

AGREEMENT
BETWEEN THE
STATE OF WISCONSIN
AND THE
STATE ENGINEERING ASSOCIATION

May 27, 2006 - June 30, 2005

Language in this Agreement which
is new or changed from the 2001-2003
Agreement is underlined.

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AGREEMENT

0/1/1 This Agreement made and entered into this twenty-seventh day of May, 2006, at Madison, Wisconsin, pursuant to the provisions of Subchapter V of Chapter 111, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations and the State Engineering Association, (hereinafter referred to as the Association) as the representative of employees employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause).

PURPOSE OF AGREEMENT

0/1/2 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of Subchapter V of Chapter 111, 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.

0/1/3 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, Case XXXVI, No. 16177, SE-64, Decision No. 11667, dated March 8, 1973, and as amended by the Wisconsin Employment Relations Commission.

ARTICLE II

Association Recognition

Section 1 **Bargaining Unit**

2/1/1 The Employer recognizes the Association as the collective bargaining agent for all persons employed by the State of Wisconsin in the classifications listed in Appendix C.

2/1/2 Employees excluded from the collective bargaining unit are all project, limited term, sessional, confidential, supervisory, and managerial employees.

2/1/3 All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certification for this unit by the Wisconsin Employment Relations Commission as set forth in this Agreement.

2/1/4 The parties shall review all new classifications relating to this 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.

2/1/5 The Employer agrees to provide advance notice, thirty (30) calendar days whenever possible, to the Association of reclassification and reallocation actions from the bargaining unit to a different classification which is not assigned to this bargaining unit. Such notice shall not prohibit the Employer from implementing any such transactions retroactively. When requested, the Association shall be given information regarding the removal of a position from this bargaining unit.

Section 2 **Dues and Fair Share Deduction**

A. Dues Deduction:

2/2/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Association, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Association. The Employer will be obligated to deduct only a single uniform amount as dues for all employees.

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 employee's pay for the first (1st) 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 employee 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 Association.

2/2/3 New authorization cards must be submitted as indicated above by employees transferring between departments and/or returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions and a list of employees who had such deductions to the association Treasurer within seven (7) days after the payday covering the pay period of deduction. The list will include the department, employing unit, name, and amount deducted.

2/2/4 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate the employee's order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the Association. The Employer shall give notice to the Association of receipt of such notice of termination.

B. Fair Share Deduction:

2/2/5 Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or the proportionate "fair share" charge for 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 Association, from the earnings of the employees in the unit. The Employer will be obligated to deduct only a single uniform amount as fair share for all employees. The Employer will remit all such deductions and a list of employees who had such deduction to the Association Treasurer within seven (7) days after the payday covering the pay period of deduction. The list will include the department, employing unit, name, amount deducted and will identify new additions to the list.

The Association has provided the Employer with a copy of its Constitution By-laws regarding "Fair Share" and also its procedures for its members to file. The Association 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 Article II, Section 2. The Association will also timely inform the Employer of any changes to its procedures concerning fair share.

C. Indemnification:

2/2/6 The Association 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 Personnel Lists

2/3/1 The Employer agrees to furnish the Association in both hard copy and computer disc format an alphabetical list of employees by employing unit in the bargaining unit on a biweekly basis. The list will show the names, addresses, classifications, current hourly base pay rates, and seniority dates of those employees. Each list shall identify those employees who are in pay status for the first time (new) and also identify those employees who were in pay status during the previous biweekly period but are not in pay status on the current list. A notation will also be included on the list if any information regarding an employee changed from the previous pay period. HAM and RMR designations will be noted if such descriptions are tracked by the database used to generate the personnel list.

Section 4 Association Activity

2/4/1 Bargaining unit employees, including officers and representatives shall not conduct any Association activity or business on State time except as specifically authorized by the provisions of this Agreement.

Section 5 Bulletin Boards

2/5/1 The Employer agrees to maintain existing bulletin boards. Existing boards may be relocated or additional bulletin boards may be authorized by management where needed. All notices shall be posted by the appropriate representative designated by the Association, and shall relate to the matters listed below:

- A. Association recreational and/or social affairs;
- B. Association appointments;
- C. Association meetings;
- D. Association elections;
- E. Results of Association elections;
- F. Reports of standing committees of the Association;
- G. Publications of the Association;

H. Any other material authorized by the Employer and an officer of the Association.

2/5/2 No political campaign literature or material detrimental to the Employer or the Association shall be posted.

Section 6 Visitations

2/6/1 The Employer agrees that officers and representatives of the Association shall be admitted to Employer's premises during working hours by giving advance notice, twenty four (24) hours whenever possible, to the appropriate Employer representative. The Association representative shall, upon arrival, check in through the regular channels for receiving visitors.

2/6/2 Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the adjustment of grievances. The Association agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions, the Employer agrees to allow employee(s) to meet privately with the representative for a reasonable amount of time. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Association representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

Section 7 Leave for Association Business

2/7/1 The Statewide Association Officers, up to a maximum of twenty-five (25), who are members of the bargaining unit, shall be granted time off [not to exceed ten (10) workdays per employee per year], except for the Association President and Vice President who shall be granted time off not to exceed twenty (20) workdays each per year for the purpose of conducting Association business and affairs, excluding time spent in negotiations. This time off may be charged to vacation, personal holidays, compensatory time off, or to leave of absence without pay (subject to the Federal Fair Labor Standards Act) as the individual employee may designate. When using leave of absence without pay, employees shall continue to earn vacation and sick leave credits and qualify for pay for legal holidays. The Association shall furnish to the Employer in writing the names of up to a maximum of twenty-five (25) Statewide Association officers within thirty (30) calendar days of the effective date of the Agreement. Any changes thereto made thereafter shall be forwarded to the Employer within fourteen (14) calendar days.

2/7/2 Annually on July 1 a total of forty (40) hours without loss of pay shall be granted to the SEA President or designee for his/her use to conduct Association business subject to the following conditions:

A. No leave shall be granted for less than one-half (1/2) day.

B. The immediate supervisor must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

Section 8 Telephone Use and E-mail

2/8/1 Telephone Use: Association officers and representatives shall be allowed to use telephone facilities for Association business. Such use shall not obligate the Employer for payment of long distance or toll charges.

2/8/2 E-Mail: Existing e-mail facilities may be used by Association officers and designated representatives for Association business, providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Association shall be distributed.

Section 9 Distribution of Notices

2/9/1 The Association shall be allowed to use the existing interdepartmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of two membership mailings per month to members of the bargaining unit. Such mailings must be of reasonable size and volume and prepared by the Association in accordance with prescribed departmental mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall be limited to Association matters as listed in Article II, Section 5 of this Agreement. No political campaign literature or material detrimental to the Employer or the Association shall be distributed.

2/9/2 Association use of the mail system 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).

Section 10 Printing of Agreement

2/10/1 The Employer shall be responsible for the printing of this Agreement. The Association shall reimburse the Employer fifty percent (50%) of the cost of printing this Agreement. The Employer shall provide the Association an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Association will not be considered a valid part of this Agreement. The Employer shall receive 1250 copies and the Association shall receive 1500 copies. The Association shall be responsible for the distribution of this Agreement to the employees presently covered by this Agreement and the Employer shall distribute copies to all employees added to this unit during the term of the Agreement. The contract will be provided to SEA on paper and an IBM compatible disk file.

Section 11 Association-Management Meetings

2/11/1 The appropriate representative of the Employer, i.e., District Director, Bureau Director, Division Administrator or their designee will meet with the President of the local SEA section and/or a section designee at a mutually agreed

upon time and place on a periodic basis (monthly or as otherwise agreed) to consider and discuss items of interest to either party. If the subject matter warrants additional participants, these representatives may so mutually agree.

2/11/2 Agenda items should be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

Section 12 Leave of Absence for Association Representatives

2/12/1 One employee to be designated in writing by the Association will be granted a leave of absence without pay for the period specified during the term of the contract. Such named employee shall continue to accrue seniority during the term of appointment and the leave will be administered as are other approved leaves of absence without pay (Article XIII, Section 6).

Section 13 Future Negotiations

2/13/1 Up to twelve (12) employees [not to exceed ten (10) at any one meeting] who are members of the Association bargaining team shall be paid by the Employer for up to twenty (20) days of bargaining during participation in the contract negotiation process, commencing with the first day of bargaining. Any face to face bargaining is considered a full day. When using leave of absence without pay for bargaining purposes, employees shall continue to earn vacation and sick leave credits and qualify for pay for legal holidays. Such earning of and qualifying for benefits shall be limited to a maximum of the first twenty-five (25) workdays spent in the contract negotiation process.

Section 14 Association Orientation

2/14/1 Upon request, a representative of the Association shall be granted up to thirty (30) minutes for Association orientation during orientation meetings for new employees represented by the Association. The Employer retains the right to prohibit or terminate an Association orientation presentation which contains political campaign information or material detrimental to the Employer. Attendance at Association orientation presentations shall be voluntary.

2/14/2 In the absence of such group orientation meetings, the Employer agrees to distribute to new employees represented by the Association a packet of informational material furnished to the Employer by the Association. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

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.

3/1/2 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 goods or services. However, the provisions of this Article shall not be used for the purpose of undermining the Association or discriminating against any of its members.

3/1/3 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, certifications, policies with respect to probationary periods and appointments, but not including transfers between positions allocated to classifications that are assigned to the same pay range or an identical pay range in a different pay schedule, within the same collective bargaining unit or another collective bargaining unit represented by the same labor organization.

B. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications; and the determination of an incumbent's status, other than pay status, resulting from position reallocation.

ARTICLE IV

Grievance Procedure

Section 1 General

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 subject matter shall be covered in any one (1) grievance. A written 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 first step grievance shall be presented to the designated supervisor involved in quadruplicate (on forms furnished by the Employer to the Association and any prospective grievant) and signed and dated by the employee(s) and/or Association representative.

4/1/3 An employee may choose to have the appropriate Association representative represent the employee at any step of the grievance procedure. If an employee brings any grievance to the Employer's attention without first having notified the Association, the Employer representative to whom such grievance is brought shall immediately notify the appropriate Association representative and no further discussion shall be had on the matter until the appropriate Association representative has been given notice and an opportunity to be present.

4/1/4 Individual employees or groups of employees shall have the right to present grievances in person or through other non-Association representatives of their own choosing at Steps One, Two or Three of the grievance procedure, provided that the appropriate Association representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. Under these circumstances, the Employer will supply copies of all written decisions to that Association representative.

4/1/5 All grievances must be presented promptly in writing at Step One (except disciplinary appeals as provided in Section 11 of this Article) 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.

Section 2 Procedure

Step One:

4/2/1 Within ten (10) calendar days of receipt of the written grievance schedule a meeting with the employee(s) and the representative to hear the grievance and return a written decision on the grievance form to the employee(s) and the representative.

Step Two:

4/2/2 If dissatisfied with the supervisor's decision in Step One, to be considered further, the grievance must be appealed to the designated agency representative within ten (10) calendar days from receipt of the decision in Step One. However, where the grievant is unable to contact the designated agency representative to appeal the grievance, the grievant may present the Step Two appeal to the Step One designated supervisor for forwarding to the designated agency representative. The appropriate agency representative(s) will meet with the employee(s) and the employee's representative and attempt to resolve the grievance. A written decision will be placed on the grievance form following the meeting by the appropriate agency representative and returned to the employee(s) and the employee's representative within ten (10) calendar days from receipt of the appeal to the agency representative.

Step Three:

4/2/3 If dissatisfied with the Employer's decision in Step Two, to be considered further, the grievance must be appealed to the designee of the Employer (i.e., Division Administrator, Bureau Director, or personnel office) within ten (10) calendar days from receipt of the decision in Step Two. The designated agency representative(s) will meet with the employee and the employee's representative at the assigned headquarters unless mutually agreed otherwise to discuss and attempt to resolve the grievance. In addition, one of the statewide officers may participate in this meeting. Such participation shall be without compensation, travel or subsistence expenses, except that when the statewide officer is functioning in the employee's assigned departmental district or departmental headquarters station such participation shall be without loss of pay. Following this meeting, the written decision of the agency will be placed on the grievance form by the Employer or the Employer's designee and returned to the grievant and the grievant's representative within twenty-one (21) calendar days from receipt of the appeal to Step Three.

Step Four:

4/2/4 Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Association or the Employer within thirty (30) calendar days from the date of the agency's decision in Step Three, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days, 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 Third Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the Third 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.

4/2/5 For the purpose of selecting an impartial arbitrator, the parties will meet within fourteen (14) calendar days from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within the fourteen (14) calendar day period, the parties or party, acting jointly or separately, shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators. If the parties are still unable to reach agreement, a request will be made to the Federal Mediation & Conciliation Service to furnish a panel of arbitrators and final selection shall be in accordance with the procedures established by the Federal Mediation & Conciliation Service.

4/2/6 Where two (2) 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 shall be appointed for each grievance.

4/2/7 The cost of the arbitrator and expenses of the hearing, including a court reporter, if requested by either party, 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 copy of the transcript and of their own witnesses, including any lost wages or expenses that may be incurred, except as provided in Section 14 of this Article.

4/2/8 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 Association or the Employer any matters which were not obtained in the negotiation process.

4/2/9 The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Special Arbitration Procedures

4/3/1 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. 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 4/2/4 - 4/2/9. 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 the State Engineering Association, and the State Bureau of Labor Relations 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, and other individual situations mutually agreed to.

2. 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 on a pro-rated basis dependent on Union/Association participation.

7. Representatives of OSER and SEA shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. The cases presented to the arbitrator will consist of campus, local institution, or work site issues, and other individual situations mutually agreed to.

2. Cases will be given an initial joint screening by representatives of the State Bureau of Labor Relations and SEA. 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.

3. 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.

4. 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.

5. The case in chief will be limited to five 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.

6. 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.

7. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties on a pro-rated basis, dependent on Union/Association participation.

Section 4 Time Limits

4/4/1 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 ten (10) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/4/2 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.

Section 5 Representation

4/5/1 An employee may consult with the appropriate Association representative during working hours for a reasonable period of time relative to a grievance matter by first contacting the employee’s supervisor. The employee’s supervisor will arrange a meeting to take place as soon as possible for the employee with the representative through the representative’s supervisor.

Section 6 Retroactivity

4/6/1 Settlement of a grievance 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 date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance.

Section 7 Exclusive Procedure

4/7/1 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 8 Number of Grievance Representatives

4/8/1 The Association may designate a total of up to seventy-five (75) grievance representatives who are members of the bargaining unit for the bargaining unit.

4/8/2 The Association shall designate the jurisdictional areas for the grievance representatives within each department. Representatives will be designated consistent with the geographic locations and number of employees in the work unit within each department. However, where no grievance representatives can be designated for a department in a geographical location, grievance representatives from other departments within that geographical location may be utilized to process individual or group grievances. All designations will be made in a manner as to avoid unnecessary travel.

4/8/3 The Association shall notify the Employer in writing of the names of the grievance representatives, and their respective jurisdictional areas within the thirty (30) calendar days after the effective date of this Agreement. In addition, where grievance representatives are designated to process grievances in departments other than their own, the Association shall also provide the name and telephone number of the grievance representative's appropriate departmental or employing unit office to contact to arrange the meeting(s). Any changes thereto shall be forwarded to the Employer by the Association as soon as the changes are made.

Section 9 Association Grievances

4/9/1 The statewide Association officers [not to exceed twenty-five (25) during the term of this Agreement] who are members of the bargaining unit shall have the right to file and process a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement lead to a controversy with the Association over application of the terms or provisions of this Agreement. Such grievances shall be designated as Association grievances at the initial step and shall comply with the time limits previously set forth in this Article. Upon receipt of an Association grievance decision, management shall inform all employing units in writing.

Section 10 Group Grievances

4/10/1 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved. Individual grievances which meet the definition of group grievances as contained herein shall be consolidated at each step of the grievance procedure. A group grievance shall be so designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. Relief is restricted to those employees identified in the group grievance. Any one (1) of the grievants shall appear without loss of pay and shall represent and serve as spokesperson for the entire group.

Section 11 Processing Grievances

4/11/1 Grievance representatives and grievants shall be permitted a reasonable amount of time without loss of pay to process grievances during their regularly scheduled hours of employment, provided that such meetings and consultations are arranged as provided in Section 5 of this Article.

4/11/2 The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Association representatives in the processing of grievances.

Section 12 Disciplinary Actions and Appeals

4/12/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate 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 Third Step of the grievance procedure. Appeals of written reprimands or any other disciplinary action, excluding verbal reprimands, shall be filed at Step One of the grievance procedure.

4/12/2 An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview if the employee requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

4/12/3 Disciplinary action taken by the Employer, other than verbal reprimands, shall be in writing with a copy simultaneously sent to the employee(s) and the designated Association representative. The e-mail system shall not be used to transmit such written discipline to employees or Association representatives. A good faith effort shall be made to maintain confidentiality when communicating about disciplinary matters via e-mail. A breach of confidentiality under this section cannot be the basis for appeal of, reduction or nullification of discipline. This provision will be disseminated to all supervisors.

Section 13 Exclusion of Probationary Employees

4/13/1 Notwithstanding Section 12 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

Section 14 Pay Status of Arbitration Witnesses

4/14/1 When a bargaining unit employee is subpoenaed by either party in an arbitration case involving this bargaining unit, that employee shall appear without loss of pay if the employee appears during the employee's regularly scheduled hours of work provided the testimony given is relevant to the employee's job functions and is relevant to the arbitration case.

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 or seniority 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 adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

Section 2 Separation

5/2/1 Seniority as established in Section 1 above, shall be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/2/2 Where separation has occurred and the employee is subsequently rehired, the date of rehire shall begin the seniority date except as outlined below:

5/2/3 A. Where an employee is laid off and restored or reinstated within five (5) years thereof, the employee shall retain their original date of employment for the computation of seniority.

5/2/4 B. Where, within five (5) years of resignation, an employee is reinstated, the new seniority date shall be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which they were not an employee of the state.

5/2/5 In the event two (2) employees have the same seniority date, seniority of the one as against the other shall be determined by age with the oldest employee considered having the greatest seniority.

Section 3 Application

5/3/1 Management shall be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular Article or Section of this contract.

Section 4 Seniority Lists

5/4/1 Seniority lists shall be posted in the appropriate employing unit offices and shall be submitted to the Association semiannually (on or about July 15, sorted by employing unit and January 15, sorted by department and by classification).

ARTICLE VI

Hours of Work

Section 1 Work Schedules

A. Definition

6/1/1 Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Wherever practicable, employees shall be provided advance notice of their assigned work schedules.

B. Work Schedule Changes

6/1/2 The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units. Changes in such work schedules shall not be made arbitrarily and an explanation of the reason for the change shall be provided to the employee upon request. Insofar as possible, a minimum of five (5) workdays notice shall be provided to affected employees and the Association.

Section 2 Overtime

A. Definitions

6/2/1 1. Overtime--Time that an employee works in excess of forty (40) hours worked per workweek, in accordance with the standards applied by the Fair Labor Standards Act for determining "hours worked".

6/2/2 2. Workweek--A regularly reoccurring period of one hundred and sixty eight (168) hours in the form of seven (7) consecutive twenty four (24)-hour periods.

6/2/3 3. Worktime

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

b. Rest Periods--Taken in accordance with Section 6 of this Article.

c. Meal Periods

(1) Periods less than thirty (30) minutes.

(2) Where an employee is not relieved of their post, station or duty.

d. Travel time required by the Employer:

(1) Travel between job sites before, during or after the regular workday.

(2) Travel from the location specified by management for the purpose of receiving instructions or to pick up or deliver tools, materials, equipment, or supplies to the job site. This shall not apply to persons paid to carry tools in their vehicles or to employees meeting solely for the purpose of riding together to a job site.

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

(4) The time spent in traveling by car-pools from the employee's home work station or other appropriate and reasonable meeting place designated by management to and from a work site is not considered work time except in those instances where the required travel exceeds eighteen (18) miles one way.

(5) In applying this subsection, those miles traveled in excess of eighteen (18) will be considered work time.

B. Overtime Assignments

6/2/4 Whenever scheduled overtime work is required, the Employer shall whenever practical assign such scheduled overtime work by seniority on a rotating basis among those employees in the classification(s) assigned to the work unit who normally perform the work involved.

6/2/5 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 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.

C. Eligibility for Overtime Credit and Compensation

6/2/7 Employees in salary ranges 14-03 through 14-06, 14-22 through 14-26, 14-46 through 14-48 and 14-55 through 14-57 shall receive overtime credit for those hours worked in a workweek which are in excess of forty (40), provided that such hours were worked at the specific direction of and were previously approved by management.

6/2/8 Compensation for overtime credits shall be in cash calculated at the employee's base rate plus add-on or compensatory time off on an hour for hour basis as the Employer may elect. However, if the overtime credited as compensatory time exceeds forty (40) hours in a calendar year, any such overtime credits in excess of the forty (40) hours shall be paid in cash at the employee's base rate plus add-on or compensatory time off on an hour for hour basis as the employee may elect. Such compensatory time off shall be subject to the provisions of Article VI, Section 3 of this Agreement.

Section 3 Scheduling of Vacation, Personal Holidays and Compensatory Time Off

6/3/1 A. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be absent at any given time. However, absences for vacation (annual leave), compensatory time credits, and personal holidays shall be granted at times and in amounts most desired by employees whenever operations permit.

6/3/2 B. In scheduling vacation (annual leave), or compensatory time credits, choice of time and amounts shall be scheduled in accordance with Article VI, Section 3/B./5. Once these periods of absence have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may either reschedule such absence during the remainder of the calendar year (providing it does not affect any other employee's scheduled period of absence) or extend the scheduling into the first six (6) months of the ensuing calendar year as the employee desires. It is the expressed intent of the Employer to exercise the authority to change such schedule periods as seldom as possible.

1. Should an employee become ill or injured immediately before or during a scheduled absence period, the employee may cancel such scheduled time off credits as charged and utilize sick leave under the provisions of Article XIII, Section 4, commencing with the date the employee informs the Employer.

2. Employees who transfer shall carry their selections to their new work unit providing no other employee's selection is adversely affected.

3. Notwithstanding paragraph B., above, employees shall be permitted to carry over forty (40) hours of earned annual leave credit to the first six (6) months of the ensuing calendar year.

4. In accordance with the provisions and limitations of this Section, employees shall be permitted to schedule a minimum of one week (40 hours) of their vacation credits (annual leave) during the period May 1 through October 31 each year.

5. Within the basic framework provided above, and considering seniority as a factor, the implementation and application of vacation scheduling shall be determined by the local association section and local management within sixty (60) days of the effective date of this contract or by January 31 each year of the contract, whichever is later. Agreements under the provisions of this section will be reduced to writing.

6/3/3 C. All compensatory time credits earned shall be scheduled and used prior to seasonal layoff or January 1, whichever is first. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, the employee shall, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first four (4) months of the new calendar year.

6/3/4 D. Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to May 1. If the Employer does not permit an employee to use such credits prior to May 1 or does not require an employee to do so, the unused compensatory time credits shall then be paid in cash at the employee's current base hourly rate.

6/3/5 E. Personal Holidays

Employees may take their personal holidays at any time during the calendar year provided the days selected by the employee have the prior approval of the Employer.

Section 4 Standby

6/4/1 When the Employer requires that an employee must be available for work immediately and able to report for duty in less than one (1) hour, the employee shall be considered to be in standby status. Such employee shall be compensated on the basis of a fee of twenty (\$20.00) dollars for each eight (8) consecutive hour period or any portion thereof for which the employee is in standby status.

Section 5 Maximum Lunch Period

6/5/1 No employee shall be required to take more than one (1) hour as a lunch period. However, this shall not be construed as prohibiting the Employer from having scheduled split shifts.

Section 6 Rest Periods

6/6/1 Recognizing the fact that employees covered by this Agreement are professional, reasonable rest periods may be taken at the employee's discretion. However, such rest periods shall not conflict with the fulfillment of the operational needs of the work unit.

Section 7 Flextime

6/7/1 Flextime 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.

6/7/2 The Employer agrees that reasonable efforts will be made to explore the possibility of implementing flextime in appropriate work environments. Implementation of flextime, or a variation thereof, shall be by mutual agreement between the Employer and the Association.

6/7/3 Nothing in this section shall infringe upon Management's ability to insure adequate coverage for operational requirements.

Section 8 Night Differential

6/8/1 The Employer agrees to pay a supplemental night differential at a rate of seventy five cents (\$0.75) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. when such hours of work are directed by management.

Section 9 Weekend Differential

6/9/1 A supplemental weekend differential at a rate of one dollar and twenty five cents (\$1.25) per hour will be paid for all hours worked between the hours of 12:01 a.m. on Saturday and 11:59 p.m. on Sunday.

Section 10 Call Back

6/10/1 Employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours of work with pay.

ARTICLE VII

Transfers

Section 1 Transfer Registration

7/1/1 An employee who has permanent status in the employee's current classification and desires to transfer within the employee's department, shall file a written request as prescribed by the agency with the appropriate department personnel office indicating that interest.

7/1/2 Whenever a permanent vacancy is created involving a new position and the duties are substantially different or involve a different geographical location, or where a permanent vacancy occurs in a permanent position for which no employees have registered for transfer as provided above, the Employer shall announce the vacancy on a department-wide basis. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article XI, Section 6 of this Agreement. A period of fourteen (14) calendar days shall be allowed for interested employees to file a written request to be considered for that vacancy.

7/1/3 During the period while the selection process in Section 2 and/or Section 3 is being administered, the Employer may temporarily fill the vacancy to fulfill operational requirements.

7/1/4 When the Employer conducts transfer interviews, necessary and reasonable time for such interviews within the same agency shall be without loss of pay during the employee's scheduled work hours. Employees will be reimbursed in accordance with the provisions of Article XIII, Section 12 (Travel and Lodging) for necessary and reasonable travel expenses incurred while participating in interviews in accordance with the provisions of this Section.

Section 2 Selection Process

7/2/1 When a permanent vacancy occurs in a permanent position, the Appointing Authority shall review those requests on file from any employees in the same agency who are in the same classification or a classification in the same, counterpart, or higher pay range as the vacancy and have indicated an interest in the specific shift or location of the vacancy. The appointing authority shall give first consideration to qualified employees in the same agency who request or have requested a transfer.

7/2/2 In making a selection, the Employer shall take into consideration improvement of overall departmental staffing, job requirements, ability including any special qualifications and seniority. Any employee who is selected for transfer shall have three (3) workdays to decline the offer. However, an employee selected for a transfer requiring a change of headquarters location shall have five (5) workdays to decline an offer.

7/2/3 The Employer shall notify each applicant in writing of the reason(s) the employee was not selected, if they so request.

Section 3 Transfer Between Employing Units

7/3/1 In the event that the vacancy is not filled by transfer of an employee under provisions of Section 2 of this Article, the Employer shall consider interested employees from other employing units who have registered with the department on the basis of improvement of overall department staffing, job requirements, ability including any special qualifications, and seniority. Any employee who is selected for transfer shall have five (5) workdays to decline the offer. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

Section 4 Definition of Permanent Vacancy

7/4/1 For purposes of this Article, a permanent vacancy is created when the Employer decides to fill a position.

Section 5 Transfer Limitations

7/5/1 The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any original vacancy.

7/5/2 Employees may not transfer under the provisions of Section 1 of this Article more often than once every six (6) months.

7/5/3 Employees hired in the Department of Transportation as original appointments on and after the effective date of this Agreement may transfer during the first eighteen (18) months of their appointment only with the approval of their current appointing authority.

Section 6 Transfer Moving Expenses

7/6/1 Those employees being permanently transferred or reassigned at the request or convenience of the Employer shall be given reasonable notice (not less than thirty (30) calendar days from the first day of the next month) and shall be reimbursed for moving expenses subject to the provisions of s. 20.917, Wis. Stats. Those employees transferring under the provisions of this Article may be reimbursed for moving expenses subject to the provisions of s. 20.917, Wis. Stats.

Section 7 Transfer Between Agencies

7/7/1 Employees may submit requests for transfer to any position vacancy in the same pay range within any State agency. The transfer request must be submitted to the Human Resource Office of the agency to which the employee desires to transfer.

ARTICLE VIII

Layoff Procedure

Section 1 Application of Layoff

8/1/1 The Association recognizes the right of the Employer to layoff employees in accordance with the procedures set forth in this Article and subject to the provisions in Article X, Section 7. Such procedures, however, shall not apply to:

- A. Temporary layoff of less than twenty-one (21) consecutive calendar days; 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. Such employees shall be considered on an approved leave of absence without pay during these periods.

Section 2 Layoff Procedures

8/2/1 A. Preparation for layoff. The following general procedures shall apply in preparation for a layoff.

1. When the Appointing Authority finds it necessary to implement a reduction in work force, the Association shall be notified as soon as practicable, but not less than thirty (30) days prior to the reduction in the work force.

2. The layoff group shall be determined by classification.

3. The layoff group shall be by employing unit within the bargaining unit.

4. All employees in the layoff group shall be ranked by seniority as defined in Article V, Section 1 of this Agreement, except those employees accreted under the provisions of s. 230.15, Wis. Stats., during the period of this Agreement, who shall use their date of accretion for layoff purposes for any layoff which takes effect during the term of this Agreement. Pursuant to Article 5/2/5, of this Agreement, in the event two (2) employees have the same seniority date, seniority of the one as against the other shall be determined by age with the oldest employee considered having the greatest seniority.

5. With the approval of the Employer, a more senior employee may volunteer to be laid off from employment in lieu of the layoff of a less senior employee with the guarantee that the Employer shall not challenge the more senior employee's eligibility for unemployment compensation, unless that employee refuses a reasonable offer of employment. An employee who volunteers for layoff shall have restoration rights.

6. With the approval of the Employer, a more senior employee may volunteer for a permanent reduction in FTE down to no less than fifty percent (50%) FTE. Any employee that voluntarily reduces his/her FTE under this provision shall have restoration rights to a vacancy that restores all or some of the FTE given up by the employee on a voluntary basis.

7. Employees serving an original probationary period in a position in a classification within the layoff group (unless exempted under 8/2/2/A), shall be terminated prior to the lay off of bargaining unit employees.

8. If the employee has previously attained permanent status in class in a position whose classification had been affected by an action of the administrator, the employee shall immediately attain rights to the classification which replaced the original classification of the position previously held by the employee.

9. Limited term employees in the same class within the employing unit (other than student employees) except those in federally funded positions, shall be terminated prior to the layoff of bargaining unit employees.

8/2/2 B. Determination of Layoff. The following procedures shall apply in implementing a layoff.

1. The Employer shall be permitted to exempt up to one (1) employee in the identified layoff group from the layoff process where there is a demonstrable need for special skills.

2. Employees remaining in the layoff group shall be laid off by seniority with the employee with the least amount of seniority (as defined in Article V, Section 1) laid off first.

3. The Employer shall notify each employee in the layoff group selected for layoff in writing not less than fifteen (15) calendar days in advance of the established layoff date. That layoff notice shall contain reference to the options available to that employee under this Article, and the name of a person and method for contacting that person to obtain any additional information needed by the employee in making decisions on exercise of the options. In addition, a list of available departmental vacancies shall be provided, as well as information about websites maintained by the Employer regarding positions available in state service. A copy of such notice shall also be sent to the Association at that time. Upon written request of the employee, the Employer shall provide the employee a written summary of information provided by the contact person.

4. Upon request by an employee notified of layoff, the Employer shall provide the employee with the name and address of a personnel representative for each State agency.

5. All employees within the at-risk group shall be informed in writing or by e-mail that they are within the layoff group. A copy of the at-risk notices shall also be sent to the Association at the same time that they are sent to the employees.

Section 3 Options Available to Employees Who Have Been Notified of Layoff

8/3/1 A. Upon receipt of notice of layoff, any employee may within seven (7) calendar days thereafter elect one or more of the following options: transfer, demotion, displacement, replacement or layoff.

8/3/2 B. Transfer

Employees identified as being at risk of layoff or who have received a layoff notice may submit requests and shall be considered for transfer to any position vacancy with the same or counterpart pay range within any state agency. Employees who have submitted such a request shall be appointed to any permanent vacancy in the same or lower pay range if the employee meets the necessary qualifications for the position. Details specific to such transfers are provided in Article VII.

8/3/3 C. Demotion in Lieu of Layoff

1. a. Within their employing unit within the bargaining unit, an employee may accept demotion to a vacant position, as defined in Article VII, Section 4, in a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status.

b. Within their employing unit after compliance with contractual transfer and layoff provisions, an employee may accept demotion to a vacant position in a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status.

c. Within their department, within the bargaining unit, with the approval of the Employer, an employee may demote to a vacant position for which the employee is qualified.

2. The Employer shall, within seven (7) calendar days, notify the employee, in writing, of the position to which the employee will be assigned. The employee shall have seven (7) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for demotion.

3. Upon demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which he/she demoted.

4. Upon demotion in lieu of layoff, the employee shall continue to receive their current rate of pay.

5. Should a layoff subsequently occur in the classification to which the employee accepted a demotion, the provisions of this Article shall apply.

8/3/4 D. Displacement

1. Within their employing unit within the bargaining unit, an employee may exercise the right of displacement in the order which will achieve the highest level position to which the employee has rights. If qualified to perform the work after customary orientation provided for newly hired workers in such positions, an employee may exercise the right of displacement only to one of the following:

a. A position in the same or counterpart pay range in which the employee had previously attained permanent status in class.

b. A lower level within the employee's present classification series.

c. A position in a lower class in which the employee had previously attained permanent status in class.

d. A lower level within an approved progression series in which the employee had previously attained permanent status in class at a higher level.

2. Should a layoff subsequently occur in the classification to which the employee displaced, the provisions of this Article shall apply.

3. The Employer shall, within seven (7) calendar days, notify the employee in writing, of the position to which the employee will be assigned. The employee shall have seven (7) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for displacement.

4. An employee who exercises displacement rights within the employing unit in lieu of layoff immediately obtains permanent status in class in the class into which the employee has been placed.

5. Upon displacement in lieu of layoff, an employee shall receive their current rate of pay.

8/3/5 E. Replacement

1. Within their department within the bargaining unit, replace the least senior employee in the same classification providing there is no vacancy in the same classification within the department to which the employee can transfer. However, this option shall not be available to the least senior employee in the classification within a department.

2. The Employer shall, within seven (7) calendar days, notify the employee, in writing, of the position and location to which the employee will be assigned. The employee shall have seven (7) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for replacement.

3. Upon replacement in lieu of layoff, an employee shall continue to receive their current rate of pay.

4. Should a layoff subsequently occur in the employing unit to which the employee accepted a replacement, the provisions of this Article shall apply.

8/3/6 F. Layoff

An employee notified of layoff who, prior to the effective date of the layoff, fails to secure a position under the options available under the terms of this Agreement shall be separated in accordance with the layoff notice. Restoration rights for laid off employees are provided under 8/4 and reinstatement eligibility under 8/6, of this Article.

8/3/7 G. Layoff Assistance

An employee who has received written notice from the Appointing Authority of being at risk or who has received a notice of layoff shall be granted the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 above:

1. Up to eighty (80) hours time without loss of pay for:

a. job search activities, including interviews and examinations in addition to the time specified in Article XI or provided by other terms of this Agreement, and/or

b. attendance at job training

2. With the approval of the Appointing Authority:

a. Unpaid leave of absence for interviews, examinations, and other job search activities or attendance at job training,

- b. Assistance or training in the preparation of a resume,
- c. Use of office equipment and supplies where available.

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

Section 4 Restoration

8/4/1 A. An employee shall be restored according to seniority with the employee with the greatest amount of seniority (as defined in Article V Section 1) restored first for a five (5) year period from the date of layoff at a salary not less than the salary received at the time of layoff adjusted to reflect any intervening contractual pay increases for which the employee is eligible.

8/4/1 B. Same Department: When a permanent vacancy is to be filled in the department from which an employee was laid off or exercised an option in lieu of layoff, the employee shall be restored to such vacant position in the same or lower pay range from which the employee was laid off, if the employee is qualified to perform the work after the customary orientation provided for newly hired workers in such positions.

8/4/1 C. Other Departments: An employee who has received notice of layoff or is separated from State 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 or lower pay range from which the employee was laid off provided no employee exercises restoration rights under 8/4/1/B. to such vacancy and the employee is qualified to perform the work after the customary orientation provided for newly hired workers in such positions.

8/4/2 Employees are responsible for keeping the Appointing Authority notified of their current address and telephone numbers. The Appointing Authority shall notify employees being restored by registered mail. If unable to contact such employees within ten (10) calendar days from the date of mailing of the offer, such employees shall forfeit any further restoration rights for the vacancy being considered, but shall maintain restoration rights for future available positions.

8/4/3 A laid off employee who fails to respond to a restoration offer within ten (10) calendar days of mailing of the offer or who fails to accept a reasonable offer of restoration within ten (10) calendar days of mailing of the offer or who, upon acceptance of the offer, fails to be available for work within ten (10) calendar days of mailing of the offer, shall forfeit any further restoration rights unless an extension is approved by the Appointing Authority. On a case by case basis, by written mutual agreement of the parties, an employee may reject a reasonable offer and retain the right of restoration. Restoration rights of an employee supersedes the transfer rights of other employees set forth in Article VII of this Agreement.

8/4/4 A reasonable offer of restoration is defined as an offer of a job with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's assigned headquarters prior to layoff was at a greater distance from home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous assigned headquarters. To be a reasonable offer, such position offered must be comparable to the position from which the employee was laid off as it relates to percentage of employment time. In addition, the pay range of the position offered must be no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off, unless the employee's rate of pay at the time of layoff is maintained in the position offered.

Section 5 Vacancy Announcement on WISCERS

8/5/1 When a permanent bargaining unit vacancy is to be filled, the department shall first announce the vacancy on the Wisconsin Employee Referral Services (WISCERS) or its successor. In accordance with 8/3/2/B. and 8/4/1/C. employees identified as at-risk, employees who have received a layoff notice or employees with restoration rights may file a request to fill the vacancy.

Section 6 Reinstatement

8/6/1 The employee who is laid off may file a request for employment with any department in state service. Upon approval of that department, and within the five (5) year period from date of layoff as provided in this Article, such employee may be appointed to any vacancy in the same class or any similar class for which the employee might meet the necessary qualifications in the same or lower pay range or job rate as the position from which the employee was laid off. Upon reinstatement to a position in the bargaining unit in an agency other than the agency from which the employee was laid off, the employee shall receive the last rate of pay, adjusted to reflect any unit-wide, across-the-board pay increases which have occurred during the period of layoff, subject to the maximum of the pay range of the position to which the employee is reinstated. Upon reinstatement to a position in the bargaining unit in the agency from which the employee was laid off, the employee shall receive the last rate of pay, adjusted to reflect any unit-wide, across-the-board pay increases which have occurred during the period of layoff.

Section 7 Moving Expenses

8/7/1 When the Employer determines that it is necessary for an employee who is displacing, demoting, transferring or replacing in lieu of layoff to change the location of the employee's 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., and the appropriate administrative procedures.

Section 8 Employing Units

8/8/1 The existing employing units are set forth in the bulletin provided to the Association under the Memorandum of Understanding No. 2, attached to this Agreement. The Employer may change such units. However, before such units are changed, the Association shall be given at least thirty (30) days advance notice of the change.

ARTICLE IX

Health and Safety

Section 1 First Aid Equipment

9/1/1 Adequate first aid equipment shall be provided at appropriate locations by the Employer.

Section 2 Training, Tools and Equipment

9/2/1 The Employer agrees to furnish necessary training and maintain in a safe working condition all tools and equipment (other than the normal tools professionals provide for the performance of their profession) required to carry out the duties of each position. The Employer shall comply with directions of the Department of Commerce on use of tools and equipment. Employees are required to report any unsafe condition or practice and are responsible for properly using and caring for the tools and equipment furnished by the Employer.

Section 3 Buildings

9/3/1 State-owned buildings, facilities, and equipment shall be provided and maintained in accordance with the directions of the Department of Commerce.

Section 4 Training, Protective Clothing and Equipment

9/4/1 The Employer shall furnish necessary training, protective clothing and equipment in accordance with the standards established by the Department of Commerce, and shall comply with directions of the Department of Commerce on the use of protective clothing and equipment.

9/4/2 Employees whom the Employer determines are regularly assigned to field work and who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

Section 5 Medical Examination

9/5/1 Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests, including x-rays, or to be inoculated, the Employer shall pay the entire cost of such services including any time lost from regularly scheduled hours of employment, provided the employee uses the services provided or approved by the Employer.

Section 6 Eye Protection

9/6/1 Safety Glasses: The Employer reserves the right to require eye protection for employees. In such cases, the Employer shall provide the appropriate type of safety glasses for the duties performed to protect the health and safety of the employee. The employee may choose either detachable or permanent side shields at the Employer's expense. The parties further agree to remain in compliance with the standards issued by the American National Standards Institute (ANSI), as adopted by the Wisconsin Department of Commerce. If ANSI standards, as adopted by the Department of Commerce, change during the term of this Agreement, this provision will be administered in accordance with such new or modified standards. The employee shall be responsible for the cost of any nonessential feature. If eye examinations for safety glasses are necessary, the Employer shall pay the entire cost of one (1) examination per employee during the term of this Agreement.

9/6/2 VDT/CRT Eye Examinations: Employees whose assigned duties require high VDT-CRT use and/or CADD work [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.

9/6/3 When an ophthalmologist determines an employee must have special eyeglasses to work on the Employer's VDT-CRT and/or CADD equipment, the Employer shall purchase and make available appropriate prescribed eyeglasses for use by the employee in the performance of his/her duties when such duties include high use (as defined above) of VDT-CRT and/or CADD equipment.

Section 7 Foot Protection

9/7/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer shall provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer shall pay an allowance of twenty-seven dollars (\$27.00) for the term of the Agreement, as an expense check when requested by the employee payable the first pay period following the effective date of the contract.

Section 8 Compliance Limitation

9/8/1 The Employer shall make a continuing effort to improve health and safety conditions for bargaining unit employees. 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 9 Abnormally Dangerous Tasks

9/9/1 In the event an employee has determined that an assigned task is abnormally dangerous due to physical or emotional limitations of the employee, or due to abnormal safety hazards, the employee shall inform the immediate supervisor. Upon receipt of notification by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

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

9/9/3 If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. If the employee is disciplined, the employee may file a grievance in accordance with Article IV.

Section 10 Respiratory Protection

9/10/1 The Employer reserves the right to require the wearing of respiratory equipment by employees. In such cases, the Employer shall provide a suitable personal safety device. The Employer shall provide replacement filter cartridges.

ARTICLE X

Miscellaneous

Section 1 Discrimination

10/1/1 Employees covered by this Agreement shall be covered by Subchapter II (Fair Employment), Chapter 111, Wis. Stats.

Section 2 Personnel File

10/2/1 A copy of any material placed in an employee's official personnel files which may affect his job performance evaluation shall be immediately presented to the employee involved. This material shall be for informational purposes only, except that an employee shall have the right to place a rebuttal in the file.

10/2/2 An employee shall, upon written request to the agency or department within a reasonable time, have an opportunity to review the employee's personnel files in the presence of a designated management representative. An Association representative may accompany the employee when reviewing the employee's personnel files. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

10/2/3 Records of work rule violations which did not involve a criminal violation or disciplinary action which has been sustained totally or in part by an arbitrator involving sexual harassment, theft, or violence in the workplace shall be removed by the Employer from the employee's personnel file(s) upon written request submitted by the employee one year or more after the violation, provided there have been no subsequent violations.

Section 3 Work Rules

10/3/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Association at least seven (7) calendar days prior to the effective date of the rule. For purposes of this Agreement, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees.”

10/3/2 Work rules shall be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

Section 4 Professional Liability Protection

10/4/1 The employees of this bargaining unit are covered by the provisions of s. 895.46, Wis. Stats., and any administrative practices afforded other employees.

Section 5 Damaged Personal Property

10/5/1 The Employer agrees to pay the cost of repairing or replacing eyeglasses, watches or articles of clothing damaged in the line of duty where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed two hundred dollars (\$200.00) for any one incident. The reasonable value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is twenty dollars (\$20.00) or less.

Section 6 Inclement Weather

10/6/1 When any of the following problems develop--unusual weather conditions or hazardous weather threats such as a tornado or blizzard which causes an employee to be late for or absent from work, or conditions develop in a work location which are detrimental to the health or effectiveness of employees, as determined by the appointing authority--employees may request to be excused from work.

10/6/2 In all such cases when the Employer excuses an employee from work, the employee, at his/her discretion, shall be allowed to use one or more of the following: accrued vacation, accrued holiday time, accrued compensatory time, or make up the time lost from work at a time to be scheduled by the employing department during the current pay period; or may choose to take leave of absence without pay (subject to the Federal Fair Labor Standards Act) for time lost. If an employee takes a leave of absence without pay for the time lost, the employee shall be allowed to make up the time lost from work at a time to be scheduled by the employing department during the subsequent pay period. Such makeup must be on an hour for hour basis, not on an overtime basis.

10/6/3 When the Employer allows an employee to leave work before the end of the work day because of hazardous driving conditions or other reasons, the employee shall, at his/her discretion, be allowed to use one or more of the following: accrued vacation, accrued holiday time, accrued compensatory time, or make up the time lost from work at a time to be scheduled by the employing department during the current pay period; or may choose to take leave without pay (subject to the Federal Fair Labor Standards Act) for time lost. If an employee

takes a leave of absence without pay for the time lost, the employee shall be allowed to make up the time lost from work at a time to be scheduled by the employing department during the subsequent pay period. Such makeup must be on an hour for hour basis, not on an overtime basis.

10/6/4 When the agency head (or his/her authorized designee[s]) directs the employee to leave work or not to report to work due to hazardous weather conditions, building closure or other emergency situations, the employee will be compensated at the employee's base rate of pay plus add-on for those hours which the employee 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.

Section 7 Contracting Out

10/7/1 When the Employer is considering a decision to contract or subcontract work normally performed by employees of the bargaining unit, the Employer agrees to notify the Association of that fact and to discuss the decision with the Association not less than thirty (30) days in advance of the implementation of such a decision. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause or result in bargaining unit employees within the employing unit to be laid off. It is understood that this provision shall not limit the Employer's right to contract for services for which no positions are authorized by the legislature.

Section 8 Notice of Reorganization

10/8/1 Whenever the Employer decides to reorganize a state agency and such reorganization affects the existing employing unit structure, the Employer shall provide the Association with at least thirty (30) days advance notice, wherever possible, of such reorganization. On a periodic basis, the Employer will continue to update the Association of organizational changes and the impact of such changes on positions, classifications, job duties, travel and headquarters locations.

Section 9 Reassignment Notice and Status

10/9/1 The Association recognizes the right of the Employer to reassign employees. The Employer agrees to keep involuntary transfers to the minimum necessary to meet operational needs or requirements. Prior to implementing involuntary reassignments, the Employer shall explore reasonable alternatives, including voluntary reassignment and transfer to a vacant position. Involuntary reassignment to a different assigned headquarters city shall be implemented on the basis of seniority with the least senior employee within the work unit and classification that normally performs the work subject to the involuntary

reassignment unless operational needs, job requirements or special qualifications necessitate deviation from the seniority requirement. Employees subject to involuntary transfer shall be given preference at that time in the consideration of filling vacant positions on a transfer basis within their assigned headquarters city.

10/9/2 Employees permanently reassigned between employing units and/or headquarters cities shall be provided with at least thirty (30) calendar days advance notice, unless mutually agreed otherwise.

10/9/3 Employees permanently reassigned between employing units and/or headquarters cities shall be reimbursed for moving expenses subject to the provisions of s. 20.917, Wis. Stats., and the appropriate administrative procedures.

10/9/4 Employees permanently reassigned between employing units and/or headquarters cities in excess of forty (40) miles from presently assigned headquarters cities shall be considered to be in travel status for a period of up to six (6) months following the date of reassignment. Such travel status shall cease at anytime during the six (6) months period that the employee establishes a residence at the new assignment. Employees permanently reassigned to a different headquarters city within the same employing unit, where the employee would be eligible for reimbursement of moving expenses under the provisions of s. 20.917, Wis. Stats., shall be eligible for a temporary lodging allowance in accordance with the Compensation Plan for positions in the classified service.

10/9/5 Employees temporarily reassigned between employing units and/or headquarters cities shall be considered to be in travel status for the period of such temporary reassignment.

ARTICLE XI

Professional Development

Section 1 Job Required Training

11/1/1 When an employee's attendance at either an on-site or off-site training session is directed by the Employer such attendance shall be without loss of pay. The employee shall be reimbursed for necessary expenses pursuant to Article XIII, Section 12 (Travel & Lodging).

Section 2 Specialized Training

11/2/1 Employees may be permitted to attend institutes, seminars, work shops, and professional society activities related to their classifications. When authorized by the Employer, such attendance shall be without loss of pay and may be authorized reimbursement of travel expenses.

Section 3 Full Time Education

11/3/1 The Employer may grant a leave of absence without pay for the purpose of continuing formal professional education at an accredited institution.

Section 4 Part-Time Education

11/4/1 An employee may be permitted to participate in accredited courses related to the performance of the employee's duties for up to six (6) credit hours per semester. Any work time lost by such attendance shall be without loss of pay. Work time lost by such attendance shall include reasonable travel time as determined by the Employer.

Section 5 Leave for Professional Development

11/5/1 Employees shall be granted five (5) days of professional time off during a calendar year without loss of pay. The scheduling of such absences shall be in accordance with the principles enumerated in Article VI, Section 3. The use of such time off shall be: at the employee's discretion, regardless of sponsorship, to attend professional meetings, conventions, certification exams, institute seminars, continuing education, work shops related to the advancement of the employee's development; may be applied to Sections 2 or 4 of this Article; or may be used to satisfy any other personal professional needs as deemed appropriate by the employee. At the sole discretion of the Employer, travel expenses may also be paid to the employee, and additional time off exceeding the aforementioned five (5) days, with or without loss of pay, may be granted for the purposes mentioned above.

Section 6 Notice of Promotional Exams

11/6/1 The Employer shall post on the appropriate bulletin boards notices of all promotional examinations for which bargaining unit employees may be interested and/or qualified and shall supply the Association with thirteen (13) copies of such notices. The parties agree the above notices are for informational purposes only.

Section 7 Leave for State Promotional Exams - Interviews

11/7/1 The Employer agrees to provide leaves of absence for promotional examinations and promotional interviews during scheduled work hours as follows: Each employee with permanent status in class shall be entitled to receive leave time off without loss of pay or benefits using the appropriate agency Promotional Examination leave code in each calendar year for the purpose of competing in no more than two (2) examinations (including interviews) which could make the employee eligible for promotion. In addition, participating employees shall be entitled to receive up to sixteen (16) hours of Promotional Examination paid leave time, which is without loss of pay or benefits, for the two (2) examinations (including interviews) to cover any travel time required during the employee's scheduled work time.

11/7/2 An employee shall not be denied requests for time to participate in examinations and interviews in connection with such two (2) examinations provided five (5) workdays notice has been given by the employee so that work coverage will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews.

11/7/3 Promotional Examination leave time off without loss of pay or benefits for more than two (2) examinations in each calendar year and interviews in connection with such examinations may be granted to employees at the discretion of the Employer. Employees will be reimbursed in accordance with the provisions of Article XIII, Section 12 (Travel and Lodging) for necessary and reasonable travel expenses incurred while participating in interviews following certification resulting from the two (2) examinations taken in accordance with the above provisions.

Section 8 Time Off for Professional Exams

11/8/1 Each employee represented by the Association shall be granted time, without loss of pay, for the purpose of taking the Engineer-in-training Examination, Professional Engineer Examination, Professional Architect Examination, Land Surveyor's Examination, Soil Tester's Examination, Designers Examination, Landscape Architect Examination, Professional Geologist Examination, Professional Hydrologist Examination, Professional Soil Scientist Examination, Petroleum Operations Engineer Examination, Wisconsin Registered Interior Designer Examination or other professional examinations required by management and conducted by the State of Wisconsin when such examinations are given during the employee's regularly scheduled work time.

Section 9 Reimbursement for Professional Licenses

11/9/1 Each employee represented by the Association shall be reimbursed for the initial examination and initial licensing fees in connection with the Engineer-in-training certificate, the Professional Engineer license, the Professional Land Surveyor license, the Designers license, the Professional Architect's license, Landscape Architect's license, Soil Tester's license, Engineering Technician certificate, Professional Geologist license, Professional Hydrologist license, Professional Soil Scientist license, Petroleum Operations Engineer license, Wisconsin Interior Designer license and other licenses or certificates required by management, when the possession of such license becomes a condition of employment but was not prior to appointment or promotion.

11/9/2 Eligible employees shall be paid only one of the following add-ons:

A. An add-on amount of thirty cents (\$0.30) per hour shall be paid to supplement the base pay of each employee in any classification who currently holds or obtains a license from the Department of Regulation and Licensing as either a Land Surveyor, Landscape Architect, Professional Geologist, Professional Hydrologist, Professional Soil Scientist, Petroleum Operations Engineer, Wisconsin Registered Interior Designer or other certificate, registration, and/or license as required by the Employer or who holds a permit as a Designer of Engineering Systems, and is working in a position with the duties of an Engineer, Land Surveyor, Architect, Landscape Architect, or Designer of Engineering Systems, subject to C. and D., below.

B. Effective the first pay period following the effective date of this Agreement, the add-on paid to supplement the base pay of each employee in any classification who currently holds or obtains a license from the Department of Regulation and Licensing as either a Professional Architect or a Professional Engineer will be fifty cents (\$0.50) per hour, subject to C. and D., below.

C. Employees eligible for an add-on shall receive the add-on effective at the beginning of the first pay period following receipt by the appointing authority of proof that the registration or permit has been obtained and is currently held.

D. If an employee currently receiving an add-on moves to a position not allocated to one of the authorized classifications, the add-on shall cease. If the employee receiving an add-on ceases to hold a current registration or permit as the result of expiration or revocation, the add-on shall cease effective at the beginning of the first pay period following the expiration or revocation date.

Section 10 Continuing Competency Training Requirements

11/10/1 Should the Department of Regulation and Licensing require a minimum amount of continuing education to maintain Employer required licensure, certification or registration, employees so affected shall receive time off without loss of pay to attend such minimum training. At the discretion of the Employer, reimbursement of travel expenses and course or conference registration fees may be paid.

ARTICLE XII

Wages

Section 1 Wage Adjustment

12/1/1 Effective the first day of the pay period following the effective date of this Agreement, the Employer will apply the following wage adjustments in the order set forth below, subject to the new pay range maximum that takes effect on the same date:

A. General Wage Adjustment: Subject to 12/1/2, below, each eligible employee in pay status on the effective date will receive a General Wage Adjustment of one percent (1.0%) plus ten cents (\$0.10) per hour.

B. Pay Schedule: The pay ranges specified in Appendix A. and semi-automatic pay progression series specified in Appendix B.I. will be implemented.

C. Semi-automatic progression adjustments will be provided in accordance with Appendix B.

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

12/1/2 Employees Not Eligible for General Wage Adjustments and Annualized General Wage Adjustment Payments

Employees who have previously been considered for or received a 2004-2005 fiscal year one percent (1.0%) General Wage Adjustment plus ten cents (\$0.10) per hour, or corresponding base pay increase, will not be eligible for the General Wage Adjustment set forth in 12/1/1/A.

Section 2 Annualized General Wage Adjustment Payment

12/2/1 There are no Annualized General Wage Adjustment Payments in the 2003-2005 Agreement for employees limited by the pay range maximum on General Wage Adjustments.

Section 3 Lump Sum Wage Payments for Delay in Implementation of the Agreement

12/3/1 Eligible employees shall receive a lump sum wage payment in an amount equal to the value of any increase received under 12/1/1/A., above, multiplied by the number of the employee's hours in pay status in the bargaining unit from June

26, 2005, through the effective date of the Agreement. The lump sum wage payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

12/3/2 Health Insurance Recoupment

A. The parties agree that the value of the FY04-05 general wage adjustments specified in paragraph 12/3/2.D. of the 2003-05 Agreement and the FY 04-05 two hundred and fifty dollars (\$250.00) lump sum payment shall be applied to partially offset the aggregate bargaining unit's employee share of monthly health insurance premiums paid by the Employer, commencing with the November 2003 deduction for January 2004 coverage, through the June 2005 deduction for August 2005 coverage.

B. As soon as administratively feasible after the effective date of the contract, the Employer shall provide the Association with the member by member health insurance history report showing monthly employee share of health insurance premiums by scheduled pay period deduction and any health insurance premiums reimbursed to the Employer. The Employer shall also provide the Association with existing underlying data and documents requested by the Association for verification purposes.

C. The Employer will recoup only those funds paid by the Employer for the employees' share of health insurance while the employees were members of the bargaining unit. The Employer will only recoup such insurance payments that have not been previously recovered by the Employer by any other means or source. Any disputes arising in relation to recoupment of insurance premiums under the terms of the Agreement shall be subject to the contractual grievance procedure.

D. If delaying the value of the FY04-05 general wage adjustments of the 2003-05 Agreement and the FY 04-05 two hundred and fifty dollars (\$250.00) lump sum payment results in an overpayment of the aggregate bargaining unit amount necessary to achieve the insurance recoupment, the overpayment will be refunded in a lump sum payment to bargaining unit employees in equal amounts prorated by FTE.

12/3/3 The following employees shall be eligible for the payments under 12/3/1, above:

A. Employees who were at all times in the bargaining unit between June 26, 2005 and the effective date of the Agreement.

B. Employees who left the bargaining unit for other state employment between June 26, 2005 and the effective date of the Agreement, subject to 12/1/2.

C. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after June 26, 2005 and before the effective date of the Agreement.

D. New state employees hired into the bargaining unit between June 26, 2005 and the effective date of the Agreement.

E. Employees hired into the bargaining unit from another certified state bargaining unit between June 26, 2005 and the effective date of the Agreement, and prior to the effective date of the corresponding wage increase date of the employee's former bargaining unit.

F. Former employees of the bargaining unit who retired from state service between June 26, 2005 and the effective date of the Agreement. Such payment shall not be considered earnings for retirement and benefit purposes.

G. Employees in the bargaining unit who are on or returned from a leave of absence between June 26, 2005 and the effective date of the Agreement. Employees who went on a leave of absence from a position in the bargaining unit after June 26, 2005 and have not returned to pay status shall receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

12/3/4 For the purposes of calculating employee benefits, except for former employees who have retired, the lump sum wage payment shall be considered as salary or wages earned during the period commencing June 26, 2005 and the effective date of the Agreement.

Section 4 Pay Administration

12/4/1 Pay Administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Adm. Code, except where specifically modified by this Agreement.

Section 5 Assignment of Classifications to Pay Ranges During Term of Agreement

12/5/1 The parties agree that during the life of this Agreement, the Employer may implement the assignment of new bargaining unit classifications to pay ranges and implement reassignment of existing bargaining classifications to pay ranges subject only to the qualifications set forth in this section.

12/5/2 The Employer will not implement the assignment/reassignment of a bargaining unit classification to a pay range during the life of the contract when such action would result in a reassignment of a classification to a lower pay range.

12/5/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this section are not grievable under the provisions of Article IV of this Agreement. Nothing in this section, however, precludes the Association from bargaining on such assignment/reassignment of bargaining unit classifications to different pay ranges, or the assignment/reassignment of any other bargaining unit classifications, during the succeeding round of negotiations.

Section 6 Negotiation of Pay Range Changes

12/6/1 Association demands regarding the assignment and reassignment of existing classifications to pay ranges shall be submitted to the Director of the Office of State Employment Relations no later than June 30 of the first year of the Agreement. No later than April 15 before contract expiration, the Office of State Employment Relations shall provide to the Association any State proposals for assignment and reassignment of existing classifications.

Section 7 HAM and RMR Notification

12/7/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will provide to the Association, before implementation, a copy of the completed HAM request form or agency request for RMR.

Section 8 Periodic Classification/Pay Range Assignment Meetings

12/8/1 The Association and the Employer shall have quarterly meetings to discuss pertinent issues. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

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 substantially equivalent as determined by the Group Insurance Board. 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 Subject to 13/1/4 below, the Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or one hundred and five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

13/1/3 Subject to 13/1/6 below, the Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

13/1/4 Effective with premiums due for coverage beginning January 1, 2004, the provisions of 13/1/2, above, and 13/1/5, below, will be discontinued and a three-tier health insurance model will be implemented. Employees appointed to work one thousand and forty-four (1044) hours or more per year shall pay contributions under this three-tier approach as follows:

Employee Monthly Contribution

2004 Coverage Months

2005 Coverage Months

	<u>Single</u>	<u>Family</u>		<u>Single</u>	<u>Family</u>
<u>Tier 1</u>	<u>\$18.00</u>	<u>\$45.00</u>	<u>Tier 1</u>	<u>\$22.00</u>	<u>\$55.00</u>
<u>Tier 2</u>	<u>\$47.00</u>	<u>\$117.50</u>	<u>Tier 2</u>	<u>\$50.00</u>	<u>\$125.00</u>
<u>Tier 3</u>	<u>\$100.00</u>	<u>\$250.00</u>	<u>Tier 3</u>	<u>\$100.00</u>	<u>\$250.00</u>

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

13/1/5 Until implementation of the three-tier health insurance plan model under 13/1/4. above, the Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

13/1/6 Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 13/1/4, above, the provisions of 13/1/3, above, will cease and the Employer agrees to pay fifty percent (50%) of the total monthly premium amounts for insured employees in permanent part-time or project positions, who are appointed to work for at least six hundred (600) but less than one thousand and forty-four (1044) hours per year.

13/1/7 An employee who is laid off or on an approved leave of absence without pay may continue his/her group health insurance for a period not to exceed thirty-six (36) calendar months while on layoff status or on approved leave of absence without pay, provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Section 2 Life Insurance

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. and the master contract between the Insurance Carrier and the State of Wisconsin, Group Insurance Board.

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

Section 3 Income Continuation Insurance

13/3/1 The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the Insurance Carrier and the Group Insurance Board.

Section 4 Sick Leave

13/4/1 The Employer agrees to provide a sick leave plan as follows:

A. Sick leave shall accrue at the rate of .0625 hour of sick leave for each hour in pay status, not to exceed five (5) hours of sick leave accrual in any biweekly payroll period. Sick leave shall not be used until it has been accrued.

B. Sick leave shall not accrue during any period of absence without pay, except as provided in Articles II and XIII, or for any hours in excess of eighty (80) hours per biweekly period of service.

C. Unused sick leave shall accumulate from year to year in the employee's sick leave account.

13/4/2 The Employer agrees to permit the use of accrued sick leave in increments of one (1) minute for the following:

A. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease:

1. which require the employee's confinement; or
2. which render the employee unable to perform assigned duties; or
3. where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during the employee's regularly scheduled hours of employment, the employee shall be allowed time off without loss of pay or sick leave credits to obtain the certificate.

B. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) workdays advance notice of appointments except when emergency conditions prevail.

C. 1. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, spouse equivalent residing in the household of the employee, parents, step parents, grandparents, foster parents, children, step children, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, aunts and uncles of the employee or

spouse, sons-in-law or daughters-in-law of the employee or spouse or other relatives of the employee or spouse residing in the household of the employee. The term “spouse equivalent” is to be applied in this paragraph only.

2. Use of accrued sick leave shall normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) workdays, plus required travel time not to exceed four (4) workdays.

D. Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, or cousins, of the employee or spouse. Travel time required to attend such funerals shall not exceed four (4) workdays.

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph C.1. above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained. An employee may use sick leave for care of his or her spouse and/or children immediately prior to and/or during the ten (10) day period following the birth or adoption of a child.

F. 1. 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 their regular base rate plus add-on.

2. 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.

G. Employees may use accrued sick leave to care for adopted children. Use of sick leave for this purpose may not exceed five (5) workdays during the seven (7) calendar days immediately after taking custody of the child or children.

13/4/3 The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or are permanently laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while permanently laid off, under the following conditions:

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

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

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

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

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

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

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

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

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

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

These credits shall be converted using the employee's highest base pay rate while in state service.

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

E. Credits granted to a permanently laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee accepts other employment that offers a comparable health insurance plan as defined in 13/4/7 below, or five (5) years have elapsed from the date of layoff, whichever occurs first.

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

13/4/4 G. The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current 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.

13/4/5 H. Separation from the service shall cancel all unused accumulated sick leave. After the effective date of this Agreement, when a person who is an employee with permanent status in class is laid off or resigns, any unused accumulated sick leave shall be restored, if the employee is re-employed by the same agency or is rehired by any other agency of the State within five (5) years.

13/4/6 I. Each employee's unused sick leave accumulated in their sick leave account as of June 30, 1993 shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to July 1, 1993 or prior to the date an employee becomes a bargaining unit member.

13/4/7 J. Payment of Health Insurance Premium for Laid Off Employees.

Upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under 13/4/3, shall, at the time of layoff, be converted to cash at the employee's highest base pay rate for credits to be used to pay health insurance premium costs during the time of 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 years from the date of layoff or shall cease the first of the month following the acceptance of any other employment, whichever occurs first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1), Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be converted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

13/4/8 K. Payment of Health Insurance Premium for Employees Eligible for Disability Benefits.

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.

13/4/9 Under this Agreement, an employee who is eligible for benefits under s. 40.65 or s. 40.63, Wis. Stats., as a result of a work-related injury or disease shall be eligible to convert accumulated unused sick leave at the employee's then current basic rate to credit for payment for health insurance premiums.

13/4/10 Conversion of accumulated unused sick leave credits for payment of health insurance premiums by employees who qualify for benefits under s. 40.65 or s. 40.63, Wis. Stats., shall not be treated as earnings under s. 40.02(22), Wis. Stats.

Section 5 Paid Annual Leave of Absence

13/5/1 A. The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

13/5/2 B. Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent or seasonal position, pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Adm. Code (Rules of the Administrator, Division of Merit, Recruitment and Selection), employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

1. Regular Employees.

Seniority	Rate for a Full Year of Service
1 yr. through 5 yrs.	80 hrs.
6 yrs. through 10 yrs.	120 hrs.
11 yrs. through 15 yrs.	136 hrs.
16 yrs. through 20 yrs.	160 hrs.
21 yrs. through 25 yrs.	176 hrs.
26 yrs. or more	200 hrs.

2. 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 par. (1).

3. 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 par. (1).

4. 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 par. (1).

13/5/3 C. Annual leave shall be computed as follows:

1. Annual leave credit in any given year shall not be earned for any period of absence without pay, except as provided in Articles II and XIII.

2. Annual leave for covered employees shall be prorated: during the first year of employment at a rate of eighty (80) hours; in the calendar year the employee attains five (5) years of seniority at the rate of eighty (80) or one hundred twenty (120) hours respectively, in the calendar year the employee attains ten (10) years of seniority at the rate of one hundred twenty (120) or one hundred thirty six (136) hours respectively, in the calendar year the employee attains fifteen (15) years of seniority at the rate of one hundred thirty six (136) or one hundred sixty (160) hours respectively, in the calendar year the employee attains twenty (20) years of seniority at the rate of one hundred sixty (160) or one hundred seventy six (176) hours respectively, in the calendar year the employee attains twenty-five (25) years of seniority at the rate of one hundred seventy six (176) or two hundred (200) hours respectively.

3. Employees eligible for annual leave as provided in Subsection B, shall have such leave prorated upon termination.

13/5/4 D. Employees eligible for one hundred sixty (160) or one hundred seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one or more of the following options each year:

1. As annual leave during the year earned.
2. As credit for termination leave.
3. As accumulated sabbatical leave.

13/5/5 E. 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 one or more of the following options each year:

1. Not to exceed forty (40) hours in cash during the year earned.
2. Annual leave during the year earned.
3. As credit for termination leave.
4. As accumulated sabbatical leave.

13/5/6 F. As of July 1, 1993, employees who 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:

1. Annual leave during the year earned;
2. 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, 1993, and those employees who accumulate such hours of sick leave after that date, will be permanently eligible for this benefit.

13/5/7 Catastrophic Leave

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.

Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

A joint committee composed of equal representation of Association, Union and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One (1) representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies approval. Covered employees for purposes of this provision means any state employee having access to a Catastrophic Leave Program, excluding employees in positions under s. 230.08(cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board, and elected officials.

The Association shall establish an approval committee, comprised of no more than three (3) Association representatives and one (1) management liaison. Leave requests must be approved by the Association 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.

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.

The Association approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to approved recipients or donors, unless required to do so by the Wisconsin Employment Relations Commission, or a court of law.

To be an eligible recipient, an employee:

A. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes).

B. Must be on approved unpaid leave of absence.

- C. Must be in need of at least one hundred and sixty (160) hours.
- D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee’s immediate family for which medical documentation is provided.
- E. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, personal holiday and/or sabbatical leave time.
- F. Must not be receiving other salary replacement benefits.
- G. Must be approved to receive transfers by the Association 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.

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 thirty-two (32) 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.

An applicant may consult with their Association 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.

It is understood that nothing in this Section shall require either the Association or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

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

13/5/8 Employees shall be allowed to use earned annual leave 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 of post retirement periods as under s. 40.05(4)(b), Wis. Stats.

Section 6 Leaves of Absence Without Pay

13/6/1 A. Leaves of Absence

1. Employees, upon request, may be granted leaves without pay at the sole discretion of the Employer for any reason for a period up to, but not exceeding one (1) year, except as provided in paragraphs 2, 3, 4, 5, below and in Article II, Section 12.

2. Employees shall be granted a maternity or paternity leave of absence without pay as follows:

a. The employee shall submit written notification to the employee’s immediate supervisor at least four (4) weeks prior to the employee’s anticipated departure stating the probable duration of the leave. Maternity or paternity leaves shall be granted for a period of time up to, but not exceeding, six (6) months. Upon request of the employee and at the discretion of the appointing authority, maternity leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave for maternity, including use of vacation, sick leave, compensatory time, holidays or leave of absence without pay, exceed twelve (12) months.

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

c. Except as provided under Article XIII, Section 4 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

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

4. 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.

5. Employees adopting a child or children or taking custody of a foster child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding, six (6) months. Such leave must coincide with the actual taking custody of the child or children.

13/6/2 B. The Employer agrees to provide for the following rights upon the employee’s return from any of the above approved leaves without pay:

1. The employee shall be returned to the employee's position or one of like nature.

2. If the employee's position has been abolished through legislation or material reorganization of the agency, the employee shall be given consideration for any other position of similar pay grade and class for which, in the opinion of the Employer, the employee is qualified. If no such position exists, the layoff provisions of this Agreement (Article VIII) shall apply.

3. Employees may return to work prior to the expiration of a leave of absence only upon express approval of the Employer.

13/6/3 C. Bargaining unit employees, at their discretion, and with fourteen (14) days notice to the Employer, shall be permitted to take up to five (5) days leave without pay but without loss of benefits, during each calendar year in addition to any other leave entitlements beginning June 30, 2001. Additional leave without pay may be approved by the Employer.

Section 7 Hazardous Employment Status

13/7/1 A. The Employer agrees to continue in effect the 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 the employee's employment. For the purposes of this section, the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the Personnel Commission, shall not be applicable.

13/7/2 B. Application for benefits under s. 230.36 Wis. Stats., shall be made by the employee or his or her representative to the Employer within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Employer, 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.

13/7/3 C. Within fourteen (14) calendar days after receipt of the claim, the Employer shall notify the employee of the decision to authorize or deny the claim.

13/7/4 D. If an employee's claim for benefits under this Section is denied by the Employer, the employee may, within thirty (30) calendar days, file an appeal at the Third step of the grievance procedure provided under Article IV of this Agreement.

13/7/5 E. Approved payments under this Section shall continue from the date of inability to work until the date employee returns to work or until the employee is terminated by the Employer. Employees on approved leave under this

Section shall be entitled to full base pay plus add-on, plus any unitwide pay increases and personal holidays. However, personal holidays shall lapse if the employee does not return to full work status by the end of the calendar year.

13/7/6 F. An employee on approved leave with pay under this section, shall earn the following benefits while remaining in nonwork status: accrual of vacation credits for the period of absence; and the accrual of sick leave during the period of absence. An employee shall be denied legal holiday credits for holidays which occur during the period of absence from work while on an approved leave with pay under this section. Vacation and holiday credits earned prior to the date of injury may be carried over for a period of twelve (12) months from the date of injury, at which time unused credits shall lapse.

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

13/7/8 H. Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease providing the attending physician has released them from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, the employee may, upon recommendation of their attending physician, have such benefit resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

Section 8 Military Service

13/8/1 Annual Field Training:

A. 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, shall be granted a leave of absence without loss of pay not to exceed thirty (30) scheduled workdays in any calendar year. During this leave, each employee shall receive the employee's base state pay less the base military pay received for those scheduled workdays, but such reduction shall not be more than the base state pay. Such leave shall be provided to enable employees to attend military schools and annual field training or annual active duty of training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of three (3) consecutive days or less. Employees shall notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

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

13/8/2 Public Emergencies:

The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called into State active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the State pursuant to s. 20.465(1)(c), Wis. Stats., in an amount equal to the employee's 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.

13/8/3 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.

13/8/4 The Employer agrees that employees who are called for a preinduction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

13/8/5 Differential pay, sick leave, and annual leave for employees activated into certain federal service:

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

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

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

3. The employee has received a military leave of absence under 13/6/1/A.4., under 13/8/1, under s. 230.35(3), Wis. Stats., or under rules promulgated by the office of state employment relations.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than one hundred and seventy-nine (179) days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 13/8/1 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 13/8/1.

2. The governor, by executive order, may extend the period that an employee receives the pay and benefits under 1., above, up to a period of two (2) years from the date on which the person is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service. Any extension granted by the governor under this paragraph may apply to an individual

employee or to a group of employees, as determined by the governor. The governor may make up to three (3) additional extensions under this paragraph, each of which may not exceed a period of two (2) years.

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

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

13/8/6 If an employee who is eligible to receive the pay and benefits authorized under 13/8/5 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 13/8/5 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 9 Jury Duty

13/9/1 The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the base pay of the employee. Base pay of the employee is the employee’s pay rate excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee shall report back to work unless authorized by the Employer to be absent from the employee’s work assignment.

Section 10 Retirement

13/10/1 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.

13/10/2 The Employer shall contribute on behalf of the employee five percent (5%) of the employee’s earnings paid by the State.

13/10/3 The Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

13/10/4 Effective the first day of the pay period following the effective date of the Agreement, the Employer shall pay the additional three-tenths of one percent (.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 11 Holidays

13/11/1 A. Holidays

1. The Employer agrees to provide full time employees the following paid holidays of eight (8) hours each.

Independence Day	
Labor Day	<u>First Monday in September</u>
Thanksgiving Day	<u>Fourth Thursday in November</u>
Christmas Eve	
Christmas Day	
New Year's Eve	
New Year's Day	
Martin Luther King Jr. Day	<u>Third Monday in January</u>
Memorial Day	<u>Last Monday in May</u>

The day following, if January 1, July 4 or December 25 falls on a Sunday.

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.

3. If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees shall be compensated at the regular rate for the holiday in cash or compensatory time off at the discretion of the Employer.

4. a. The Employer agrees to provide employees with three and one-half (3 1/2) non-cumulative personal holidays in each of the calendar years covered by this Agreement plus one (1) additional non-cumulative personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing their probationary period will earn only the annual proration of their personal holidays.

b. These four and one-half (4 1/2) holidays may be scheduled and taken as provided in Article VI, Section 3. (Hours of Work)

5. Under the provisions of 1, 2 and 4 above, permanent part time employees will have all holidays prorated. The proration will be based upon the projection of the percent of full time the employee is to be employed on a yearly basis (2088 hours).

13/11/2 B. Premium Pay for Working Holidays

1. When employees are required by the Employer to work on a holiday provided in A./1. above, the Employer agrees to reimburse such employees at the premium rate of time and one-half in addition to the paid holiday for all hours worked on holidays between the hours of 12:00 a.m. and 11:59 p.m.

2. Premium payments for working 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 any combination thereof, at the discretion of the Employer. When such payment is made in compensatory time, the provisions of Article VI, Section 2 shall apply.

13/11/3 C. Compensatory Time Off

Where compensatory time off is provided under the provisions of this Section, it shall be taken in accordance with the provisions of Article VI, Section 3 (Hours of Work). The Employer may permit such time to be anticipated.

Section 12 Travel and Lodging

13/12/1 The Employer agrees to continue in effect the provisions of s. 16.53(12) and 20.916, Wis. Stats, relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Association recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53(12), 20.916, Wis. Stats., and this Section. The Employer agrees to provide thirty (30) days advance notice to the Association of any Office of State Employment Relations formal recommendations relating to guideline changes. The reasonableness of such changes to the guidelines which includes both application and interpretation may be challenged through the grievance procedure contained in this Agreement.

Employees 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.

13/12/2 A. Definitions:

In this section the following definitions shall apply:

1. "Assigned Headquarters" shall mean the facility or location to which the employee is normally assigned by the Employer as a headquarters and from which the employee performs their assigned duties.

2. "Work Site" shall mean any location designated by the Employer other than the employee's assigned headquarters at which the employee performs their assigned duties.

13/12/3 B. 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) odometer miles from the assigned headquarters when traveling by the shortest accessible route, unless a longer route is authorized by the Employer. As of the effective date of this Agreement, employees shall be reimbursed without receipts for actual expenses incurred up to the amounts in the following schedule:

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

13/12/4 When an employee is entitled to reimbursement for two (2) 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 total of the eligible individual meal rates for the consecutive meals in a day.

13/12/5 Employees shall be paid a flat rate of four dollars (\$4.00) for each home packed meal.

13/12/6 Employees shall be reimbursed for commercially packed meals in accordance with the Breakfast rate for Breakfast meals and in accordance with the Lunch rate for Lunch and Dinner meals.

13/12/7 All of the above amounts include tax and tip.

13/12/8 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.

13/12/9 C. 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. The amounts set forth below exclude the cost of all applicable taxes.

13/12/10

As of the effective date of this Agreement:

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

In Milwaukee, Racine, and Waukesha counties: \$72.00

13/12/11 D. Mileage Reimbursement

1. As of the effective date of this Agreement, the Employer agrees to reimburse any employee who is authorized and required to use the employee's personal automobile or truck in work for the State at a rate of thirty two and one-half cents (\$.325) per mile.

2. An additional reimbursement at the rate of one cent (\$.01) per mile shall be paid to any employee for the use of the employee's personal automobile or truck when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation [including pulling trailers; carrying two (2) or more passengers (not including the driver); carrying tools, equipment or supplies; or which require the installation of special equipment]. This reimbursement at the rate of one cent (\$.01) per mile is in addition to the rates listed in 1., above and 3., below, to which the employee is eligible.

3. When an employee uses a personal automobile or truck on a construction project (including a pit, quarry, or to a bituminous mixing or concrete mixing site and in survey work) or in woods, or fields where trails, roads or portions thereof are not open to the public and not paved, the employee shall be reimbursed at the rate of four cents (\$.04) per mile in addition to the rates listed in 1. and 2., above, to which the employee is eligible.

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

5. The Employer agrees to reimburse an employee who is authorized to use a privately owned motorcycle on state business. The rates for reimbursement shall be sixteen and two tenths cents (\$.162) per mile, subject to the following conditions:

a. Only one (1) individual may be transported on a single motorcycle.

b. The agency head may require travel by automobile or truck if the travel costs are anticipated to be less than the cost of travel by motorcycle, such as when two (2) or more state employees are traveling to the same destination.

c. The agency head may require the use of a safety helmet as a part of the agency's work rules.

6. When management determines that an employee's automobile, truck, or motorcycle is required for travel to and from 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.

7. When management determines that an employee's automobile, truck, or motorcycle is not required for travel to and from a work site removed from the assigned headquarters and the Employer does not provide transportation to the work site, the Employer will reimburse mileage from the employee's home to the work site, or to a pickup point, which is in excess of the mileage from the employee's home to the assigned headquarters. Mileage payments from home to the assigned headquarters are not allowed.

13/12/12 E. Parking Reimbursement

Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using a personal automobile, truck, or motorcycle, or an assigned automobile or truck. This is based on the assumption that the employee is removed from the employee's assigned headquarters.

13/12/13 F. Automobile or Truck Insurance

When an employee operates a state-owned automobile or truck:

1. Liability protection will be provided by the Employer for both business and personal miles driven.

2. Non-deductible collision protection will be provided by the Employer for authorized business and personal use.

3. No action will be taken by the Employer to recover costs for damages to a state-owned automobile or truck from the employee.

13/12/14 G. Automobile or Truck Assignments

1. Annual state-owned vehicle automobile or truck assignments for highway construction or seasonal assignments 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) or seasonal assignment while assigned to the field, unless mutually agreed otherwise. Employees not assigned a state-owned automobile or truck under the preceding provision shall not be required to accept a subsequently available state-owned automobile or truck during the remainder of that annual construction season or seasonal assignment while assigned to the field, unless mutually agreed otherwise.

2. The Employer agrees that bargaining unit employees shall not be required to reimburse the Employer for miles driven in a personally assigned, state-owned vehicle when the distance traveled from the employee's home to a work site removed from the assigned headquarters is less than the distance from the assigned headquarters to such work site.

13/12/15 H. Travel Expenses

1. Travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances shall not exceed eighty percent (80%) of the estimated expenses.

2. As of the effective date of this Agreement, one personal call home per day is reimbursable up to five dollars (\$5.00) each for the following conditions:

a. Each night an employee must spend overnight away from home in travel status, or,

b. As a result of each unscheduled geographical location change, or,

c. As a result of an unscheduled change in travel status which results in more than a one (1) hour extension to the employee's originally scheduled return time.

13/12/16 I. Travel Status

Employees transferring under the provisions of Article VII, Section 3 of this Agreement may be eligible for travel and lodging expenses for a period of up to sixty (60) calendar days following the date of transfer as determined by the Employer.

13/12/17 J. Employee Commuting Option

With prior approval from the employing unit management, employees on field assignment that require temporary lodging near the work site may apply an amount up to the actual cost of lodging to reimburse the employee for the cost of commuting between the employee's home and work site. The cost of commuting includes mileage for the trip from the employee's home to the work site at the beginning of the workweek and the trip from the work site to the employee's home at the end of the workweek. Reimbursement will be at the personal vehicle use mileage rate. Time spent commuting under this provision shall not be considered work time.

13/12/18 Should more than one (1) employee at one (1) work site request reimbursement, management reserves the right to require car pooling and to limit the changing of employees being reimbursed to no more than once a pay period.

Section 13 Administration of Worker’s Compensation Benefits

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

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

13/13/3 In the event the Employer denies the employee’s claim of Worker’s Compensation injury, and the employee’s claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article XIII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker’s compensation claim pendency.

Section 14 Witness Fees

13/14/1 Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee’s required duties, the Employer shall permit the employee to take time off without loss of pay to comply with the subpoena if required to appear during the employee’s regularly scheduled hours of employment; provided however, that the employee shall turn over to the Employer any witness fee received. The employee shall be reimbursed for necessary expenses pursuant to Article XIII, Section 12 (Travel & Lodging).

Section 15 Dental Insurance

13/15/1 The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Association. The Association shall notify the Employer of the premium amounts and provide signed deduction authorization cards for employees from whose pay the premium shall be deducted.

13/15/2 The Association 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.

13/15/3 Notwithstanding the foregoing provision of this section, it is neither the intent nor the 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 16 Employee Funded Reimbursement Account

13/16/1 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 17 Family and/or Medical Leave

13/17/1 The parties agree to abide by the provisions of the Wisconsin Family or Medical Leave Act, s. 103.10, Wis. Stats., and the Federal Family and Medical Leave Act of 1993 or as amended, as required.

Section 18 Americans With Disabilities Act Compliance

13/18/1 The Association and the Employer agree that the language of the Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act.

Section 19 Long Term Health Care Insurance

13/19/1 The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a Long Term Health Care Insurance plan to be administered by the Association. The Association shall notify the Employer of the premium amounts and provide signed deduction authorization cards for employees from whose pay the premium shall be deducted.

13/19/2 The Association 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.

13/19/3 Notwithstanding the foregoing provision of this section, it is neither the intent nor the purpose of this section that the Employer is offering, providing or making available Long Term Health Care Insurance coverage to employees nor does the Employer assume or accept responsibility or liability for the administration, coverage or conduct of such a program.

ARTICLE XIV

No Strike or Lockout

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 Association recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

14/1/2 A. The Association 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 Association agrees that the Employer has the right to deal with any such strike activity by:

1. 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;

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

3. Seeking an injunction and/or requesting the imposition of fines either against the Association 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 Association by certified mail that any of its members are engaged in any such strike activity, the Association 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 Association shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Association to take such action shall be considered in determining whether or not the Association 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 B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

14/1/5 C. In the event a dispute arises between the parties hereto with respect to whether or not the Association, 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 Article shall not affect the right of the Employer to deal with any strike activity pursuant to Part A 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 Director 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.

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

15/3/2 The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

Section 4 Retroactivity

15/4/1 No provision of this contract shall be retroactive unless specifically so stated.

ARTICLE XVI

Termination of Agreement

16/1/1 Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing on May 27, 2006 (the day after publication in the official newspaper), and terminating on June 30, 2005, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any disciplinary grievance presented prior to the termination of the Agreement.

NEGOTIATING NOTE 1

ARBITRATION DECISION DISTRIBUTION

Arbitration decisions will be sent to all agencies which employ SEA represented employees and the agencies will distribute copies of the decisions to appropriate managers and supervisors unless the SEA and the Employer agree otherwise.

NEGOTIATING NOTE 2

Counterpart Pay Ranges

Counterpart pay ranges are determined by row in the grid below. For example, pay range 14-24 is counterpart to 14-04 and 14-55.

	14-22		
	14-23	14-03	
	14-24	14-04	14-55
14-46	14-25	14-05	14-56
	14-26	14-06	
14-47			14-57
14-48			

For a complete listing of SEA bargaining unit classifications, including their corresponding pay ranges, see Appendix C.

MEMORANDUM OF UNDERSTANDING 1

Within thirty (30) days of the effective date of this Agreement, the Employer will provide the President of the Association at 4510 Regent Street, Madison, Wisconsin, 53705, with a free copy of the current Uniform Travel Schedule Amounts (UTSAs) per Section F of the 2001-2003 Compensation Plan. The Association will receive updates to the UTSAs as they are issued.

MEMORANDUM OF UNDERSTANDING 2

Agency Employing Unit Structure Bulletin

Within thirty (30) days of the effective date of this Agreement and whenever the bulletin is revised thereafter, the Employer will provide the President of the Association with an electronic link to the current DMRS Bulletin listing all Employing Units.

MEMORANDUM OF UNDERSTANDING 3

Additional Personal Holiday Carryover

Employees shall be allowed to carry over into calendar year 2006 the additional personal holidays, provided under 13/11/1/A.4.a in recognition of Veteran's Day, for calendar years 2004 and 2005. Such additional personal holidays must be used prior to December 31, 2006.

APPENDIX A
SCHEDULE 14: STATE ENGINEERING ASSOCIATION

**Effective the first day of the pay period following the Agreement effective date
for implementation of fiscal year 2004-05 wage adjustments**

Pay Range	Official Hourly Rate				Monthly Basis *			Annual Basis *		
	Min	PSICM	Max	Within Range Pay Step	Min	PSICM	Max	Min	PSICM	Max
14-03	13.845	14.261	23.075	0.416	2,409	2,481	4,015	28,908	29,777	48,181
14-04	18.303	18.853	29.285	0.550	3,185	3,280	5,096	38,217	39,365	61,147
14-05	19.662	20.252	31.460	0.590	3,421	3,524	5,474	41,054	42,286	65,688
14-06	21.064	21.696	33.703	0.632	3,665	3,775	5,864	43,982	45,301	70,372
14-22	13.845	14.261	22.152	0.416	2,409	2,481	3,854	28,908	29,777	46,253
14-23	16.843	17.349	26.949	0.506	2,931	3,019	4,689	35,168	36,225	56,270
14-24	18.107	18.651	28.972	0.544	3,151	3,245	5,041	37,807	38,943	60,494
14-25	19.662	20.252	31.460	0.590	3,421	3,524	5,474	41,054	42,286	65,688
14-26	21.064	21.696	33.703	0.632	3,665	3,775	5,864	43,982	45,301	70,372
14-46	16.737	17.240	29.290	0.503	2,912	3,000	5,096	34,947	35,997	61,158
14-47	22.914	23.602	36.663	0.688	3,987	4,107	6,379	47,844	49,281	76,552
14-48	24.542	25.279	39.268	0.737	4,270	4,399	6,833	51,244	52,783	81,992
14-55	16.737	17.240	26.780	0.503	2,912	3,000	4,660	34,947	35,997	55,917
14-56	19.735	20.328	31.576	0.593	3,434	3,537	5,494	41,207	42,445	65,931
14-57	22.778	23.462	36.445	0.684	3,963	4,082	6,341	47,560	48,989	76,097

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

APPENDIX B
I. PAY PROGRESSION SERIES

Specialist (14-03)		Engineer (14-46)		Construction Rep. and Facility Designer (14-55)
Minimum	13.845	Minimum	16.737	16.737
PSICM	14.261	PSICM	17.240	17.240
A (year 1)	15.177	A (year 1)	18.508	18.266
B	16.094	B	19.780	19.295
C (year 2)	17.013	C (year 2)	21.054	20.325
D	17.932	D	22.326	
E (year 3)	18.849	E (year 3)	23.600	
Maximum	23.075	Maximum	29.290	26.780

II. Ongoing Administration of Semi-Automatic Progression Adjustments.

A. Eligibility.

1. Eligible: Subject to 2., below, employees in positions allocated to classifications assigned to pay ranges 14-03, 14-46, and 14-55 whose base pay rate is at or above PSICM of the applicable pay range and less than the applicable threshold (Point E for pay ranges 14-03 and 14-46, or Point C for pay range 14-55) are eligible for semi-automatic adjustments as specified in C., below.

2. Ineligible: The following employees are not eligible for a semi-automatic progression adjustment:

a. Employees who have received an unsatisfactory performance evaluation prior to the employee attaining the next progression level and who have not received written notification that the unsatisfactory performance has been corrected;

1) Employees must be notified of unsatisfactory performance in writing. The written notification must include:

a) Details of each occurrence of unsatisfactory performance.

b) Identification of goals and expectations stated in terms that are observable and measurable and which specify how expectations are to be accomplished.

2) Employees who have received an unsatisfactory performance evaluation will receive a new performance evaluation within six (6) months, or prior to the next scheduled progression adjustment, whichever is sooner.

3) Upon satisfactory completion of the goals and expectations, the supervisor will, prior to the next scheduled progression adjustment, provide the employee with written notice of satisfactory performance. The employee will receive the next scheduled adjustment in accordance with C./3., below.

b. Employees who are serving the first six months of an original or promotional probationary period.

B. Effective Date.

1. Semi-automatic progression adjustments for eligible employees will be awarded at six (6) month intervals based on the employee's time in the classification series. Time in the classification series will be adjusted for absences from employment of more than one hundred and seventy four (174) work hours per six (6) month progression interval (excluding approved annual leave), approved leaves of absence, layoff, and resignation. Adjustment of time in the classification series for the aforementioned reasons may be waived at the sole discretion of the appointing authority.

2. Semi-automatic progression adjustments will be effective on the first day of the pay period following the employee attaining the next progression interval. If the employee attains the next progression interval on the first day of a pay period, the semi-automatic progression adjustment will be effective on that date.

C. Amount.

1. Denial of a semi-automatic progression adjustment shall not be arbitrary and capricious and shall be supported by documentation as specified in A./2./a./1., above.

2. Except as provided in 4., below, on the effective date of the semi-automatic progression adjustment, an employee's base pay rate will be increased to the pay rate which is closest to but greater than the current base pay rate, in accordance with the applicable progression schedule provided in this Appendix.

3. If eligible, an employee whose semi-automatic progression adjustment has been previously denied due to circumstances described in A./2./a., above, will receive an increase to the greater of the following rates on the effective date of the next scheduled semi-automatic progression increase:

a. The pay rate that is closest to but greater than the employee's current base pay rate; or

b. The pay rate that corresponds to the employee's time in the classification series.

4. An eligible employee who is scheduled to progress to the end point of the progression schedule will receive a progression increase or be reclassified, as specified below:

a. Employees in positions allocated to classifications assigned to pay range 14-55:

1) Progression increase: An employee who has served less than two (2) years in the classification series will receive an increase as provided in C./2., above.

2) Reclassification to the Journey level: An employee who has served at least two (2) years in the classification series will be automatically reclassified to the Journey level classification. Pay on reclassification will be set in accordance with s. ER 29.03(3)(c), Wis. Adm. Code (Pay on reclassification to a higher pay range).

b. Employees in positions allocated to classifications assigned to pay ranges 14-03 and 14-46:

1) Progression increase: An employee who has served less than three (3) years in the classification series will receive an increase as provided in C./2., above.

2) Reclassification to the Senior level: An employee who has served at least three (3) years in the classification series will be automatically reclassified to the Senior level classification. Pay on reclassification will be set in accordance with s. ER 29.03(3)(c), Wis. Adm. Code (Pay on reclassification to a higher pay range).

APPENDIX C

Effective the first pay period after the effective date of the contract

Classification	Pay Range
Agricultural Engineer	14-46
Agricultural Engineer – Senior	14-47
Agricultural Engineer – Advanced	14-48
Air Management Engineer	14-46
Air Management Engineer - Senior	14-47
Air Management Engineer - Advanced	14-48
Architect	14-46
Architect - Senior	14-47
Architect - Advanced	14-48
Civil Engineer	14-46
Civil Engineer - Senior	14-47
Civil Engineer - Advanced	14-48
Civil Engineer - Transportation	14-46
Civil Engineer - Transportation - Senior	14-47
Civil Engineer - Transportation - Advanced	14-48
Communications Engineer	14-46
Communications Engineer - Senior	14-47
Communications Engineer - Advanced	14-48
CADD Specialist	14-03
CADD Specialist -Senior	14-04
CADD Specialist - Advanced 1	14-05
CADD Specialist - Advanced 2	14-06
Construction Representative	14-55
Construction Representative – Journey	14-56
Construction Representative - Senior	14-57
Electrical Engineer	14-46
Electrical Engineer- Senior	14-47
Electrical Engineer - Advanced	14-48
Electronic Engineer	14-46
Electronic Engineer - Senior	14-47
Electronic Engineer - Advanced	14-48

Engineering Consultant - Building Systems	14-46
Engineering Consultant - Building Systems - Senior	14-47
Engineering Consultant - Building Systems - Advanced	14-48
Engineering Consultant - Electrical Systems	14-46
Engineering Consultant - Electrical Systems - Senior	14-47
Engineering Consultant - Electrical Systems - Advanced	14-48
Engineering Consultant - Fire Suppr Systems	14-46
Engineering Consultant - Fire Suppr Systems - Senior	14-47
Engineering Consultant - Fire Suppr Systems - Advanced	14-48
Engineering Consultant - HVAC	14-46
Engineering Consultant - HVAC - Senior	14-47
Engineering Consultant - HVAC - Advanced	14-48
Engineering Consultant - Plumbing Prod. Rev.	14-46
Engineering Consultant - Plumbing Prod. Rev. - Senior	14-47
Engineering Consultant - Plumbing Prod. Rev. - Advanced	14-48
Engineering Consultant - Refrig. Systems	14-46
Engineering Consultant - Refrig. Systems - Senior	14-47
Engineering Consultant - Refrig. Systems - Advanced	14-48
Engineering Consultant - Uniform Dwelling	14-46
Engineering Consultant - Uniform Dwelling - Senior	14-47
Engineering Consultant - Uniform Dwelling - Advanced	14-48
Engineering Specialist	14-03
Engineering Specialist - Senior	14-04
Engineering Specialist - Advanced 1	14-05
Engineering Specialist -Transportation - Senior	14-24
Engineering Specialist -Transportation - Advanced 1	14-25
Engineering Specialist -Transportation - Advanced 2	14-26
Environmental Civil Engineer	14-46
Environmental Civil Engineer - Senior	14-47
Environmental Civil Engineer - Advanced	14-48
Environmental Engineering Specialist	14-03
Environmental Engineering Specialist - Senior	14-04
Environmental Engineering Specialist - Advanced 1	14-05
Environmental Engineering Specialist - Advanced 2	14-06

Facility Designer	14-55
Facility Designer - Journey	14-56
Frequency Specialist	14-06
Landscape Architect	14-46
Landscape Architect - Senior	14-47
Landscape Architect - Advanced	14-48
Mechanical Engineer	14-46
Mechanical Engineer - Senior	14-47
Mechanical Engineer - Advanced	14-48
Natural Resources Engineer	14-46
Natural Resources Engineer - Senior	14-47
Natural Resources Engineer - Advanced	14-48
Nuclear Engineer	14-46
Nuclear Engineer - Senior	14-47
Nuclear Engineer - Advanced	14-48
Preservation Architect	14-46
Preservation Architect - Senior	14-47
Preservation Architect - Advanced	14-48
Public Service Engineer	14-46
Public Service Engineer - Senior	14-47
Public Service Engineer - Advanced	14-48
Radiation Engineering Specialist	14-03
Radiation Engineering Specialist - Senior	14-04
Radiation Engineering Specialist - Advanced 1	14-05
Radiation Engineering Specialist - Advanced 2	14-06
Specification Writer	14-46
Specification Writer - Senior	14-47
Specification Writer - Advanced	14-48
Surveyor	14-03
Surveyor - Senior	14-04
Surveyor - Advanced 1	14-05
Surveyor - Advanced 2	14-06

Waste Management Engineer	14-46
Waste Management Engineer - Senior	14-47
Waste Management Engineer - Advanced	14-48
Wastewater Engineer	14-46
Wastewater Engineer - Senior	14-47
Wastewater Engineer - Advanced	14-48
Water Regulation & Zoning Engineer	14-46
Water Regulation & Zoning Engineer - Senior	14-47
Water Regulation & Zoning Engineer - Advanced	14-48
Water Resources Engineer	14-46
Water Resources Engineer - Senior	14-47
Water Resources Engineer - Advanced	14-48
Water Supply Engineer	14-46
Water Supply Engineer - Senior	14-47
Water Supply Engineer - Advanced	14-48

APPENDIX D
2003-2005 AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Seniority	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

BARGAINING TEAMS

Management Bargaining Team

Jill Thomas, Chief Spokesperson
Office of State Employment Relations

Bert St. Louis
Office of State Employment Relations

Kathy Kopp
Office of State Employment Relations

Kris Chilsen
Office of State Employment Relations

John Wiesman
Office of State Employment Relations

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Lori Fuller
University of Wisconsin System Admin.

Don Greuel
Dept. of Transportation

Will Dorsey
Dept. of Transportation

Jim Federhart
Dept. of Natural Resources

Doris Ziegler
Dept. of Transportation

Association Bargaining Team

William Haus, Chief Spokesperson
State Engineering Association

Sharon Bremser, President
State Engineering Association

Nichole Lysne
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Dave Bohnsack
State Engineering Association

Nick Martin
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George Mickelson
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Tim Radtke
Dept. of Transportation

Joe White
Dept. of Transportation

Tom Mugan
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