discharge taken by the Employer beginning with the Second Step of the grievance procedure. A grievance in response to a written reprimand shall begin at the step of the grievance procedure that is appropriate to the level of authority of the person signing the written reprimand, unless the parties mutually agree to waive to the next step. Any letter issued by the department to an employee will not be considered a written reprimand unless a work rule violation is alleged or it is specifically identified as a letter of reprimand.

4/9/2 An employe shall be entitled to the presence of a designated grievance representative at an investigatory interview (including informal counseling) if he/she requests one and if the employe has reasonable grounds to believe or has been informed that the interview may be used to support disciplinary action against him/her.

4/9/3 Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of an informal counseling or performance evaluation meeting shall not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employe had been made aware of the circumstances which resulted in performance evaluation or informal counseling.

4/9/4 If any discipline is taken against an employe, both the employe and local Union president, or his/her designee, will receive copies of this disciplinary action. If the supervisor and the employe meet to explain or discuss the discipline, a Union representative shall be present, if requested. When an employe has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employe shall be so advised.

4/9/5 No suspensions without pay shall be effective for more than thirty (30) days.

4/9/6 Where the Employer provides written notice to an employe of a pre-disciplinary meeting, and the employe is represented by a WSEU statewide local union, the Employer will provide a copy of such notice to the local union. Current practices between other WSEU local unions and the Employer will continue.

SECTION 10: Exclusion of Probationary Employes

4/10/1 Notwithstanding Section 9 above, the retention or release of probationary employes shall not be subject to the grievance procedure except those probationary employes who are released must be advised in writing of the reasons for the release and do, at the discretion of the Personnel Commission, have the right to a hearing before the Personnel Commission.

4/10/2 In those situations where an employe is on permissive probation between employing units in the same agency and same class due to a transfer and that probation is terminated for any other reason than performance, the employe has the right to a formal meeting and reason for termination in writing. If the employe feels that the termination was for arbitrary and/or capricious reasons and not consistent with how other similarly situated employes are treated, the employe has the right to appeal the probation termination through the grievance procedure as set out in Article IV, Section 12, of the collective bargaining agreement.

SECTION 11: Pay Status of Arbitration Witnesses

4/11/1 When an employe is subpoenaed by either party in an arbitration case that employe may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work providing the testimony given is related to his/her job function or involves matters he/she has witnessed while performing his/her job and is relevant to the arbitration case. A subpoenaed employe who appears during his/her non-scheduled hours of work shall be guaranteed an appearance fee equivalent to the hourly rate of the employe for two (2) hours or all hours testifying at the hearing, whichever is greater.

4/11/2 It is the intent of this section that every effort shall be made to avoid the presentation of repetitive witnesses.

4/11/3 A grievant appearing during non-scheduled hours of work at a special arbitration hearing as covered in Section 12 of this Article shall be paid an appearance fee equivalent to the hourly rate of the grievant for one (1) hour when appearing at the hearing. It is expressly understood by the parties that no more than one (1) appearance fee per day may be paid to a grievant appearing at the hearing.

SECTION 12: Special Arbitration Procedures

4/12/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/3/1-7 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/3/1-7. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by District Council 24, WSEU, and the State Bureau of Collective Bargaining for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

1. The cases presented to the arbitrator will consist of campus, local institution or work site issues, short-term disciplinary actions [five (5) day or less suspensions without pay], denials of benefits under s. 230.36, Wis. Stats., and other individual situations mutually agreed to.
2. The arbitrator will normally hear at least four (4) cases at each session unless mutually agreed otherwise. The cases will be grouped by institution and/or geographic area and heard in that area.
3. Case presentation will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than two (2) per side. If called to testify, the grievant is considered as one of the two witnesses.
4. The arbitrator will give a bench or other decision within five (5) calendar days. The arbitrator may deny, uphold, or modify the action of the Employer. All decisions will be final and binding.
5. Where written decisions are issued, such decisions shall identify the process as non-precedential in the heading or title of the decision(s) for identification purposes.
6. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

7. Representatives of DER and AFSCME Council 24 shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. Whenever possible, each arbitrator will conduct hearings a minimum of two (2) days per month. District Council 24, Wisconsin State Employees Union and the State Bureau of Collective Bargaining will meet with the arbitrator at least once every six months and select dates for hearings during the next six (6) month period.

2. The cases presented to the arbitrator will consist of campus, local institution, or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations mutually agreed to.

3. Cases will be given an initial joint screening by representatives of the State Bureau of Collective Bargaining and the WSEU, Council 24. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

4. Statements of facts and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing date unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will also be provided to the arbitrator prior to the hearing.

5. The arbitrator will normally hear at least eight (8) cases at each session unless mutually agreed otherwise. Whenever possible, the cases will be grouped by campus, institution and/or geographic area and heard in that area. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The case in chief will be limited to five (5) minutes by each side with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called. No objections will be allowed. No briefs or transcripts shall be made. The Grievant and his/her steward, plus a department representative and the supervisor, will be present at the hearing and available to answer questions from the arbitrator.

7. The arbitrator will render a final and binding decision on each case at the end of the day on the form provided. The arbitrator may deny, uphold or modify the action of the Employer.

8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

SECTION 13: Complaint Procedure

4/13/1 (PSS) A complaint is any matter of dissatisfaction of an employe with an aspect of a bargainable condition of employment, which does not involve a grievance as defined in this contract. However, a complaint shall not include any matter involving job instruction or job assignment. A complaint may be processed up to and including the Second Step of the grievance procedure, subject to the same time limits and regulations contained in such two steps. It is expressly understood that complaints may not be appealed to arbitration.

Once a complaint is decided at the Second Step of the procedure, the same complaint may not again be filed by any other member of the bargaining unit at the same location or the complainant during the term of the Agreement unless there is a significant change in circumstances. When an employee uses the grievance form for the purposes of filing a complaint, he/she should clearly identify the problem and label the form to indicate that it is not a grievance but a complaint so that there will be no misunderstanding that no provision of the Agreement will be quoted other than the section relating to the complaint procedure.

SECTION 14: Concentrated Performance Evaluation

4/14/1 (BC, PSS, LE, SPS) Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/14/1A (AS, T) Employees will be placed on a concentrated performance evaluation program (for example, Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPPD, Final Performance Improvement Plan/FPIP, Concentrated Performance Evaluation/CPE, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, a representative of the local Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/14/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of a possible termination or other disciplinary action, a designated grievance representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the grievance representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

4/14/3 (AS) Evaluations that occur more than once per year may be used as documentation of the reasons for beginning a concentrated performance evaluation program. Such evaluations shall be corrective in nature and shall not result in discipline without just cause. The parties agree that this paragraph does not change the grievability of performance evaluations under this Section.

ARTICLE V

SENIORITY

SECTION 1: General

5/1/1 Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/1/2 The Employer shall notify the Union as soon as the Employer becomes aware of formal consideration being given to state assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise by Executive Order, or aware of any legislative hearings scheduled to discuss such state assumptions of functions.

5/1/3 (SPS, LE) Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except where an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

5/1/4 (BC, AS, T, PSS) Where within three (3) years of resignation or discharge an employee is rehired, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

5/1/5 In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the older employee considered having the greater seniority.

5/1/6 (State Patrol Troopers and Inspectors Only) In the event two employees have the same seniority date, seniority of the one against the other shall be determined by first academy class ranking with the person having the higher ranking considered to have greater seniority.

SECTION 2: Seniority Information

5/2/1 The Employer agrees to provide all local unions with two seniority lists. One list shall be by local union, employing unit, classification, and employee name by seniority with date of birth and mailing address. The second list shall be by local union, employing unit, classification, and employee name by alphabetical listing with date of birth and mailing address. These lists shall be provided on a semi-annual basis. Employees shall have thirty (30) calendar days from the date the list is provided to the local Union officer to correct errors except that in cases of layoff the time available for correction of errors shall be the life of the list.

ARTICLE VI

HOURS OF WORK

SECTION 1:

6/1/1 (PSS) The standard basis of employment is forty (40) hours in a regularly reoccurring period of 168 hours in the form of seven (7) consecutive 24 hour periods.

SECTION 2: Scheduling

6/2/1 Work Schedules

Work schedules are defined as an employe's assigned hours, days of the week, days off, and shift rotations.

6/2/2 In those departments where work schedules are fixed or posted, fixed work schedules shall be defined as set and recurring without the need to be posted, and posted work schedules shall be defined as set for a specific period of time, established by the department, and communicated to employes. Changes in such work schedules shall be made only to meet the operational needs of the service, which, if requested, shall be explained and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days notice will be provided to the local Union and to employes affected by a change in such work schedule. Work schedules will not be changed to avoid the payment of overtime. However, with management approval, employes may voluntarily agree to changes in work schedules. When the duration of such schedule change exceeds two (2) weeks, the Union will be notified. The Union shall have the right to file a grievance in accordance with Article IV commencing at Step One if it feels a work schedule change has been made arbitrarily.

6/2/2A (PSS) Probation and Parole Agents will be permitted to work flexible schedules with supervisory approval. Changes in work schedules initiated by the employe for non-emergency reasons will not result in overtime.

6/2/3 (BC, AS, SPS, T, LE) This section shall be amended in accordance with agreements reached pursuant to the provisions of Article XI, Section 2.

6/2/4 (BC, AS, SPS, T, LE) Scheduling of Overtime

Whenever scheduled overtime work is required, the Employer will whenever practicable, assign such scheduled overtime work by seniority on a rotating basis unless mutually agreed otherwise among those included employes in that classification assigned to the work unit who normally perform the work involved.

6/2/4A Scheduling of extra hours, whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employes in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

6/2/5 (BC, AS, SPS, T, LE) In the overtime assignment process, employees shall be permitted to decline scheduled overtime work, however, the Employer shall have the right to require the performance of overtime work. When all employees in the work unit who normally perform the work involved decline an opportunity for scheduled overtime, the Employer shall require the performance of scheduled overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority.

6/2/6 (BC, AS, SPS, T, LE) Employees who do not want to accept scheduled overtime work on an ongoing basis may file a written waiver on a quarterly basis. Such waiver shall indicate that the Employer is relieved from the requirement to offer scheduled overtime work to the employee for the period covered in the waiver. The waiver in no way affects the ability of the Employer to require the employee signing the waiver to perform scheduled overtime work as provided in this section.

6/2/7 (BC, AS, SPS, T, LE) Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary twenty four (24) hours or more in advance of the overtime work.

6/2/7A (BC, AS, SPS, T, LE) Unscheduled overtime work is defined as any overtime work for which the need is known less than twenty four (24) hours in advance of the work.

6/2/7B (SPS, T) Institution/hospital based patient/resident/inmate direct care employees notified while on duty that they are being required to work an additional consecutive shift, will be guaranteed a minimum of two (2) additional hours of work with pay. With the agreement of the employee and the Employer, such employees may be released from duty in less than two (2) hours, but, in such instances, be paid only for the actual time worked.

6/2/8 (BC, AS, SPS, T, LE) The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one (1) hour of their paid leave (excluding sick leave), unpaid leave or to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

6/2/9 Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

6/2/10 Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hrs. total, unless mutually agreed to otherwise pursuant to Article 11/2/8.

6/2/11 Employees serving a suspension without pay will not be excluded from the opportunity to work additional hours on days during the work week other than the specified days of suspension.

SECTION 3: Overtime

6/3/1 (BC, AS, SPS, T, LE) Definitions

- A. Overtime -- Time that an employee works in excess of forty (40) hours per workweek.

B. Workweek -- A regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods.

C. Work Time –

1. All hours actually spent performing duties on the assigned job.

2. Travel time required by the Employer:

a. Travel between job sites before, during or after the regular workday.

(BC, SPS, T, LE) b. Travel from a designated meeting place, to receive instructions or to pick up tools, to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

(AS) c. Travel from a designated meeting place, to receive instructions or to pick up or deliver tools, materials, equipment or supplies to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

d. The time spent in traveling from an employe's place of residence to and from a work site is not considered work time except in those instances where an employe is required by the Employer to travel in excess of eighteen (18) miles one way, measured from the employe's home work station or place of residence whichever is closer. In those instances, the miles in excess of eighteen (18) will be considered work time.

3. Rest Periods - Taken in accordance with Section 10 of this Article.

4. Wash up time - Taken in accordance with Section 11 of this Article.

5. Meal Periods -

a. Period less than thirty (30) minutes.

b. Where an employe is not relieved of his/her post, station or duty.

6/3/2 (BC, SPS, T, LE) Eligibility for Overtime Credit

The Employer agrees to compensate employes at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per workweek under the following conditions:

A. **(BC)** All employes except fire control employes who shall receive overtime compensation at the regular rate.

B. **(T)** All employes in positions which are currently receiving the premium rate will continue.

C. **(SPS)** All employes in positions which are currently receiving the premium rate will continue. Employes in the Department of Corrections, Wisconsin Correctional Center System, who are regularly scheduled to work forty (40) hours per week shall be compensated at the premium rate for all hours worked in excess of forty (40) hours per week.

D. **(BC, SPS, T, LE)** Riot Duty -- Providing specific funds have been allocated for this purpose, law enforcement personnel called in for riot duty shall receive premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per workweek. If the Employer is unable to meet the requirements of this section due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

E. **(BC, SPS, T)** A statewide labor-management meeting will be convened within sixty (60) days after the effective date of the Agreement to attempt to reach a satisfactory solution to the problem of premium rate for overtime work for employees who are presently exempt from the premium rate. If no agreement is reached, either party may appeal the matter to arbitration pursuant to the procedures in Article IV, Section 2, Step 3 except that the decision of the arbitrator shall be advisory.

6/3/3 (AS) The Employer agrees to compensate employees at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

6/3/4 (PSS) The Employer agrees to compensate employees who are in positions determined to be FLSA Non-exempt at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

6/3/5 (PSS) Employees identified as FLSA exempt shall earn compensatory credit on an hour-for-hour basis at the straight time rate for all hours worked over forty (40) hours in a workweek, provided that the extra hours were directed and approved by the employee's supervisor. Compensation for those credits shall be in compensatory time or cash at a straight time rate, or combination thereof, as the Employer may elect.

6/3/6 Overtime Compensation

A. Compensatory Time

1. Regular Rate - The amount of compensatory time earned shall equal the amount of actual hours worked in excess of forty (40) hours per workweek.

2. Premium Rate - The amount of compensatory time earned shall be one and one-half (1 2) times the amount of actual hours worked in excess of forty (40) hours per workweek.

B. Cash Payment

1. Regular Rate -- The employee's rate per hour including any applicable supplemental pay.

2. Premium Rate -- One and one-half (1 2) times the employee's regular rate.

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Payment of overtime at a premium rate shall be paid in addition to the premium rate paid for holiday work incurred during the same workweek.

SECTION 4: Compensatory Time

6/4/1 Pursuant to Negotiating Note No. 51, when FLSA compensatory time credits have been earned by an employe for overtime work, this accrued time shall be used at times and in amounts most desired by the employe, unless the use of such time is unduly disruptive of the agency's operation. The employe can carry such credits into the first four (4) months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1 of that year.

Non-FLSA compensatory time earned by an employe shall be used prior to layoff or January 1, whichever comes first. Accrued compensatory time in excess of forty (40) hours may be scheduled at the convenience of the Employer. If the Employer does not permit the employe to use accrued compensatory time by January 1, the employe can carry such credits into the first four (4) months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1 of that year.

6/4/2 Scheduling of Compensatory Time

When compensatory time credits have been earned by an employe for overtime work or work on a holiday, this accrued time shall be used prior to seasonal layoff or January 1, whichever comes first. However, if the Employer does not permit the employe to use accrued compensatory time by January 1, the employe may carry such credits into the first four months of the new calendar year. Accrued compensatory time in excess of five (5) days may be scheduled at the convenience of the Employer. For Fruit and Vegetable Grading Service employes of the Department of Agriculture, Trade, and Consumer Protection only, accrued compensatory time credits may be carried over into the first six (6) months of the new calendar year.

6/4/3 (BC, AS, SPS, T, LE) Employes not covered by the Fair Labor Standards Act shall have the right to take earned compensatory time for overtime. At the Employer's discretion, the employe may be paid in cash for unused compensatory time credits at the end of the year. If cash is not paid the employe shall carry such time until May 1 of the following year. Unused compensatory time credits shall then be paid in cash at the employe's current hourly rate.

6/4/4 Where overtime reports exist or computerized reports can be produced without additional cost to the Employer, the Employer shall provide upon request of the Local Union President, a biweekly report of the overtime hours worked and which employes worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

SECTION 5: Scheduling of Compensatory Time Credits

6/5/1 (PSS) For employees identified as FLSA exempt, when compensatory time credits have been earned under the provisions of 6/3/6 above, such credits shall be scheduled and used prior to January 1 of the following year. Compensatory time credits will be scheduled by the employee with the approval of his/her supervisor. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the Employer shall permit the employee to carry such credits into the first four (4) months of the next calendar year. For employees who are not permitted to use such carryover compensatory time credits during the carryover period, such carryover compensatory time credits will be cashed out at the employee's current rate.

6/5/2 (PSS) For employees identified as FLSA exempt, accrued compensatory time may be scheduled at the convenience of the Employer. Compensatory time records will be maintained by the Employer.

SECTION 6:

6/6/1 (PSS) Employees will be provided access to their work location at least between the hours of 6:00 a.m. and 7:00 p.m. whenever possible.

SECTION 7:

6/7/1 (PSS) Time spent in work related travel required by the Employer shall be considered work time.

SECTION 8:

6/8/1 (PSS) Time spent in Employer directed job related meetings shall be considered work time.

SECTION 9:

6/9/1 (PSS) Employees may be permitted to work at alternate work sites with management's approval for working on specific assignments.

SECTION 10: Rest Periods

6/10/1 (BC, AS, SPS, T, LE) All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

6/10/2 (PSS) Recognizing the fact that employees covered by this contract are professional, reasonable rest periods will be taken at the employee's discretion that will not conflict with the fulfilling of the operational needs of the work unit.

SECTION 11: Wash-up Time

6/11/1 (BC, AS, SPS, T, LE) Employees shall receive reasonable and adequate wash-up time immediately prior to their meal break and immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time.

SECTION 12: Meal Periods

6/12/1 (BC, AS, SPS, T, LE) No employee shall be required to take more than one (1) hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

6/12/2 (PSS) No employee shall be required to take more than one (1) hour as a meal period. The Employer recognizes that, due to work requirements, an employee may not be able to take his/her lunch period during the scheduled time. In those instances, the employee shall be allowed an alternate lunch period.

SECTION 13: Call-Back Time

6/13/1 (BC, AS, SPS, T, LE) Employees called back for duty or called in on the employee's day off will be guaranteed a minimum of four (4) hours of work with pay.

6/13/2 (BC, AS, SPS, T, LE) Work schedules will not be changed because of call back time in order to avoid overtime except where the call back consists of a full eight (8) hour shift.

6/13/3 (BC, AS, SPS, T, LE) Employees shall be called back in seniority order among those employees who normally perform that work within their classification, except in case of emergency.

6/13/4 (PSS) Institution based psychologists called back for duty will be credited with two (2) hours pay or compensatory time at the employee's regular rate of pay as the employee may elect.

SECTION 14: Court Appearances

6/14/1 (BC, SPS, T, LE) In those instances where a law enforcement officer is scheduled to appear in court on his/her off duty time and has been notified of cancellation of the court appearance less than twelve (12) hours prior to such appearance, the employee will be credited with three and one-half (3 ½) hours pay at the employee's regular rate of pay.

SECTION 15: Alternative Work Patterns

6/15/1 Alternative work patterns include flexible time, non-standard workweek employment, part time employment, job sharing and other patterns that may be developed between the parties.

6/15/2 Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. The determination of core hours is a subject of local negotiations pursuant to Article 11/2/8.

6/15/3 The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of alternative work patterns in appropriate work environments. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

6/15/4 Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If a DER/WSEU statewide meeting to discuss alternative work patterns is scheduled, the Union shall be allowed two representatives for each bargaining unit without loss of pay. Nothing in this Section shall infringe upon management's ability to ensure adequate coverage for operational requirements.

6/15/5 Where not in conflict with the FLSA, agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a work schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

6/15/6 Permanent part-time employment means employment of a continuous, recurring nature that requires the service of an employee for six hundred (600) hours or more on an annual basis.

6/15/7 Job sharing means coordinated permanent or project part-time employment involving two (2) or more persons sharing the same duties and responsibilities of a full-time budgeted position.

6/15/8 (BC, T) Employees who are scheduled on a split shift will not be required to work less than two (2) consecutive hours.

SECTION 16: Telephone Related Conceptual Agreements

6/16/1 Probation and Parole Agents will not be required to publicly list or provide their home telephone numbers, except to the Employer. The Employer agrees to not release the employee's home telephone number to anyone other than law enforcement agencies for work related reasons.

6/16/2 Probation and Parole Agents who receive calls at home shall be credited thirty (30) minutes per call, with subsequent calls within the same thirty (30) minutes not resulting in additional credits.

ARTICLE VII

TRANSFERS

SECTION 0: Waiver

7/0/1 (BC, T, SPS, LE, PSS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

7/0/1A (AS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of: relieving hardship; Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

SECTION 1: Transfer Within Employing Units

7/1/1 When a permanent vacancy occurs in a permanent (part-time, full-time or seasonal) position in an employing unit or when the Employer becomes aware of an impending permanent position in an employing unit, unless mutually agreed to otherwise, the Employer shall notify the local Union indicating the classification, any special requirements (including training and experience), the shift, shift rotation (if any), work schedule and the work location, and the local Union shall notify the employees of the bargaining unit in the employing unit. Interested permanent employees assigned to the same or other shifts in the employing unit who are in the same classification and who have completed their probationary period in the classification of the vacancy shall indicate their desire for a transfer by notifying the Employer within five (5) calendar days of notice to the employee or within seven (7) calendar days notice to the Union, whichever is greater. During the period while the selection process is being administered or for a maximum of six (6) months, whichever is less, the Employer may temporarily fill the vacancy to fulfill operational requirements. The employee selected to fill the permanent vacancy shall be the employee with the most seniority, unless he/she is not physically or emotionally fit for the job or cannot perform the work in a satisfactory manner.

7/1/1A (AS) In addition to employees identified in 7/1/1 above, employees in the employing unit who have been reallocated to a different classification as a result of a classification survey conducted or approved by the Department of Employment Relations (DER), will be considered for transfer (or demotion if reallocated to a classification in a higher pay range), utilizing their seniority, to a position in the classification from which reallocated. Employees shall be able to exercise this transfer (or demotion) right once during the twelve (12) month period following the date of reallocation.

7/1/2 (PSS) In addition to the provisions of 7/1/1, when the Employer determines that a position in this bargaining unit is in an approved progression series and the agency determines the position may be filled at the same or different level in that series, the position may be posted at all appropriate levels within the progression series.

7/1/3 (AS) Prior to posting a permanent vacancy for transfer, the Employer will identify any necessary demonstrable special qualifications and will so note on the posting. In such a situation the employee selected shall be the most senior employee who has indicated interest in the vacancy and meets the necessary demonstrable special qualifications.

7/1/4 (BC) Randomly Ranked Classifications Transfers Within Employing Units. Employees in classes for which random ranking is used for certification purposes may apply for transfers announced under 7/1/1 to classifications in the same pay range. This right is also extended to employees in positions classified as Laundry Worker 3. Consideration for such transfers will be given to persons within the employing unit only after the provisions of 7/1/1 are exhausted and in accordance with the following procedures. The vacancy shall be filled by transfer of an employee in another random ranked classification, or Laundry Worker 3 which is in the same pay range as the vacancy. The employee selected shall be from among the three (3) most senior applicants. The reason for the selection of an applicant other than the most senior shall not be arbitrary or capricious. The posting procedures and eligibility criteria of 7/1/1 shall apply; however, a single posting under both 7/1/1 and 7/1/4 may be conducted by the Employer so as to expedite the selection process. Following appointment, if within the first six (6) months the Employer determines the employee is not performing satisfactorily, the employee will be returned to his/her former position, or one of like nature, within the employing unit for which the employee is qualified. If no vacancy exists, the provisions of Article VIII (Layoff) shall apply.

7/1/5 At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

SECTION 2: Additional Procedures

7/2/1 When a permanent vacancy occurs or the Employer becomes aware of an impending permanent vacancy, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the vacancy.

7/2/1A It is in the best interests of the parties for employees to make informed decisions about their ability to perform or learn the essential functions of a position prior to accepting a contractual transfer. Upon request, a copy of the position description will be made available for the employee's review.

Where no interview is conducted, upon request, the Employer will provide additional information (e.g., vacation schedules, vacation scheduling policies and shift information) about the position, if available.

7/2/2 (PSS) Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer.

7/2/2A The employee will be notified of the effective date of the transfer at the time of acceptance. If the employee wishes written confirmation of the start date of the transfer, he/she will provide written confirmation of the start date to his/her supervisor and the supervisor will sign it. If a delay occurs regarding this date, the employee will be notified in writing as to the reason(s) for the delay.

7/2/2B (AS, LE, BC, SPS, TECH) Any employe who is selected for transfer shall have three (3) workdays in which to decline the offer. To expedite the hiring process, the employe is encouraged to contact the Employer as soon as a decision is reached to accept or decline the offer.

7/2/3 In the event the most senior employe is not selected to fill the vacancy, the Employer shall notify the affected employe(s) in writing of the reason(s) within thirty (30) days. Failure to provide such notice shall not constitute grounds for reversal of any personnel transactions.

7/2/4 Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article XI, Section 4 of this Agreement. A period of five (5) calendar days shall be allowed for interested employes to file a written request to be included in the group of applicants to be considered for that vacancy.

SECTION 3: Secondary Selection Procedures

A. Transfer Between Employing Units

7/3/1 (BC, SPS, T, PSS, LE) In the event that the vacancy is not filled by transfer of an employe under provisions of Section 1 of this Article, the Employer shall select from interested qualified employes from other employing units of the department following the seniority requirements of Section 1 of this Article. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

7/3/2A At the sole discretion of the Employer, an employe who has transferred between employing units of the same agency, may be permitted to return to his or her previous position if the employe makes a written request to the original Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

7/3/2 (AS) In the event that the vacancy is not filled by transfer of an employe under provisions of Section 1 of this Article, the Employer must select the most senior employe from other employing units of the department who have registered with the department unless the permanent vacancy requires necessary demonstrable qualifications. In such a situation the employe shall be the most senior employe as provided for in 7/1/3. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

B. Transfer Between Agencies

7/3/3 An employe who transfers between agencies outside the provisions of this labor agreement and is placed on a permissive probationary period will have the right to return to his/her original position if available, or one of like nature for which the employe is qualified, if the employe's permissive probation is terminated by the Employer prior to completion. If no vacancy exists, the provisions of Article VIII (Layoff) will be invoked.

C. Pay on Transfer

7/3/4 An employe whose pay is over the maximum of the pay range to which his/her classification is assigned and has been "red-circled" and who has transferred to a different position in the same classification whether within his/her agency or between agencies shall retain his/her "red-circle" rate, subject to the provisions of Appendix #5 of this Agreement.

SECTION 4: Definition of Permanent Vacancy

7/4/1 For purposes of this Article, a permanent vacancy is created:

A. When the Employer has approval to increase the work force and decides to fill the new positions;

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. terminations,
2. transfers out of the bargaining unit,
3. promotion or demotion,
4. resignation, and
5. retirement;

C. If no employe has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employe from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;

D. Transfers within the bargaining unit resulting from either A., B., or C., above.

SECTION 5: Limitations

7/5/1 A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

B. Employes may not transfer under the provisions of this Article more often than once every six months.

C. Employes transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.

D. In cases of involuntary transfers, the Employer will reimburse employes in accordance with s. 20.917, Wis. Stats.

7/5/2 (SPS) In the Department of Corrections, Officers 1, 2, and 3 and Youth Counselors 1, 2, and 3 and in the Department of Health and Family Services, Psychiatric Care Technicians 1 and 2 shall have the right to transfer once within an Employing Unit and once between Employing Units in a six (6) month period. When transferring between Employing Units, the right to transfer within that new Employing Unit cannot be exercised for six (6) months.

7/5/3 In the Department of Health & Family Services, Resident Care Technicians 1 & 2 shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

In the Department of Veterans Affairs, Licensed Practical Nurses 1 & 2, Nursing Assistants 1, 2 & 3, and Program Assistants (unit clerks) assigned to nursing care work units shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

SECTION 6: Priority of Transfer Rights

7/6/1 It is expressly understood that transfer rights under 7/1/1 supersede restoration or reinstatement rights under Article VIII.

SECTION 7: Interviews

7/7/1 (BC, AS, SPS, T, LE) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

7/7/2 (PSS) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay.

7/7/3 If the Employer conducts an on site interview related to the transfer procedure and the interview is conducted outside the employee's assigned headquarters city, the employee will be granted up to two (2) hours without loss of pay to participate in the interview. The Employer will grant one such payment per calendar year.

SECTION 8: Job Orientation and Training

7/8/1 (AS, BC) It is in the best interest of the parties for the employee and the Employer, at the beginning of and throughout the probationary period, to assess the training needs, if any, of the employee and provide reasonable orientation and training, including manuals where available, which will enhance the ability of the employee to succeed.

SECTION 9: Institution Closing

7/9/1 Employees identified as being “at risk” due to the closing of an institution may apply for transfer opportunities into other State agencies. After the Employer has considered internal transfer candidates in that agency, it must offer interviews to five (5) qualified “at risk” applicants on a seniority basis prior to interviewing regular external permissive transfer candidates.

ARTICLE VIII

LAYOFF PROCEDURE

SECTION 1: Application of Layoff

8/1/1 The Union recognizes the right of the Employer to layoff employees or to reduce their hours of employment in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to:

A. Temporary layoff of less than twenty (20) consecutive calendar days, unless the parties mutually agree to apply all or part of the procedures to such situations. Where volunteers in the work unit are considered, seniority shall be a consideration; and/or

B. Seasonal layoff of seasonal employees; and/or

C. School year employees at institutions and schools, during recesses in the academic year and/or summer unless the parties mutually agree to apply all or part of the procedures to such situations.

8/1/2 The total period of each temporary layoff in 8/1/1/A shall be in consecutively scheduled workdays.

8/1/3 When the Employer is aware more than five (5) days in advance of the need for a specific seasonal layoff, the Employer shall provide the affected employee(s) five (5) days notice of such layoff.

SECTION 2: General Layoff Procedures

8/2/1 An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral or counterpart vacancy within their current department or University of Wisconsin campus. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. (See 7/9/1) AFSCME Council 24 will be notified of employees who have received written notice of being at risk of layoff.

8/2/2 When a layoff occurs, the following general rules shall apply:

A. Layoff shall be by employing unit within the bargaining unit.

B. Layoff shall be by class as set forth in job specifications.

C. Employees within the employing unit within the same class shall be ranked by seniority as defined in Article V, Section 1 with the least senior employee laid off first, except that the appointing authority may exercise one of the following two options:

1. The appointing authority may layoff out of line of seniority to maintain a reasonable affirmative action program or where there is a demonstrable need for special skills. The appointing authority

shall provide the Union and the employees affected with information relating to the exercise of these exemptions if so requested.

2. The appointing authority may exempt five percent (5%) of the employees within an employing unit within the same class from the layoff procedure; however, such five percent (5%) shall not be less than one person. Such exemption shall not be arbitrary and capricious.

D. With the agreement of the appointing authority, a more senior employe may volunteer to be separated from employment in lieu of the layoff of a less senior employe with the guarantee that the appointing authority will not challenge the more senior employe's eligibility for unemployment compensation, unless that employe, at a later point in time, refuses a reasonable offer of re-employment.

E. Limited term employees in the same class within the employing unit (other than student employees) who are not in totally federally funded positions shall be laid off prior to laying off bargaining unit employees.

SECTION 3: Notice of Layoff

8/3/1 (BC, LE, T, PSS, SPS) Impending Layoff. In the event management becomes aware of an impending reduction in work force, they will notify the Local Union President and AFSCME Council 24 as soon as practicable but not less than thirty (30) days with respect to the impending reduction and will also inform the Union, if the information is then available, of the classes in which the layoffs are to occur and the approximate number of positions to be eliminated. The Union may also request a meeting with management after notification of the impending layoff for the purposes of a mutual exchange of information then available on the matter. Upon receipt of such request management shall have seven (7) calendar days to schedule and conduct such meeting.

8/3/1A (AS) Impending Layoff. The Employer and the Union agree that a reduction in the work force (layoff), while regrettable, is sometimes necessary, and that this process can be extremely stressful for all concerned. Recent practice has shown that when Management and Union work together as a team, involving employees in the affected work areas in the process, compassionate and constructive plans are more likely to emerge. Therefore, Management will notify the Local Union and AFSCME Council 24 within seven (7) days after Management's knowledge of impending layoff, but not less than thirty (30) days with respect to the impending reduction and will also inform the Union when the information is available, of the classes in which the layoffs are to occur and the anticipated number of positions to be eliminated. The Union may also request meetings with Management for the purpose of mutual exchange of information when available on the matter. Management shall schedule meetings to be held with seven (7) calendar days after receipt of such requests.

8/3/2 Actual Layoff. In the event of an actual layoff, management will notify the affected employe(s) in writing as soon as practicable but not less than two (2) weeks in advance of the layoff date and will send a copy of such notice to the Local Union President and AFSCME Council 24. Such layoff notices will be hand delivered to the employe or shall be mailed via first class U.S. Mail.

8/3/3 Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked.

SECTION 4: Reduction in Hours

8/4/1 In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. Such reduction shall not be considered a layoff. Reduction of hours of part-time employees will be prorated, based on the percentage of their budgeted full time equivalency (FTE).

8/4/2 If management determines, at its option, to reduce the weekly hours of some of the employees as identified above, the employee(s) who will work the reduced hours will be determined on the basis of seniority with the least senior employee(s) working the reduced hours; except, with the agreement of the Employer, a more senior employee may volunteer to work the reduced hours in lieu of a less senior employee. Volunteers shall be considered on the basis of seniority from most senior to least. Any reduction of hours imposed by Management will not be arbitrary or capricious.

SECTION 5: Employee Options Upon Notification of Layoff

8/5/1 Following notification of layoff the employee shall decide on which of the following options he/she shall exercise:

8/5/2 Transfer in Lieu of Layoff:

Prior to the layoff effective date the affected employee may transfer as follows:

A. Within the Department –

1. The employee shall be afforded the opportunity to transfer laterally to permanent vacant positions in the same class in any employing unit within the department in accordance with the provisions of Article VII, Section 3.

2. The employee may file a request for transfer with any employing unit in the department, and with approval of the appointing authority, may be appointed to any permanent vacancy in any other class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

B. Between Departments -- The employee may file a request for transfer to any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

8/5/3 Layoff:

Within seven (7) calendar days of notification of layoff, unless extended by agreement of the appointing authority or designee, the employe shall elect to bump, request a voluntary demotion in lieu of layoff or be separated in accordance with the layoff notice.

A. Bumping:

1. Within the employing unit within the bargaining unit, any employe who is in the bargaining unit, or any employe who is promoted out of the bargaining unit into another bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect to bump downward to a lower class in the same series or bump to a class within the employing unit in which they had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position occupied at the time of notification of layoff.

2. An employe bumping under A.1., above, shall be appointed to any permanent vacancy in that lower class. In the event no permanent vacancy exists in that same or lower class, the employe shall be included with those employes occupying a position in that class and the layoff procedure set forth in Section 2 of this Article shall apply.

3. With the approval of the Employer, a more senior employe who is otherwise eligible under Subsection A.1. may volunteer to bump in lieu of a less senior employe, if that election would not result in the layoff of a different employe in the class to which she/he would bump than if the election did not occur.

B. Voluntary Demotion in Lieu of Layoff:

For purposes of this Article, Voluntary Demotion In Lieu of Layoff is the movement of an employe to a vacant permanent position in a class in a lower pay range in which the employe had never attained permanent status in class. With the approval of the Employer, the employe may voluntarily demote in lieu of layoff to a vacant permanent position for which he/she is qualified.

C. Separation:

If an employe has been notified of layoff and has not chosen to or been able to retain employment by utilizing the opportunities of 8/5/2 and 8/5/3 above, he/she shall be separated in accordance with the layoff notice.

SECTION 6: Restoration

8/6/1 Within the Employing Unit: When a permanent vacancy occurs in the employing unit in the class(es) from which an employe was laid off, or could have bumped to under 8/5/3A/1, the employe shall be restored according to seniority, with the most senior employe restored first. A laid off employe who fails to respond to a restoration offer within five (5) workdays of the offer or who fails to accept a reasonable offer of restoration within five (5) workdays of the offer or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer, shall forfeit any further restoration rights. If, due to extenuating circumstances,

the employe is unable to report for duty within ten (10) workdays of the offer or make other arrangements with the Employer, the employe shall not forfeit the right to restoration when other permanent vacancies occur.

8/6/2 Within the Department: Any employe who is laid off may file a request within the department for which he/she worked to fill a permanent vacancy in an employing unit other than that from which he/she was laid off. An employe who has filed such a request will be appointed to a permanent vacancy within that employing unit in the class(es) from which the employe was laid off or could have bumped to under 8/5/3A/1. Such restoration shall be by seniority, with the most senior employe restored first.

8/6/3 Other Departments: An employe who has received an official notice of layoff or is separated from the service due to layoff under this Article may file a request with any other department and shall be appointed to any permanent vacancy in the same class from which he/she was laid off if he/she meets the necessary qualifications for the job. When more than one employe requests restoration under this subsection to the same vacancy, the employe selected to fill the vacancy shall be the employe with the most seniority.

8/6/4 The employe's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employe was originally laid off, whichever occurs first.

SECTION 7: A Reasonable Offer

8/7/1 A reasonable offer of restoration or reinstatement is defined as an offer of a job:

A. Where the position is one which the employe would be qualified to perform after customary orientation provided to new workers in the position, and

B. With an assigned headquarters located less than forty (40) miles from the employe's home unless the employe's work site prior to his/her layoff was at a greater distance from his/her home in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employe's home than was the distance of the previous work site, and

C. Where the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employe was laid off, and

D. Where the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employe was laid off unless the employe's rate of pay at the time of layoff is maintained in the position offered.

E. An offer of limited term employment or project-project employment shall not constitute a reasonable offer under the provisions of Article VIII, Section 8.

SECTION 8: Reinstatement

8/8/1 Within the Department or Other Departments: Any employe who is laid off may file a request for employment with any department. Upon approval of that department, an employe may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same, counterpart or lower pay range as the position from which he/she was laid off.

8/8/2 Duration: The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or until the employe is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employe was originally laid off, whichever occurs first.

SECTION 9: For Informational Purposes

8/9/1 Employes restored or reinstated to an employing unit or department other than the one from which they were laid off may be placed on permissive probation at the discretion of the Appointing Authority.

SECTION 10: Employing Units

8/10/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator of the Division of Merit Recruitment and Selection and the head of the agency(ies) involved, or their designee(s), regarding such change in employing unit(s).

SECTION 11: Priority of Article VII and Article VIII Rights

8/11/1 When a permanent vacancy occurs and more than one employe is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VII and Article VIII of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories, with transfer under Article VII, Section 1 accorded the highest priority of all.

- A. Transfer within the employing unit (7/1).
- B. Restoration (8/6) and bumping to a vacancy (8/5/3/A). Within this category the most senior employe will fill the vacancy.
- C. Transfer between employing units of the department (7/3/A).
- D. Employes who seek voluntary demotion in lieu of layoff under (8/5/3/B), shall be given equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.
- E. Reinstatement within the department (8/7/1).

F. Reinstatement between departments (8/7/1). Employees who seek reinstatement to other departments under 8/7/1 shall be given equal consideration at each level of the process along with other certified candidates for the vacancy provided they meet the qualifications.

G. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and the Wisconsin Statutes.

8/11/2 When there is mutual agreement between the Employer and the local Union and Council 24, restoration may supersede transfers under Article VII, Section 1, and all other lower categories.

SECTION 12: Definition of Permanent Vacancy

8/12/1 For purposes of this Article, a permanent vacancy is created:

A. when the Employer decides to fill a new position, or

B. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. Termination,
2. Transfer,
3. Promotion,
4. Demotion,
5. Resignation,
6. Retirement.

SECTION 13: Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting in lieu of layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

8/13/2 When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy as a result of receiving an at risk notice under 8/2/1, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

SECTION 14: Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on

behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

8/14/2 The Employer agrees that employe(s) on temporary layoff under 8/1/1/A, or reduced hours under 8/4/1, shall continue to earn vacation, sick leave and length of service credits during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

8/14/3 Additionally, the Employer agrees to continue its payment for Health Insurance pursuant to Article XIII, Section 1 for employe(s) on temporary layoff or reduced hours.

SECTION 15: Layoff Assistance

8/15/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

- A. Time off without loss of pay to attend job training;
- B. Assistance or training in the preparation of a resume;
- C. Up to eighty (80) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/7/1;
- D. Unpaid leave of absence for interviews, examinations, and other job search activities;
- E. Use of office equipment and supplies where available.

For job search activities which require the employe to be absent from the work site, the employe shall give the Employer at least five (5) workdays notice, where possible.

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

8/15/2 While the Layoff Referral Service is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the Layoff Referral Service, without loss of pay, or provided information from the Layoff Referral Service. It is recognized that access to the Service may take the employe more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

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

ARTICLE IX

HEALTH AND SAFETY

SECTION 0:

9/0/1 An employe shall not be assigned to any task abnormally dangerous at the employe's place of employment.

SECTION 1: First Aid Equipment and Training

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

9/1/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employe to the appropriate medical facility. If the employe is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employe's home as determined by the attending medical authority, or reimbursement of mileage to the employe in accordance with Article XIII, Section 17.

9/1/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employes, the Employer will allow mutually selected employes to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employe training without loss of pay will be by mutual agreement at local labor-management meetings. The appropriate local Unions will be notified of any such scheduled training in writing by the Employer.

9/1/4 Employes may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employes who may attend such training sessions at any one time. Employes who receive such training shall be committed to maintaining their certification.

9/1/5 The Employer agrees to provide University of Wisconsin System Protection (Police) and Security Officers ongoing CPR and first aid training required to maintain their certification in this area.

9/1/6 (PSS) The Employer agrees to provide AIDS training for employes classified as Social Workers and Probation and Parole Agents in the Department of Corrections and the Department of Health and Family Services, Bureau of Milwaukee Child Welfare, who volunteer to participate in such training. Such training shall be without loss of pay.

SECTION 2: Tools and Equipment

9/2/1 The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employes are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

9/2/2 (SPS, T) In the event a correctional officer, psychiatric care technician, resident care technician or youth counselor reports for work on his/her scheduled shift and is assigned duties which were unanticipated and which result in an outdoor assignment exposing the employe to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes from a central supply source.

9/2/3 Payment by the State at the lowest available base rate, for a private telephone service in the residence of employes shall be limited to employes working in the following assignments:

- A. Conservation Wardens,
- B. Probation and Parole Agents, which sunsets when a telephone monitoring system is implemented,
- C. Client Services Assistants,
- D. Correctional employes required to respond to violations of electronic home detention clients.

9/2/4 Attention will be given to ergonomic considerations in the purchase of new equipment.

9/2/5 All sworn and certified Law Enforcement personnel in the employment of the State of Wisconsin will be provided all necessary tools and equipment to effectively and safely carry out the duties of their job.

SECTION 3: Transportation of Tools

9/3/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 4: Protective Clothing

9/4/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce and/or the U.S. Center for Disease Control.

SECTION 5: Confidentiality of Records

9/5/1 To insure strict confidentiality, only authorized employes of the Employer shall process or have access to any employe medical records.

SECTION 6: Buildings

9/6/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the appropriate state agency. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the appropriate state agency.

SECTION 7: Medical Examination

9/7/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. The Employer agrees to give employees classified as Police Communications Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employee. Employees will be in pay status for the examination. Employees required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 8: Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B, or HIV, will be covered by Workers' Compensation as provided under 13/18/1 of this Agreement:

- A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/Illness Report (AD-85/WC-12) Workers' Compensation form and processed according to the procedures in the employee's agency.
- B. If, based on a clinical evaluation by a medical doctor, the physician orders a blood test to confirm or rule out the possibility of disease, Workers' Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).
- C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.
- D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employee must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.
- E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to State Risk Management for processing.

9/8/2 Employees shall not handle blood or body fluids, unless they have been trained in safe handling procedures.

SECTION 9: Motor Vehicles

9/9/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

9/9/2 The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment.

9/9/3 Probation and Parole Agents shall not be required to use their personal vehicles to transport non-Department of Corrections personnel.

9/9/4 All custody transports of clients by Probation and Parole Agents shall be done in an Employer provided vehicle, utilizing caged vehicles where available. The Employer will make reasonable efforts to secure a caged vehicle for custody transports. This provision does not require the Employer to purchase additional vehicles, but goes to the scheduling of existing caged vehicles.

9/9/5 Whenever possible, the Employer will not require the use of personal vehicles by Probation and Parole Agents.

SECTION 10: Foot Protection

9/10/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of fifteen dollars (\$15.00) per year as an expense check payable the first pay period of the calendar year.

9/10/2 (T) Department of Transportation Technical employees shall receive thirty five dollars (\$35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars (\$15.00) per year reimbursement.

9/10/3 (BC, T) Department of Natural Resources employees required to wear approved safety boots/shoes shall receive a payment of thirty five dollars (\$35.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification form (9100-123).

9/10/4 (BC) When the Employer determines that an employee needs a second pair of safety shoes within a calendar year due to abnormal wear and tear, the Employer shall review and approve the purchase of an additional pair of shoes and, upon proof of purchase, reimburse to the employee an additional fifteen dollars (\$15.00).

SECTION 11: Safety Inspection

9/11/1 When the appropriate state agency inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector.

9/11/2 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

SECTION 12: Compliance Limitation

9/12/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

SECTION 13: Department of Commerce Regulations (formerly DILHR)

9/13/1 The provisions of Wis. Admin. Code ILHR 32, effective April 1, 1991, shall apply to employees covered by this Agreement.

SECTION 14: Joint Committee on Health and Safety

9/14/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/14/1A (AS) The Employer shall make a reasonable effort in providing a safe, secure work site. Problems relating to a safe, secure work site may be discussed at local labor-management meetings.

9/14/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/14/3 In the event an employe has determined that the task he or she has been assigned is abnormally dangerous, he or she shall inform his or her immediate supervisor in writing on the Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employe and attempt to resolve the matter. If the matter is not resolved to the mutual satisfaction of the employe and the supervisor, the employe's written claim shall be forwarded to 1) representatives of each of the parties as designated by the local committee; 2) the Joint Committee; and 3) the appointing authority and agency head.

9/14/4 In attempting to resolve the employe claim the supervisor at his or her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employe to perform the task or at the supervisor's discretion assign the affected employe to other available work consistent with the work usually performed by the employe.

9/14/5 If the matter is not resolved to the satisfaction of the employe, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step One. If the employe refuses to perform the task and no alternate assignment is made by the supervisor, the employe may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employe is disciplined, he/she may file a grievance commencing at Step Two of the procedure.

9/14/6 Grievance(s) filed under the above circumstances shall be supplemented by a completed Abnormally Hazardous Task report form. In addition to filing the grievance and form to the designated agency representative, copies should be forwarded to the Joint Committee on Health and Safety.

9/14/7 A statewide Joint Committee on Health and Safety consisting of representatives designated by the Council 24 Health and Safety Committee and representatives of the Employer shall be established (the Committee is to be referred to hereafter as the Joint Committee). Each party will appoint at least one member who has professional training in occupational safety and health. Employer representation on the Joint Committee will be appointed by the Department of Employment Relations and shall include, but not be limited to, representatives from the University of Wisconsin and the Departments of Health and Family Services, Military Affairs, Transportation and Employment Relations.

9/14/8 The Joint Committee shall meet as necessary but not less than quarterly and shall focus its efforts toward the accomplishment of:

A. Increased attention to supervisory training, the capability of the supervisor to identify and deal with work place health and safety hazards and access of supervisor to resources and support necessary to increase safety and health capabilities.

B. Increased understanding and awareness on the part of all employes of the safety and health hazards and dangers inherent in the performance of their job and the development of basic safety and health knowledge which will enable employes to recognize circumstances which are abnormally hazardous or dangerous.

C. Increased interaction of safety and health personnel with all employes.

D. Increased coordination of safety and health programs on a statewide basis.

9/14/9 The Joint Committee:

A. Shall consider recommendations to be made to the Secretary of the Department of Employment Relations related to the creation of a health and safety component to be included in the training programs mandated by s. 230.046(2), Wis. Stats. and provided for in s. 230.046(3), Wis. Stats.

B. May make requests for data and information from agencies of the State and the Union in order to analyze and determine safety and health problems and/or needs as they affect state employees, including health problems related to ergonomic conditions.

C. May request the assistance and advice of experts in the field of occupational safety and health, whether or not they are employees of the State.

D. May make on-site inspections of locations or facilities where state employees are working.

E. May make reports and/or recommendations to task forces, committees, etc. officially involved in studies, research and/or reviews of the safety and health of state employees.

F. May make recommendations to the parties to this Agreement as to the interpretation of health and safety provisions as they exist under the terms of the Agreement.

G. May request reports, information and/or appearances by representatives from the local committees referenced in Article XI, Section 2 of this Agreement.

H. May make a report to the full bargaining teams of the parties to this Agreement at a time early in negotiations of a successor agreement on the accomplishments of the Joint Committee. Such report may include recommendations for contractual changes to be sought in the successor to this Agreement.

I. May consider and make recommendations regarding the health and safety of employees not covered by this Agreement and may include representatives of these employees in the activities of the Joint Committee.

J. May attempt to create an outline for a departmental booklet of general safety facts and procedures which can be used for the creation of a health and safety booklet appropriate for distribution to all employees.

K. May design and conduct joint training sessions related to implementing the health and safety provisions of this agreement and/or to increasing the awareness of health and safety on the part of employees. Employees designated by the Joint Committee to attend such training sessions shall do so without loss of pay.

L. May recommend environmental standards for work sites. Guidelines used in developing these standards may include OSHA regulations, DComm regulations, the Minnesota Heat Standard and other ergonomic studies.

M. May consider issues and make program recommendations to the parties concerning the subject of violence in the workplace.

N. Shall encourage the establishment of Health & Safety committees as appropriate.

O. May designate one member from each bargaining unit to serve on the Joint Labor/Management Newsletter Editorial Board, who shall serve without loss of pay when attending joint meetings of the Board.

9/14/10 In recognition of the fact that accomplishments in the area of safety and health rely on:

- A. The mutual commitment of the parties at all levels.
- B. Accurate identification of bona fide abnormal health and safety hazards and dangers.
- C. Acknowledgment of the nature of historical and current trends and experience regarding health and safety problems.
- D. Recognition of the value of employe involvement in health and safety efforts.

9/14/11 The local committees referenced in Article XI, section 2 of this Agreement shall direct and prioritize their efforts as follows:

A. Identify and describe in writing those tasks currently performed by employes which the local committee feels place the employe in circumstances which are abnormally hazardous or dangerous (i.e. those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job).

B. Communicate in writing to the highest level of management relative to the jurisdiction of the local committee, the committee report resulting from the above. If there is no agreement on the tasks qualifying under A. above, either party may submit this report.

C. The report referred to above shall include a recommendation as to the appropriate action to be taken to eliminate the abnormal hazards or dangers.

D. The report referred to above shall be made after an on-site inspection of the performance of the tasks has been accomplished by the local committee.

E. Subsequent to A.-D. above, the local Committee shall perform a job safety and health analysis on tasks, the inherent danger and hazards of which have resulted in the highest frequency of disabling injuries within the jurisdiction of the local Committee. The same analysis shall then be performed with regard to the frequency of potentially disabling injuries and then the frequency of minor injuries.

In this analysis, the local Committee shall consider injuries (disabling, potentially disabling, minor) resulting from and in the following order:

1. Employes struck by or against
2. Falls
3. Over exertion
4. Body reaction
5. Other

F. The job safety and health analysis referred to above means:

1. A determination of the tasks to be analyzed by studying past safety and health performance.
2. Identification of hazards and dangers and the potential accidents or illnesses which could result.
3. A determination of the ways to eliminate the accidents/hazards which could result.

G. The result of the individual job safety and health analysis shall be created in written form and shall be distributed to all employees performing the respective job within the jurisdiction of the local Committee.

H. Reports created in A.-G. above shall be forwarded to the Joint Committee.

I. Reports forwarded by the local Committees to management shall be answered in writing, indicating actions to be taken as a result of the report. In the event no action is to be taken, or action different than that recommended is to be taken, a written explanation shall be provided the local Committee.

9/14/12 The above section related to safety and health acknowledges a mutual commitment to the safety and health of all employees, the existence of mutual as well as separate obligations, responsibilities and prerogatives relative to safety and health of all employees and does not detract, alter or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

9/14/13 The Joint Committee shall seek recommendations on areas of concern for employee health and safety training and facilitate such training efforts.

When such concerns have been identified, the Committee shall assist the employing unit(s) in the design and implementation of appropriate training programs. Implementation of such training programs will be dependent upon the availability of the training resources of the employing unit(s).

In order to accomplish this purpose, the Committee or subcommittees thereof shall hold meetings, as needed, at sites selected by the Committee to address health and safety issues of common interest. Resource persons may be utilized to assist the Employer in developing training programs designed to address local issues. Professional or technical assistance may also be used to develop or conduct such programs.

Locally provided training shall be evaluated by the Committee to determine its applicability to other facilities. The Committee shall make recommendations for adoption of such programs on a statewide basis.

The Committee may seek funding through grants or other sources to defray the cost of training.

The Committee will evaluate training programs in the area of health and safety and, where applicable, shall recommend their use for inter- or intra-agency applications.

SECTION 15: Data Sheets

9/15/1 The Employer upon contracting to purchase any chemical or substance containing hazardous material will request a material safety data sheet from the vendor.

SECTION 16: Joint Health and Safety Committee Report on Ergonomics

9/16/1 The Joint Health and Safety Committee report recommendations define optimum conditions for VDT-CRT use and shall be incorporated in purchasing/design guidelines for management's purchase or design of equipment and work areas. Each agency shall appoint an ergonomic coordinator who, with input from the local Union VDT and/or health and safety committees where they exist, shall be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This Section is not subject to Article IV but may be a topic of labor-management meetings.

9/16/2 Ergonomic Coordinators' reports shall be made available to the Local Union, upon request.

SECTION 17: VDT/CRT Eye Examinations

9/17/1 Employees whose assigned duties require high VDT-CRT use [four (4) hours or more per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/17/2 A pregnant employee assigned to high-use operation of VDT/CRT Equipment [four (4) hours or more per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay which will be in addition to the maternity leave under provisions of 13/8/4 of this Agreement.

9/17/3A Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the performance of alternate tasks normally performed by the employee and not requiring the use of the VDT/CRT.

9/17/3B Eyeglasses: When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the Employer will provide the appropriate prescribed eyeglasses through state procurement for use by the employee in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/17/1. Special eyeglasses are defined as glasses needed for VDT/CRT equipment use if the employee would not otherwise require the use of glasses or other vision correction; or eyeglasses required for work on VDT/CRT equipment which are different in prescription power or design from those which would be required to meet the other general daily vision needs of the employee. This provision may be exceeded by mutual agreement.

SECTION 18: Safety Eyewear

9/18/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/18/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

9/18/3 (BC, SPS, T) Correctional officers regularly assigned to transportation or towers and other employees regularly engaged in field work who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

SECTION 19: Weather Related Considerations

9/19/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

9/19/2 It is in the Employer's best interest to protect its employees from weather extremes. Foul weather gear (gloves, boots, coats, rain gear and hats) will be a topic of discussion at local labor management meetings.

SECTION 20: Violence in the Workplace

9/20/1 (AS, BC, LE, PSS, T) The Employer and the Union agree that no employee should ever be subjected to violence or the threat of violence in the course of employment or as a consequence of said employment. It is the mutual obligation of the parties to counsel and educate employees and supervisors in methods of reducing and eliminating such violence.

9/20/2 (AS, T) In the event an employee perceives that s/he has been subjected to violence or the threat of violence in the course of, or as a consequence of their employment, s/he shall report the incident promptly in writing to the Joint Committee on Health and Safety, to the Local Union and to the designated agency representative.

ARTICLE X

HEARING OFFICER

10/01 The Personnel Commission may at its discretion appoint an impartial hearing officer to hear appeals from actions taken by the Employer under s. 111.91(2)(b) 1 and 2, Wis. Stats.

1. "Original appointments and promotions specifically including recruitment, examinations, certification, appointments, and policies with respect to probationary periods.

2. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status resulting from position reallocations."

10/02 The hearing officer shall make a decision accompanied by findings of fact and conclusions of law. The decision shall be reviewed by the Personnel Commission on the record and either affirmed, modified or reversed. The Personnel Commission's action shall be subject to review pursuant to Ch. 227, Wis. Stats.

ARTICLE XI

MISCELLANEOUS

SECTION 1: Discrimination

11/1/1 Employees covered under this Agreement shall be covered by Subchapter II (State Fair Employment Act), Chapter 111, Wis. Stats., and have a discrimination-free environment assured for all protected purposes.

11/1/2 Employees covered by the Agreement shall be covered by s. 111.84, Wis. Stats., (State Employment Labor Relations Act).

11/1/3 There shall be no discrimination based on Union or non-Union affiliation.

11/1/4 The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

A. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or;

C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

11/1/5 In order to prevent and eliminate sexual harassment, the Employer shall take affirmative steps to help create a work place free of sexual harassment. The Employer shall fulfill its contractual obligations with regard to this section by:

A. including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and

B. distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

C. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and

D. posting a copy of Executive Order No. 63 on all Management bulletin boards; and

E. providing each Local Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

F. appointing, in those departments which have or create committees to deal with sexual harassment, one employe of the department to such committees to represent all WSEU bargaining units. Such employe(s) shall be selected by Council 24.

G. (AS, BC, LE, PSS, T) creating in each agency an internal process for acting upon claims of sexual harassment, with the goal of maintaining a sexual-harassment-free work environment.

11/1/6 (AS, BC, LE, PSS, T) Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment. Employes who perceive that they have been subjected to sexual harassment are encouraged to report these incidents to designated agency representatives.

11/1/7 When an employe is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by said employe with said investigator's agency the employe's participation in said interview shall be without loss of pay.

11/1/8 An employe presenting a sexual harassment complaint to the Affirmative Action Officer of the Employer shall be entitled, at the employe's option, to the presence of his/her designated union representative or any other member of the employe's employing unit selected by the employe. Any advocate so selected by the employe shall respect the confidentiality of the affirmative action process. The time spent by the employe and his/her advocate in presenting said complaint shall be without loss of pay. An advocate, who is also a WSEU designated union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

11/1/9 (AS, BC, LE, PSS, T) Harassment Free Work Place

The Employer and the Union agree that all state employes should be able to work in an environment free of harassment and that no employe should be subject to harassment.

If an incident of alleged harassment not otherwise provided for occurs, the employe should consult his/her institution/agency's policies and procedures for instructions on how to proceed.

If work place harassment is alleged by an employe or the Employer, at the discretion of the employe, a Union representative will work with the appropriate Institution/Agency Office (e.g., Affirmative Action, Human Resources, Equity & Diversity, Employee Assistance Program, etc.) representative in an attempt to resolve the issue. (See Memorandum of Understanding #7 and Negotiating Note #58).

11/1/10 (AS, BC, LE, PSS, T) Hostile Work Environment

It is mutually agreed that the Employer and the Union shall not tolerant conduct as defined and prohibited by s. 111.32(13) and 111.36(1)(b)(br), Wis. Stats. Both parties shall educate supervisors and employes in methods of eliminating and preventing such conduct.

11/1/11 Upon completion of any investigation involving allegations of sexual harassment, the Employer shall promptly notify both the accused and the accuser of the findings.

SECTION 2: Union-Management Meetings

11/2/1 (BC, SPS, T, LE) The State agrees to continue the existing Union-Management meetings except that there will be only one Union-Management meeting for all areas of discussion as set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

11/2/2 (BC, SPS, T, LE) Notwithstanding the above, the Employer agrees to continue the existing health and safety committees in those departments where such committees are presently operating.

11/2/3 (AS) There shall be Union-Management meetings for the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

A. Local Union-Management meetings shall be held in each of the six regions of the Department of Health and Family Services subject to the provisions of this section. A maximum of three (3) bargaining unit Department of Health and Family Services employees shall be in pay status not to exceed eight (8) hours each per meeting to represent the administrative support employees of all divisional employing units (excluding institutions) in each region.

B. Administrative support employees at the institutions shall continue to attend the existing local Union-Management meetings. The provisions of A. above shall not apply.

11/2/4 Where health and safety committees exist, there shall be a minimum of four (4) health and safety committee meetings per year for each agency unless mutually agreed upon otherwise, and that a representative, designated by the local Union president, from each affected bargaining unit shall attend without loss of pay.

11/2/4A Health and safety issues shall be considered at the regular Union-Management meetings a minimum of four (4) times per year unless mutually agreed upon otherwise.

11/2/5 (BC, AS, SPS, T, LE) All other aspects of the aforementioned meetings, including time and location, shall be determined by the local Union and local Management.

11/2/6 (BC, SPS, T, LE) In those departments where there are no existing Union-Management meetings being held, both the necessity and frequency of such meetings shall be determined by the local Union and local Management. If such meetings are held, they shall be in accordance with paragraphs 11/2/1 and 11/2/10.

11/2/7 (PSS) The State agrees to hold Union-Management meetings as set forth below:

A. Department of Workforce Development. Once each month (the monthly meeting may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s) not to exceed a total of seven (7) bargaining unit employees. The meetings will be held at a mutually agreed upon time in an appropriate Madison location. Any change in location must be mutually agreed upon.

B. Department of Health and Family Services

1. Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s) of each division, not to exceed a total of six (6) bargaining unit employes, and not to exceed a total of three (3) bargaining unit employes from any division. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

2. For the Bureau of Milwaukee Child Welfare, once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employes, and not to exceed a total of one (1) employe from each of the five (5) sites and the intake unit.

3. The designated representative(s) of a Division of Care and Treatment Facilities institutional employing unit will meet with a designated Union representative at the same Union-Management meeting as provided in paragraph 11/2/1.

C. Department of Corrections

Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Department of Corrections will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employes. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

D. All Other State Departments

1. Union-Management meetings for all other state departments will be by employing unit. For those employing units with ten (10) or more bargaining unit employes, Union-Management meetings will be on a quarterly basis, providing the Union submits a written agenda at least five (5) days prior to the proposed meeting. A total of up to three (3) bargaining unit employes may attend these quarterly meetings.

2. For those employing units with less than ten (10) bargaining unit employes, both the necessity and frequency of Union-Management meetings shall be determined by mutual agreement between the Union and local Management. If such meetings are held, up to three (3) bargaining unit employes may be in attendance.

11/2/8 Agenda

Items to be included on the agenda for the aforementioned Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

A. Discuss the administration of the Agreement.

- B. Disseminate general information of interest to the parties.
- C. **(BC, SPS, T, PSS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.
- D. **(AS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including day care and dependent care. To discuss and attempt to resolve issues including those referred to local labor/management meetings from the Master Bargaining Agreement.
- E. Consider recommendations of the Health and Safety Committee on matters relating to the bargaining unit employees in the departments.
- F. Notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.
- G. Discuss policies and programs affecting employees and clients. However, failure of the Employer to discuss changes in policies or programs prior to implementation or to adopt Union suggestions shall not prevent the Employer from making any changes.
- H. Whenever the Employer decides to reorganize any state agency or subdivision thereof which affects fifty (50) or more employees in a bureau or employing unit, the Union shall be given thirty (30) days advance notice whenever practicable and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining units.
- I. **(BC, AS, T)** Negotiate hours of work, work schedules and overtime assignments. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Department of Employment Relations, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.
- J. **(SPS, LE)** Negotiate hours of work, work schedules, overtime assignments and the procedures for the administrative investigation of citizen complaints. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Department of Employment Relations, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.
- K. In the event VDT - CRT equipment is to be installed, the Employer shall notify the appropriate local Unions of the intent to install such equipment. Whenever possible, such notice will be given to the local Union at least thirty (30) days prior to the lease, purchase or acquisition of such equipment.

L. (AS) VDT-CRT concerns may be discussed, as either party desires, at local Union-Management meetings. When the agenda for local Union-Management meetings includes such concerns adequate time shall be allotted for such discussion. The following subjects may be discussed:

1. lighting,
2. vision care and examinations,
3. noise,
4. chairs,
5. desks,
6. footrests,
7. adjustable terminals and keyboards,
8. work environment design (wall cover, carpet, windows),
9. room temperature and training.

M. Decisions to institute major technological changes or significantly downsize an employing unit may be discussed at local Union-Management meetings.

When the Employer decides to make major technological changes directly affecting ten (10) or more employees in the bargaining units, the Employer will provide advance notice, ninety (90) days in advance if possible, to the Union. The following subjects may be discussed:

1. implementation plans,
2. new equipment installation,
3. transition plans,
4. training or retraining, and
5. placement of any displaced employees.

As mutually agreed, attendance at the Union-Management meetings discussing these subjects may be expanded to include a reasonable number of employees from affected organizational subunits not recognized as employing units for the purpose of Union-Management meetings. Such employees shall attend without loss of pay.

N. Discuss child/elder/dependent care issues including establishment of on-site centers.

O. Where meals are not currently being provided, meals (without charge) for employees held over to work four (4) or more additional hours will be discussed locally.

P. Discuss the administration of the Workers' Compensation law, specifically denials of benefits at the agency or lower level.

Q. (LE - State Patrol only) Negotiate the issue of paid work time related to time spent in their cruiser in the process of going to sector, or coming from sector, from place of residence.

R. Discuss and exchange information on initiatives related to mass transit and van pooling.

S. Discuss light duty issues.

- T. Overtime assignments shall be topic of local negotiations.
- U. Caseload issues shall be a topic of discussion at labor/management meetings.
- V. Overtime issues shall be a topic of local negotiations.

11/2/9 Cost of Union-Management Meetings

A. **(BC, AS, SPS, T, LE)** A maximum of three (3) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

Notwithstanding the above, those departments which currently provide that five (5) or more employees will be in pay status at the Union-Management meetings and such departments do not have a Health and Safety Committee, a maximum of five (5) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment. Under no circumstances will more than five (5) bargaining unit employees be in pay status at the Union-Management meetings.

B. **(PSS)** Cost of Meetings for Professional Social Services bargaining unit employees, in accordance with the limitations set forth in 11/2/7, shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

C. Two additional bargaining unit employees may attend these meetings in either non-pay status or by using paid leave time. Upon mutual agreement, more than two additional employees may attend these meetings as described directly above.

D. Any travel and subsistence expenses incurred shall be the sole responsibility of the employee.

E. Reasonable travel during an employee's regularly scheduled hours of employment shall be without loss of pay or benefits not to exceed their number of regularly scheduled shift hours for any one meeting which shall also include the time actually spent in the Union-Management meeting.

F. **(PSS)** Travel during an employee's regularly scheduled hours of employment shall be on state time, not to exceed a total of eight (8) hours for any one meeting, which shall also include the time actually spent in the Union-Management meeting.

G. The Employer may allow employees to trade shifts or make other scheduling arrangements to attend Labor-Management meetings in pay status.

SECTION 3: Union-Management Meetings--Statewide

11/3/1 As mutually agreed, the Secretary of the Department of Employment Relations for the State of Wisconsin or his/her designee may meet with representatives of AFSCME Council 24. Discussions at these meetings shall include, but shall not be limited to, administration of this Agreement.

SECTION 4: Notice of Promotional Exams

11/4/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for bargaining unit positions within the employing unit(s) involved and shall supply the Union with ten (10) copies of such notices. The parties agree the above notices are for informational purposes only.

11/4/2 (SPS, LE) Security and Public Safety employees whose work site is their home and who file a written request to their department will have sent to them, by the Employer, notice of promotional opportunities which exist within the Security and Public Safety bargaining unit for their department. Such notices shall be for informational purposes only.

SECTION 5: Uniforms

11/5/1 The present practices pertaining to uniforms within each department shall be continued for the duration of this Agreement. In those locations where monetary allowances for uniforms are presently being provided, changes in the reimbursement rate shall be a subject for discussion and local negotiation pursuant to Article XI, Section 2.

11/5/2 (BC, AS, SPS, T, LE) For the purposes of this Section, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

11/5/3 (BC, AS, SPS, T, LE) If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

SECTION 6: Damaged Personal Property

11/6/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars (\$10.00) or less.

11/6/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars (\$75) per watch.

11/6/3 The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

SECTION 7: Work Rules

11/7/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the

rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the 2nd step of the grievance procedure.

11/7/2 For purposes of this Article, work rules are defined as and limited to:

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

11/7/3 It is understood that records of work rule violations which did not involve criminal violations will be removed from the employe's personnel file(s) if there are no other violations within twelve (12) months after the violation.

11/7/4 Work rules are to be interpreted and applied uniformly to all employes under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

11/7/5 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the union at the same time that they are distributed to affected employes.

SECTION 8: Inclement Weather

FLSA NON-EXEMPT EMPLOYEES

11/8/1 Employes who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current work week (including Saturdays if the employe's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employe for make-up time, the employe may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employe elects leave without pay, there shall be no proration of benefits.

11/8/2 When the Employer approves employe requests not to report for work or allows employes to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employe is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the employe may make-up time lost on that day, as the employe requests. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employe's work unit is in operation). If the employe elects leave without pay, there shall be no proration of benefits.

FLSA EXEMPT EMPLOYEES

11/8/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the regular rate of pay.

11/8/4 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time credits or the employee may make-up time lost on the day, as the employee requests. Make-up shall be at the regular rate of pay as scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

ALL EMPLOYEES

11/8/5 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those hours actually worked to make-up the time.

11/8/6 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any questions on who has this authority should be directed to the employee's immediate supervisor.

11/8/7 Starting of automobiles during cold weather will be a subject of local negotiations.

SECTION 9: Distribution of Pay Checks

11/9/1 The Employer agrees to continue its present departmental practices relating to the distribution of pay checks. Pay checks will be distributed in a confidential manner. All pay checks that are mailed will be mailed first class. When a regular payday falls on a holiday (including bank holidays) the Employer will distribute and date pay checks the day before the holiday.

SECTION 10: Commercial Drivers Licenses and School Bus Endorsements (CDL/SBE)

11/10/1 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

Employees who are unable to pass the initial written test will be allowed to attend, without loss of pay, training designed to assist the employee in passing the written test. If such training is not provided by the Employer, the employee will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employee will be reimbursed for program costs upon passing the written test.

11/10/2 The Employer shall pay for renewal fees for all CDL/SBE in excess of class D (regular driver license) fees. This applies to CDL/SBEs required by the Employer, regardless of whether they were a prior condition of employment.

11/10/3 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

Employees who are unable to pass the written test will be allowed to attend, without loss of pay, training designed to assist the employee in passing the written test. If such training is not provided by the Employer, the employee will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employee will be reimbursed for program costs upon passing the written test.

SECTION 11: Advisory Training Committee

11/11/1 A joint Management-Union Advisory Training Committee may be established when impending layoffs are verified. This Committee will consist of three (3) members of management (two of which are Departmental representatives) and the third member as designated by the Secretary of the Department of Employment Relations, and three (3) members representing the Union designated by AFSCME, Council 24, Wisconsin State Employees Union. Either party may substitute membership depending on the nature and location of the layoff.

11/11/2 The Committee will review the capabilities of the affected employees, departmental needs, suggest jobs for which training may be appropriate, and recommend training programs to the affected departments. Union members will receive time off without loss of pay for attendance at such meetings.

SECTION 12: Training

11/12/1 (BC, AS, SPS, T, LE) In-Service-Training

When an employee's attendance at job related educational activities is directed by the Employer, such attendance, including travel time, will be without loss of pay and at the Employer's expense. Job related educational activities are those activities which aid the employee to acquire, improve or update a skill which is needed in her/his current position and necessary to acceptable job performance.

11/12/2 (BC, AS, SPS, T, LE) Meetings

When requested, the Employer will make a reasonable effort to grant two (2) days each fiscal year at the Employer's discretion to attend meetings, conventions, certification exams, institute seminars or workshops related to the advancement of the employee's job or career development. Such time off may be without loss of pay as determined by the Employer. In making such determination, the Employer shall take into consideration the type of function attended and the purpose of attendance. Travel expenses may also be paid to the employee at the discretion of the Employer. When such absences are approved by the Employer without pay, the time off may be charged to leave of absence without pay, vacation credits, or holiday credits as the employee may elect.

11/12/3 (BC, AS, SPS, T, LE) Educational Leaves of Absence

Employees covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one (1) year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Such employee may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 13/8/1.

11/12/4 (BC, AS, SPS, T, LE) The Employer shall grant the employee's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

- A. Operational needs of a department.
- B. Number of employees availing or scheduled to avail themselves of educational leaves.
- C. Availability of qualified replacements.
- D. Adequate advanced notice from the employee.

11/12/5 (BC, AS, SPS, T, LE) 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 reasons for the denial.

11/12/5A (BC, AS, SPS, T, LE) The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private accredited higher educational system, or area technical college system. If the time off is approved, the employee will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs.

11/12/6 (BC, AS, SPS, T, LE) Career-Related Education

The Employer shall allow for a system of career related education at the request of the employee on the following basis:

When admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, an employee shall be granted time off without pay, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3)

semester hours per summer session] for the duration of this Agreement. Seventy five percent (75%) of tuition costs and fees will be reimbursed by the Employer, to the employe, if still employed, upon successful completion of approved courses. Prior to commencement of any career-related courses, the employe shall seek and receive advance authorization from his/her supervisor and from the appointing authority for enrollment in career related courses. After such written approval has been received from the appointing authority or his/her designee, such approval will not be rescinded except for unanticipated emergencies. Career related training and educational activities are those that aid an employe in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the agency. For the following departments, independent agencies and constitutional offices, career related training and educational activities are those that aid an employe in progressing to any class or class series within the bargaining unit within State Service.

- A. All independent agencies
- B. All constitutional offices
- C. Military Affairs
- D. Regulation and Licensing
- E. Department of Commerce
- F. Employment Relations

For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time.

11/12/7 Required Training (T)

The Employer agrees to allow time off, without loss of pay, for continuing education to meet and maintain licensure for Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA). Time for such certification will be without loss of pay for each year of the contract.

11/12/8 (BC, AS, SPS, T, LE) The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. Heads of departments and chancellors of the University of Wisconsin System which choose to exceed these standards may do so. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

11/12/9 (AS, BC) The Union and the Employer will discuss, explore and develop methods to counsel and educate employes as to resources available to enhance promotability for advancement within state service, as provided in 11/2/8.

SECTION 13: Professional Development for Social Services Unit

11/13/1 (PSS) Employer Directed Training

When an employe's attendance at either on-site or off-site training sessions is directed by the Employer, such attendance, including travel time, shall be without loss of pay and at the Employer's expense.

11/13/2 (PSS) Professional Meetings

An employe shall be granted thirty two (32) hours without loss of pay each fiscal year at the employe's discretion, regardless of sponsorship, to attend professional meetings, conventions, certification exams, institute seminars, continuing education, or work shops related to the advancement of the employe's professional development. At the sole discretion of the Employer, travel expenses may also be paid to the employe and additional time off, with or without loss of pay, may be granted for the purposes mentioned above.

11/13/3 (PSS) Educational Leave-of-Absence. Employes covered by this Agreement shall be granted a full-time educational leave-of-absence without pay. Full time student status shall be determined by the established requirements of the educational institution. Such leaves shall be granted for career related professional development and educational purposes only. 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 reasons for the denial. Such employe may return early from such a leave upon approval by the Employer.

11/13/4 (PSS) On-Going Education. In order to provide for career related professional advancement, the Employer shall provide for a system of ongoing education at the request of the employe on the following basis:

11/13/5 (PSS) When enrolled in an educational program in the State Higher Education System, the employe may carry a seventy percent (70%) work load at seventy percent (70%) of pay and benefits. If an employe is enrolled in an educational program in the State Higher Education System and the employe is carrying seventy percent (70%) work load at seventy percent (70%) of pay and benefits, the Employer shall reimburse the employe for seventy-five percent (75%) of tuition and books.

11/13/6 (PSS) When enrolled in an educational program in the State Higher Educational System, an employe shall be granted the time, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. The Employer may at its discretion allow time off with or without pay for non-career related educational purposes.

11/13/7 (PSS) The provisions of paragraphs 11/13/5, 11/13/6 and 11/13/7 apply only to those cases where the courses are held and conducted within the physical boundaries of the State of Wisconsin.

11/13/8 (PSS) Notice of Reorganization. Whenever the Employer decides to reorganize any state agency or subdivision thereof, the Union shall be given thirty (30) days advance notice and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employes in the bargaining units.

SECTION 14: Personnel Files

11/14/1 An employe shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employe's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employe when reviewing his/her personnel file(s). Alternatively, an individual employe may

authorize a designated grievance representative or an AFSCME Council 24 field representative to review the employe's personnel file(s) on the employe's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employes nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

11/14/2 A copy of any material placed in an employe's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employe involved.

11/14/3 All work rule violations which did not involve criminal violations will be immediately removed from the employe's official personnel file(s) as stated in 11/7/3 (work rules). When these work rule violations are removed from a personnel file at the request of the employe said material will be given or sent to the employe. When the employe's work location is different than the location of the personnel file the request for removal shall be in writing.

11/14/4 (LE) It is understood performance (incident) reports will be removed upon an employe's request from personnel file(s) after the current year and one full calendar year following the date of the incident. Labor and management may continue to discuss performance reports locally to arrive at an agreement different than that stated above.

SECTION 15: Contracting Out

11/15/1 When a decision is made by the Employer to contract or subcontract work normally performed by employes of the bargaining unit, the state agrees to a notification and discussion with the local Union at the time of the Request for Purchase Authority (RPA) but not less than thirty (30) days in advance of the implementation.

The Employer shall not contract out work normally performed by bargaining unit employes in an employing unit if it would cause the separation from the state service of the bargaining unit employes within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child caring institutions, and services under s. 46.036, Wis. Stats.) If an employe is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employe in the same geographic area and at the same rate of pay.

SECTION 16: Liability Protection

11/16/1 The employes of these bargaining units are covered by the provisions of s. 895.46, Wis. Stats.

SECTION 17: P.E.O.P.L.E. Deductions

11/17/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those P.E.O.P.L.E. contributions authorized by the employee.

11/17/2 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

11/17/3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 18: Affirmative Action

11/18/1 The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program and will assist in any way possible in the meeting of the objectives of such a program in order to promote and encourage the full utilization of human resources in state service. The Employer agrees to provide Council 24 with sixty (60) copies of the "Wisconsin State Government Affirmative Action Plan Versus Performance Report" whenever said report is issued. Similar performance reports on Affirmative Action programs for the University of Wisconsin System shall also be provided to Council 24 for distribution to the local unions on the campuses. At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for discussion.

In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

11/18/2 In those departments which have or create affirmative action committees, the WSEU shall appoint two (2) employees of the department to each of the committees to represent all WSEU bargaining units without loss of pay. One additional person without loss of pay may be added to the committee by mutual consent.

SECTION 19: Blood Donations

11/19/1 The Employer agrees to continue the current practices on the release of employees for blood donation provided there is the continued availability of blood donation equipment. In those instances where on-site blood donation equipment is not available any arrangements for donating blood may be discussed at local Union-Management Meetings. Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

11/19/2 Employees who donate blood for the purpose of pheresis donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

SECTION 20: Employing Unit Designations

11/20/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator, Division of Merit Recruitment and Selection, and the head of the agency(ies) involved or their designee(s) regarding such change in employing unit(s).

SECTION 21: Employee Assistance

11/21/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union.

Where the department-appointed EAP coordinator is in the employee's immediate chain of command, the employee may seek assistance from another coordinator outside his/her chain of command. Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services. The Employer agrees it will endeavor to appoint volunteer EAP resource coordinators on all shifts. If an employee feels he/she is in need of immediate employee assistance and no resource coordinator is available on his/her shift, the employee will be permitted to contact an off-duty resource coordinator by telephone for the purpose of immediate consultation and assistance.

The Employer will include information on employee assistance programs as part of its orientation program for employees. Annually, each department shall provide its employees with a listing of department employee assistance coordinators and available resources.

11/21/2 Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance the Employer will notify the Union. The parties will attempt to resolve the problem with the employee.

11/21/3 Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement. Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

11/21/4 The Employer encourages the establishment of departmentwide or employing unit Employee Assistance Advisory Committee(s). Where such committees are formed or currently exist, the Union may designate one representative to serve on such committee(s) without loss of pay.

SECTION 22: Child Care

11/22/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

11/22/2 The Union may appoint one member to represent all WSEU bargaining units to each existing and/or new on-site child care committee. In the event that the on-site child care committee covers two or more employing units covered by two or more different locals, the locals may appoint one additional member to the committee for a maximum of a total of two (2) employee members. Participation in these committees shall be without loss of pay.

SECTION 23: Employees' Organizational Activities for Professional Social Services Unit

11/23/1 The Employer shall permit the employee organizational activities on the Employer's premises and the use of the Employer's facilities. Use of such facilities including the use of meeting rooms shall not take place during normal working hours and shall be on the same fee basis as is permitted other organizations.

SECTION 24: Whistleblower

11/24/1 The Employer agrees to abide by the provisions of Subchapter III of Chapter 230 regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

SECTION 25: Committees

11/25/1 Quality Committees: Where the Employer creates or has created one or more quality committees, the members of such committees shall be appointed and serve at the discretion of the Employer, except that one member of each such committee shall be a represented employee designated by the Union from the affected work area(s) and shall serve without loss of pay. Such committee(s) are those which meet on a regular basis for the purpose of identifying, analyzing, and recommending solutions to employee/Employer concerns about the work product of the affected work area. Topics of discussion in quality committees as identified in this paragraph do not include discussion topics mandated under the Master Agreement or Ch. 111.80, Wis. Stats.

11/25/2 Other Committees: Where the Employer creates other committee(s) that meet on a regular basis, with represented employees on it, and the subject of the committee(s) has a direct affect on WSEU employees, the members of such committee(s) shall be appointed and serve at the discretion of the Employer, except that one (1) member from each affected bargaining unit shall be designated by the local union, and serve without loss of pay. Topics of discussion in these committee(s) will not include topics mandated under the Master Agreement, or Chapter 111.80, Wis. Stats., but may include identifying, analyzing and recommending changes or solutions to employee/Employer concerns about the work product or the affected work area.

SECTION 26: Arrest/Conviction Record

11/26/1 The pre-employment arrest/conviction record of a current bargaining unit employe with permanent status shall not be used by the Employer as a basis for removing the employe from his/her existing position or disallowing movement to another position unless the Employer can demonstrate that the employe falsified or withheld information or there is a substantial relationship between the arrest/conviction and the circumstances of the employe's existing position or the position to which the employe requests to move that is detrimental to the Employer.

SECTION 27: Nurse Aide Registration

11/27/1 (T) At State institutions where nurse aide registration is required, the Employer will recognize employes as eligible to perform the duties of an aide who have been grandfathered or have completed a program that has been deemed by the Division of Health.

11/27/2 (T) At State institutions where registration is required, and the institution's training program is not deemed by the Division of Health, employes who are not placed on the registry will be afforded the opportunity to receive training to qualify for placement on the registry. If such training is not provided by the Employer, employes will be reimbursed after satisfactory completion for appropriate training from accredited sources.

11/27/3 (T) In the event an employe is unable to initially qualify for the registry, the Employer will make an effort to place the employe in a position for which the employe is qualified. If that position is at a pay level less than the employe is presently receiving, the employe's pay rate will be red-circled.

11/27/4 (T) Fees connected with placement on the registry will be paid by the Employer.

SECTION 28: Operational Need

11/28/1 Definition of Operational Need

Operational need means the needs of the agency that are reasonable perceived by management as necessary for the effective, efficient and safe performance of the agency's mission at any point in time or at any location.

11/28/2 If deviation from the normal shift is made due to operational needs, the Employer will provide an explanation to the employe or Union representative upon request.

ARTICLE XII

Wages

SECTION 1: Wage Adjustments

12/1/1 The Employer agrees to provide employees covered by this Agreement the wage adjustments and/or lump sum wage payments as set forth below:

12/1/2 A. First Fiscal Year

Except as otherwise provided under 12/1/4 of this Article, the Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below:

1. (AS): FY 1999-2000 Grid Implementation

Effective the first day of the first pay period following the effective date of the Agreement, the Employer will implement the grid set forth in Appendix #1 as follows:

a. Subject to b. and c., below, the base pay rate of each employee in pay status on the effective date will be set at the grid rate for the employee's class that corresponds to the employee's full years of seniority as of June 30, 1999.

b. If an employee's base pay rate prior to FY 1999-2000 grid implementation is equal to or greater than the FY 1998-1999 grid endpoint, the employee will receive an increase in an amount equal to two percent (2.0%) of that prior base pay rate.

c. If an employee's base pay rate prior to FY 1999-2000 grid implementation is at the FY 1998-1999 PSICM, the employee will receive at least the PSICM rate of the FY 1999-2000 grid.

2. (SPS): Pay Range Reassignments

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide the pay range reassignments specified below using the FY 1998-1999 grid:

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Officer 1</u>	<u>05-09</u>	<u>05-10</u>
<u>Officer 2</u>	<u>05-11</u>	<u>05-12</u>
<u>Officer 3</u>	<u>05-12</u>	<u>05-13</u>
<u>Psychiatric Care Technician 1</u>	<u>05-09</u>	<u>05-10</u>
<u>Psychiatric Care Technician 2</u>	<u>05-11</u>	<u>05-12</u>
<u>Youth Counselor 1</u>	<u>05-09</u>	<u>05-10</u>
<u>Youth Counselor 2</u>	<u>05-11</u>	<u>05-12</u>
<u>Youth Counselor 3</u>	<u>05-12</u>	<u>05-13</u>

3. (BC, SPS, T, PSS, LE): FY 1999-2000 General Wage Adjustment

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on the effective date with at least one (1) full year of seniority as of June 30, 1999, a General Wage Adjustment of an amount equal to two percent (2.0%) of the employee's current base pay rate.

4. (SPS, T, LE): Grid Implementation

Effective the first day of the first pay period following the effective date of the Agreement, eligible employees in pay status on that date in positions allocated to the following classifications, will be placed on the applicable grid in Appendix #4:

a. Conservation Warden; Environmental Warden; Safety Specialist Warden; Special Investigative Warden with placement based on full years of seniority as of April 9, 2000.

b. Aircraft Pilot with placement based on full years of seniority as of June 30, 1999.

c. Police Detective; Police Officer; State Patrol Inspector; State Patrol Trooper with placement based on full years of seniority as of January 2, 2000.

5. (BC, SPS, T, PSS, LE): FY 1999-2000 Transaction Grids Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the Transaction Grids set forth in Appendix #1.

6. (AS, BC, SPS, T, PSS): Pay Range Reassignments

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay range reassignments specified below:

a.

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Probation and Parole Agent-Entry</u>	<u>12-02</u>	<u>12-04</u>
<u>Probation and Parole Agent-Obj.</u>	<u>12-04</u>	<u>12-05</u>

b.

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Licensed Practical Nurse 1</u>	<u>06-09</u>	<u>06-11</u>
<u>Licensed Practical Nurse 2</u>	<u>06-10</u>	<u>06-12</u>
<u>Meat & Animal Procurement Tech.</u>	<u>06-09</u>	<u>06-11</u>
<u>Nursing Assistant 1</u>	<u>06-07</u>	<u>06-09</u>

<u>Nursing Assistant 2</u>	<u>06-08</u>	<u>06-10</u>
<u>Nursing Assistant 3</u>	<u>06-09</u>	<u>06-11</u>
<u>Resident Care Technician 1</u>	<u>06-07</u>	<u>06-09</u>
<u>Resident Care Technician 2</u>	<u>06-08</u>	<u>06-10</u>

c.

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Boiler Safety Inspector 1</u>	<u>05-12</u>	<u>05-13</u>
<u>Boiler Safety Inspector 2</u>	<u>05-13</u>	<u>05-14</u>
<u>Boiler Safety Inspector 3</u>	<u>05-14</u>	<u>05-15</u>
<u>Elevator Safety Inspector 1</u>	<u>05-12</u>	<u>05-13</u>
<u>Elevator Safety Inspector 2</u>	<u>05-13</u>	<u>05-14</u>
<u>Elevator Safety Inspector 3</u>	<u>05-14</u>	<u>05-15</u>
<u>Mining Safety Inspector 1</u>	<u>05-12</u>	<u>05-13</u>
<u>Mining Safety Inspector 2</u>	<u>05-13</u>	<u>05-14</u>
<u>Mining Safety Inspector 3</u>	<u>05-14</u>	<u>05-15</u>
<u>Power Plant Assistant</u>	<u>03-06</u>	<u>03-07</u>
<u>Power Plant Operator</u>	<u>03-10</u>	<u>03-11</u>
<u>Power Plant Operator-Sr.</u>	<u>03-11</u>	<u>03-12</u>
<u>Power Plant Operator In Charge</u>	<u>03-12</u>	<u>03-13</u>
<u>Trust Funds Assistant 1</u>	<u>02-10</u>	<u>02-11</u>
<u>Trust Funds Assistant 2</u>	<u>02-11</u>	<u>02-12</u>
<u>Trust Funds Assistant 3</u>	<u>02-12</u>	<u>02-13</u>

7. (AS, BC, SPS, T): Personnel Management Survey Implementation

Effective the first day of the pay period following the effective date of the Agreement, the following surveys will be implemented:

- a. Engineering Technician Survey
Food Service Occupations Survey
- b. Aircraft Pilot Survey
DNR Technician Survey
Natural Resources Customer Service Representative Survey
Ranger Survey
- c. Consumer Protection Investigator Survey

8. (BC, SPS, T): Add-on Implementation

Effective the first day of the pay period following the effective date of the Agreement, the following add-ons will be implemented:

- a. Aircraft Mechanic Add-on
Fire Crash Rescue Add-on
- b. Hospital Security Officer Add-on
Power Plant Assistant/Operator Add-On

B. Second Fiscal Year

Except as otherwise provided under 12/1/4 of this Article, the Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below:

1. (AS): FY 2000-2001 Grid Implementation

Effective July 2, 2000, the Employer will implement the grids set forth in Appendix #2 as follows:

a. Subject to b., below, the base pay rate of each employee in pay status on the effective date will be set at the grid rate for the employee's class that corresponds to the employee's full years of seniority as of June 30, 2000.

b. If an employee's base pay rate prior to FY 2000-2001 grid implementation is equal to or greater than the FY 1999-2000 grid endpoint, the employee will receive an increase in an amount equal to three percent (3.0%) of that prior base pay rate.

2. (BC, SPS, T, PSS, LE): FY 2000-2001 General Wage Adjustment

Except for those employees whose positions are listed in 3., below, effective July 2, 2000, the Employer will provide each eligible employee in pay status on the effective date with at least one (1) full year of seniority as of June 30, 2000, a General Wage Adjustment of an amount equal to three percent (3.0%) of the employee's current base pay rate.

3. (SPS, T, LE): July 2, 2000, Grid Implementation

Except as provided in d. and e., below, effective July 2, 2000, eligible employees in pay status on that date, in positions allocated to the following classifications, will be placed on the applicable grid in Appendix #4 based on full years of seniority as of June 30, 2000:

- a. Conservation Warden;
Environmental Warden;
Safety Specialist Warden;
Special Investigative Warden.
- b. Aircraft Pilot.
- c. Police Detective;
Police Officer;

State Patrol Inspector;
State Patrol Trooper.

d. Employees in positions allocated to classifications listed in a. and b., above, who are at or above the applicable FY 1999-2000 grid endpoint will receive a General Wage Adjustment of an amount equal to three percent (3.0%) of the current base pay rate.

e. Employees in positions allocated to classifications listed in a., above, will then receive a market stratification as follows:

<u>Full Years of Seniority as of June 30, 2000</u>	<u>Amount</u>
<u>10 through 14 years</u>	<u>\$0.65/hr.</u>
<u>15 through 19 years</u>	<u>\$1.15/hr.</u>
<u>20 or more years</u>	<u>\$2.34/hr.</u>

4. (BC, SPS, T, PSS, LE): FY 2000-2001 Transaction Grids Implementation

Effective July 2, 2000, the Employer will implement the Transaction Grids set forth in Appendix #2.

5. (AS, BC, SPS, T, PSS): Pay Range Reassignments

Effective July 2, 2000, the Employer will implement the pay range reassignments specified below:

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Chaplain</u>	<u>12-05</u>	<u>12-06</u>
<u>Child Care Counselor 1</u>	<u>06-07</u>	<u>06-09</u>
<u>Child Care Counselor 2</u>	<u>06-08</u>	<u>06-10</u>
<u>Child Care Counselor 3</u>	<u>06-10</u>	<u>06-12</u>
<u>Dental Assistant</u>	<u>06-09</u>	<u>06-10</u>
<u>Dental Hygienist</u>	<u>06-15</u>	<u>06-16</u>
<u>Detention Facilities Specialist</u>	<u>05-14</u>	<u>05-15</u>
<u>Experiential Recreational Spec.-Entry</u>	<u>12-01</u>	<u>12-02</u>
<u>Experiential Recreational Spec.-Obj.</u>	<u>12-02</u>	<u>12-03</u>
<u>Experimental Farm Laborer</u>	<u>03-06</u>	<u>03-07</u>
<u>Experimental Herd Assistant-Obj.</u>	<u>03-07</u>	<u>03-08</u>
<u>Experimental Herd Assistant-Sr.</u>	<u>03-09</u>	<u>03-10</u>
<u>Farm Equipment Operator</u>	<u>03-08</u>	<u>03-09</u>
<u>Farm Laborer</u>	<u>03-05</u>	<u>03-06</u>
<u>Health Services Specialist 1</u>	<u>12-06</u>	<u>12-07</u>
<u>Health Services Specialist 2</u>	<u>12-07</u>	<u>12-08</u>
<u>Histology Technician-Entry</u>	<u>06-07</u>	<u>06-10</u>

<u>Histology Technician-Obj.</u>	<u>06-08</u>	<u>06-11</u>
<u>Histology Technician-Sr.</u>	<u>06-09</u>	<u>06-12</u>
<u>Instrument Maker-Entry</u>	<u>06-11</u>	<u>06-12</u>
<u>Instrument Maker-Journey</u>	<u>06-13</u>	<u>06-14</u>
<u>Instrument Maker-Adv.</u>	<u>06-14</u>	<u>06-15</u>
<u>Instrument Shop Coordinator</u>	<u>06-14</u>	<u>06-15</u>
<u>Legal Assistant-Entry</u>	<u>02-10</u>	<u>02-11</u>
<u>Legal Assistant-Obj.</u>	<u>02-11</u>	<u>02-12</u>
<u>Legal Secretary-Obj.</u>	<u>02-09</u>	<u>02-10</u>
<u>Legal Secretary-Adv.</u>	<u>02-10</u>	<u>02-11</u>
<u>Mechanician-Entry</u>	<u>06-10</u>	<u>06-11</u>
<u>Mechanician-Journey</u>	<u>06-11</u>	<u>06-12</u>
<u>Offenders Records Assistant 1</u>	<u>02-08</u>	<u>02-09</u>
<u>Ombudsman Services Specialist-Entry</u>	<u>12-04</u>	<u>12-05</u>
<u>Ombudsman Services Specialist-Obj.</u>	<u>12-05</u>	<u>12-06</u>
<u>Poultry Worker-Obj.</u>	<u>03-06</u>	<u>03-07</u>
<u>Poultry Worker-Sr.</u>	<u>03-07</u>	<u>03-08</u>
<u>Probation and Parole Agent-Sr.</u>	<u>12-06</u>	<u>12-07</u>
<u>Psychological Services Assoc.-Entry</u>	<u>12-02</u>	<u>12-03</u>
<u>Psychological Services Assoc.-Obj.</u>	<u>12-04</u>	<u>12-05</u>
<u>Psychologist</u>	<u>12-07</u>	<u>12-08</u>
<u>Psychologist Doctorate</u>	<u>12-07</u>	<u>12-08</u>
<u>Psychologist-Sr.</u>	<u>12-08</u>	<u>12-09</u>
<u>Psychologist-Sr. Doctorate</u>	<u>12-08</u>	<u>12-09</u>
<u>Recreation Leader-Entry</u>	<u>12-01</u>	<u>12-02</u>
<u>Recreation Leader-Obj.</u>	<u>12-02</u>	<u>12-03</u>
<u>Semi-Driver</u>	<u>03-09</u>	<u>03-11</u>
<u>Social Worker-Sr.</u>	<u>12-06</u>	<u>12-07</u>
<u>Social Worker-Adv.</u>	<u>12-06</u>	<u>12-07</u>
<u>Stenographic Reporter 1</u>	<u>02-11</u>	<u>02-12</u>
<u>Stenographic Reporter 2</u>	<u>02-13</u>	<u>02-14</u>
<u>Unemployment Benefit Analyst 1</u>	<u>12-04</u>	<u>12-06</u>
<u>Unemployment Benefit Analyst 2</u>	<u>12-05</u>	<u>12-07</u>
<u>Unemployment Benefit Analyst 3</u>	<u>12-06</u>	<u>12-08</u>
<u>Unemployment Benefit Analyst 4</u>	<u>12-07</u>	<u>12-09</u>
<u>Unemployment Benefit Specialist 1</u>	<u>12-02</u>	<u>12-04</u>
<u>Unemployment Benefit Specialist 2</u>	<u>12-03</u>	<u>12-05</u>
<u>Unemployment Benefit Specialist 3</u>	<u>12-04</u>	<u>12-06</u>
<u>Unemployment Benefit Specialist 4</u>	<u>12-05</u>	<u>12-07</u>
<u>Unemployment Benefit Specialist 5</u>	<u>12-06</u>	<u>12-08</u>
<u>Unemployment Ins. Coll. Spec.-Entry</u>	<u>12-02</u>	<u>12-04</u>
<u>Unemployment Ins. Coll. Spec.-Interm.</u>	<u>12-03</u>	<u>12-05</u>
<u>Unemployment Ins. Coll. Spec.-Sr.</u>	<u>12-04</u>	<u>12-06</u>
<u>Unemployment Ins. Coll. Spec.-Adv.</u>	<u>12-05</u>	<u>12-07</u>
<u>Vocational Rehab. Counselor-Sr.</u>	<u>12-06</u>	<u>12-07</u>
<u>Workers Compensation Assistant 3</u>	<u>02-11</u>	<u>02-12</u>

6. (AS): Clerical Assistant Reallocations

Effective July 2, 2000, positions allocated to the Clerical Assistant series will be reallocated as follows:

<u>Old Class</u>	<u>New Class</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Clerical Asst. 1</u>	<u>Clerical Asst.</u>	<u>02-06</u>	<u>02-07</u>
<u>Clerical Asst. 2</u>	<u>Clerical Asst.</u>	<u>02-07</u>	<u>02-07</u>

7. (AS, T): Personnel Management Survey Implementation

Effective July 2, 2000, the following surveys will be implemented:

Management Information Technician Survey

Medical Records Technician Survey

Medical Transcriptionist Survey

8. (SPS, PSS): Pay Progression Implementation

Effective July 2, 2000, the Employer shall implement pay progressions for employees in pay status on that date who are in positions allocated to the classifications of Officer, Youth Counselor, Social Worker-Corrections, or Probation and Parole Agent in accordance with Negotiating Notes #63, #64, and #65.

9. (LE): July 30, 2000, Grid Implementation

Effective July 30, 2000, the Employer will implement the grid for Police Detective, Police Officer, State Patrol Inspector, and State Patrol Trooper as set forth in Appendix #4 with placement based on full years of seniority as of July 30, 2000.

10. (AS): October 8, 2000, Grid Implementation

Effective October 8, 2000, the Employer will implement the grid set forth in Appendix #3 as follows:

a. Subject to b., below, the base pay rate of each eligible employee in pay status on the effective date will be set at the grid rate for the employee's class that corresponds to the employee's full years of seniority as of June 30, 2000.

b. If an employee's base pay rate prior to October 8, 2000, grid implementation is equal to or greater than the FY 2000-2001 (effective July 2, 2000) grid endpoint, the employee will receive an increase in an amount equal to seven-tenths of one percent (0.7%) of that prior base pay rate.

11. (BC, SPS, T, PSS, LE): October 8, 2000, General Wage Adjustment

Except for those employees whose positions are listed in 12., below, effective October 8, 2000, the Employer will provide each eligible employee in pay status on the effective date with at least one (1) full year of seniority as of June 30, 2000, a General Wage Adjustment of an amount equal to seven-tenths of one percent (0.7%) of the current base pay rate.

12. (SPS, T, LE): October 8, 2000, Grid Implementation

Except as provided in d. and e., below, effective October 8, 2000, eligible employees in pay status on that date, in positions allocated to the following classifications, will be placed on the applicable grid set forth in Appendix #4:

a. (SPS): Conservation Warden; Environmental Warden; Safety Specialist Warden; Special Investigative Warden with placement based on full years of seniority as of June 30, 2000.

b. (T): Aircraft Pilot with placement based on full years of seniority as of June 30, 2000.

c. (LE): Police Detective; Police Officer; State Patrol Inspector; State Patrol Trooper with placement based on full years of seniority as of July 30, 2000.

d. Employees in positions allocated to classifications listed in a. and b., above, who are at or above the applicable July 2, 2000, grid endpoint will receive a General Wage Adjustment of an amount equal to seven-tenths of one percent (0.7%) of the employees' current base pay rate.

e. Employees in positions allocated to classifications listed in c., above, who are at or above the applicable July 30, 2000, grid endpoint will receive a General Wage Adjustment of an amount equal to seven-tenths of one percent (0.7%) of the employees' current base pay rate.

13. (BC, SPS, T, PSS, LE): October 8, 2000, Transaction Grids Implementation

Effective October 8, 2000, the Employer will implement the applicable Transaction Grids set forth in Appendix #3.

14. (BC, T): December 31, 2000, Pay Range Reassignments

Effective December 31, 2000, the Employer will implement the pay range reassignments specified below:

<u>Classification</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Custodian 1</u>	<u>03-02</u>	<u>03-03</u>
<u>Custodian 2</u>	<u>03-04</u>	<u>03-05</u>
<u>Custodian 3</u>	<u>03-06</u>	<u>03-07</u>
<u>Groundskeeper</u>	<u>03-06</u>	<u>03-07</u>
<u>Instrument Maker-Advanced</u>	<u>06-15</u>	<u>06-16</u>

<u>Instrument Maker-Entry</u>	<u>06-12</u>	<u>06-13</u>
<u>Instrument Maker-Journey</u>	<u>06-14</u>	<u>06-15</u>
<u>Instrument Shop Coordinator</u>	<u>06-15</u>	<u>06-16</u>
<u>Laboratory Helper</u>	<u>03-04</u>	<u>03-05</u>
<u>Laborer</u>	<u>03-04</u>	<u>03-05</u>
<u>Laborer-Lead</u>	<u>03-06</u>	<u>03-07</u>
<u>Laborer-Special</u>	<u>03-05</u>	<u>03-06</u>
<u>Laundry Worker 1</u>	<u>03-02</u>	<u>03-03</u>
<u>Laundry Worker 2</u>	<u>03-03</u>	<u>03-04</u>
<u>Laundry Worker 3</u>	<u>03-04</u>	<u>03-05</u>
<u>Laundry Worker 4</u>	<u>03-05</u>	<u>03-06</u>
<u>Mechanician-Entry</u>	<u>06-11</u>	<u>06-12</u>
<u>Mechanician-Journey</u>	<u>06-12</u>	<u>06-13</u>
<u>Tree Pruner</u>	<u>03-07</u>	<u>03-08</u>

12/1/3 Former Employees Eligible for the FY 1999-2000 Wage Adjustments

A. Any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from July 4, 1999, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/A.1., 2., 3., and 6./a. of this Article.

B. Any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from January 2, 2000, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/A./6./b. and 7./a. of this Article.

C. Any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from April 9, 2000, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/A./4./a., 4./b., and 7./b. of this Article.

12/1/4 Employees Not Eligible for The FY 1999-2000 Wage Adjustments and Lump Sum Payments

Those employees who have previously been considered for or received a FY 1999-2000 wage adjustment or corresponding lump sum payment will not be eligible for the FY 1999-2000 wage adjustments as set forth in 12/1/2/A. of this Article. Any such employee who receives a grid implementation adjustment under 12/1/2/A. will not be eligible for the lump sum payment related to the delay in the FY 1999-2000 wage adjustment.

12/1/5 Lump Sum Payments for Delay in Implementing the FY Wage Adjustments

A. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/2/A./1., 2., 3., and 6./a., times the number of his/her hours in pay status in the bargaining unit(s) between July 4, 1999, and the effective date of the Agreement.

The following employees will be eligible:

1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/A./1., 2., 3., and 6./a.

2. Former employees of the bargaining unit(s) who retired from or died while serving in a bargaining unit(s) position between July 4, 1999, and the effective date of the Agreement who would have received adjustments under 12/1/1/A./1., 2., 3., and 6./a. These employees will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

3. Employees in the bargaining unit(s) who began a leave of absence or were laid off after July 4, 1999, and before the effective date of the Agreement and who would have received adjustments under 12/1/2/A./1., 2., 3., 5., and 6./a. Employees will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

4. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.

B. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employe receives 12/1/2/A./6./b. and 7./a., times the number of his/her hours in pay status in the bargaining unit(s) between January 2, 2000, and the effective date of the Agreement.

The following employees will be eligible:

1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2 A./6./b. and 7./a.

2. Former employees of the bargaining unit(s) who retired from or died while serving in a bargaining unit(s) position between January 2, 2000, and the effective date of the Agreement who would have received adjustments under 12/1/2/A./6./b. and 7./a. These employees will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

3. Employees in the bargaining unit(s) who began a leave of absence or were laid off after January 2, 2000, and before the effective date of the Agreement and who would have received adjustments under 12/1/2/A./6./b. and 7./a. Employees will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

C. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employe receives 12/1/2/A./4./a., 4./b., and 7./b., times the number of his/her hours in pay status in the bargaining unit(s) between April 9, 2000, and the effective date of the Agreement.

The following employees will be eligible:

1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/A./4./a., 4./b., and 7./b.

2. Former employes of the bargaining unit(s) who retired from or died while serving in a bargaining unit(s) position between April 9, 2000, and the effective date of the Agreement who would have received adjustments under 12/1/2/A./4./a., 4./b. and 7./b. These employes will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

3. Employes in the bargaining unit(s) who began a leave of absence or were laid off after April 9, 2000, and before the effective date of the Agreement and who would have received adjustments under 12/1/2/A./4./a., 4./b., and 7./b. Employes will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

SECTION 2: Recruitment Rates

12/2/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Hiring Rates (RHR) for recruitment, the Employer will notify the Union before implementation.

SECTION 3: Pay Period

12/3/1 Each employe covered by this Agreement shall be paid on a biweekly basis.

SECTION 4: Shift Differential

12/4/1 The Employer agrees to pay a shift differential of \$.45 (forty five cents) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

12/4/2 Weekend Differential: The Employer agrees to pay a weekend differential of \$.60 (sixty cents) per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday.

12/4/3 Employes shall be paid one and one-half (1-1/2) times the base rate plus applicable differentials for overtime pay purposes.

SECTION 5: Flight Pay

12/5/1 (SPS, T, LE) Any employe required to pilot an aircraft as a portion of his/her assigned duties shall receive as additional pay five dollars (\$5.00) for each hour of aircraft log time during which this duty is performed unless:

A. His/her current classification* and job specification already includes this duty as a regularly assigned duty of the job, or

B. The time spent in flying the air craft is a casual occurrence solely for the purpose of arriving at a destination and not a part of a regular duty assignment.

No additional compensation shall be granted for any ground duty or preparation time even though such duties may be directly connected with the actual flying assignment.

*Examples of classes which are specifically exempt from this provision include but are not limited to: Conservation Pilot, Aircraft Pilot, Aircraft Mechanic.

SECTION 6: Motorcycle Pay

12/6/1 (LE) State Patrol Troopers required to operate motorcycles in the performance of their assigned duties shall receive the additional pay of twenty five dollars (\$25.00) per month when required to operate motorcycles during the months of May through October of each year.

SECTION 7: Add-ons

12/7/1 Employees classified as Psychologist Doctorate shall receive a salary add-on equal to thirteen percent (13%) of the minimum of the pay range. An additional amount of up to five percent (5%) of the minimum of the pay range may also be added on at the sole discretion of the Employer.

12/7/2 Effective the first day of the pay period following the effective date of the Agreement, an add-on of fifty cents (\$0.50) per hour shall be paid to supplement the base pay of an employe whose position has been allocated to the Aircraft Mechanic classification, based upon the employe's possession of a current Repairman's Certification under FAR part 65.103 (Specialized Services & Instrument). If an employe receiving this supplemental add-on ceases to hold a current certification or a position allocated to the Aircraft Mechanic classification, the add-on will cease effective the first day of the pay period following termination of the current certification or from the position allocated to the Aircraft Mechanic classification.

12/7/3 Effective the first day of the pay period following the effective date of the Agreement, an add-on of one dollar (\$1.00) per hour shall be paid to supplement the base pay of an employe whose position has been allocated to the Security Officer classification and has been permanently assigned the UW Hospital & Clinics. If an employe receiving this supplemental add-on ceases to hold a position allocated to the Security Officer classification or the position is no longer permanently assigned to the UW Hospital & Clinics, the add-on will cease effective the first day of the pay period following termination from the position allocated to the Security Officer classification or the permanent assignment to the UW Hospital & Clinics.

SECTION 8: Administrative Date For Pay Adjustments

12/8/1 The Employer agrees to continue to implement all bargainable pay adjustments affecting employes covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of said adjustments.

SECTION 9: Periodic Classification/Pay Range Assignment Meetings

12/9/1 The parties agree to meet quarterly during the life of this Agreement, or as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system, such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/reassignment of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

12/9/2 Absent mutual agreement as provided under 12/9/1 above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

12/9/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

12/9/4 During the life of this Agreement, the Department of Employment Relations (DER), upon mutual agreement of the parties, will meet with Council 24 designated bargaining team members for the purpose of identifying and discussing classification issues. The agendas for such meetings and union representatives attending such meetings will be determined jointly by DER and Council 24. Criteria for placement of an issue on the agenda shall include: administration of the Classification Plan, recruitment problems, retention problems, and other issues that the parties believe are appropriate at the time. Designated bargaining team member's compensation for attendance will be the same as it is for the master Agreement bargaining process for negotiation of the 1999-2001 Agreement. This section shall terminate on June 30, 2001, unless extended by mutual agreement of the parties.

ARTICLE XIII

Employee Benefits

SECTION 1: Health Insurance

13/1/1 The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are comparable in benefit levels and shall be considered as examples of comparability.

13/1/2 The Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or one hundred five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

13/1/3 The Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand forty four (1044) hours per year.

13/1/4 The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

SECTION 2: Life Insurance

13/2/1 The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin Group Insurance Board.

13/2/2 The Employer agrees to continue in effect the present administration of the group life insurance plan provided under the provisions of Chapter 40, Wis. Stats., the master contract between the insurance carrier and the Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

13/2/3 The Employer agrees to pay the difference between the employee contribution and total premium.

SECTION 3: Dental Insurance

13/3/1 (BC, SPS, T, PSS, LE) The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

13/3/2 (AS) The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts and provide signed deduction authorization cards for employees from whose pay the premium shall be deducted.

13/3/3 (AS) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

13/3/4 (AS) Notwithstanding the foregoing provision of this section, it is neither the intent nor purpose of this section that the Employer is offering, providing or making available dental insurance coverage to employees nor does the Employer assume or accept responsibility or liability for the administration, coverage or conduct of such a program.

SECTION 4: Income Continuation Insurance

13/4/1 The Employer agrees to continue in effect the income continuation program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

SECTION 5: Sick Leave

13/5/1 The Employer agrees to provide a sick leave plan as follows:

A. Employees shall earn sick leave at the rate of .0625 of an hour in pay status in a biweekly period to a maximum of five (5) hours for each full biweekly pay period of service.

B. Employees shall earn sick leave at the rate of .0625 of an hour for each hour in excess of eighty (80) hours in a biweekly pay period to a maximum of one (1) hour for ninety six (96) hours work in a pay period.

C. Employees who regularly work nine and six tenths (9.6) hours per day and forty eight (48) hours per week shall be paid nine and six tenths (9.6) hours of pay for each nine and six tenths (9.6) hours of sick leave taken.

D. Sick leave shall not accrue during any period of absence without pay, except for leaves authorized by management for Union activities, or for any hours in excess of ninety six (96) hours per biweekly period of service. Approved leaves of absence without pay totaling four (4) hours or less in a biweekly pay period will be disregarded for administrative purposes.

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

USE OF SICK LEAVE

13/5/2A The Employer agrees to provide the following:

Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease:

- A. which require the employee's confinement; or
- B. which render the employee unable to perform assigned duties; or
- C. where performance of assigned duties would jeopardize the employee's health or recovery.

In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Article. When an employee has been identified as a sick leave abuser by the Employer and required to obtain a medical doctor's statement for sick leave use, the notice of such requirement will be given to the employee and the local Union in writing. If the medical certificate verifies that the employee was not abusing sick leave or is physically fit to report to work, the Employer shall pay the cost of the medical certificate. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use holidays, compensatory time off and/or annual leave in lieu of sick leave when they so request.

To protect employee privacy, the parties shall make a good faith effort to maintain the confidentiality of personal medical information which is received by or disclosed to the Employer in the course of administering this section.

Sick leave, unanticipated use of sick leave, and innovative positive methods or programs to reduce the use of sick leave are appropriate topics of discussion at local labor/management meetings.

13/5/2B (BC, SPS, T, PSS, LE) Review Program for Unanticipated Use of Sick Leave

In those employing units which have established a sick leave review program, or in those employing units which establish such programs at a future date, such programs will be used to address the unanticipated use of sick leave.

For purposes of these programs, unanticipated use of sick leave is defined as:

"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 from the service 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.

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

For employees who retire 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 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, 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, 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 shall receive five hundred (500) hours credited to this account upon retirement.

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 credits shall be converted using the employee's 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.

For informational purposes, a chart portraying this benefit is found in Appendix 6.

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 three (3) 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 employe, 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, brothers (and their spouses), and sisters (and their spouses) of the employe or spouse, the spouse, spouse equivalent, aunts and uncles of the employe or spouse, sons-in-law or daughters-in-law of the employe or spouse, person(s) for whom the employe is legal guardian, legal guardian(s) of the employe, or other relatives of the employe or spouse residing in the household of the employe.

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, employes may be allowed to use up to eight (8) hours sick leave for the death of a resident or client for whom the employe provided daily personal care.

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

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

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

SECTION 6: Paid Annual Leave of Absence (Vacation)

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

13/6/2 Employes 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), employes are eligible for and shall be granted noncumulative annual leave based on their seniority date as follows:

A. Regular Employes - 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 employe'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 Employes 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 Employes 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 employes of a work unit.

13/6/8 Should an employe 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 Employes 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 employe'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 employe for sick leave abuse and/or attendance reasons, the employe may, at the employe'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 employe's Personnel File subject to the provisions of Article 11/14/3. The selection of the Alternative Discipline by an employe does not constitute an admission of wrongdoing. If an employe 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 employe.

13/6/10A Chancellors of the University System may elect to offer the Alternative Discipline Program to employes 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 employe 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 employe 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 employe eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employe's scheduled work time.

13/7/2 (AS, BC, SPS, T, PSS) An employe 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.

13/7/3 An employe 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 employe 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.

13/7/4 (LE) Employes who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work the 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 two (2) promotional examinations 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, employes 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. Employes 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 employe, 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. Employes shall be granted parental leave without pay for, maternity or paternity, adoption and custody of foster children as follows:

The employe 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 employe 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 employe 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 Employes--Employes 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 employe shall have the right to be returned to his/her position or one of like nature.

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

13/8/9 Employes 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 employe 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 employe'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, 1999	July 4, <u>2000</u>
Labor Day	September <u>6</u> , 1999	September <u>4</u> , <u>2000</u>
Thanksgiving Day	November <u>25</u> , 1999	November <u>23</u> , <u>2000</u>
Christmas Eve	December 24, 1999	December 24, <u>2000</u>
Christmas	December 25, 1999	December 25, <u>2000</u>
New Year's Eve	December 31, 1999	December 31, <u>2000</u>
New Year's	January 1, <u>2000</u>	January 1, <u>2001</u>
Martin Luther King Jr's Day	January 17, <u>2000</u>	January 15, <u>2001</u>
Memorial Day	May <u>29</u> , <u>2000</u>	May <u>28</u> , <u>2001</u>

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. These three and one-half (3 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, 1999	July 4, 2000
Labor Day	September 6, 1999	September 4, 2000
Thanksgiving Day	November 25, 1999	November 23, 2000
Christmas Eve	December 24, 1999	December 24, 2000
Christmas	December 25, 1999	December 25, 2000
New Year's Eve	December 31, 1999	December 31, 2000
New Year's	January 1, 2000	January 1, 2001
Martin Luther King Jr's. Day	January 17, 2000	January 15, 2001
Memorial Day	May 29, 2000	May 28, 2001

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.

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.

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 employe(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.

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.

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 employe five percent (5%) of the employe'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%) employe share of the required benefit adjustment contribution for general occupation employes.

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 employes 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 employes. The payment schedule for the term of the contract shall be:

- A. June 30, 2000 - a full year payment
- B. June 30, 2001 - 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 employe 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 employe 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, 1999, to June 30, 2000, and July 1, 2000, to June 30, 2001, excluding any overtime hours worked.

SECTION 15: Meals While on Duty

13/15/1 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.

13/15/2 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.

13/15/3 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.

13/15/4 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 16: Hazardous Employment Status

13/16/1 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 Motor Vehicle Service Specialists 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, Agri Chemical 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.

13/16/2 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.

13/16/3 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.

13/16/4 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.

13/16/5 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 unitwide pay increases and personal holidays.

13/16/6 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.

13/16/6A 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.

13/16/7 Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Worker's Compensation--under no circumstances shall an employe receive more than his/her basic rate of pay for the job in which he/she was performing at the time of injury.

13/16/8 Employes 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 employe 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 employe'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 employe 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 employe 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 17: Travel and Lodging

13/17/1 In this section the following definitions shall apply:

“Assigned Headquarters” shall mean the facility or location to which the employe 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 employe's assigned headquarters at which the employe performs his/her assigned duties.

13/17/2 The Employer agrees to continue in effect the provisions of ss. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of state employes for expenses incurred while traveling on state business.

Employes covered by this Agreement shall receive any additional increases in reimbursement rates that the Employer may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

13/17/3 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.

13/17/4 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 twenty nine (29.0) cents per mile.

B. Motorcycle:

Employees shall be reimbursed for the use of privately owned motorcycles on state business. The rate for reimbursement shall be fourteen and four tenths (14.4) cents 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 twenty nine (29.0) cents per mile.

13/17/5 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.

13/7/6 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).

13/17/7 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.

13/17/8 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 October 11, 1997:

Breakfast --	\$ 7.00
Lunch --	\$ 8.00
Dinner --	\$16.00

Maximum permitted amounts for individual meals in those out-of-state cities listed in the Department of Employment Relations' "Out-of-State Lodging Reimbursement Bulletin" whose lodging rate is 20% or greater than the in-state lodging rate, including tax and tip:

B. As of October 11, 1997:

Breakfast --	\$ 9.00
Lunch --	\$ 9.00
Dinner --	\$19.00

The in-state maximums shall apply for those cities not listed in the "Out-of-State Lodging Reimbursement Bulletin" and not having a lodging rate of twenty percent (20%) or greater than the in-state lodging rate.

13/17/9 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.

13/17/10 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.

13/17/11 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.

13/17/12 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, 1996 - \$52.00 per night, plus any applicable taxes.

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

13/17/13 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.

13/17/14 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.

13/17/15 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.

13/17/16 One personal call home per day is reimbursable up to three dollars (\$3.00) each for the following conditions:

- A. Each night an employe 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 employe's originally scheduled return time.

SECTION 18: Administration of Workers' Compensation Benefits

13/18/1 In the administration of the Workers' 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 Workers' Compensation Act.

13/18/2 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 Workers' 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.

13/18/3 In the event the Employer denies the employe's claim of worker compensable injury or disease, and the employe's claim is later sustained, the Employer will reimburse the employe its proportionate share of the premium payment per Article XIII, Section 1, if the employe had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

13/18/4 Employes on Workers' Compensation benefits who are unable to use earned personal holiday, compensatory time, annual leave, or legal holiday credits due to being on Workers' 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 19: Standby/On Call

13/19/1 (BC, AS, SPS, T, LE) Standby When the Employer requires that an employe must be available for work and be able to report in less than one (1) hour, the employe 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 employe is in standby status. The Employer shall make a reasonable effort to notify those affected employes of their release from standby status.

13/19/2 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 20: Hostage Leave

13/20/1 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.

13/20/2 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.

13/20/3 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 Workers' Compensation as provided under Article XIII, Section 8 of this Agreement. The employee shall continue to be covered by Workers' 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 21: Catastrophic Leave

13/21/1 This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

13/21/2 Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employe and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employe being required to take time off from work for an extended period of time to care for the family member.

13/21/3 A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one classified non-represented employe, and designated Employer representatives will comprise a joint committee.

13/21/4 Transfers may occur among covered employes in the same agency. Transfers between covered employes in different agencies may occur with the affected agencies approval. Covered employes for purposes of this provision means any classified state employe having access to a Catastrophic Leave Program.

13/21/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with the provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

13/21/6 Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

13/21/7 The local union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

13/21/8 To be an eligible recipient, an employe:

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 employe or a member of the employe'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).

13/21/9 To be an eligible donor, an employee:

A. Must have completed the first six (6) months of an original probationary period and been a state employee for at least one (1) year.

B. Cannot donate a combination of more than 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.

13/21/10 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.

13/21/11 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.

13/21/12 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

SECTION 22: Employee Funded Reimbursement Account

13/22/1 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 23: Calls at Home

13/23/1 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 24: Critical Incidents

13/24/1 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 25: Specialized Disaster Relief Services

13/25/1 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:

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:

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.

ARTICLE XV

General

SECTION 1: Obligation to Bargain

15/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the Personnel Board relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2: Partial Invalidity

15/2/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

SECTION 3: Definition of Probationary Employee

15/3/1 The term “probationary employe” as used in this Agreement relates to all employes serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, ER Pers 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

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

SECTION 4: Definition of Appointing Authority

15/4/1 For purposes of this Agreement, the appointing authority shall be defined as the person having final decision making authority in any agency.

SECTION 5: Definition of Seasonal Employment

15/5/1 “Seasonal employment” means employment which normally permits attainment of permanent status in class through successive reinstatements and requires the services of an employe on an intermittent and recurring basis for at least six hundred (600) hours each year, during no more than twenty four (24) biweekly payroll periods of any twenty six (26) consecutive full biweekly payroll periods.

ARTICLE XVI

SECTION 1: Termination of Agreement

16/1/1 The terms and conditions of this Agreement shall remain in full force and effect commencing on May 20, 2000, and terminating on June 30, 2001, unless the parties mutually agree to extend any or all of the terms. Upon termination, all obligations are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

SECTION 2: Negotiations of Future Agreements

16/2/1 During the term of the Agreement, the parties will attempt to agree on a timetable for negotiations which will maximize the probability of reaching agreement on a new contract prior to July 1, 2001.

NEGOTIATING NOTE NO. 1
1999-2001 AGREEMENT

ARTICLE XIII, Section 17/7 - Assignment of Cars to Employees

The Department of Administration will continue to require that assigned cars be driven 1,000 miles/month. However, agencies do have the ability to review usage for unusual circumstances which may occur one month but not in ensuing months.

If an employe on field assignment has that assignment ended and no longer has a need for a car, that car can be assigned to another employe.

NEGOTIATING NOTE NO. 2
1999-2001 AGREEMENT
REST BREAKS

If disputes regarding rest breaks occur in the units represented by WSEU, the procedure developed for Correctional Officers and Youth Counselors shall be used as the model for resolving those disputes. If no agreement is reached, the Union and the employe(s) retain the right to process the issue through the grievance procedure, with the time limits beginning after the sixty (60) day negotiation period.

NEGOTIATING NOTE NO. 3
1999-2001 AGREEMENT
REST BREAKS ULP

Upon agreement on rest periods as a result of the negotiation procedure set forth in the negotiation note, the WSEU shall withdraw the ULP presently pending before the Wisconsin Employment Relations Commission which relates to this issue (Bertrand Case) and will withdraw the grievances filed by all Correctional Officers and Youth Counselors as part or all of those grievances.

The one-half step payment in December of 1981 and 1982 to Correctional Officers and Youth Counselors fully absolves the State of any liability under the grievances, Bertrand arbitration and the ULP for all time from the effective date of the agreements back to the time of the filing of the grievances.

NEGOTIATING NOTE NO. 4
1999-2001 AGREEMENT
HOME-BASED WORK

The Employer will notify WSEU Council 24 of home-based work assignments.

NEGOTIATING NOTE NO. 5
1999-2001 AGREEMENT
OFFICERS AND YOUTH COUNSELORS

Within the institutions in the Departments of Health and Family Services and Corrections which employ Officers and/or Youth Counselors, the local Union and local management shall meet as soon as possible after the effective date of the Agreement to negotiate a solution to the problem of providing rest periods to all Correctional Officers and Youth Counselors. These negotiations shall take place in accordance with the provisions of Article XI, Section 2.

To begin the negotiation procedure, local management shall submit a list of the posts and types of break for each post to the local Union.

In these negotiations, the parties shall consider "Type A" (defined as a rest period for those work stations where an employe could reduce his/her activity while remaining at the station. The employe would either be expected to use his/her sound discretion in choosing an appropriate time for the reduction in his/her activity, or a set time would be established in advance and operational coverage would be increased by other employes during the break period for that particular assignment.) and "Type B" (defined as a rest period for those work stations where relief coverage could be provided within existing staffing levels.) breaks as potential solutions and shall also consider other types and kinds of solutions which may be appropriate for a particular post or institution, as may be mutually agreed to.

In the event disputes remain at the local level forty (40) days after the effective date of the Agreement, a department level meeting with representatives of the Department of Health and Family Services, the Department of Corrections, the Department of Employment Relations and Council 24 shall be held within twenty (20) days to resolve any remaining differences. In institutions where agreement is reached, they shall go in effect notwithstanding unresolved issues at other institutions.

Absent agreement, no changes in present practices shall be made at any post in any institution. Following agreement, no changes shall be made in the practice with regard to any post unless there is mutual agreement to change the practice.

Any and all agreements relating to this issue shall be signed by both parties.

NEGOTIATING NOTE NO. 6
1999-2001 AGREEMENT
FLSA COVERAGE

The parties recognize their obligation to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended.

NEGOTIATING NOTE NO. 7
1999-2001 AGREEMENT
AGREEMENT REGARDING OVERTIME FOR
DEPARTMENT OF NATURAL RESOURCES TECHNICAL AND BLUE COLLAR EMPLOYEES
AND SECURITY & PUBLIC SAFETY EMPLOYEES CLASSIFIED AS RANGER

The Employer agrees to compensate all Technical and Blue Collar employees and employees in the Security & Public Safety unit classified as Ranger at the premium rate of time and one-half for all hours in pay status which are in excess of forty (40) hours per week. The employee shall be given one hour of compensatory time and one-half hour of cash payment for each hour compensated at the premium rate.

Employees who are required to work during a calendar day in which compensatory time is scheduled will have their compensatory time credits restored and replaced by work time on an hour-for-hour basis.

Employees who earn in excess of forty (40) hours of compensatory time credits shall have the option of receiving cash payment for any compensatory time credits earned over forty (40) hours. The requests for cash payment shall be made on time and leave reporting forms and submitted to the appropriate DNR Payroll Office. The use, scheduling and cash-out of compensatory time credits earned shall be consistent with Article VI, Section 4 and Negotiating Note No. 51.

The Union recognizes that employees engaged in fire control activities during high hazard periods are subject to flexible scheduling and overtime distribution shall be based on such emergency conditions. Standby will be offered to employees in the work unit who normally perform the anticipated work.

The Employer will provide a portable radio, pager or other electronic communication device for fire control heavy equipment operators and dispatchers who are on standby, unless such devices are unavailable due to repairs.

Management and the Union and the employees agree that all employees covered by this Agreement and this special agreement are not eligible for Unemployment Compensation while on compensatory time off scheduled by the employee.

The provisions of 6/3/7 shall apply to the compensatory time earned pursuant to this note.

NEGOTIATING NOTE NO. 8
1999-2001 AGREEMENT
SPECIAL NEGOTIATIONS FOR SELECTED CLASSES INCLUDED IN THE
SECURITY AND PUBLIC SAFETY BARGAINING UNIT
IN THE DEPARTMENT OF NATURAL RESOURCES

OVERTIME AND HOLIDAY COMPENSATION

A. Conservation Wardens, Environmental Wardens, Safety Specialist Wardens and Special Investigative Wardens shall be granted overtime credits for all hours in pay status beyond eighty (80) hours in each biweekly pay period. Hours in pay status are defined as (1) hours worked during a pay period in

accordance with the “Standards and Guidelines for Represented Warden Overtime” established by the Department of Natural Resources; and (2) paid leave time requested by an employe that has been preapproved by the employe’s supervisor prior to the beginning of a pay period.

Overtime credits shall be granted in the following manner:

1. Hours eighty-one (81) through the eighty-six (86) hours shall be credited on a straight rate, hour-for-hour basis.

2. All hours in excess of eighty-six (86) shall be credited at the premium rate of time and one-half. All premium rate overtime credits shall be converted to straight rate equivalent credits.

3. In each fiscal year, the first sixteen (16) hours of straight rate equivalent overtime credits shall be granted as compensatory time.

4. In each fiscal year, the next four hundred four (404) hours of straight rate equivalent overtime credits earned shall be paid in cash on a biweekly basis. Such payments shall be eligible for payroll deduction at the employe's request.

5. All overtime credits earned after four hundred twenty (420) hours described in subsections A./3 and A./4, above, shall be granted in cash or compensatory time, or a combination thereof, as the Employer may elect.

6. The supervisor of each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden will prepare a plan to allocate up to three hundred eighty (380) hours of overtime throughout the fiscal year. Forty (40) hours of overtime will remain unallocated for unanticipated needs and movement of personnel to respond to statewide enforcement priorities. This plan will be prepared with the input of the Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden and must address both regional and statewide needs. The Chief Warden [or designee(s)] will give final approval of the plans for each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden. The plans will not be grievable. The chain of review for disputes on a work plan will initially be the immediate supervisor, and, if unresolved, a review by the Regional Warden will occur. If unresolved by the Regional Warden, the Chief Warden will make the final determination.

B. Overtime hours resulting from complaints or requests which require immediate actions or investigations shall be self-ordered or scheduled according to the “Standards and Guidelines for Represented Warden Overtime” established by the Department of Natural Resources. Any complaints regarding these standards and guidelines may be appealed, in writing, to the Secretary of the Department of Natural Resources, whose decision shall be final.

C. Employes covered by these special negotiations who receive compensation for overtime credit in cash shall receive applicable sick leave credit at the time of payment, or .0625 hour for all compensatory time credit hours which are paid off in cash.

D. Compensatory time credits earned for overtime work pursuant to subsections A./3 and A./5 above; for holiday premium work in accordance with Article XIII, Section 9, Paragraphs 13/9/5 and 13/9/6;

and for work on a holiday of four (4) or more hours beyond the normally scheduled hours in accordance with Article XIII, Section 9, Paragraph 13/9/4, that is not used by December 31, shall be carried into the first four (4) months of the new calendar year. At the end of this four (4) month period, sixteen (16) hours of unused compensatory time, or the remaining balance if less than sixteen (16) hours, will be paid in cash the first pay period after May 1. An employe may request to either convert all or a portion of additional unused carried over compensatory time, in excess of the sixteen (16) hours automatically cashed out, to cash payment or continue to carry it as compensatory time. The Employer will take into consideration the employe's wishes in making its decision. The Employer has the discretion, at any time, to cash out the unused compensatory time.

NON-CONTRACTUAL TRANSFER/DEMOTION

An Environmental Warden, Safety Specialist Warden, or Special Investigative Warden who submits a written request to the Chief Warden for a non-contractual transfer or voluntary demotion outside the provisions of Article VII will be considered for such transfer or voluntary demotion prior to consideration of candidates certified in accordance with Wisconsin Civil Service Statutes and Administrative Code. Decisions of the Chief Warden are final and not grievable.

NEGOTIATING NOTE NO. 9 1999-2001 AGREEMENT EMPLOYEE ASSISTANCE PROGRAMS

All Department Heads

The Department of Employment Relations supports and encourages the establishment of effective department Employee Assistance Programs as provided under Article XI, Section 22, of the Agreement between the State of Wisconsin and the Wisconsin State Employees Union (WSEU).

In this regard, I am encouraging agencies to seek a sufficient number of volunteer resource persons to meet the needs of state agencies. Where multi-shift operations exist, particularly in potentially high-stress areas, it is my hope that you can select, appoint, and train resource persons in sufficient numbers to have coverage on all shifts.

In exceptional cases where resource persons are not available at the work place for face-to-face consultation and they are contacted by other means about an acute situation, the resource person, in his or her judgment, may decide to volunteer his or her time to personally meet to provide resource referral services. In such instances where persons volunteer their services while not on their assigned work schedule, they should be allowed reasonable access to the workplace.

Your cooperation in this matter will be appreciated.

Sincerely,

Jon E. Litscher, Secretary
Department of Employment Relations

NEGOTIATING NOTE NO. 10
1999-2001 AGREEMENT
SECURITY AND PUBLIC SAFETY - AGRICULTURE INSPECTORS

Field Inspectors in the Department of Agriculture, Trade and Consumer Protection are not required by the Employer to have a personal telephone in their home. The Employer reserves the right to require that all employes provide a telephone number at which they can be reached.

NEGOTIATING NOTE NO. 11
1999-2001 AGREEMENT
TRAINING ASSISTANCE TO DEVELOPMENTALLY DISABLED
CENTER EMPLOYEES

During the term of this Agreement, the Employer agrees, within the limits of funds provided for this purpose, to provide assistance to permanent bargaining unit employes of the Department of Health and Family Services' Centers for the Developmentally Disabled who have either received their notice of layoff or who voluntarily acquire other employment and, in so doing, prevent a layoff. In order for employes in the latter category (layoff prevention) to be considered eligible for assistance under this Agreement, they must meet the following eligibility requirements:

- A. They must be in a position which is included in the job classification(s) which has been identified for layoff as required under 8/3/1 of the Agreement.
- B. The employe must acquire other employment (either within or outside of state service) within the notice period required under 8/3/1.
- C. Only that number of employes required to meet the number of position reductions identified in the notice provided to the Union under 8/3/1 will receive assistance.
- D. Reimbursement will be made, per item C above, on a "first come, first served" basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employe turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Negotiating Note.

The following benefits shall be provided to employes meeting the eligibility requirements as noted above:

- A. Where applicable, employes shall receive benefits under s. 20.917, Wis. Stats.
- B. The Department shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:
 - 1. All or a portion of one (1) month's rent;
 - 2. All or a portion of a rental security deposit, not to exceed one (1) month's rent;

3. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars (\$1,000); and,

4. The cost of transportation between the employe's home and headquarters city, not to exceed the cost of two (2) round trips.

C. The Department shall provide leave with pay and shall reimburse employes of the Centers once for travel, meal, and lodging costs associated with selection and participation in a pre-service training program under s. 46.057, Wis. Stats., if costs are not funded under s. 20.435(3)(jp), Wis. Stats.

D. Each employe shall be eligible for up to sixteen (16) hours paid leave time (in addition to the time granted under item B above) for the purposes of attending interviews or examinations in state service.

NEGOTIATING NOTE NO. 12
1999-2001 AGREEMENT
BARGAINING TIME

The Employer and the Union agree that the Employer will pay one hundred percent (100%) of the cost of mutually agreed to bargaining time for the 2001-2003 contract negotiations until Labor Day of 2001. From Labor Day until the conclusion of the bargaining session, the Employer and the Union agree to equally share the cost.

The shared cost will apply only to each of the thirty (30) employes of the six (6) bargaining units represented by the Wisconsin State Employees Union. The qualifying shared time will be recorded as time off without loss of pay.

NEGOTIATING NOTE NO. 13
1999-2001 AGREEMENT
NOTICE OF DISCIPLINARY ACTIONS

During negotiations of the 1999-2001 WSEU contract, the Labor and Management bargaining team has become aware of the need to strengthen the communication process between supervisors and employes relative to the manner in which employes are advised of pending disciplinary actions.

It is often the case that supervisors verbally inform an employe that certain discipline will follow a specific act. However, because of the nature of the discipline and the level of management approval required, the time necessary to effect the discipline may be considerable.

In an effort to deal with this problem in a meaningful manner at the local level, we have agreed that supervisors and managers should provide formal notice of disciplinary actions to employes as soon as possible after the decision to discipline is made and announced to the employe. If there should be some unforeseen administrative problems that deter the processing of the official notice, the employe should be advised accordingly. Hopefully this process will relieve some of the anxiety which now exists among employes when they are verbally told a disciplinary action is forthcoming.

NEGOTIATING NOTE NO. 14
1999-2001 AGREEMENT
MEMO - PERFORMANCE EVALUATIONS

DATE: July 19, 1985

TO: Agency Personnel Managers

FROM: Howard Fuller, Secretary
Department of Employment Relations

SUBJECT: Performance Evaluations

The performance evaluation process for employees is a necessary and important component of all well-managed organizations. The State is no exception. I believe strongly in the process and intend to see it develop in the coming years.

To this end certain questions have been raised during the current round of negotiations regarding the content of written performance evaluations. Specifically, concerns have been raised regarding direct references to department work rule violations which are occasionally contained in employees' annual performance evaluations.

Under cover of this memorandum, I am directing State Agencies to advise their supervisors to refrain from quoting specific work rules in written performance evaluations. Since performance evaluations are not discipline, but are part of an employee's permanent record, such evaluations could conceivably be misconstrued as disciplinary actions.

Performance should be discussed directly in the annual evaluations. Examples of good or bad performance can be made, and references to specific deficiencies are acceptable.

In closing, I would like to restate that my concerns lie with specific work rule references being included in the annual evaluations and the need to keep such references out of them. Even if the performance represents a work rule violation, only the description of the unacceptable performance should be included in the evaluation. I would appreciate your cooperation in insuring that this directive is implemented.

NEGOTIATING NOTE NO. 15
1999-2001 AGREEMENT
MEMO - GRIEVANCE RESPONSES

TO: Department Personnel Managers

FROM: Al Hunsicker
Division of Collective Bargaining
Department of Employment Relations

SUBJECT: Grievance Responses

During the course of negotiations, a problem was identified relative to the timely processing of contractual grievances at Steps 1 and 2 under the WSEU contract.

The purpose of this memorandum is to reiterate management's position that all grievances must be processed promptly and within the limits prescribed by the contracts. I recognize that circumstances may arise which make it impossible to meet the time limits. In cases such as these, an extension of the time limit should be requested and handled as follows:

- A. Contact the local steward when an extension is needed to arrange for an extension.
- B. Management's representative should contact the grievant's supervisor to inform him or her of the extension.
- C. The steward will contact the grievant.

It is important that grievances be responded to in a timely manner and that the persons concerned are aware of the status of the grievance in order to resolve differences at the earliest possible time.

cc: WSEU Council 24

NEGOTIATING NOTE NO. 16
1999-2001 AGREEMENT
MEMO - COMPLAINT PROCEDURE

DATE: May 22, 1985

TO: Ken DePrey
Department of Health and Social Services

FROM: Al Hunsicker
Division of Collective Bargaining
Department of Employment Relations

SUBJECT: Complaint Procedure

During the course of negotiating the 1985-87 Professional Social Services contract with the Wisconsin State Employees Union, a problem has surfaced regarding the manner in which the Employer handles complaints processed under Article IV, Section 12, of the contract.

Following extensive discussion on the subject, I have agreed that your supervisors, managers, and personnel staff be informed that when issues arise under the complaint procedure in Section 12 which bear on the administration of the contract, these persons should involve a manager/administrator who is familiar with the specific problem area along with a grievance representative from your bureau in an attempt to deal with the problem in a knowledgeable and positive manner.

I would appreciate your cooperation with this request.

cc: WSEU

NEGOTIATING NOTE NO. 17
1999-2001 AGREEMENT
DNR - HEALTH & SAFETY PROBLEMS

The Department of Natural Resources agrees to discuss and resolve health and safety problems at the local level.

NEGOTIATING NOTE NO. 18
1999-2001 AGREEMENT
MEMO - REIMBURSEMENT OF TRAVEL EXPENSES

TO: All Agency Heads

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

SUBJECT: Reimbursement of Travel Expenses

During the recent contract negotiations with the Wisconsin State Employees Union, there were discussions regarding the timely reimbursement of travel expenses. It was the understanding during the negotiations that travel expense reimbursement should be implemented as expeditiously as possible.

Similarly, if a specific reimbursement expense is in dispute, only that amount should be withheld pending resolution of the dispute. Those amounts not in dispute should continue to be processed in a timely manner.

I am asking all agencies to do their utmost to comply with this understanding.

NEGOTIATING NOTE NO. 19
1999-2001 AGREEMENT
MEMO - DNR USE OF PESTICIDES

October 29, 1985 IN REPLY REFER TO: 9500
TO:

Dear (to be determined at a later date):

This memo is in answer to your concerns about the use of pesticides or experimental chemicals by department employees. Russ Dunst, our Toxics Coordinator, looked into this and found there were actually three incidences in which the Department engaged in evaluation of pesticides.

The Department does cooperate with other agencies and researchers in evaluating "experimental" pesticides or pesticide usage. There are two types of evaluations:

1. Evaluation of new pesticides, and
2. Evaluation of new uses for existing pesticides.

The Department has participated in three new use evaluations in recent years. We do have a policy, however, against new pesticide evaluations.

The three "new use" evaluations were:

1. Tydrin: Langlade County Forest, in cooperation with the University of Wisconsin-Madison, 1983 (was actually not a DNR experiment).
2. Bayleton: Hayward Nursery, 1984-1985 - A copy of this report is attached.
3. Furadan: Avoca Wildlife Area, cooperation with U.S. Forest Service, 1984-1985 - A copy of that report is attached.

These pesticides are commonly used in many types of situations, and the evaluations were aimed at expanding the present EPA registration.

In addition to the above information, we have agreed to release to you the report and recommendations from the Committee on Pesticide Programs. A copy of that is attached. In addition to this, I commit to you that we will be glad to furnish you with any future reports and recommendations from this committee.

Sincerely,

C.D. Besadny
Secretary

NEGOTIATING NOTE NO. 20
1999-2001 AGREEMENT
MEMO - DNR IDENTIFICATION OF NON-UNIFORMED PERSONNEL

October 29, 1985
TO:

IN REPLY REFER TO: 9500

Dear (to be determined):

This letter addresses your concerns on the identification issue of non-uniformed personnel within the Department of Natural Resources. We have had a standing committee (Manual Code 9122.1) looking at this issue for quite some time.

Various suggestions and reports have come out of this committee, but unfortunately we have not been able to determine, as yet, an economically feasible and acceptable way of universally identifying our non-uniformed employees. This committee is currently chaired by Linda Bochart of my office.

Any input from your counsel will be greatly appreciated.

Sincerely,

C.D. Besadny
Secretary

NEGOTIATING NOTE NO. 21
1999-2001 AGREEMENT
OVERTIME FOR FIRE CRASH RESCUE SPECIALIST CLASSIFICATION

Notwithstanding the overtime provisions contained in Article VI of the Agreement, employees in positions in this classification will be eligible for overtime compensation at the premium rate only after they exceed one hundred six (106) hours in pay status in a biweekly pay period. Such compensation may be paid in either cash or compensatory time off at the Employer's discretion.

NEGOTIATING NOTE NO. 22
1999-2001 AGREEMENT
ORDER OF APPLICATION OF TRANSACTIONS INVOLVING PAY
ADJUSTMENTS WHICH OCCUR ON THE SAME DATE

Any pay adjustment transactions taken under the provisions of the Agreement shall be implemented in accordance with the present provisions of ER 29.04, Wis. Admin. Code.

NEGOTIATING NOTE NO. 23
1999-2001 AGREEMENT

The language in 11/12/5A may also be applied to part-time educational leaves of absence.

NEGOTIATING NOTE NO. 24
1999-2001 AGREEMENT
DUTY DISABILITY BENEFITS

The provisions of s. 40.65, Wis. Stats., as an employe benefit will be continued for all eligible protective status employes covered by these agreements.

NEGOTIATING NOTE NO. 25
1999-2001 AGREEMENT
VACATION CARRYOVER FOR UNION BARGAINING TEAM

Employe members of the WSEU master bargaining teams who are unable to schedule their vacation due to ongoing negotiations may carryover unused vacation into the first (1st) six (6) months of the ensuing calendar year.

NEGOTIATING NOTE NO. 26
1999-2001 AGREEMENT
TIME REPORTING RECORDS - BLUE COLLAR UNIT

Employee time reporting records shall be made available for inspections upon written request from the local union president. If copies of records are requested, reasonable copy fees will be charged.

NEGOTIATING NOTE NO. 27
1999-2001 AGREEMENT
STATE PATROL TROOPERS, INSPECTORS
AND POLICE COMMUNICATIONS OPERATORS (PCOs)
ASSIGNED TO
NATIVE AMERICAN TREATY RIGHTS ENFORCEMENT

The Employer agrees that each State Patrol Trooper, Inspector and Police Communications Operator who is assigned for Native American Treaty Rights Enforcement duty shall be given twelve dollars (\$12.00) for each night the employee is required to spend away from home, in addition to other compensation to which they are entitled while assigned such duty.

NEGOTIATING NOTE NO. 28
1999-2001 AGREEMENT
PCO ELIGIBILITY FOR BAG MEAL

Police Communications Operators (PCOs) who are represented by the Law Enforcement Bargaining Unit who are assigned eight (8) hour shifts or longer at the assigned headquarters or work site without relief for a meal break, are eligible for a bag meal, in the amount prescribed in 13/17/10 of this Agreement, when the following conditions are met:

- A. PCOs must work a minimum of five (5) hours, of a scheduled eight (8) hour shift, in order to claim a bag meal.
- B. PCOs must remain at the assigned headquarters or work site for a minimum of five (5) hours during the assigned shift.
- C. In order for a second bag meal to be claimed, the employee must work a minimum of twelve (12) hours continuously, at the headquarters or work site.
- D. All bag meals claimed must be consumed on the premises.

Upon implementation of this negotiating note, the Union will withdraw any and all grievances relating to meal reimbursement for Police Communication Operators of the Department of Transportation.

NEGOTIATING NOTE NO. 29
1999-2001 AGREEMENT
DUTIES OUTSIDE OF POSITION DESCRIPTION

Employees will not be disciplined for refusing to do sign or foreign language interpretation or “formal” classroom training unless explicitly required to do those duties in their position description.

NEGOTIATING NOTE NO. 30
1999-2001 AGREEMENT
ANNUAL LEAVE SCHEDULE - FIRE CRASH RESCUE

For employees in the classifications of Fire Crash Rescue Specialist 1-3 at the Department of Military Affairs, the following Annual leave schedule will apply.

Annual leave shall be based upon seniority date at the rate of:

- A. Ninety six (96) hours each year for a full year of service during the first five (5) years of service.
- B. One hundred and forty four (144) hours each year for a full year of service during the next five (5) years of service.
- C. One hundred and sixty (160) hours each year for a full year of service during the next five (5) years of service.
- D. One hundred and ninety two (192) hours each year for a full year of service during the next five (5) years of service.
- E. Two hundred and eight (208) hours each year for a full year of service during the next five (5) years of service.
- F. Two hundred and forty (240) hours each year for a full year of service for all succeeding years of service.

The provisions of this note shall take effect for the calendar year beginning January 1, 1992. No other contractual leave or benefits will be affected by implementation of this negotiating note.

NEGOTIATING NOTE NO. 31
1999-2001 AGREEMENT

During the course of negotiating the 1993-95 Agreement, representatives from the Department of Corrections and the Union agreed to a dress and grooming code for all uniformed and non-uniformed correctional officers of the Department of Corrections, including the Wisconsin Resource Center.

NEGOTIATING NOTE NO. 32
1999-2001 AGREEMENT

Employees in Officer 1, 2, or 3 positions employed at the Mendota Mental Health Institute shall be granted eligibility within the Department of Corrections as if the Mendota Mental Health Institute were an employing unit of the Department of Corrections consistent with Article VII, Section 3/1 of the Master Agreement.

NEGOTIATING NOTE NO. 33
1999-2001 AGREEMENT

Officers who escort inmates to the University of Wisconsin Hospital for medical appointments will be allowed the option of eating bag lunches provided at the U.W. Hospital or to eat at restaurants utilizing the drive through service on the way home from the hospital appointment. Oakhill staff are excluded due to mileage requirements.

In order to avoid creation of overtime, officers will make every effort to stay within normal trip timelines.

NEGOTIATING NOTE NO. 34
1999-2001 AGREEMENT
INSPECTOR MEAL POLICY

Effective July 1, 1993

State Patrol Inspectors working fifteen (15) or less miles from their assigned headquarters or at their assigned headquarters are eligible for a bag meal in the amount prescribed in 13/17/10 of the labor agreement. Unless otherwise approved by supervision, shifts will be a straight eight (8) hours without an unpaid lunch period.

Inspectors working more than fifteen (15) miles from their assigned headquarters shall be reimbursed for all actual, reasonable and necessary amounts expended for their meals as prescribed in 13/17/9 of the labor agreement. Unless otherwise approved by supervision, shifts will be eight and one-half (8 2) hours with a half-hour unpaid lunch period.

NEGOTIATING NOTE NO. 35
1999-2001 AGREEMENT

The Department of Employment Relations will, in cooperation with affected State Agencies, assess the feasibility of creating Vocational Rehabilitation Counselor 4, and Probation and Parole Agent 4 Classifications. The assessment will determine whether duties exist which substantiate the creation of the aforementioned classifications.

NEGOTIATING NOTE NO. 36
1999-2001 AGREEMENT
(SPS-DOC)

For purposes of this Agreement, “Light Duty” refers to an Officer who is absent from work due to s. 230.36, Wis. Stats., or Workers' Compensation circumstances and who is medically certified to return to work with limitations that prevent him/her from performing his/her regular duties.

“Light Duty” issues will be Locally Negotiated with the following guidelines and considerations: Temporary assignment to a vacant position if appropriate; creation of a post to be used for “Light Duty” accommodations if resources are available; approval of a temporary agreement between two employes to exchange posts; or assignment of duties over and above the normal post orders.

Post orders or position descriptions shall not be changed or altered to include or accommodate “Light Duty”, unless mutually agreed between management and the local union.

Officers will not be reassigned from their regular posted positions until the above options have been considered and/or any other options locally negotiated to accommodate a “Light Duty” Officer. In the event a temporary reassignment is necessary to accommodate a temporarily disabled Officer, the reassigned Officer will retain his/her shift and work schedule. Any such reassignments will be by seniority within the same or lower level class of those Officers whose posted positions are appropriate for the particular accommodation.

For employes who return to work with “Light Duty” restrictions, the Employer agrees not to displace employes who are more senior than the employe who is returning to work with “Light Duty” restrictions. No Officer will be reassigned for more than thirty (30) days in any one calendar year unless otherwise agreed to in the Local Agreement.

Provisions for Officers who are medically certified to return to work with limitations due to other than s. 230.36, Wis. Stats., or Workers' Compensation circumstances shall not displace Officers from their regular posted positions unless otherwise locally negotiated.

Prior to any reassignment for “Light Duty” purposes, Management will contact the local union president or his/her designee to discuss the matter.

NEGOTIATING NOTE NO. 37
1999-2001 AGREEMENT
NOTICE OF SUSPENSIONS WITH PAY

The Employer agrees that when a written note of suspension with pay, pending an Employer investigation, is sent to an employe, a copy of the notice will also be provided to the Local Union president or his/her designee.

NEGOTIATING NOTE NO. 38
1999-2001 AGREEMENT

CORRESPONDENCE/MEMORANDUM
STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS

DATE: June 18, 1993

TO: Agency Heads

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

SUBJECT: Layoff

During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, prolonged discussion was held concerning the issue of Layoff and the provisions of Article VIII of the WSEU Agreement. The Union's concerns centered primarily around the issues related to timely communication to employees of the Employer's decisions to layoff employees and assistance to employees designated for layoff. To address these concerns while operating within the current language of the Agreement, it is recommended that agencies:

(1) Provide maximum notice to employees designated to be laid off so as to allow them maximum time to explore alternative employment options. In many cases, this maximum notice may well exceed current labor agreement requirements; and

(2) Provide for the appointment of an "Agency Coordinator," when thirty (30) or more employees are designated for layoff, to assist those employees in exploring their options; and

(3) Give serious hiring consideration to qualified employees of other agencies who have been designated in writing as "at-risk" of future layoff or have received notice of layoff, combined with the hiring of individuals from the Civil Service Certification Eligibility List(s).

Incorporating the above recommendations into your layoff and hiring plans and procedures will help your employees deal with the inherent uncertainties present when facing a layoff.

cc: Agency Personnel Office

Agency ER Representatives

NEGOTIATING NOTE NO. 39
1999-2001 AGREEMENT

CORRESPONDENCE/MEMORANDUM
STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS

DATE: June 9, 1993

TO: Agency Heads

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

SUBJECT: Alternative Work Schedules

During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, the issue of Alternative Work Schedules was raised by Union Representatives. More specifically, those Representatives indicated that it was their perception that requests for alternative scheduling arrangements were being rejected out-of-hand with little or no discussion between employees, union and supervisors.

The purpose of this memo is to remind all Employer representatives to review the provisions of Article VI, Section 15 (Alternative Work Patterns) and the intent of that provision. The intent was to reflect the Employer's strong encouragement of Agencies to consider and work toward the development of such working arrangements. Due consideration should be given such requests and out-of-hand rejection should be avoided. Especially important is the serious consideration of such requests and an open and frank discussion with employees and the Union. Keep in mind, also, that implementation of alternative work pattern arrangements is only with the mutual agreement of the Union.

The Union has also been advised that requests for Alternative Work Schedules that are not approved may be referred to Agency Employment Relations or Personnel Offices to assure such requests were handled in accordance with the intent of Article VI, Section 15.

cc: Agency Personnel Directors
Agency Employment Relations Representatives

NEGOTIATING NOTE NO. 40
1999-2001 AGREEMENT
STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS

June 18, 1993
Mr. Marty Beil
Executive Director
AFSCME Council 24
Wisconsin State Employees Union
5 Odana Court
Madison, WI 53719

Dear Marty:

As discussed with Sue Christopher of the Department of Transportation, the Division of Merit Recruitment and Selection would be happy to make our computer-based version of the **Current Employment Opportunities Bulletin** and the **State Employee Promotional and Transfer Bulletin** available to your union, for use restricted to WSEU Council 24.

Our preference would be to make it available to you through electronic transmission, as we do for state agencies. Each week, we make the bulletins available for downloading to state agencies. Each agency downloads the bulletins via modem.

Please contact Dr. Dennis Huett of my staff to make arrangements. His telephone number is 266-3634.

If you have any questions or need more information, please contact me or Dr. Huett.

Sincerely,

Robert J. Lavigna
Administrator
Division of Merit Recruitment and Selection

cc: Mr. Joe Pellitteri
Mr. Glen Blahnik
Dr. Dennis Huett
Ms. Sue Christopher

NEGOTIATING NOTE NO. 41
1999-2001 AGREEMENT

If, during the term of the 1995-1997 Agreement, the Employer determines that electronic deposit of dues and/or the electronic transfer of information to the local union is feasible, the Employer will discuss implementation with Council 24.

NEGOTIATING NOTE NO. 42
1999-2001 AGREEMENT

Dues deduction reports from the University of Wisconsin-Madison payroll system will continue on a monthly basis pending consolidation of the University of Wisconsin payroll functions. Representatives from Council 24 and the University of Wisconsin Central Payroll shall meet for the purpose of determining reporting requirements to meet the needs of the Union.

NEGOTIATING NOTE NO. 43
1999-2001 AGREEMENT

The Department of Employment Relations and the Union agree to discuss the information and format of the information provided to the local unions under 2/4/2 and 5/2/1. The purpose of this discussion will be to clarify the needs of the Union and implement changes where possible.

NEGOTIATING NOTE NO. 44
1999-2001 AGREEMENT

September 13, 1993

TO: Marty Beil
FROM: Joe Pellitteri
RE: 1993-1995 Pay Progression Systems (Grids)

In negotiating pay progression systems (grids) under the 1993-1995 contract, it is the Employer's intent to establish pay structures which can continue from one contract to another. Continuance of the grids is, of course, dependent on the State's economic constraints at the time new contracts are being negotiated.

NEGOTIATING NOTE NO. 45
1999-2001 AGREEMENT

September 13, 1993

TO: Marty Beil
FROM: Joe Pellitteri
RE: Raised Minimum Rates (RMRs), Hiring Above the Minimum (HAM)

In that seniority pay grids have been negotiated for the 1993-1995 WSEU contract, the Employer will not implement RMRs or approved HAM requests for classifications covered under the contract for the life of the Agreement.

Seniority pay grids are designed to place employes at pay rates commensurate with their seniority.

NEGOTIATING NOTE NO. 46
1999-2001 AGREEMENT
TRANSFER

The Department of Employment Relations will issue a memorandum stating that the classification of the position being posted for transfer should have an accurate, up-to-date position description.

NEGOTIATING NOTE NO. 47
1999-2001 AGREEMENT
MEMORANDUM OF UNDERSTANDING

Annual state owned vehicle automobile or truck assignments for highway construction (D.O.T.) shall be made wherever possible prior to April 1 of each year. Employees assigned such vehicles shall retain such vehicles for the duration of the annual construction season (April 1 - March 31) while assigned to the field, unless mutually agreed otherwise. Employees not assigned a state-owned automobile or truck shall not be required to accept a subsequently available state-owned automobile or truck during the remainder of that annual construction season while assigned to the field, unless mutually agreed otherwise.

NEGOTIATING NOTE NO. 48
1999-2001 AGREEMENT
COUNTERPART PAY RANGE COMPARISON CHART

It is the agreement of the parties to include as an appendix to the WSEU Master Agreement the counterpart pay range comparison chart of the WSEU represented classifications as produced by the Department of Employment Relations. WSEU Council 24 will be provided with updates.

NEGOTIATING NOTE NO. 49
1999-2001 AGREEMENT
PASSING OF MEDICATION

In the Department of Corrections, the Employer recognizes that while the passing of medication by Correctional Officers and Youth Counselors is an assigned job duty, the knowledge for the performance of this job duty is outside the scope of their profession.

Therefore, the Employer agrees that no discipline, or liability, will be imposed upon any Correctional Officer or Youth Counselor for unintentional errors made during the passing of medication.

The Employer also agrees not to expand the passing of medication to those institutions/centers not currently performing those duties, unless the Employer can demonstrate that there is no other practicable means to distribute medication within those institutions/centers.

NEGOTIATING NOTE NO. 50
1999-2001 AGREEMENT
LEADERSHIP INSTITUTE

The Employer and the Union will meet and collaborate to establish a leadership institute. The purpose of this institute is to create a forum for developing leadership skills and an environment to create a process of change and problem solving for those in the public sector. The structure, format and funding will be established through mutual agreement.

NEGOTIATING NOTE NO. 51
1999-2001 AGREEMENT

The Employer agrees to abide by the United States 8th Circuit Court ruling in the case of Heaton v. Moore, (43 F.d 1176, 8th Cir. 1994), regarding scheduling of compensatory time under the Fair Labor Standards Act. The Employer will not unilaterally schedule the use of such compensatory time and will accommodate employee requests for compensatory time usage, unless such requests will unduly disrupt operations. At the Employer's discretion, compensatory time may be paid out in cash at any time.

In the event a contradictory ruling is issued by a higher court during the life of the 1997-1999 Agreement, the Employer may be obligated to abide by that ruling.

NEGOTIATING NOTE NO. 52
1999-2001 AGREEMENT

During the course of the 1995-1997 labor contract negotiations, discussion was held concerning the use of VDT/CRT equipment.

It is the mutual intent of the parties to reduce the risk of workers compensation claims and improve overall productivity. The agencies agree to keep a record of all VDT/CRT related workers compensation injuries. Employees are encouraged to take periodic breaks from VDT/CRT use and practice appropriate exercises.

NEGOTIATING NOTE NO. 53
1999-2001 AGREEMENT
DEPARTMENT OF NATURAL RESOURCES: NATIONAL INCIDENT COMMAND
SYSTEM OUT-OF-AGENCY ASSIGNMENT

The parties agree that within one hundred-twenty (120) days of the effective date of the 1995-1997 Agreement, the Department of Natural Resources will convene a meeting with representatives from the Forestry Technician (Fire Control) work force with the intent to discuss and resolve issues raised during the 1995-1997 master negotiations concerning out-of-agency assignment of Department of Natural Resources employees. Up to two (2) Forestry Technicians from each of five (5) affected districts, who have participated in out-of-agency assignment within the last four (4) years, will be selected to attend such meeting. Employee representatives will be selected by mutual agreement between the Employer and WSEU. The President and Vice President of

Local 1218, along with a Council 24 designated representative, will also attend. Attendance will be without loss of pay and with reimbursement for necessary travel expenses.

NEGOTIATING NOTE NO. 54
1999-2001 AGREEMENT
Department of Transportation - Division of Motor Vehicles Only

When an employe is directed to work at a worksite other than the assigned headquarters, and leaves from home, the employe will be in pay status for the time spent traveling to the worksite that exceeds the distance between the employe's place of residence and his/her assigned headquarters.

NEGOTIATING NOTE NO. 55
1999-2001 AGREEMENT
Add-On Pilot Program

During the course of the 1997-99 WSEU negotiations, the parties discussed alternative compensation patterns dealing with responsibilities and other duties as may be assigned to employes. These discussions will continue in the ongoing interim class meetings. The initial focus will be on a few carefully selected classes in which we will use an add-on form of compensation as a pilot. These pilots will be reviewed during the 1999-2001 set of negotiations by the parties.

There is no guarantee that these pilots will continue into the next collective bargaining agreement.

It is understood that because of the joint nature of the decision regarding the application of add-ons, and the fact that it is a pilot program, the Union agrees that actions specific to add-ons and assignments for these affected workers are not grievable, or appealable.

NEGOTIATING NOTE NO. 56
1999-2001 AGREEMENT
Department of Natural Resources: Cold Weather Protective Clothing

The parties agree that within ninety (90) days of the effective date of the 1997-99 Agreement, the Department of Natural Resources will convene a joint union-management meeting with representatives of AFSCME Council 24 - WSEU and WSEU Locals 1218 and 1215 to discuss and resolve issues raised during the 1997-99 master negotiations concerning the provision of cold weather protective clothing to Department of Natural Resources employes. Four (4) union-designated employe representatives will attend without loss of pay.

The Department will provide insulated coveralls and gloves, upon employe request, to protect personal clothing of Forestry Technicians from paint damage when they are required to mark trees during winter months. Such insulated, protective clothing will remain the property of the Employer and is not for personal use of employes.

NEGOTIATING NOTE NO. 57
1999-2001 AGREEMENT
Department of Transportation, Division of State Patrol
Trooper/Inspector Pay Status

The Employer and the Union agree that Troopers/Inspectors who are assigned a take home vehicle will, during travel time to/from their assigned work sector/site and their place of residence, be in pay status for the following occurrences:

- A. Response to emergency situations,
- B. Motorist assistance when the vehicle is occupied on the roadway,
- C. Enforcement action taken in response to traffic violations or unsafe equipment violations,
- D. Reception of instructions, and/or directions from the Employer,
- E. Performance of job duties expected of a sworn Law Enforcement Officer,
- F. Necessary vehicle maintenance required by the Employer.

The Employer and the Union agree that the above points may be changed, deleted or modified through local negotiations, with mutual agreement of both parties, pursuant to 11/2/8Q.

NEGOTIATING NOTE NO. 58
1999-2001 AGREEMENT

Date: July 1, 1999

To: Agency Heads

From: Peter D. Fox, Secretary
Department of Employment Relations

Subject: Harassment in the Work Place

(AS, BC, LE) This is to advise you that new or modified language in the WSEU 1999-2001 Agreement (11/1/5/G., 11/1/6, 11/1/10, 11/1/11, 9/20/1, 9/20/2 and 11/1/9) has been negotiated, addressing the issue of “harassment in the work place”, a “hostile work environment” and “violence in the workplace.” Many of you may already have programs or offices in place where such issues are routinely addressed. This new language is not intended to supplant any of your existing efforts.

NEGOTIATING NOTE NO. 59
1999-2001 AGREEMENT

The Management and the Union bargaining teams encourage DER and Council 24 to mutually agree to try alternative procedures to improve the arbitration process.

NEGOTIATING NOTE NO. 60
1999-2001 AGREEMENT
LYME DISEASE PREVENTION

The Employer agrees to reimburse employees who are regularly assigned to field duties which could expose them to the risk of contracting Lyme Disease, the cost of obtaining from their own medical care provider the Lyme Disease vaccination series that is not covered by the employee's present health insurance program. It is understood by the parties that (1) the vaccination is not required or recommended by the Employer; (2) the decision by an employee to obtain the vaccination is strictly voluntary based on the advice of the employee's medical care provider; and (3) the Employer shall have no liability for any side effects the vaccine may have on the employee's health.

NEGOTIATING NOTE NO. 61
1999-2001 AGREEMENT
Telecommuting

(AS) The Employer recognizes that telecommuting is a concept that involves formal, scheduled work location alternatives in which an employee may be assigned to work partially at an assigned office and partially at home and that telecommuting alternatives are constantly evolving due to rapidly changing advancements in technology. The Employer and the Union recognize the potential value and benefits of telecommuting and agencies considering telecommuting are encouraged to develop policies where appropriate and feasible after consideration of the Department of Administration's telecommuting guidelines. Implementation of a telecommuting alternative for an employee shall be by mutual agreement between the Employer and the Union.

This negotiating note will sunset on June 30, 2001, unless mutually agreed to extend.

NEGOTIATING NOTE NO. 62
1999-2001 AGREEMENT
Power Plant Assistant/Operator Add-ons

(BC) The Employer and Union recognize that there are recruitment and retention problems in the Power Plant Assistant and Power Plant Operator classification series. To address the most urgent needs, the parties agree that an add-on will be paid to all Power Plant Assistants and Power Plant Operators permanently assigned to the power plant facilities at the UW-Milwaukee (\$3.00 per hour), UW-Madison/Charter Street (\$3.00 per hour) and DOA-Capitol (\$2.00 per hour) or temporary assigned to one of these named facilities for longer than four weeks. These add-ons shall apply to all hours in pay status and are effective the beginning of

the pay period following the effective date of this agreement. These add-ons will end when the employe is permanently assigned to a facility which is not granting add-ons or if this add-on provision sunsets.

During the course of the Agreement, the Employer and Union may agree to changes or additions to add-ons for Power Plant Assistants and Power Plant Operators at these and other facilities to address recruitment and retention problems.

This negotiating note will be reviewed and shall be terminated June 30, 2001, unless the collective bargaining agreement is extended by mutual agreement beyond the June 30, 2001, expiration date.

NEGOTIATING NOTE NO. 63
1999-2001 AGREEMENT
Correctional Officer and Youth Counselor Pay Progression

Classification Structure. Effective July 2, 2000, the Employer will implement the following classification structure:

<u>Old Title</u>	<u>Pay Range</u>	<u>New Title</u>	<u>Pay Range</u>
<u>Officer 1</u>	<u>PR 05-30</u>	<u>Correctional Officer</u>	<u>PR 05-30</u>
<u>Officer 2</u>	<u>PR 05-31</u>	<u>Correctional Officer</u>	<u>PR 05-31</u>
<u>Officer 3</u>	<u>PR 05-32</u>	<u>Correctional Sergeant</u>	<u>PR 05-32</u>
<u>Youth Counselor 1</u>	<u>PR 05-30</u>	<u>Youth Counselor</u>	<u>PR 05-30</u>
<u>Youth Counselor 2</u>	<u>PR 05-31</u>	<u>Youth Counselor</u>	<u>PR 05-31</u>
<u>Youth Counselor 3</u>	<u>PR 05-32</u>	<u>Youth Counselor – Adv.</u>	<u>PR 05-32</u>

The change in class titles combines the Officer 1 and Officer 2 classifications into a new classification called Correctional Officer and combines the Youth Counselor 1 and Youth Counselor 2 into a new classification called Youth Counselor. The classification of Officer 3 will be retitled Correctional Sergeant and the classification of Youth Counselor 3 will be retitled Youth Counselor – Advanced. There is no change in the classification concept for the Officer 3 (Correctional Sergeant) or Youth Counselor 3 (Youth Counselor – Advanced) and movement to either of these two levels will continue to be by competition.

Pay Structure. Effective July 2, 2000, pay progression structure for the Correctional Officer and Youth Counselor classification will be as follows:

Upon appointment to a Correctional Officer or Youth Counselor position, the employe will be paid on the PR 05-30 pay grid. After twenty four (24) months in pay status as Correctional Officer or Youth Counselor, the employe will be paid on the PR 05-31 pay grid. Pay provisions of Appendix 5 will apply.

<u>Classification Title</u>	<u>Pay Range</u>	<u>Time in Class</u>
<u>Correctional Officer</u>		
<u>**Correctional Officer (A)</u>	<u>05-30</u>	<u>Upon Appointment</u>
<u>**Correctional Officer (B)</u>	<u>05-31</u>	<u>24 months at (A) level</u>
<u>Youth Counselor</u>		
<u>**Youth Counselor (A)</u>	<u>05-30</u>	<u>Upon Appointment</u>
<u>**Youth Counselor (B)</u>	<u>05-31</u>	<u>24 months at (A) level</u>

*Beginning of the pay period following completion of twenty four (24) months time in pay status.

**Payroll System Reference Point.

In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of time changed to a s. 230.36 claim or Workers Compensation claim. This pay progression system does not apply to Correctional Sergeant (PR 05-32) or Youth Counselor – Advanced (PR 05-32).

Implementation of these pay provisions

Officer 1. If an employe has less than twenty four (24) months in pay status at the Officer 1 level, the employe will be placed at the (A) pay range assignment (PR 05-30). If placed at the (A) pay range assignment, the employe will be moved to the (B) pay range assignment (PR 05-31) after a total of twenty four (24) months in pay status as either an Officer 1 or Correctional Officer or combination of both.

Youth Counselor 1. If an employe has less than twenty four (24) months in pay status at the Youth Counselor 1 level, the employe will be placed at the (A) pay range assignment (PR 05-30). If placed at the (A) pay range assignment, the employe will be moved to the (B) pay range assignment (PR 05-31) after a total of twenty four (24) months in pay status as either an Youth Counselor 1 or Youth Counselor or combination of both.

Local Agreements. For purposes of interpretation of local agreements relating to Officer 1, 2 or 3, the Correctional Officer (A) is equivalent to Officer 1, the Correctional Officer (B) is equivalent to Officer 2 and the Correctional Sergeant is equivalent to Officer 3.

NEGOTIATING NOTE NO. 64
1999-2001 AGREEMENT
Social Worker - Corrections Pay Progression

Classification Structure. Effective July 2, 2000, the Employer will implement the following classification of Social Worker – Corrections:

<u>Social Worker – Corrections (A)</u>	<u>PR 12-04</u>
<u>Social Worker – Corrections (B)</u>	<u>PR 12-05</u>
<u>Social Worker – Corrections (C)</u>	<u>PR 12-07</u>

Concept: The change in class title creates a new classification of Social Worker – Corrections which combines the Social Worker – In Training, Social Worker – Objective and Social Worker – Senior (Department of Corrections positions only) into the single classification of Social Worker - Corrections.

Pay Structure. Effective July 2, 2000, pay progression structure for the Social Worker – Corrections will be as follows:

Upon appointment to a position allocated to the classification of Social Worker – Corrections, the employe will be paid on the PR 12-04 pay grid. After eighteen (18) months time in pay status in classification as a Social Worker – Corrections, the employe will be paid on the PR 12-05 pay grid. After an additional eighteen (18) months time in pay status as a Social Worker – Corrections (eighteen [18] months at PR 12-04 and eighteen [18] months at PR 12-05), the employe will be paid on the PR 12-07 pay grid. If the employe enters at the PR 12-05 level, movement to the next pay level will occur after eighteen (18) months in pay status at that level. The employe’s pay on each of the grids shall be in accordance with the provisions of the contract.

<u>Classification Title</u>	<u>Pay Range</u>	<u>Time in Class</u>
<u>Social Worker - Corrections</u>		
<u>*Social Worker – Corrections (A)</u>	<u>PR 12-04</u>	<u>Upon Appointment</u>
<u>*Social Worker – Corrections (B)</u>	<u>PR 12-05</u>	<u>18 months at the (A) level**</u>
<u>*Social Worker – Corrections (C)</u>	<u>PR 12-07</u>	<u>18 months at the (B) level**</u>

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of time changed to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows:

Social Worker – In Training. If an employe has been in pay status less than eighteen (18) months at the Social Worker – In Training, the employe will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employe will be moved to the (B) pay range assignment after a total of eighteen (18) months in pay status as either a Social Worker – In Training or Social Worker – Corrections (A) or combination of both.

If an employe has greater than eighteen (18) months in pay status at the Social Worker – In Training, the employe will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employe will be moved to the (C) pay range assignment after a total of eighteen (18) months in pay status as either a Social Worker – Objective or Social Worker – Corrections (B) or combination of both.

Social Worker – Objective. If an employe has less than eighteen (18) months in pay status at the Social Worker – Corrections – Objective (?), the employe will be placed at the (B) pay range assignment (PR 12-05).

If placed at the (B) pay range assignment, the employe will be moved to the (C) pay range assignment after a total of eighteen (18) months in pay status as either a Social Worker – Objective or Social Worker – Corrections (B) or combination of both. If the employe has more than eighteen (18) months in pay status at the Social Worker – Objective, the employe will be placed at the (C) pay range assignment (PR 12-07).

Social Worker – Senior. All employes at this classification level will be placed at the (C) pay range assignment (PR 12-07).

NEGOTIATING NOTE NO. 65
1999-2001 AGREEMENT
Probation and Parole Agent Pay Progression

Classification Structure. Effective July 2, 2000, the Employer will implement the classification of Probation and Parole Agent:

<u>Probation and Parole Agent (A)</u>	<u>PR 12-04</u>
<u>Probation and Parole Agent (B)</u>	<u>PR 12-05</u>
<u>Probation and Parole Agent (C)</u>	<u>PR 12-07</u>

Concept: This change in class title combines the Probation and Parole Agent – Entry, Probation and Parole Agent – Objective and Probation and Parole Agent – Senior into the single classification of Probation and Parole Agent.

Pay Structure. Effective July 2, 2000, the pay progression structure for the Probation and Parole Agent classification will be as follows:

Upon appointment to a position allocated to the classification of Probation and Parole Agent, the employe will be paid on the PR 12-04 pay grid. After eighteen (18) months time in pay status in classification as a Probation and Parole Agent, the employe will be paid on the PR 12-05 pay grid. After an additional eighteen (18) months time in pay status as a Probation and Parole Agent (eighteen [18] months at PR 12-04 and eighteen [18] months at PR 12-05), the employe will be paid on the PR 12-07 pay grid. The employe’s pay on each of the grids shall be in accordance with the provisions of the contract.

<u>Classification Title</u>	<u>Pay Range</u>	<u>Time in Class</u>
<u>Probation and Parole Agent</u> <u>*Probation and Parole Agent</u> <u>(A)</u>	<u>PR 12-04</u>	<u>Upon Appointment</u>
<u>*Probation and Parole Agent</u> <u>(B)</u>	<u>PR 12-05</u>	<u>18 months at the (A)</u> <u>level**</u>
<u>*Probation and Parole Agent</u> <u>(C)</u>	<u>PR 12-07</u>	<u>18 months at the (B)</u> <u>level**</u>

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of time changed to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows:

Probation and Parole Agent – Entry. If an employe has less than eighteen (18) months in pay status at the Probation and Parole Agent – Entry, the employe will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employe will be moved to the (B) pay range assignment after a total of eighteen (18) months in pay status as either a Probation and Parole Agent – Entry or Probation and Parole Agent (A) or combination of both.

If an employe has greater than eighteen (18) months in pay status at the Probation and Parole Agent - Entry, the employe will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employe will be moved to the (C) pay range assignment after a total of eighteen (18) months in pay status as either a Probation and Parole Agent – Objective or Probation and Parole Agent (B) or combination of both.

Probation and Parole Agent – Objective. If an employe has less than eighteen (18) months in pay status at the Probation and Parole Agent - Objective, the employe will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employe will be moved to the (C) pay range assignment after a total of eighteen (18) months in pay status as either a Probation and Parole Agent – Objective or Probation and Parole Agent (B) or combination of both. If the employe has more than eighteen (18) months in pay status at the Probation and Parole Agent - Objective, the employe will be placed at the (C) pay range assignment (PR 12-07).

Probation and Parole Agent - Senior. All employes at this classification level will be placed at the (C) pay range assignment (PR 12-07).

NEGOTIATING NOTE NO. 66
1999-2001 AGREEMENT
Psychiatric Care Technician 1 Pay

The following will occur with the effective date of the 1999-2001 Agreement:

A. An employe who has served at least two (2) years as a Psychiatric Care Technician 1 but who is ineligible for reclassification to Psychiatric Care Technician 2 will automatically be paid using the appropriate full years of seniority, according to the seniority-based grid for the Psychiatric Care Technician 2 classification.

B. Pay will be set effective the first day of the pay period following the date in which the two (2) years in pay status is attained. In counting time in pay status, the Employer will waive up to sixty (60) days, per occurrence, for time charged to a s. 230.36 claim or a Workers Compensation claim.

C. Pay will continue to be based on the seniority-based grid for Psychiatric Care Technician 2 as long as the employe remains in the Psychiatric Care Technician 1 classification.

NEGOTIATING NOTE # 67
1999-2001 AGREEMENT

Add-on Pilot for Fire/Crash Rescue Specialists
in the Department of Military Affairs

The employe agrees to implement the following skill based add-on program, effective April 9, 2000, for eligible Fire/Crash Rescue Specialists employed in the Department of Military Affairs:

Skill Category

State of Wisconsin Certified EMT Instructor. Certification must be valid for county in which job is located. Employee must maintain required continuing education and certification to maintain eligibility for add-on. \$.30/hr

Relief Lead Work (Station Fire Captain). To be eligible for this add-on, the employe must be allocated to Fire/Crash Rescue Specialist 2 level (i.e., objective level) and have Department of Defense Certifications of Fire Officer II and Fire Inspector II. \$.20/hr

Red Cross or American Heart Association Certified CPR Instructor. Certification must be valid for county in which job is located. \$.20/hr

Department of Defense Certified Specialized Rescue Technician. To be eligible for this add-on, the employe must be a graduate of the United States Air Force/DOD Fire Crash Rescue Course and hold applicable certificates. \$.20/hr

Department of Defense Certified Hazardous Materials Train-the-Trainer. To be eligible for this add-on, the employe must be a graduate of the DOD School at Good Fellow AFB, Texas. The base Fire Chief will determine how many instructors are needed at that base. If an additional instructor is needed and the number of applicants for this add-on exceeds the number of instructors needed, the selection shall be based on seniority in classification series, with the most senior employe selected first. \$.20/hr

Associate Degree in Fire Science. Must be from an accredited school of higher learning within the United States of America. \$.20/hr

ADMINISTRATION PROVISIONS.

All Skill Categories.

Classifications covered by these provisions include Fire/Crash Rescue Specialist 1-Trainee, 1, 2 and 3.

A. The effective date of the add on shall be the beginning of the pay period following receipt by the Fire Chief of proof of eligibility.

B. Any applicable add-on will end immediately if the employe leaves a covered classification or if the employe loses eligibility by failure to maintain certification or obtain required re-certification.

Skill Categories 1 – 5

A. Attainment of eligibility for Skill Categories 1 – 5 shall be without loss of pay, including travel time and at the employer’s expense.

B. The employer shall grant the employe’s request for attendance at required training necessary to attain or maintain eligibility for skill based all-ons 1- 5. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

1. Operational needs of the department
2. Number of employes availing or scheduled to avail themselves to attend training
3. Availability of qualified replacements
4. Adequate advanced notice from the employe

C. The employer shall approve or deny the request for training leave within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

Skill Category 6

Attainment of eligibility for Skill Category 6 shall be administered in accordance with Section 11/12/6 Career Related Training.

MEMORANDUM OF UNDERSTANDING NO. 1
1999-2001 AGREEMENT

(AS, BC, LE, PSS) The Employer agrees to republish and distribute the report referenced in 9/16/1. The report will be accompanied by a letter from the Secretary of the Department of Employment Relations supporting and encouraging agencies to address ergonomic conditions and assist employees who experience problems relating to these issues. Both the Employer and the Union wish to emphasize their continued commitment to ergonomically sound workplace conditions.

MEMORANDUM OF UNDERSTANDING NO. 2
1999-2001 AGREEMENT

During the course of negotiating the 1999-2001 Agreement, there were discussions regarding the mutual goal of the Union and the Employer of minimizing disputes over the intent of contractual terms or provisions; therefore, the parties agree to the creation of a joint committee to seek ways to accomplish said objective. Some examples of mutual activities which may be pursued by the parties could include the dissemination of joint bulletins for the purpose of interpreting the various provisions of the Agreement; joint training on the interpretation of newly adopted changes in the Agreement; joint interpretation of arbitration decisions, and so forth. 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 decide on matters of mutual interest which will serve to minimize such disputes and will disseminate information or training accordingly. Employees who are appointed by Council 24 as representatives of this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.

This committee will consider clarifying contractual language and interpretations of arbitrations with respect to overtime. The committee will research the issue and disseminate a joint bulletin clarifying the overtime provisions by February 1, 1996.

MEMORANDUM OF UNDERSTANDING NO. 3
1999-2001 AGREEMENT

The Employer and the Union agree that it is in the interests of the parties to review the use of Sick Leave and research Sick Leave Incentive Programs and other alternatives with the intent to promote the reduction of the use of sick leave.

The parties agree to establish a Joint Study Committee to review the use of sick leave, research sick leave incentive programs and other alternatives which would promote the reduction of the use of sick leave. 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 15, 2000. 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. 4
1999-2001 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
1999-2001 AGREEMENT
C.O. 3's AND Y.C. 3's DEMOTION

C.O. 3's and Y.C. 3's shall be allowed to voluntarily demote to a C.O. 1 or 2 or Y.C. 1 or 2, 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, those C.O.'s and Y.C.'s shall have immediate transfer rights to positions under the provisions of Article 7/1/1.

MEMORANDUM OF UNDERSTANDING NO. 6
1999-2001 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
1999-2001 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
1999-2001 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
1999-2001 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
1999-2001 AGREEMENT

MEMORANDUM

Date: May 26, 1995

To: Martin Beil, Executive Director
AFSCME Council 24

From: Jon Litscher, Secretary
Department of Employment Relations

Subject: Layoff Referral Service

As you know, the Division of Merit Recruitment & Selection (DMRS) has implemented the Layoff Referral Service (LRS) effective May 1, 1995 as described in a memo dated March 28, 1995 from the DMRS Administrator, Robert Lavigna. This service will be advantageous for both employees and local 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 to provide managers with another cost effective source of qualified candidates.

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

MEMORANDUM OF UNDERSTANDING NO. 11
1999-2001 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
1999-2001 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 employe 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 employes 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 employes and the agency payroll offices.

MEMORANDUM OF UNDERSTANDING NO. 13
1999-2001 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, DER, DMRS and all State Agencies will use the Layoff Referral Service (LRS) as outlined in DER Bulletin MRS-161 & CBB-4 (15.0800), dated May 5, 1995, 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:

- X 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.
- X 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.
- X DER has implemented a system which will help achieve the State's "no layoff" goal and will continue to maintain the Layoff Referral Service (LRS) for the life of this Agreement.
- X 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.
- X 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).
- X 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 1999-2001 collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING NO. 14
1999-2001 AGREEMENT
DEPARTMENT OF CORRECTIONS

The parties agree that during the course of the 1999-2001 labor Agreement, the following practices and procedures will be followed regarding Probation and Parole Agent caseloads:

- X 260 points* will comprise a maximum caseload.
- X If a caseload exceeds 260 points* for a period of ten (10) work days, 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 260 point* standard.
- X 260 points* comprise a maximum caseload and is predicated on a forty (40) hour work week.
- X Some limited specialized work units will be excluded from the 260 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.
- X The Employer will conduct a time study of agent workload and agrees that the Union will have representation in all appropriate phases of the time study. The time study will be completed no later than the end of calendar year 2000.
- X At the Union's request, the Employer agrees to re-open the 260 point threshold to negotiations upon completion of the time study.

The parties agree to review and discuss this memorandum of understanding as to its workability. If mutual agreement as to its continuance cannot be achieved, this Agreement will be terminated effective June 30, 2001.

For the Union

For the Employer

Martin Beil
Executive Director,
AFSCME Council 24

Jon Litscher
Secretary
Department of Corrections

*Points listed for the sole purpose of implementing this memorandum of understanding.

MEMORANDUM OF UNDERSTANDING NO. 15
1999-2001 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
1999-2001 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.

- X Telephone calls received under Article 6/16/2 (PSS) and Article 6/16/3 (PSS) of the labor agreement.
- X 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.
- X 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.
- X 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
1999-2001 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 employee's 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 employee's 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 1997-1999 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
1999-2001 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 1997-99 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
1999-2001 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 DER 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:

- X Build upon the existing Layoff Referral System structure and procedures
- X Be interactive with the use of "hot buttons"
- X Contain user complete & send application forms

- X Contain user complete & send resume templates
- X Contain pre-targeted response buttons for easy, accurate applications
- X Automatic purging of listings at expiration
- X Remote access for direct uploading of vacancies by sponsoring agency
- X Accessible by Email, Internet and Usenet
- X Be complementary to existing agency transfer procedures

This provision will sunset on June 30, 1999, unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 20
1999-2001 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
1999-2001 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 employes.

It is the mutual interest of the parties that the Department of 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
1999-2001 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 employes. 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
1999-2001 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
1999-2001 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
1999-2001 AGREEMENT

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

The parties agree that during the course of the 1999-2001 Labor Agreement, the Department of Agriculture, Trade and Consumer Protection will implement a pilot program that will allow employes classified as Food Safety Inspector-Objective and Meat Safety Inspector-Objective to voluntary demote as follows:

- Voluntary demotion to a different geographic headquarters location.
- Employes 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).
- Employes 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 employe 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 employe's base pay will be set at the grid rate that corresponds to the employes 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 1999-2001 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
1999-2001 AGREEMENT
INJURED WORKERS RE-EMPLOYMENT

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

If the Employer determines an employe has a bona fide workers' compensation or 230.36 claim, the Employer, prior to taking steps to medically terminate the individual, will refer the employe to the State Injured Worker Re-employment Program, which will assess the employe's skills and work with the Employer to evaluate reasonable accommodation options that may avoid the medical termination.

If the employe 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 employe.

If the employe voluntarily accepts a position that results in a reduction in their rate of pay as a result of a 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
1999-2001 AGREEMENT
Security and Public Safety Unit (SPS)
TRANSFERS

Within Department of Corrections institution employing units, Youth Counselors and Correctional Officers who are receiving 230.36 benefits, Workers' 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 employes who are receiving 230.36 benefits, Workers' 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, 2001 unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 28
1999-2001 AGREEMENT
Department of Corrections

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

The employe will have the option of choosing cash or compensatory time for the ordered time. If it is determined after the employe has been paid, the employe will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent period. Example: If an employe is wrongfully ordered for four (4) hours of overtime, if his/her next overtime opportunity is in excess of four (4) hours, the employe 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, 2001, unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. 29
1999-2001 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 workforce 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
Wisconsin State Employees Union
Telephone: 836-0024

James Stratton, Director
Classified Personnel
University of Wisconsin – Madison
Telephone: 262-3806

MEMORANDUM OF UNDERSTANDING NO. 30
1999-2001 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 1999-2001 Agreement. Up to three (3) bargaining unit employees will participate in meetings without loss of pay.

FOR THE EMPLOYER:

James R. Federhart,
Employee Relations Manager
Department of Natural Resources

Date

FOR THE UNION:

Karl Hacker, Assistant Director
AFSCME Council 24-WSEU

Date

Randal G. Rossing
WSEU Security & Public Safety
Bargaining Team Representative

Date

MEMORANDUM OF UNDERSTANDING NO. 31
1999-2001 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, an issue was raised by the WSEU regarding the DNR's use of limited term employees in the LTE Ranger classification to perform law enforcement duties and the impact of this LTE use on the ability of bargaining unit employees in the Ranger-Operations (formerly Ranger 1) classification to be reclassified to the Ranger-Law Enforcement (formerly Ranger 2) classification.

Beginning in calendar year 2000, the DNR agrees to address this issue by reviewing and implementing increases in their percentage of law enforcement duties assigned to bargaining unit Rangers in order to facilitate their reclassification. These actions will be taken starting in 2000 to the extent practicable depending on commitments already made to the hiring of limited term employees and the willingness of bargaining unit Rangers to work during the hours when the law enforcement need is greatest.

The parties agree that representatives of DNR management and the Union will meet at mutually agreed times as necessary to further discuss this issue. Up to three (3) bargaining unit employees will participate in any meetings without loss of pay.

FOR THE EMPLOYER:

James R. Federhart,
Employee Relations Manager
Department of Natural Resources

Date

FOR THE UNION:

Martin Beil, Executive Director
AFSCME Council 24-WSEU

Date

MEMORANDUM OF UNDERSTANDING NO. 32
1999-2001 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 employe'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
1999-2001 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 employe (whether Union official or Manager, represented or non-represented employe) 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 employes 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, Executive Director
AFSCME Council 24

Appendix 1

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY-BASED GRID

May 21, 2000 through July 1, 2000

	6	7	8	9	10	11	12	13	14	15
Grid Point										
Minimum	8.184	8.828	9.527	10.304	11.146	12.059	13.051	14.121	15.279	16.531
PSICM	8.430	9.093	9.813	10.614	11.481	12.422	13.443	14.545	15.703	16.955
1	8.721	9.410	10.132	10.923	11.780	12.695	13.686	14.751	15.908	17.161
2	8.841	9.532	10.258	11.053	11.914	12.833	13.828	14.897	16.054	17.307
3	8.961	9.654	10.384	11.183	12.048	12.971	13.970	15.043	16.200	17.453
4	9.081	9.776	10.510	11.313	12.182	13.109	14.112	15.189	16.346	17.599
5	9.201	9.898	10.636	11.443	12.316	13.247	14.254	15.335	16.492	17.745
6	9.321	10.020	10.762	11.573	12.450	13.385	14.396	15.481	16.638	17.891
7	9.441	10.142	10.888	11.703	12.584	13.523	14.538	15.627	16.784	18.037
8	9.561	10.264	11.014	11.833	12.718	13.661	14.680	15.773	16.930	18.183
9	9.681	10.386	11.140	11.963	12.852	13.799	14.822	15.919	17.076	18.329
10	9.801	10.508	11.266	12.093	12.986	13.937	14.964	16.065	17.222	18.475
* Years 11	9.921	10.630	11.392	12.223	13.120	14.075	15.106	16.211	17.368	18.621
12	10.041	10.752	11.518	12.353	13.254	14.213	15.248	16.357	17.514	18.767
13	10.161	10.874	11.644	12.483	13.388	14.351	15.390	16.503	17.660	18.913
14	10.281	10.996	11.770	12.613	13.522	14.489	15.532	16.649	17.806	19.059
15	10.401	11.118	11.896	12.743	13.656	14.627	15.674	16.795	17.952	19.205
16	10.521	11.240	12.022	12.873	13.790	14.765	15.816	16.941	18.098	19.351
17	10.641	11.362	12.148	13.003	13.924	14.903	15.958	17.087	18.244	19.497
18	10.761	11.484	12.274	13.133	14.058	15.041	16.100	17.233	18.390	19.643
19	10.881	11.606	12.400	13.263	14.192	15.179	16.242	17.379	18.536	19.789
20	11.001	11.728	12.526	13.393	14.326	15.317	16.384	17.525	18.682	19.935
21	11.121	11.850	12.652	13.523	14.460	15.455	16.526	17.671	18.828	20.081
Grid Endpoint 22	11.241	11.972	12.778	13.653	14.594	15.593	16.668	17.817	18.974	20.227

*** Full years of seniority as of June 30, 1999**

Appendix 1

PAY SCHEDULE 03: BLUE COLLAR & NON-BUILDING TRADES SENIORITY-BASED TRANSACTION GRID

May 21, 2000 through July 1, 2000

	1	2	3	4	5	6	7	8	9	10	11	12	13
Grid Point													
Minimum	7.008	7.291	7.684	8.070	8.429	8.769	9.140	9.618	10.207	11.041	11.946	12.928	13.988
PSICM	7.219	7.510	7.915	8.312	8.683	9.032	9.414	9.907	10.514	11.374	12.305	13.316	14.408
1	7.364	7.661	8.074	8.479	8.857	9.213	9.603	10.106	10.725	11.602	12.552	13.583	14.697
2	7.596	7.893	8.300	8.758	9.114	9.535	9.917	10.422	11.040	11.899	12.827	13.828	14.936
3	7.683	8.005	8.412	8.891	9.247	9.672	10.055	10.560	11.178	12.042	12.980	13.986	15.105
4	7.769	8.118	8.525	9.023	9.379	9.809	10.192	10.697	11.315	12.184	13.133	14.144	15.273
5	7.854	8.230	8.637	9.156	9.512	9.945	10.330	10.835	11.453	12.327	13.286	14.302	15.441
6	7.940	8.342	8.749	9.289	9.645	10.082	10.468	10.973	11.591	12.470	13.439	14.460	15.610
7	8.026	8.454	8.861	9.421	9.777	10.219	10.605	11.110	11.728	12.613	13.592	14.618	15.778
8	8.112	8.566	8.973	9.554	9.910	10.356	10.743	11.248	11.866	12.756	13.745	14.776	15.946
9	8.197	8.679	9.086	9.686	10.042	10.492	10.881	11.386	12.004	12.898	13.898	14.934	16.114
10	8.283	8.791	9.198	9.819	10.175	10.629	11.019	11.523	12.142	13.041	14.051	15.092	16.283
Years* 11	8.369	8.903	9.310	9.952	10.308	10.766	11.156	11.661	12.279	13.184	14.204	15.251	16.451
12	8.454	9.015	9.422	10.084	10.440	10.902	11.294	11.799	12.417	13.327	14.357	15.409	16.619
13	8.540	9.127	9.534	10.217	10.573	11.039	11.432	11.937	12.555	13.470	14.510	15.567	16.788
14	8.626	9.240	9.647	10.349	10.705	11.176	11.569	12.074	12.692	13.612	14.663	15.725	16.956
15	8.711	9.352	9.759	10.482	10.838	11.312	11.707	12.212	12.830	13.755	14.816	15.883	17.124
16	8.797	9.464	9.871	10.615	10.971	11.449	11.845	12.350	12.968	13.898	14.969	16.041	17.293
17	8.883	9.576	9.983	10.747	11.103	11.586	11.982	12.487	13.105	14.041	15.122	16.199	17.461
18	8.968	9.688	10.095	10.880	11.236	11.722	12.120	12.625	13.243	14.184	15.275	16.357	17.629
19	9.054	9.801	10.208	11.012	11.368	11.859	12.258	12.763	13.381	14.326	15.428	16.515	17.797
20	9.140	9.913	10.320	11.145	11.501	11.996	12.396	12.900	13.519	14.469	15.581	16.673	17.966
21	9.225	10.025	10.432	11.278	11.634	12.132	12.533	13.038	13.656	14.612	15.734	16.832	18.134
22	9.311	10.137	10.544	11.410	11.766	12.269	12.671	13.176	13.794	14.755	15.887	16.990	18.302
23	9.397	10.249	10.656	11.543	11.899	12.406	12.809	13.314	13.932	14.898	16.040	17.148	18.471

*Full years of seniority as of June 30, 1999

Appendix 1

PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID

May 21, 2000 through July 1, 2000

	36-06	36-07	36-08	36-09	36-10	36-11	36-12	36-13	36-14	36-15	36-33
Grid Point											
Minimum	8.107	8.745	9.437	10.207	11.041	11.946	12.928	13.988	15.138	16.383	14.123
PSICM	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	14.547
1	8.517	9.189	9.916	10.725	11.602	12.552	13.583	14.697	15.904	17.213	14.838
2	9.343	9.744	10.265	11.059	12.063	12.972	13.944	14.968	16.181	17.340	14.968
3	9.343	10.035	10.536	11.320	12.386	13.223	14.247	15.188	16.390	17.473	15.188
4	9.343	10.337	10.829	11.582	12.647	13.641	14.540	15.408	16.609	17.603	15.408
5	9.512	10.466	11.133	11.759	12.815	13.808	14.707	15.679	16.787	17.780	15.679
6	9.670	10.594	11.289	11.926	12.993	13.986	14.916	15.888	16.954	17.947	15.888
7	10.015	10.650	11.458	12.265	13.161	14.163	15.073	16.055	17.121	18.115	16.055
8	10.177	10.779	11.619	12.438	13.523	14.562	15.453	16.336	17.573	18.584	16.336
9	10.338	10.909	11.781	12.610	13.694	14.745	15.626	16.509	17.744	18.754	16.509
10	10.457	11.038	11.943	12.782	13.865	14.926	15.797	16.681	17.916	18.925	16.681
* Years											
11	10.586	11.167	12.105	12.956	14.059	15.109	15.971	16.853	18.087	19.095	16.853
12	10.716	11.307	12.265	13.127	14.240	15.290	16.142	17.026	18.258	19.255	17.026
13	10.823	11.448	12.427	13.299	14.422	15.462	16.314	17.198	18.441	19.447	17.198
14	10.941	11.588	12.588	13.472	14.605	15.633	16.488	17.370	18.612	19.618	17.370
15	11.049	11.727	12.750	13.644	14.776	15.805	16.659	17.542	18.784	19.788	17.542
16	11.178	11.867	12.912	13.816	14.969	15.977	16.832	17.715	18.954	19.959	17.774
17	11.286	12.008	13.074	13.989	15.152	16.158	17.004	17.887	19.127	20.129	18.297
18	11.404	12.147	13.256	14.161	15.334	16.330	17.176	18.059	19.298	20.311	18.819
19	11.458	12.286	13.439	14.333	15.515	16.501	17.349	18.232	19.480	20.492	18.819
20	11.512	12.427	13.623	14.506	15.708	16.673	17.521	18.404	19.652	20.663	18.819
Grid Endpoint											
21	11.651	12.559	13.806	14.668	15.911	16.866	17.768	18.597	19.823	20.833	18.819

* Full years of seniority as of June 30, 1999.

Appendix 1

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

May 21, 2000 through July 1, 2000

	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13
Grid Point																
Minimum	8.107	8.745	9.437	10.207	11.041	11.946	12.928	13.988	15.138	16.383	17.729	19.174	20.734	22.324	24.036	25.877
PSICM	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	18.261	19.750	21.356	22.995	24.757	26.654
1	8.517	9.189	9.916	10.725	11.602	12.552	13.583	14.697	15.904	17.213	18.627	20.145	21.784	23.455	25.253	27.188
2	8.595	9.285	10.026	10.998	11.898	12.959	14.012	15.146	16.375	17.685	19.103	20.700	22.252	23.937	25.478	27.406
3	8.679	9.378	10.130	11.123	12.033	13.135	14.198	15.342	16.582	17.897	19.320	20.919	22.476	24.171	25.722	27.659
4	8.761	9.470	10.234	11.249	12.169	13.310	14.384	15.540	16.789	18.111	19.539	21.139	22.702	24.407	25.966	27.913
5	8.844	9.564	10.337	11.375	12.306	13.486	14.570	15.736	16.997	18.322	19.756	21.359	22.927	24.643	26.208	28.167
6	8.928	9.658	10.440	11.500	12.441	13.661	14.756	15.932	17.203	18.535	19.973	21.579	23.150	24.877	26.451	28.419
7	9.009	9.750	10.544	11.625	12.577	13.838	14.942	16.130	17.411	18.746	20.190	21.798	23.376	25.113	26.695	28.673
8	9.093	9.843	10.647	11.751	12.714	14.013	15.129	16.326	17.617	18.959	20.409	22.017	23.600	25.349	26.938	28.927
9	9.174	9.937	10.751	11.876	12.849	14.189	15.315	16.521	17.825	19.171	20.625	22.238	23.826	25.583	27.181	29.181
10	9.258	10.029	10.854	12.002	12.985	14.364	15.500	16.719	18.031	19.384	20.843	22.457	24.051	25.819	27.424	29.434
* Years																
11	9.342	10.123	10.958	12.127	13.121	14.540	15.687	16.915	18.239	19.596	21.060	22.676	24.275	26.054	27.667	29.687
12	9.423	10.217	11.061	12.253	13.256	14.716	15.873	17.113	18.445	19.808	21.278	22.895	24.500	26.289	27.911	29.941
13	9.507	10.309	11.165	12.378	13.392	14.891	16.059	17.309	18.652	20.020	21.495	23.116	24.724	26.525	28.155	30.194
14	9.588	10.402	11.268	12.504	13.528	15.067	16.245	17.505	18.859	20.233	21.713	23.335	24.950	26.760	28.396	30.447
15	9.672	10.495	11.371	12.629	13.664	15.242	16.432	17.703	19.066	20.444	21.932	23.554	25.174	26.995	28.640	30.701
16	9.754	10.588	11.475	12.755	13.800	15.419	16.617	17.898	19.273	20.658	22.148	23.775	25.400	27.230	28.884	30.954
17	9.837	10.682	11.579	12.880	13.936	15.594	16.803	18.095	19.480	20.870	22.366	23.994	25.625	27.466	29.126	31.207
18	9.921	10.775	11.682	13.007	14.072	15.770	16.990	18.292	19.688	21.082	22.583	24.214	25.848	27.701	29.369	31.461
19	10.003	10.868	11.786	13.132	14.208	15.945	17.176	18.488	19.895	21.294	22.801	24.433	26.074	27.936	29.613	31.715
20	10.086	10.961	11.890	13.256	14.344	16.122	17.362	18.685	20.102	21.506	23.018	24.653	26.298	28.172	29.856	31.969
Grid Endpoint																
21	10.168	11.054	11.993	13.382	14.480	16.297	17.549	18.882	20.309	21.718	23.236	24.872	26.524	28.406	30.099	32.222

* Full years of seniority as of June 30, 1999

Appendix 1

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY SENIORITY-BASED TRANSACTION GRID

May 21, 2000 through July 1, 2000

	05-05	05-06	05-07	05-08	05-09	05-10	05-11	05-12	05-13	05-14	05-15	05-16
Grid Point												
Minimum	7.520	8.107	8.745	9.437	10.207	11.041	11.946	12.928	13.988	15.138	16.383	17.040
PSICM	7.746	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	17.553
1	7.901	8.517	9.189	9.916	10.725	11.602	12.552	13.583	14.697	15.904	17.213	17.905
2	8.659	9.328	9.541	10.264	11.059	12.072	12.981	13.961	14.991	16.212	17.289	18.309
3	8.659	9.328	9.828	10.539	11.326	12.401	13.236	14.269	15.215	16.426	17.419	18.439
4	8.659	9.328	10.126	10.826	11.591	12.655	13.659	14.566	15.437	16.650	17.640	18.660
5	8.818	9.499	10.253	10.986	11.761	12.824	13.828	14.736	15.606	16.819	17.819	18.839
6	8.979	9.658	10.380	11.145	11.931	13.003	14.007	14.907	15.777	16.988	17.987	19.007
7	9.201	9.880	10.508	11.305	12.101	13.172	14.181	15.076	15.948	17.157	18.155	19.175
8	9.360	10.040	10.635	11.463	12.271	13.341	14.367	15.246	16.118	17.337	18.334	19.354
9	9.530	10.199	10.764	11.623	12.440	13.510	14.547	15.417	16.288	17.507	18.502	19.522
10	9.636	10.316	10.890	11.783	12.611	13.680	14.726	15.586	16.457	17.676	18.671	19.691
* Years												
11	9.764	10.444	11.018	11.943	12.782	13.870	14.907	15.756	16.628	17.844	18.839	19.859
12	9.902	10.572	11.155	12.101	12.951	14.049	15.085	15.926	16.798	18.014	18.997	20.017
13	10.008	10.678	11.294	12.261	13.122	14.229	15.255	16.096	16.967	18.193	19.187	20.207
14	10.114	10.795	11.432	12.420	13.291	14.409	15.424	16.266	17.138	18.363	19.355	20.375
15	10.220	10.901	11.570	12.580	13.461	14.578	15.593	16.436	17.308	18.532	19.523	20.543
16	10.360	11.028	11.708	12.738	13.632	14.769	15.763	16.606	17.477	18.700	19.692	20.712
17	10.466	11.135	11.847	12.898	13.801	14.949	15.941	16.775	17.648	18.869	19.860	20.880
18	10.572	11.251	11.984	13.078	13.971	15.128	16.110	16.946	17.817	19.039	20.038	21.058
19	10.624	11.305	12.122	13.259	14.141	15.308	16.280	17.116	17.987	19.219	20.217	21.237
20	10.678	11.357	12.261	13.440	14.311	15.497	16.449	17.285	18.158	19.389	20.385	21.405
Grid Endpoint												
21	10.826	11.495	12.390	13.621	14.472	15.698	16.640	17.530	18.348	19.558	20.553	21.573

* Full years of seniority as of June 30, 1999.

Appendix 1

PAY SCHEDULE 06: TECHNICAL SENIORITY-BASED TRANSACTION GRID

May 21, 2000 through July 1, 2000

		4	5	6	7	8	9	10	11	12	13	14	15	16
Grid Point														
Minimum	1	8.070	8.429	8.769	9.140	9.618	9.810	10.612	11.481	12.425	13.445	14.550	15.745	17.040
PSICM	2	8.312	8.683	9.032	9.414	9.907	10.105	10.931	11.827	12.799	13.848	14.987	16.218	17.553
	3	8.479	8.857	9.213	9.603	10.106	10.308	11.150	12.064	13.055	14.125	15.287	16.543	17.905
1	4	8.698	9.057	9.475	9.859	10.364	10.626	11.468	12.404	13.426	14.531	15.732	17.033	18.444
2	5	8.800	9.195	9.613	9.996	10.512	10.779	11.626	12.576	13.616	14.743	15.966	17.294	18.731
3	6	8.902	9.332	9.751	10.134	10.659	10.932	11.784	12.747	13.807	14.953	16.198	17.553	19.017
4	7	9.004	9.470	9.888	10.272	10.807	11.085	11.942	12.920	13.997	15.164	16.433	17.813	19.305
5	8	9.106	9.608	10.026	10.410	10.955	11.238	12.099	13.092	14.188	15.376	16.666	18.071	19.593
6	9	9.208	9.746	10.164	10.547	11.103	11.391	12.257	13.264	14.378	15.587	16.900	18.331	19.879
7	10	9.310	9.883	10.301	10.685	11.251	11.544	12.414	13.435	14.568	15.797	17.133	18.590	20.167
8	11	9.412	10.021	10.439	10.823	11.399	11.697	12.572	13.606	14.759	16.008	17.367	18.850	20.455
9	12	9.514	10.159	10.577	10.960	11.547	11.850	12.728	13.779	14.949	16.220	17.601	19.109	20.741
10	13	9.616	10.296	10.715	11.098	11.695	12.003	12.886	13.950	15.139	16.431	17.835	19.369	21.029
* Years	14	9.718	10.434	10.852	11.236	11.843	12.156	13.043	14.122	15.330	16.642	18.068	19.627	21.316
	15	9.820	10.572	10.990	11.373	11.991	12.309	13.201	14.294	15.520	16.853	18.301	19.886	21.603
	16	9.922	10.709	11.128	11.511	12.138	12.462	13.358	14.466	15.712	17.063	18.536	20.147	21.891
	17	10.024	10.847	11.265	11.649	12.286	12.615	13.517	14.637	15.902	17.275	18.770	20.406	22.177
	18	10.126	10.985	11.403	11.787	12.434	12.768	13.674	14.810	16.092	17.486	19.002	20.666	22.464
	19	10.228	11.123	11.541	11.924	12.582	12.921	13.832	14.982	16.283	17.696	19.237	20.924	22.752
	20	10.330	11.260	11.678	12.062	12.730	13.074	13.989	15.154	16.472	17.908	19.470	21.184	23.039
	21	10.432	11.398	11.816	12.200	12.878	13.227	14.147	15.326	16.663	18.119	19.704	21.443	23.326
	22	10.534	11.536	11.954	12.337	13.026	13.380	14.303	15.497	16.854	18.330	19.937	21.703	23.613
	23	10.636	11.673	12.092	12.475	13.174	13.533	14.461	15.670	17.044	18.541	20.171	21.962	23.900
	24	10.738	11.811	12.229	12.613	13.322	13.686	14.618	15.841	17.234	18.752	20.405	22.222	24.188
	25	10.840	11.949	12.367	12.750	13.470	13.839	14.776	16.013	17.424	18.962	20.639	22.480	24.475
Grid End Point	24	10.942	12.086	12.505	12.888	13.617	13.992	14.933	16.185	17.615	19.173	20.872	22.740	24.762

* Full Years of Seniority as of June 30, 1999

Appendix 2

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY - BASED GRID

Effective July 2, 2000 through October 7, 2000

	7	8	9	10	11	12	13	14	15
Grid Point									
Minimum	9.275	10.009	10.826	11.711	12.670	13.712	14.836	16.052	17.368
1	9.592	10.329	11.136	12.010	12.943	13.955	15.042	16.258	17.574
2	9.714	10.455	11.266	12.144	13.081	14.097	15.188	16.404	17.720
3	9.836	10.581	11.396	12.278	13.219	14.239	15.334	16.550	17.866
4	9.958	10.707	11.526	12.412	13.357	14.381	15.480	16.696	18.012
5	10.080	10.833	11.656	12.546	13.495	14.523	15.626	16.842	18.158
6	10.202	10.959	11.786	12.680	13.633	14.665	15.772	16.988	18.304
7	10.324	11.085	11.916	12.814	13.771	14.807	15.918	17.134	18.450
8	10.446	11.211	12.046	12.948	13.909	14.949	16.064	17.280	18.596
9	10.568	11.337	12.176	13.082	14.047	15.091	16.210	17.426	18.742
10	10.690	11.463	12.306	13.216	14.185	15.233	16.356	17.572	18.888
* Years 11	10.812	11.589	12.436	13.350	14.323	15.375	16.502	17.718	19.034
12	10.934	11.715	12.566	13.484	14.461	15.517	16.648	17.864	19.180
13	11.056	11.841	12.696	13.618	14.599	15.659	16.794	18.010	19.326
14	11.178	11.967	12.826	13.752	14.737	15.801	16.940	18.156	19.472
15	11.300	12.093	12.956	13.886	14.875	15.943	17.086	18.302	19.618
16	11.422	12.219	13.086	14.020	15.013	16.085	17.232	18.448	19.764
17	11.544	12.345	13.216	14.154	15.151	16.227	17.378	18.594	19.910
18	11.666	12.471	13.346	14.288	15.289	16.369	17.524	18.740	20.056
19	11.788	12.597	13.476	14.422	15.427	16.511	17.670	18.886	20.202
20	11.910	12.723	13.606	14.556	15.565	16.653	17.816	19.032	20.348
21	12.032	12.849	13.736	14.690	15.703	16.795	17.962	19.178	20.494
Grid Endpoint 22	12.254	13.075	13.966	14.924	15.941	17.037	18.208	19.424	20.740

*** Full years of seniority as of June 30, 2000**

Appendix 2

PAY SCHEDULE 03: BLUE COLLAR & NON-BUILDING TRADES SENIORITY-BASED TRANSACTION GRID

		July 2, 2000 through October 7, 2000														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grid Point	Minimum	7.219	7.510	7.915	8.312	8.683	9.032	9.414	9.907	10.514	11.374	12.305	13.316	14.408	0.000	0.000
	1	7.436	7.736	8.153	8.562	8.944	9.303	9.697	10.205	10.830	11.716	12.675	13.716	14.841	0.000	0.000
	2	7.585	7.891	8.317	8.734	9.123	9.490	9.892	10.410	11.047	11.951	12.929	13.991	15.138	0.000	0.000
	3	7.824	8.130	8.549	9.021	9.388	9.822	10.215	10.735	11.372	12.256	13.212	14.243	15.385	0.000	0.000
	4	7.914	8.246	8.665	9.158	9.525	9.963	10.357	10.877	11.514	12.404	13.370	14.406	15.559	0.000	0.000
	5	8.003	8.362	8.781	9.294	9.661	10.104	10.498	11.018	11.655	12.550	13.527	14.569	15.732	0.000	0.000
	6	8.090	8.477	8.897	9.431	9.798	10.244	10.640	11.161	11.797	12.697	13.685	14.732	15.905	0.000	0.000
	7	8.179	8.593	9.012	9.568	9.935	10.385	10.783	11.303	11.939	12.845	13.843	14.894	16.079	0.000	0.000
	8	8.267	8.708	9.127	9.704	10.071	10.526	10.924	11.444	12.080	12.992	14.000	15.057	16.252	0.000	0.000
	9	8.356	8.823	9.243	9.841	10.208	10.667	11.066	11.586	12.222	13.139	14.158	15.220	16.425	0.000	0.000
	10	8.443	8.940	9.359	9.977	10.344	10.807	11.208	11.728	12.365	13.285	14.315	15.383	16.598	0.000	0.000
* Years	11	8.532	9.055	9.474	10.114	10.481	10.948	11.350	11.869	12.507	13.433	14.473	15.545	16.772	0.000	0.000
	12	8.621	9.171	9.590	10.251	10.618	11.089	11.491	12.011	12.648	13.580	14.631	15.709	16.945	0.000	0.000
	13	8.708	9.286	9.705	10.387	10.754	11.230	11.633	12.153	12.790	13.727	14.788	15.872	17.118	0.000	0.000
	14	8.797	9.401	9.821	10.524	10.891	11.371	11.775	12.296	12.932	13.875	14.946	16.035	17.292	0.000	0.000
	15	8.885	9.518	9.937	10.660	11.027	11.512	11.917	12.437	13.073	14.021	15.103	16.197	17.465	0.000	0.000
	16	8.973	9.633	10.052	10.797	11.164	11.652	12.059	12.579	13.215	14.168	15.261	16.360	17.638	0.000	0.000
	17	9.061	9.748	10.168	10.934	11.301	11.793	12.201	12.721	13.358	14.315	15.419	16.523	17.812	0.000	0.000
	18	9.150	9.864	10.283	11.070	11.437	11.934	12.342	12.862	13.499	14.463	15.576	16.685	17.985	0.000	0.000
	19	9.238	9.979	10.398	11.207	11.574	12.074	12.484	13.004	13.641	14.610	15.734	16.848	18.158	0.000	0.000
	20	9.326	10.096	10.515	11.343	11.710	12.215	12.626	13.146	13.783	14.756	15.891	17.011	18.331	0.000	0.000
	21	9.415	10.211	10.630	11.480	11.847	12.356	12.768	13.287	13.925	14.904	16.049	17.174	18.505	0.000	0.000
	22	9.502	10.326	10.745	11.617	11.984	12.496	12.909	13.430	14.066	15.051	16.207	17.337	18.679	0.000	0.000
	23	9.591	10.442	10.861	11.753	12.119	12.638	13.052	13.572	14.208	15.198	16.364	17.500	18.852	0.000	0.000
	24	9.679	10.557	10.976	11.890	12.256	12.779	13.194	13.714	14.350	15.345	16.522	17.663	19.026	0.000	0.000

*Full years of seniority as of June 30, 2000.

Appendix 2

PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID

Effective July 2, 2000 through October 7, 2000

		36-06	36-07	36-08	36-09	36-10	36-11	36-12	36-13	36-14
Grid Point	Minimum	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592
	1	8.601	9.279	10.013	10.830	11.716	12.675	13.716	14.841	16.060
	2	8.773	9.465	10.214	11.047	11.951	12.929	13.991	15.138	16.382
	3	9.624	10.037	10.573	11.391	12.425	13.362	14.363	15.418	16.667
	4	9.624	10.337	10.853	11.660	12.758	13.620	14.675	15.644	16.882
	5	9.624	10.648	11.154	11.930	13.027	14.051	14.977	15.871	17.108
	6	9.798	10.780	11.467	12.112	13.200	14.223	15.149	16.150	17.291
	7	9.961	10.912	11.628	12.284	13.383	14.406	15.364	16.365	17.463
	8	10.316	10.970	11.802	12.633	13.556	14.588	15.526	16.537	17.635
	9	10.483	11.103	11.968	12.812	13.929	14.999	15.917	16.827	18.101
	10	10.649	11.237	12.135	12.989	14.105	15.188	16.095	17.005	18.277
* Years	11	10.771	11.370	12.302	13.166	14.281	15.374	16.271	17.182	18.454
	12	10.904	11.503	12.469	13.345	14.481	15.563	16.451	17.359	18.630
	13	11.038	11.647	12.633	13.521	14.668	15.749	16.627	17.537	18.806
	14	11.148	11.792	12.800	13.698	14.855	15.926	16.804	17.714	18.995
	15	11.270	11.936	12.966	13.877	15.044	16.102	16.983	17.892	19.171
	16	11.381	12.079	13.133	14.054	15.220	16.280	17.159	18.069	19.348
	17	11.514	12.224	13.300	14.231	15.419	16.457	17.337	18.247	19.523
	18	11.625	12.369	13.467	14.409	15.607	16.643	17.515	18.424	19.701
	19	11.747	12.512	13.654	14.586	15.795	16.820	17.692	18.601	19.877
	20	11.802	12.655	13.843	14.763	15.981	16.997	17.870	18.779	20.065
	21	11.858	12.800	14.032	14.942	16.180	17.174	18.047	18.957	20.242
Grid Endpoint	22	12.001	12.936	14.221	15.109	16.389	17.372	18.302	19.155	20.418

*** Full years of seniority as of June 30, 2000**

Appendix 2

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

July 2, 2000 through October 7, 2000

	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13
Grid Point																
Minimum	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	18.261	19.750	21.356	22.995	24.757	26.654
1	8.601	9.279	10.013	10.830	11.716	12.675	13.716	14.841	16.060	17.382	18.809	20.343	21.997	23.685	25.500	27.454
2	8.773	9.465	10.214	11.047	11.951	12.929	13.991	15.138	16.382	17.730	19.186	20.750	22.438	24.159	26.011	28.004
3	8.853	9.564	10.327	11.328	12.255	13.348	14.433	15.601	16.867	18.216	19.677	21.321	22.920	24.656	26.243	28.229
4	8.940	9.660	10.434	11.457	12.394	13.530	14.624	15.803	17.080	18.434	19.900	21.547	23.151	24.897	26.494	28.489
5	9.024	9.755	10.542	11.587	12.535	13.710	14.816	16.007	17.293	18.655	20.126	21.774	23.384	25.140	26.745	28.751
6	9.110	9.851	10.648	11.717	12.676	13.891	15.008	16.209	17.507	18.872	20.349	22.000	23.615	25.383	26.995	29.013
7	9.196	9.948	10.754	11.845	12.815	14.071	15.199	16.410	17.720	19.092	20.573	22.227	23.845	25.624	27.245	29.272
8	9.280	10.043	10.861	11.974	12.955	14.254	15.391	16.614	17.934	19.309	20.796	22.452	24.078	25.867	27.496	29.534
9	9.366	10.139	10.967	12.104	13.096	14.434	15.583	16.816	18.146	19.528	21.022	22.678	24.308	26.110	27.747	29.795
10	9.450	10.236	11.074	12.233	13.235	14.615	15.775	17.017	18.360	19.747	21.244	22.906	24.541	26.351	27.997	30.057
* Years																
11	9.536	10.330	11.180	12.363	13.375	14.795	15.965	17.221	18.572	19.966	21.469	23.131	24.773	26.594	28.247	30.318
12	9.623	10.427	11.287	12.491	13.515	14.977	16.158	17.423	18.787	20.184	21.692	23.357	25.004	26.836	28.498	30.578
13	9.706	10.524	11.393	12.621	13.654	15.158	16.350	17.627	18.999	20.403	21.917	23.582	25.235	27.078	28.749	30.840
14	9.793	10.619	11.500	12.750	13.794	15.338	16.541	17.829	19.212	20.621	22.140	23.810	25.466	27.321	29.000	31.100
15	9.876	10.715	11.607	12.880	13.934	15.520	16.733	18.031	19.425	20.840	22.365	24.036	25.699	27.563	29.248	31.361
16	9.963	10.810	11.713	13.008	14.074	15.700	16.925	18.235	19.638	21.058	22.590	24.261	25.930	27.805	29.500	31.623
17	10.047	10.906	11.820	13.138	14.214	15.882	17.116	18.435	19.852	21.278	22.813	24.489	26.162	28.047	29.751	31.883
18	10.133	11.003	11.927	13.267	14.355	16.062	17.308	18.638	20.065	21.497	23.037	24.714	26.394	28.290	30.000	32.144
19	10.219	11.099	12.033	13.398	14.495	16.244	17.500	18.841	20.279	21.715	23.261	24.941	26.624	28.533	30.251	32.405
20	10.304	11.195	12.140	13.526	14.635	16.424	17.692	19.043	20.492	21.933	23.486	25.166	26.857	28.775	30.502	32.667
21	10.389	11.290	12.247	13.654	14.775	16.606	17.883	19.246	20.706	22.152	23.709	25.393	27.087	29.018	30.752	32.929
Grid Endpoint																
22	10.474	11.386	12.353	13.784	14.915	16.786	18.076	19.449	20.919	22.370	23.934	25.619	27.320	29.259	31.002	33.189

* Full years of seniority as of June 30, 2000

Appendix 2

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY SENIORITY-BASED TRANSACTION GRID

July 2, 2000 through October 7, 2000

	05-05	05-06	05-07	05-08	05-09	05-10	05-11	05-12	05-13	05-14	05-15	05-16	Officer Ranges			
													05-30	05-31	05-32	
Grid Point																
Minimum	7.520	8.107	8.745	9.437	10.207	11.041	11.946	12.928	13.988	15.138	16.383	17.040	11.041	na	12.146	
PSICM	7.746	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	17.553	11.374	na	12.512	
1	7.979	8.601	9.279	10.013	10.830	11.716	12.675	13.716	14.841	16.060	17.382	18.080	11.716	na	12.888	
2	8.139	8.773	9.465	10.214	11.047	11.951	12.929	13.991	15.138	16.382	17.730	18.443	11.951	13.991	15.391	
3	8.919	9.608	9.828	10.572	11.391	12.435	13.371	14.380	15.441	16.699	17.808	18.859	12.435	14.380	15.818	
4	8.919	9.608	10.123	10.856	11.666	12.774	13.634	14.698	15.672	16.919	17.942	18.993	12.774	14.698	16.168	
5	8.919	9.608	10.430	11.151	11.939	13.035	14.069	15.003	15.901	17.150	18.170	19.220	13.035	15.003	16.504	
6	9.083	9.784	10.561	11.316	12.114	13.209	14.243	15.179	16.075	17.324	18.354	19.405	13.209	15.179	16.697	
7	9.249	9.948	10.692	11.480	12.289	13.394	14.428	15.355	16.251	17.498	18.527	19.578	13.394	15.355	16.891	
8	9.478	10.177	10.824	11.645	12.465	13.568	14.607	15.529	16.427	17.672	18.700	19.751	13.568	15.529	17.082	
9	9.641	10.342	10.955	11.807	12.640	13.742	14.799	15.704	16.602	17.858	18.885	19.935	13.742	15.704	17.275	
10	9.816	10.505	11.087	11.972	12.814	13.916	14.984	15.880	16.777	18.033	19.058	20.108	13.916	15.880	17.468	
* Years																
11	9.926	10.626	11.217	12.137	12.990	14.091	15.168	16.054	16.951	18.207	19.232	20.282	14.091	16.054	17.660	
12	10.057	10.758	11.349	12.302	13.166	14.287	15.355	16.229	17.127	18.380	19.405	20.455	14.287	16.229	17.852	
13	10.200	10.890	11.490	12.465	13.340	14.471	15.538	16.404	17.302	18.555	19.567	20.618	14.471	16.404	18.045	
14	10.309	10.999	11.633	12.629	13.516	14.656	15.713	16.579	17.477	18.739	19.763	20.814	14.656	16.579	18.237	
15	10.418	11.119	11.775	12.793	13.690	14.842	15.887	16.754	17.653	18.914	19.936	20.987	14.842	16.754	18.430	
16	10.527	11.229	11.918	12.958	13.865	15.016	16.061	16.930	17.828	19.088	20.109	21.160	15.016	16.930	18.623	
17	10.671	11.359	12.060	13.121	14.041	15.213	16.236	17.105	18.002	19.261	20.283	21.334	15.213	17.105	18.816	
18	10.780	11.470	12.203	13.285	14.216	15.398	16.420	17.279	18.178	19.436	20.456	21.507	15.398	17.279	19.007	
19	10.890	11.589	12.344	13.471	14.391	15.582	16.594	17.455	18.352	19.611	20.640	21.690	15.582	17.455	19.201	
20	10.943	11.645	12.486	13.657	14.566	15.768	16.769	17.630	18.527	19.796	20.824	21.875	15.768	17.630	19.393	
21	10.999	11.698	12.629	13.844	14.741	15.962	16.943	17.804	18.703	19.971	20.997	22.048	15.962	17.804	19.585	
Endpoint																
22	11.151	11.840	12.762	14.030	14.907	16.169	17.140	18.056	18.899	20.145	21.170	22.221	16.169	18.056	19.862	

*** Full years of seniority as of June 30, 2000**

Appendix 2

PAY SCHEDULE 06: TECHNICAL SENIORITY-BASED TRANSACTION GRID

Effective July 2, 2000 through October 7, 2000

	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Grid Point															
Minimum	8.312	8.683	9.032	9.414	9.907	10.105	10.931	11.827	12.799	13.848	14.987	16.218	17.553	18.998	20.562
1	8.562	8.944	9.303	9.697	10.205	10.409	11.259	12.182	13.183	14.264	15.437	16.705	18.080	19.525	21.089
2	8.734	9.123	9.490	9.892	10.410	10.618	11.485	12.426	13.447	14.549	15.746	17.040	18.443	19.888	21.452
3	8.959	9.329	9.760	10.155	10.675	10.945	11.813	12.777	13.829	14.967	16.204	17.544	18.998	20.443	22.007
4	9.064	9.471	9.902	10.296	10.828	11.103	11.975	12.954	14.025	15.186	16.445	17.813	19.293	20.738	22.302
5	9.170	9.612	10.044	10.439	10.979	11.260	12.138	13.130	14.222	15.402	16.684	18.080	19.588	21.033	22.597
6	9.275	9.755	10.185	10.581	11.132	11.418	12.301	13.308	14.417	15.619	16.926	18.348	19.885	21.330	22.894
7	9.380	9.897	10.327	10.723	11.284	11.576	12.462	13.485	14.614	15.838	17.166	18.614	20.181	21.626	23.190
8	9.485	10.039	10.469	10.864	11.437	11.733	12.625	13.662	14.810	16.055	17.407	18.881	20.476	21.921	23.485
9	9.590	10.180	10.611	11.006	11.589	11.891	12.787	13.839	15.006	16.271	17.647	19.148	20.773	22.218	23.782
10	9.695	10.322	10.753	11.148	11.741	12.048	12.950	14.015	15.202	16.489	17.889	19.416	21.069	22.514	24.078
* Years 11	9.800	10.464	10.895	11.289	11.894	12.206	13.110	14.193	15.398	16.707	18.130	19.683	21.364	22.809	24.373
12	9.905	10.605	11.037	11.431	12.046	12.364	13.273	14.369	15.594	16.924	18.371	19.951	21.660	23.105	24.669
13	10.010	10.748	11.178	11.574	12.199	12.521	13.435	14.546	15.790	17.142	18.611	20.216	21.956	23.401	24.965
14	10.115	10.890	11.320	11.715	12.351	12.679	13.598	14.723	15.986	17.359	18.851	20.483	22.252	23.697	25.261
15	10.220	11.031	11.462	11.857	12.503	12.836	13.759	14.900	16.184	17.575	19.093	20.752	22.548	23.993	25.557
16	10.325	11.173	11.603	11.999	12.655	12.994	13.923	15.077	16.380	17.794	19.334	21.019	22.843	24.288	25.852
17	10.430	11.315	11.746	12.141	12.808	13.152	14.085	15.255	16.575	18.011	19.573	21.286	23.138	24.583	26.147
18	10.535	11.457	11.888	12.282	12.960	13.309	14.247	15.432	16.772	18.227	19.815	21.552	23.435	24.880	26.444
19	10.640	11.598	12.029	12.424	13.112	13.467	14.409	15.609	16.967	18.446	20.055	21.820	23.731	25.176	26.740
20	10.745	11.740	12.171	12.566	13.265	13.624	14.572	15.786	17.163	18.663	20.296	22.087	24.026	25.471	27.035
21	10.851	11.883	12.313	12.708	13.417	13.782	14.733	15.962	17.360	18.880	20.536	22.355	24.322	25.767	27.331
22	10.956	12.024	12.455	12.850	13.570	13.939	14.895	16.141	17.556	19.098	20.777	22.621	24.617	26.062	27.626
23	11.061	12.166	12.596	12.992	13.722	14.097	15.057	16.317	17.752	19.315	21.018	22.889	24.914	26.359	27.923
24	11.166	12.308	12.739	13.133	13.875	14.255	15.220	16.494	17.947	19.531	21.259	23.155	25.210	26.656	28.220
Grid End Point 25	11.271	12.449	12.881	13.275	14.026	14.412	15.381	16.671	18.144	19.749	21.499	23.423	25.505	26.952	28.517

* Years of Seniority as of June 30, 2000

Appendix 3

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY - BASED GRID

Effective October 8, 2000 through June 30, 2001

	7	8	9	10	11	12	13	14	15
Grid Point									
Minimum	9.340	10.080	10.903	11.793	12.760	13.808	14.940	16.165	17.490
1	9.660	10.401	11.214	12.095	13.034	14.053	15.147	16.372	17.697
2	9.783	10.528	11.345	12.230	13.173	14.196	15.294	16.519	17.844
3	9.906	10.655	11.476	12.364	13.312	14.339	15.442	16.666	17.991
4	10.028	10.782	11.607	12.499	13.451	14.482	15.589	16.813	18.138
5	10.151	10.909	11.738	12.634	13.590	14.625	15.736	16.960	18.285
6	10.274	11.036	11.869	12.769	13.729	14.768	15.883	17.107	18.432
7	10.397	11.163	12.000	12.904	13.868	14.911	16.030	17.254	18.579
8	10.520	11.290	12.131	13.039	14.007	15.054	16.177	17.401	18.726
9	10.643	11.416	12.261	13.174	14.146	15.197	16.324	17.548	18.873
10	10.766	11.543	12.392	13.309	14.285	15.340	16.471	17.695	19.020
* Years 11	10.888	11.670	12.523	13.444	14.424	15.483	16.618	17.842	19.167
12	11.011	11.797	12.654	13.579	14.563	15.626	16.765	17.989	19.314
13	11.134	11.924	12.785	13.714	14.702	15.769	16.912	18.136	19.462
14	11.257	12.051	12.916	13.849	14.841	15.912	17.059	18.283	19.609
15	11.380	12.178	13.047	13.984	14.980	16.055	17.206	18.430	19.756
16	11.503	12.305	13.178	14.119	15.119	16.198	17.353	18.577	19.903
17	11.626	12.431	13.309	14.254	15.258	16.341	17.500	18.725	20.050
18	11.748	12.558	13.440	14.389	15.397	16.484	17.647	18.872	20.197
19	11.871	12.685	13.571	14.523	15.536	16.627	17.794	19.019	20.344
20	11.994	12.812	13.701	14.658	15.675	16.770	17.941	19.166	20.491
21	12.117	12.939	13.832	14.793	15.814	16.913	18.088	19.313	20.638
Grid Endpoint 22	12.341	13.167	14.064	15.029	16.053	17.156	18.336	19.560	20.885

*** Full years of seniority as of June 30, 2000**

Appendix 3

PAY SCHEDULE 03: BLUE COLLAR & NON-BUILDING TRADES SENIORITY-BASED TRANSACTION GRID

		October 8, 2000 through June 30, 2001														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grid Point	Minimum	7.219	7.510	7.915	8.312	8.683	9.032	9.414	9.907	10.514	11.374	12.305	13.316	14.408	15.590	16.869
	1	7.489	7.791	8.211	8.622	9.007	9.369	9.765	10.277	10.906	11.799	12.764	13.813	14.945	16.136	17.424
	2	7.639	7.947	8.376	8.796	9.187	9.557	9.962	10.483	11.125	12.035	13.020	14.089	15.244	16.435	17.723
	3	7.879	8.187	8.609	9.085	9.454	9.891	10.287	10.811	11.452	12.342	13.305	14.343	15.493	16.683	17.971
	4	7.970	8.304	8.726	9.223	9.592	10.033	10.430	10.954	11.595	12.491	13.464	14.507	15.668	16.859	18.147
	5	8.060	8.421	8.843	9.360	9.729	10.175	10.572	11.096	11.737	12.638	13.622	14.671	15.843	17.033	18.321
	6	8.147	8.537	8.960	9.498	9.867	10.316	10.715	11.240	11.880	12.786	13.781	14.836	16.017	17.207	18.495
	7	8.237	8.654	9.076	9.635	10.005	10.458	10.859	11.383	12.023	12.935	13.940	14.999	16.192	17.382	18.670
	8	8.325	8.769	9.191	9.772	10.142	10.600	11.001	11.525	12.165	13.083	14.098	15.163	16.366	17.557	18.844
	9	8.415	8.885	9.308	9.910	10.280	10.742	11.144	11.668	12.308	13.231	14.258	15.327	16.540	17.731	19.019
	10	8.503	9.003	9.425	10.047	10.417	10.883	11.287	11.811	12.452	13.378	14.416	15.491	16.715	17.905	19.193
* Years	11	8.592	9.119	9.541	10.185	10.555	11.025	11.430	11.953	12.595	13.528	14.575	15.654	16.890	18.080	19.368
	12	8.682	9.236	9.658	10.323	10.693	11.167	11.572	12.096	12.737	13.676	14.734	15.819	17.064	18.254	19.542
	13	8.769	9.352	9.773	10.460	10.830	11.309	11.715	12.239	12.880	13.824	14.892	15.984	17.238	18.429	19.717
	14	8.859	9.467	9.890	10.598	10.968	11.451	11.858	12.383	13.023	13.973	15.051	16.148	17.414	18.604	19.892
	15	8.948	9.585	10.007	10.735	11.105	11.593	12.001	12.525	13.165	14.120	15.209	16.311	17.588	18.778	20.066
	16	9.036	9.701	10.123	10.873	11.243	11.734	12.144	12.668	13.308	14.268	15.368	16.475	17.762	18.952	20.240
	17	9.125	9.817	10.240	11.011	11.381	11.876	12.287	12.811	13.452	14.416	15.527	16.639	17.937	19.127	20.415
	18	9.215	9.934	10.355	11.148	11.518	12.018	12.429	12.953	13.594	14.565	15.686	16.802	18.111	19.302	20.590
	19	9.303	10.049	10.471	11.286	11.656	12.159	12.572	13.096	13.737	14.713	15.845	16.966	18.286	19.476	20.764
	20	9.392	10.167	10.589	11.423	11.792	12.301	12.715	13.239	13.880	14.860	16.003	17.131	18.460	19.650	20.938
	21	9.481	10.283	10.705	11.561	11.930	12.443	12.858	13.381	14.023	15.009	16.162	17.295	18.635	19.825	21.113
	22	9.569	10.399	10.821	11.699	12.068	12.584	13.000	13.525	14.165	15.157	16.321	17.459	18.810	20.001	21.288
	23	9.659	10.516	10.938	11.836	12.204	12.727	13.144	13.668	14.308	15.305	16.479	17.623	18.984	20.176	21.464
	24	9.747	10.631	11.053	11.974	12.342	12.869	13.287	13.810	14.451	15.453	16.638	17.787	19.160	20.351	21.639

*Full years of seniority as of June 30, 2000.

Appendix 3

PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID

Effective October 8, 2000 through June 30, 2001

		36-06	36-07	36-08	36-09	36-10	36-11	36-12	36-13	36-14
Grid Point	Minimum	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592
	1	8.662	9.344	10.084	10.906	11.799	12.764	13.813	14.945	16.173
	2	8.835	9.532	10.286	11.125	12.035	13.020	14.089	15.244	16.497
	3	9.692	10.108	10.648	11.471	12.512	13.456	14.464	15.526	16.784
	4	9.692	10.410	10.929	11.742	12.848	13.716	14.778	15.754	17.001
	5	9.692	10.723	11.233	12.014	13.119	14.150	15.082	15.983	17.228
	6	9.867	10.856	11.548	12.197	13.293	14.323	15.256	16.264	17.413
	7	10.031	10.989	11.710	12.370	13.477	14.507	15.472	16.480	17.586
	8	10.389	11.047	11.885	12.722	13.651	14.691	15.635	16.653	17.759
	9	10.557	11.181	12.052	12.902	14.027	15.104	16.029	16.945	18.228
	10	10.724	11.316	12.220	13.080	14.204	15.295	16.208	17.125	18.405
* Years	11	10.847	11.450	12.389	13.259	14.381	15.482	16.385	17.303	18.584
	12	10.981	11.584	12.557	13.439	14.583	15.672	16.567	17.481	18.761
	13	11.116	11.729	12.722	13.616	14.771	15.860	16.744	17.660	18.938
	14	11.227	11.875	12.890	13.794	14.959	16.038	16.922	17.838	19.128
	15	11.349	12.020	13.057	13.975	15.150	16.215	17.102	18.018	19.306
	16	11.461	12.164	13.225	14.153	15.327	16.394	17.280	18.196	19.484
	17	11.595	12.310	13.394	14.331	15.527	16.573	17.459	18.375	19.660
	18	11.707	12.456	13.562	14.510	15.717	16.760	17.638	18.553	19.839
	19	11.830	12.600	13.750	14.689	15.906	16.938	17.816	18.732	20.017
	20	11.885	12.744	13.940	14.867	16.093	17.116	17.996	18.911	20.206
	21	11.942	12.890	14.131	15.047	16.294	17.295	18.174	19.090	20.384
Grid Endpoint	22	12.086	13.027	14.321	15.215	16.504	17.494	18.431	19.290	20.561

*** Full years of seniority as of June 30, 2000**

Appendix 3

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

October 8, 2000 through June 30, 2001

	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13
Grid Point																
Minimum	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	18.261	19.750	21.356	22.995	24.757	26.654
1	8.662	9.344	10.084	10.906	11.799	12.764	13.813	14.945	16.173	17.504	18.941	20.486	22.151	23.851	25.679	27.647
2	8.835	9.532	10.286	11.125	12.035	13.020	14.089	15.244	16.497	17.855	19.321	20.896	22.596	24.329	26.194	28.201
3	8.915	9.631	10.400	11.408	12.341	13.442	14.535	15.711	16.986	18.344	19.815	21.471	23.081	24.829	26.427	28.427
4	9.003	9.728	10.508	11.538	12.481	13.625	14.727	15.914	17.200	18.564	20.040	21.698	23.314	25.072	26.680	28.689
5	9.088	9.824	10.616	11.669	12.623	13.806	14.920	16.120	17.415	18.786	20.267	21.927	23.548	25.316	26.933	28.953
6	9.174	9.920	10.723	11.800	12.765	13.989	15.114	16.323	17.630	19.005	20.492	22.154	23.781	25.561	27.184	29.217
7	9.261	10.018	10.830	11.928	12.905	14.170	15.306	16.525	17.845	19.226	20.718	22.383	24.012	25.804	27.436	29.477
8	9.345	10.114	10.938	12.058	13.046	14.354	15.499	16.731	18.060	19.445	20.942	22.610	24.247	26.049	27.689	29.741
9	9.432	10.210	11.044	12.189	13.188	14.536	15.693	16.934	18.274	19.665	21.170	22.837	24.479	26.293	27.942	30.004
10	9.517	10.308	11.152	12.319	13.328	14.718	15.886	17.137	18.489	19.886	21.393	23.067	24.713	26.536	28.193	30.268
* Years																
11	9.603	10.403	11.259	12.450	13.469	14.899	16.077	17.342	18.703	20.106	21.620	23.293	24.947	26.781	28.445	30.531
12	9.691	10.500	11.367	12.579	13.610	15.082	16.272	17.545	18.919	20.326	21.844	23.521	25.180	27.024	28.698	30.793
13	9.774	10.598	11.473	12.710	13.750	15.265	16.465	17.751	19.132	20.546	22.071	23.748	25.412	27.268	28.951	31.056
14	9.862	10.694	11.581	12.840	13.891	15.446	16.657	17.954	19.347	20.766	22.295	23.977	25.645	27.513	29.203	31.318
15	9.946	10.791	11.689	12.971	14.032	15.629	16.851	18.158	19.561	20.986	22.522	24.205	25.879	27.756	29.453	31.581
16	10.033	10.886	11.795	13.100	14.173	15.810	17.044	18.363	19.776	21.206	22.749	24.431	26.112	28.000	29.707	31.845
17	10.118	10.983	11.903	13.230	14.314	15.994	17.236	18.565	19.991	21.427	22.973	24.661	26.346	28.244	29.960	32.107
18	10.204	11.081	12.011	13.360	14.456	16.175	17.430	18.769	20.206	21.648	23.199	24.887	26.579	28.489	30.210	32.370
19	10.291	11.177	12.118	13.492	14.597	16.358	17.623	18.973	20.421	21.868	23.424	25.116	26.811	28.733	30.463	32.632
20	10.377	11.274	12.225	13.621	14.738	16.539	17.816	19.177	20.636	22.087	23.651	25.343	27.045	28.977	30.716	32.896
21	10.462	11.370	12.333	13.750	14.879	16.723	18.009	19.381	20.851	22.308	23.875	25.571	27.277	29.222	30.968	33.160
Grid Endpoint																
22	10.548	11.466	12.440	13.881	15.020	16.904	18.203	19.586	21.066	22.527	24.102	25.799	27.512	29.464	31.220	33.422

* Full years of seniority as of June 30, 2000

Appendix 3

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY SENIORITY-BASED TRANSACTION GRID

October 8, 2000 through June 30, 2001

	05-05	05-06	05-07	05-08	05-09	05-10	05-11	05-12	05-13	05-14	05-15	05-16	Officer Ranges			
													05-30	05-31	05-32	
Grid Point																
Minimum	7.520	8.107	8.745	9.437	10.207	11.041	11.946	12.928	13.988	15.138	16.383	17.040	11.041	na	12.146	
PSICM	7.746	8.350	9.008	9.721	10.514	11.374	12.305	13.316	14.408	15.592	16.875	17.553	11.374	na	12.512	
1	8.035	8.662	9.344	10.084	10.906	11.799	12.764	13.813	14.945	16.173	17.504	18.207	11.799	na	12.979	
2	8.196	8.835	9.532	10.286	11.125	12.035	13.020	14.089	15.244	16.497	17.855	18.573	12.035	14.089	15.498	
3	8.982	9.676	9.897	10.647	11.471	12.523	13.465	14.481	15.550	16.816	17.933	18.992	12.523	14.481	15.930	
4	8.982	9.676	10.194	10.932	11.748	12.864	13.730	14.801	15.782	17.038	18.068	19.126	12.864	14.801	16.282	
5	8.982	9.676	10.504	11.230	12.023	13.127	14.168	15.109	16.013	17.271	18.298	19.355	13.127	15.109	16.620	
6	9.147	9.853	10.635	11.396	12.199	13.302	14.343	15.286	16.188	17.446	18.483	19.541	13.302	15.286	16.815	
7	9.314	10.018	10.767	11.561	12.376	13.488	14.529	15.463	16.365	17.621	18.657	19.716	13.488	15.463	17.010	
8	9.545	10.249	10.900	11.727	12.553	13.663	14.710	15.638	16.542	17.796	18.831	19.890	13.663	15.638	17.202	
9	9.709	10.415	11.032	11.890	12.729	13.839	14.903	15.814	16.719	17.984	19.018	20.075	13.839	15.814	17.396	
10	9.885	10.579	11.165	12.056	12.904	14.014	15.089	15.992	16.895	18.160	19.192	20.249	14.014	15.992	17.592	
* Years																
11	9.996	10.701	11.296	12.222	13.081	14.190	15.275	16.167	17.070	18.335	19.367	20.424	14.190	16.167	17.784	
12	10.128	10.834	11.429	12.389	13.259	14.388	15.463	16.343	17.247	18.509	19.541	20.599	14.388	16.343	17.978	
13	10.272	10.967	11.571	12.553	13.434	14.573	15.647	16.519	17.424	18.685	19.704	20.763	14.573	16.519	18.171	
14	10.382	11.076	11.715	12.718	13.611	14.759	15.823	16.696	17.600	18.871	19.902	20.960	14.759	16.696	18.366	
15	10.491	11.197	11.858	12.883	13.786	14.946	15.999	16.872	17.777	19.047	20.076	21.134	14.946	16.872	18.560	
16	10.601	11.308	12.002	13.049	13.963	15.122	16.174	17.049	17.953	19.222	20.250	21.309	15.122	17.049	18.754	
17	10.746	11.439	12.145	13.213	14.140	15.320	16.350	17.225	18.129	19.396	20.425	21.484	15.320	17.225	18.948	
18	10.856	11.551	12.289	13.378	14.316	15.506	16.535	17.400	18.306	19.573	20.600	21.658	15.506	17.400	19.140	
19	10.967	11.671	12.431	13.566	14.492	15.692	16.711	17.578	18.481	19.749	20.785	21.842	15.692	17.578	19.336	
20	11.020	11.727	12.574	13.753	14.668	15.879	16.887	17.754	18.657	19.935	20.970	22.029	15.879	17.754	19.530	
21	11.076	11.780	12.718	13.941	14.845	16.074	17.062	17.929	18.834	20.111	21.144	22.203	16.074	17.929	19.722	
Endpoint																
22	11.230	11.923	12.852	14.129	15.012	16.283	17.260	18.183	19.032	20.287	21.319	22.377	16.283	18.183	20.002	

* Full years of seniority as of June 30, 2000

Appendix 3

PAY SCHEDULE 06: TECHNICAL SENIORITY-BASED TRANSACTION GRID

Effective October 8, 2000 through June 30, 2001

	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Grid Point															
Minimum	8.312	8.683	9.032	9.414	9.907	10.105	10.931	11.827	12.799	13.848	14.987	16.218	17.553	18.998	20.562
1	8.622	9.007	9.369	9.765	10.277	10.482	11.338	12.268	13.276	14.364	15.546	16.822	18.207	19.662	21.237
2	8.796	9.187	9.557	9.962	10.483	10.693	11.566	12.513	13.542	14.651	15.857	17.160	18.573	20.028	21.603
3	9.022	9.395	9.829	10.227	10.750	11.022	11.896	12.867	13.926	15.072	16.318	17.667	19.131	20.587	22.162
4	9.128	9.538	9.972	10.369	10.904	11.181	12.059	13.045	14.124	15.293	16.561	17.938	19.429	20.884	22.459
5	9.235	9.680	10.115	10.513	11.056	11.339	12.223	13.222	14.322	15.510	16.801	18.207	19.726	21.181	22.756
6	9.340	9.824	10.257	10.656	11.210	11.498	12.388	13.402	14.518	15.729	17.045	18.477	20.025	21.480	23.055
7	9.446	9.967	10.400	10.799	11.363	11.658	12.550	13.580	14.717	15.949	17.287	18.745	20.323	21.778	23.353
8	9.552	10.110	10.543	10.941	11.518	11.816	12.714	13.758	14.914	16.168	17.529	19.014	20.620	22.075	23.650
9	9.658	10.252	10.686	11.084	11.671	11.975	12.877	13.936	15.112	16.385	17.771	19.283	20.919	22.374	23.949
10	9.763	10.395	10.829	11.227	11.824	12.133	13.041	14.114	15.309	16.605	18.015	19.552	21.217	22.672	24.247
* Years 11	9.869	10.538	10.972	11.369	11.978	12.292	13.202	14.293	15.506	16.824	18.257	19.821	21.514	22.969	24.544
12	9.975	10.680	11.115	11.512	12.131	12.451	13.366	14.470	15.704	17.043	18.500	20.091	21.812	23.267	24.842
13	10.081	10.824	11.257	11.656	12.285	12.609	13.530	14.648	15.901	17.262	18.742	20.358	22.110	23.565	25.140
14	10.186	10.967	11.400	11.798	12.438	12.768	13.694	14.827	16.098	17.481	18.983	20.627	22.408	23.863	25.438
15	10.292	11.109	11.543	11.940	12.591	12.926	13.856	15.005	16.298	17.699	19.227	20.898	22.706	24.161	25.736
16	10.398	11.252	11.685	12.083	12.744	13.085	14.021	15.183	16.495	17.919	19.470	21.167	23.003	24.459	26.033
17	10.504	11.395	11.829	12.226	12.898	13.245	14.184	15.362	16.692	18.138	19.711	21.436	23.300	24.756	26.331
18	10.609	11.538	11.972	12.368	13.051	13.403	14.347	15.541	16.890	18.355	19.954	21.703	23.600	25.055	26.630
19	10.715	11.680	12.114	12.511	13.204	13.562	14.510	15.719	17.086	18.576	20.196	21.973	23.898	25.353	26.928
20	10.821	11.823	12.257	12.654	13.358	13.720	14.675	15.897	17.284	18.794	20.439	22.242	24.195	25.650	27.225
21	10.927	11.967	12.400	12.797	13.511	13.879	14.837	16.074	17.482	19.013	20.680	22.512	24.493	25.948	27.523
22	11.033	12.109	12.543	12.940	13.665	14.037	15.000	16.254	17.679	19.232	20.923	22.780	24.790	26.245	27.820
23	11.139	12.252	12.685	13.083	13.819	14.196	15.163	16.432	17.877	19.451	21.166	23.050	25.089	26.544	28.119
24	11.245	12.395	12.829	13.225	13.973	14.355	15.327	16.610	18.073	19.668	21.408	23.318	25.387	26.843	28.418
Grid End Point 25	11.350	12.537	12.972	13.368	14.125	14.513	15.489	16.788	18.272	19.888	21.650	23.587	25.684	27.141	28.717

* Years of Seniority as of June 30, 2000

Appendix 4

PAY SCHEDULE 36: LAW ENFORCEMENT - SWORN OFFICER STRUCTURE

Law Enforcement - Police Officer, State Patrol Trooper, State Patrol Inspector

May 21, 2000 - July 1, 2000		July 2, 2000 - July 29, 2000		July 30, 2000 - October 7, 2000		October 8, 2000 - June 30, 2001	
0	14.983	0	14.983	0	16.080	0	16.080
1	15.488	1	15.566	1	16.080	1	16.193
2	15.993	2	16.073	2	16.080	2	16.193
3	16.498	3	16.581	3	17.286	3	17.408
4	17.003	4	17.089	4	17.286	4	17.408
5	17.508	5	17.596	5	18.492	5	18.622
6	18.013	6	18.104	6	18.492	6	18.622
7	18.518	7	18.611	7	19.698	7	19.836
8	19.023	8	19.119	8	19.698	8	19.836
9	19.528	9	19.626	9	21.507	9	21.658
10	20.033	10	20.134	10	21.507	10	21.658
				11	23.618	11	23.784
Grid step	0.505						
Placement based on seniority as of January 2, 2000.		Placement based on seniority as of June 30, 2000.		Placement based on seniority as of July 30, 2000			

Law Enforcement - Detectives

May 21, 2000 - July 1, 2000		July 2, 2000 - July 29, 2000		July 30, 2000 - October 7, 2000		October 8, 2000 - June 30, 2001	
0	17.553	0	17.553	0	18.080	0	18.080
1	18.893	1	18.988	1	19.460	1	19.597
2	20.233	2	20.335	2	20.840	2	20.986
3	21.573	3	21.681	3	22.221	3	22.377
4	22.913	4	23.028	4	23.601	4	23.767
5	24.253	5	24.375	5	24.981	5	25.156
Grid step	1.340						
Placement based on seniority as of January 2, 2000.		Placement based on seniority as of June 30, 2000.		Placement based on seniority as of July 30, 2000			

Appendix 4

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY SENIORITY-BASED WARDEN GRID

Conservation Warden			Safety Specialist Warden, Special Investigative Warden, Environmental Warden		
May 21, 2000 - July 1, 2000 (1)	July 2, 2000 - October 7, 2000 (2)	October 8, 2000 - June 30, 2001 (3)	May 21, 2000 - July 1, 2000 (1)	July 2, 2000 - October 7, 2000 (2)	October 8, 2000 - June 30, 2001 (3)
0 16.000	0 16.000	0 16.000	0 17.553	0 17.553	0 17.553
1 16.430	1 16.729	1 16.847	1 18.253	1 18.345	1 18.474
2 16.860	2 17.377	2 17.499	2 18.953	2 19.048	2 19.182
3 17.290	3 18.025	3 18.152	3 19.653	3 19.752	3 19.891
4 17.720	4 18.673	4 18.804	4 20.353	4 20.455	4 20.599
5 18.150	5 19.322	5 19.458	5 21.053	5 21.159	5 21.308
6 18.580	6 19.970	6 20.110	6 21.753	6 21.862	6 22.016
7 19.010	7 20.618	7 20.763	7 22.453	7 22.566	7 22.724
8 19.440	8 21.278	8 21.427	8 23.153	8 23.269	8 23.432
9 19.870					
10 20.300			\$0.700		
11 20.730					
12 21.160					
\$0.430					

- (1) Placement based on seniority as of April 9, 2000.
- (2) Placement based on seniority as of June 30, 2000.
- (3) Placement based on seniority as of June 30, 2000.

Appendix 4

PAY SCHEDULE 06-25 (Pilot)

<u>May 21, 2000 through July 1, 2000</u>		<u>July 2, 2000 through October 7, 2000</u>		<u>October 8, 2000 through June 30, 2001</u>	
<u>Minimum</u>	\$18.150	<u>Minimum</u>	\$18.695	<u>Minimum</u>	\$18.695
<u>PSICM</u>	\$18.695	1	19.256	1	19.391
1	\$19.273	2	19.852	2	19.991
2	\$19.851	3	20.447	3	20.591
3	\$20.429	4	21.042	4	21.190
4	\$21.007	5	21.638	5	21.790
5	\$21.585	6	22.233	6	22.389
6	\$22.163	7	22.828	7	22.988
7	\$22.741	8	23.424	8	23.588
8	\$23.319	9	24.019	9	24.188
9	\$23.897	10	24.614	10	24.787
10	\$24.500				
June 30, 1999 Seniority		June 30, 2000 Seniority		June 30, 2000 Seniority	

APPENDIX 5
1999-2001 AGREEMENT
PERSONNEL TRANSACTION PAY ADJUSTMENTS

All personnel transaction pay adjustments for employees moving to, between, or within positions allocated to classifications in any of the WSEU bargaining units will be determined in accordance with the following provisions. The changes to these provisions will be effective the day of the FY 1999-2001 wage adjustments provided in Article XII of this Agreement.

A. DEFINITIONS. The definitions set forth in the rules (ss. ER 1.02 and ER MRS. 1.02, Wis. Adm. Code) will be used in determining all personnel transactions with the following exceptions/additions:

1. For pay schedules included in this Agreement, “higher pay range” means the pay range with the grid endpoint rate that has the greater dollar value, when comparing pay ranges not designated as counterparts. (Replaces definition for "higher pay range" in ss. ER 1.02 (13) and ER MRS. 1.02(9), Wis. Adm. Code)

2. For pay schedules included in this Agreement, “lower pay range” means the pay range with the grid endpoint rate that has the lesser dollar value, when comparing pay ranges not designated as counterparts. (Replaces definition for "lower pay range" in ss. ER 1.02(19) and ER MRS. 1.02(16), Wis. Adm. Code)

3. For pay schedules included in this Agreement, “same pay range” means a pay range with a grid endpoint rate that has the same dollar value, when comparing pay ranges not designated as counterparts. (Supplementary definition)

4. For pay schedules included in this Agreement, “pay range maximum” means the grid endpoint of a pay range. (Supplementary definition)

5. “Grid rate” means the rate of pay associated with a grid point in a pay range. (Supplementary definition)

6. a. “Grid seniority” means an employee's or former employee's full years of seniority on the date used to determine seniority level for purposes of implementing the most current grid for the applicable pay schedule. (Supplementary definition)

b. (SPS, LE) Where an employee is rehired and the date of hire begins the employee's seniority date in accordance with 5/1/3 of this Agreement, the date of rehire will be used to determine the employee's seniority level for purposes of determining the pay adjustments set forth in this Appendix until such time as the next grid is implemented for the applicable bargaining unit.

B. PAY ON COMPLETION OF ALL PAY TRANSACTIONS (MINIMUM REQUIREMENT FOR EMPLOYEES OTHER THAN TRAINEES). In general, on completion of any personnel transaction, an employee will receive a base pay rate equal to:

1. The PSICM rate for the class if the employee is not serving a probationary period.

2. The minimum rate for the class if the employee is serving a probationary period.

C. PAY ON COMPLETION OF THE FIRST SIX MONTHS OF AN ORIGINAL PROBATION. An employe whose base pay on original appointment was set at the minimum rate for the class will receive an increase to the PSICM rate for the class on completion of the first six months of an original probation.

D. PAY ON ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS).

1. (AS) An employe's base pay will be set at the greater of the following rates:

- a. the grid rate for the new class that corresponds to the employe's grid seniority;

or

- b. the employe's current base pay rate.

2. (BC, SPS, T, PSS, LE) An employe's base pay will be set at the greater of the following rates:

- a. the grid rate for the new class that corresponds to the employe's grid seniority;

- b. the employe's current base pay rate; or

- c. if the employe's current base pay rate is greater than the grid endpoint of the old class, the employe's current base pay rate plus the difference between the grid endpoint rate of the new class and the grid endpoint rate of the old class.

E. PAY ON DOWNWARD MOVEMENTS

1. **VOLUNTARY DEMOTIONS OTHER THAN DEMOTION IN LIEU OF LAYOFF.** An employe's base pay will be set at the grid rate for the new class that corresponds to the employe's grid seniority. If the employe's grid seniority level is greater than or equal to the seniority level corresponding to the grid endpoint for the new class, the employe's base pay will be set at the greater of the following rates:

- a. the grid endpoint rate,

- b. the employe's current pay rate, decreased by \$1.00 for each pay range the employe is demoting.

2. **ALL OTHER DOWNWARD MOVEMENTS (INVOLUNTARY DEMOTIONS, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF OR AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1, AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO A LOWER CLASS).** An employe's base pay will be set at the greater of the following rates:

- a. the grid rate for the new class that corresponds to the employee's grid seniority;
- or
- b. the employee's current base pay rate.

If the downward movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of one (1) year from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period or upon the employee's separation from state service, whichever occurs earlier, the employee's current pay will be set in accordance with the provisions for demotion under E/1, of this Appendix. Upon termination of the temporary transaction rate for any of the reasons identified above, the adjusted current pay rate will be used when determining the appropriate pay rate for all subsequent personnel transactions, unless otherwise provided in this Appendix.

F. PAY ON LATERAL MOVEMENTS

1. TRANSFERS WITHIN THE SAME BARGAINING UNIT; AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO THE SAME OR COUNTERPART PAY RANGE. An employee's base pay will be set at the greater of the following rates:

- a. the grid rate for the new class that corresponds to the employee's grid seniority;
- or
- b. the employee's current base pay rate.

2. TRANSFERS BETWEEN BARGAINING UNITS. An employee's base pay will be set at the grid rate for the new class that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate. If the employee's grid seniority level is less than the lowest seniority level for the new class and the employee previously attained permanent status in class, the employee's base pay will be set at the PSICM rate for the new class.

G. PAY ON REINSTATEMENT. An employee's base pay will be set at the grid rate for the class to which reinstated that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate. If an employee's grid seniority level is less than the lowest seniority level for the class to which reinstated and the employee previously attained permanent status in class, the employee's base pay will be set at the PSICM rate for the class to which reinstated.

H. PAY ON RESTORATION

1. RESTORATION (ALL, INCLUDING RESTORATION UNDER 8/6/2 OR 8/6/3, AND EXCEPT AS PROVIDED UNDER 2, BELOW).

a. Upon restoration to a position at the same pay range and in the same bargaining unit as the class from which restoration rights are derived, an employee's base pay will be set at the greater of the following rates:

(1) the grid rate for the class to which the employee is restored that corresponds to the employee's grid seniority, or

(2) the employee's last rate of pay received in the position from which restoration rights are derived, plus any intervening adjustments under s. ER 29.04(13) or (14), Wis. Adm. Code. The adjustments applied to the employee's last rate of pay received will be those applied to the class from which the restoration rights are derived.

b. Upon restoration to a position at a counterpart pay range from that of the position from which restoration rights are derived, an employee's base pay will be set at the grid rate for the class to which restored that corresponds to the employee's grid seniority. If the employee's grid seniority is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.

c. Upon restoration to a position at a lower pay range from the position from which restoration rights are derived, an employee's base pay will be set in accordance with the provisions under E/2, of this Appendix, relating to demotions other than those that are voluntary.

2. RESTORATION UPON NON-COMPLETION OF PROBATION UPON PROMOTION WITHIN AN AGENCY UNDER S. ER MRS 14.03(1), WIS. ADM. CODE (PROMOTIONS BETWEEN BARGAINING UNITS ONLY). An employee's base pay will be set at the grid rate for the class, to which restored, that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.

I. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS. An employee's base pay will be set at the grid rate for the class to which accreted that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate.

J. EFFECTIVE DATE OF PROBATIONARY INCREASE. The six (6) month probationary increase will be effective the beginning of the pay period closest to the completion date of the first six (6) months of the original appointment. If the employee transfers while serving the original appointment period, the employee will receive the six (6) month probationary increase only after completion of the first six (6) months of the new original appointment, which may include carry-over time under s. ER MRS 15.07, Wis. Adm. Code.

K. EFFECTIVE DATE OF REGRADE ADJUSTMENTS. Pay adjustments resulting from regrading an employee will be effective in accordance with the policies established by the Secretary of Employment Relations.

L. MULTIPLE PAY ADJUSTMENTS. Multiple pay adjustments that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code.

M. PAY ADJUSTMENTS FOR TRAINEES.

1. General. On completion of any personnel transaction, a trainee will receive a base pay rate not less than the minimum rate for the training program.

2. Pay on completion of the first six (6) months of an original probation. A trainee will receive the six (6) month probationary increase under C of this Appendix on completion of the first six (6) months of the employe's non-trainee original probationary period.

3. Regrade on Reallocation (Upward, Downward, Lateral). A trainee will retain the same pay relationship within the training program, based upon qualifications and the specific segments of the training program that have been waived or completed.

4. Upward, Downward or Lateral Movements (Promotion, Demotion or Transfer). A trainee's base pay will be set in accordance with the applicable provisions of this Appendix.

N. (AS, BC, T, PSS, LE) ELIMINATION OF "PSICM." For all pay adjustments effective on or after July 2, 2000, all references to "PSICM in the Agreement and ER 29, Wis. Admin. Code, will be changed to "minimum."

APPENDIX 6
1999-2001 AGREEMENT
Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

MANAGEMENT BARGAINING TEAM

Peter D. Fox, Secretary
Department of Employment Relations

Allen C. Cottrell, Bureau Director
Department of Employment Relations
Bureau of Collective Bargaining

Frederick J. Bau, Chief Spokesperson
Department of Employment Relations
Bureau of Collective Bargaining

Barbara Jill Thomas
Department of Employment Relations
Bureau of Collective Bargaining

James Pankratz, Administrator
Department of Employment Relations
Division of Compensation and Labor Relations

Michael Soehner, Assistant Administrator
Department of Employment Relations
Division of Compensation and Labor Relations

Leean White, Bureau Director
Department of Employment Relations
Bureau of Classification

John Vincent, Bureau Director
Department of Employment Relations
Bureau of Compensation

Jamie Luedtke
Department of Employment Relations
Bureau of Compensation

Paul Ostrowski
Department of Employment Relations
Bureau of Compensation

Kerrie Shannon
Department of Employment Relations
Bureau of Classification

John Wiesman
Department of Employment Relations
Bureau of Compensation

Cheryl Anderson
Department of Health and Family Services

Lynn Boodry
Department of Military Affairs

Shannon Bradbury
UW Milwaukee

Owen Bradley
UW Systems

Brad Czebotar
Department of Commerce

James Federhart
Department of Natural Resources

Michael Frahm
Department of Corrections

Pete Grunwald
Department of Health and Family Services

Jerry Guenther
Department of Workforce Development

William Hagness
Department of Administration

James Huntsinger
Department of Revenue

Lee Isaacson
Department of Financial Institutions

Gary Kastorff
Department of Transportation

Dotti Krieger
Department of Public Instruction

Jessica LaRocque
Department of Transportation

David Larsen
Department of Veterans Affairs

Sherry Miner
Department of Financial Institutions

Georgia Pedracine
Department of Agriculture, Trade and Consumer Protection

Sandy Powers
Department of Corrections

Darren Price
Department of Transportation

Virginia Richert
UW Systems

Randy Sarver
Department of Transportation

Kathy Stella
UW Madison

June Streveler
Department of Tourism

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Marti Beil, Executive Director
Karl Hacker, Assistant Director
Gary Lonzo, Field Representative

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Blue Collar

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Security and Public Safety

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Todd Wetzel, Local 178
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Randall Rossing, Local 1215
David Schultz, Local 333

Technical

Kenneth Weaver, Local 758
Larry Lautenschlager, Local 48
Maggie Merdler, Local 116
Nicholas Wozniak, Local 555
John Lange, Local 171

Professional Social Services

Thomas Corcoran, Local 2748
Cynthia Hopkins, Local 2748
Richard Althouse, Local 2748
Jeffrey Johnson, Local 2748
Darryl White, Local 2748

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