

Professional Staff

Agreement

Between

The United Staff Union

and

The United Employers Association

Of

The Wisconsin Education

Association Council

September 1, 2008 – August 31, 2010

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PREAMBLE

This Agreement is made and entered into by and between the United Employers Association (hereinafter referred to as the "Association" or "UEA") of the Wisconsin Education Association Council and the United Staff Union (hereinafter referred to as the "Union" or the "USU") for the purposes of bargaining wages, hours and conditions of employment, maintaining harmonious labor relations and facilitating a peaceful adjustment of grievances and disputes which may arise between the parties to this Agreement.

ARTICLE I: RECOGNITION AND PURPOSE

1.00 RECOGNITION: The Association hereby recognizes the Union as the sole and exclusive bargaining agent for all Professional Employees as defined in Section 1.021 of this Agreement.

1.01 EMPLOYER: Whenever the term "Employer" is used it shall refer to the members of the UEA as set forth in Appendix D. Specific references to "WEAC" shall apply only to WEAC unless the language makes it clear that the reference is meant to apply to all UEA Employers. References to "UniServ" unit(s) shall only apply to UniServ Employers unless the language makes it clear that the reference is meant to apply to all UEA Employers.

1.02 DEFINITION OF BARGAINING UNIT: The Employees covered under this Agreement shall be limited to those Professional Employees who by virtue of their assigned responsibility must make professional judgments and decisions.

1. DEFINITION & EXCLUSIONS: The Professional Staff bargaining unit shall include all regular full-time and all regular part-time Professional Employees of WEAC and the Association UniServ Units and Associate Counsel but excluding the WEAC Executive Director, WEAC managers, WEAC confidentials, student clerks, interns, casual Employees, building service, Limited Term Employees, all Employees of the Urban UniServ Units (GBEA, KEA, MTEA, MTI and REA), and all Employees of UniServ Units which are not members of the Employers' Association and all other Employees.

2. LIMITED TERM EMPLOYEE: A Limited Term Employee shall be defined as any Employee who is hired for a period of up to six (6) months and is so informed at the time of hire (except that an LTE employed to replace an Employee taking leave under Childrearing Leave and/or Sabbatical Leave may be maintained in the LTE status for the duration of said leave). Such Employee shall become a bargaining unit member after the expiration of the initial six (6) month period.

3. PART-TIME SALARIED: A regular part-time salaried Employee shall be defined as any Employee who is hired to work no less than 50% of the workload performed by a full-time salaried professional staff person.

1.03 LEGAL COUNSEL NOT EXCLUDED: WEAC agrees that it will not take any action to exclude Legal Counsel as supervisory, managerial or confidential Employees.

1.04 RETURN TO BARGAINING UNIT: Any Professional staff member excluded from the bargaining unit, who is placed back in the bargaining unit, shall not have his/her salary reduced. Rather the salary shall be frozen until such time as his/her proper placement on the salary schedule would result in a salary increase.

1.05 RETURN OF MANAGEMENT EMPLOYEES TO BARGAINING UNIT: Should management decide to return management Employees to the bargaining unit, there shall be no lay-off of current bargaining unit Employees within that Employer (determined at the date of the aforementioned return).

ARTICLE II: MAINTENANCE OF STANDARDS

2.00 CONDITIONS: Conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed. This Agreement shall not be interpreted or applied to deprive staff members of advantages heretofore enjoyed unless expressly stated herein.

2.01 PRACTICES: All practices applicable to the existing contract provisions on September 1, 2008 shall continue and shall be applicable to Employees covered by this Agreement unless otherwise specified. A practice is defined by labor law and arbitration standards.

2.02 INTER-EMPLOYER PRACTICES: The practice of one UEA Employer shall not affect the practices of any other UEA Employer.

2.03 INTER-EMPLOYER STANDARDS: No UEA Employer standards with respect to equipment, office furnishings, automation or any other employment-related condition shall be binding on any other UEA Employer.

2.04 NEGOTIATION OF CHANGES: Any changes dealing with wages, hours and conditions of employment not covered by this Agreement shall be subject to immediate negotiations.

ARTICLE III: UNION & EMPLOYEE RIGHTS

3.00 EMPLOYEE RIGHTS: The Employer agrees that every Employee shall have the right to organize, join and support a labor organization for the purpose of engaging in collective bargaining and other legal concerted activities for mutual aid and protection. Employees shall also have the right to refrain from such activities. Both parties agree that they will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the laws of Wisconsin or the Constitution of Wisconsin and the United States. The Employer agrees that it will not discriminate against any staff member with respect to hours, wages or any terms or conditions of employment by reason of the staff person's membership in the USU, participation in any activities of the USU or collective bargaining with the Employer or the staff person's initiation of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment except as otherwise provided in this Agreement. In no case shall arbitrary, capricious or discriminatory action be taken. This Agreement shall be applied without regard to race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, and disability as defined by the ADA, or any other class or group distinction covered by Subchapter II of Chapter 111, Wisconsin Statutes .

3.01 RELEASE TIME/WORKDAY MEETINGS: If negotiation meetings between the Employer and the USU are scheduled during a working day, up to five (5) bargaining unit members of the USU negotiating team will be relieved of all regular duties without loss of pay in order to permit their participation in such meetings. Meetings between the Employer and USU regarding other aspects of their relationship may be conducted during the normal working day by mutual consent without the expenditure of union leave time.

3.02 UNION DAYS: The USU shall be provided with thirty-four (34) days per each fiscal year during the duration of this contract for union business. The USU will have access to the aggregate amount of union days during the term of the contract. The USU shall notify the Employer and the WEAC Human Resource Director's office two (2) days in advance of the person(s) and days to be used for USU business. Only Employees covered by this Agreement shall be released pursuant to this provision for union business. The extent of the Employer's financial liability shall be only for salary and fringe benefits.

3.03 UNION BUSINESS DURING WORK DAY: The United Staff Union and/or Employees will not engage in USU business during normal work hours. Short-term occasional, conversational violations will be treated under regular procedures for discipline and will not affect the union business day provision.

3.04 INFORMATION PROVIDED TO UNION: The Employer will, upon request, provide the USU with any documents which will assist in developing intelligent, accurate, informed and constructive programs on behalf of the members, together with any other available information which may be necessary for the USU to process grievances under this Agreement.

3.05 WEAC BOARD MINUTES AND AGENDA PROVIDED TO UNION: A designated representative of the USU will be provided with copies of official minutes of the Board of Directors meetings as soon as possible after such meetings. A copy of the agenda of the meeting and any related attachments will be given to the USU representative prior to such meeting.

3.06 REQUESTS FOR DATA: Upon request, the USU will be given specific documents related to wages, hours and conditions of employment excluding specific negotiating proposals and accompanying data.

3.07 USE OF FACILITIES: The USU will have the right to a conference room without cost at reasonable times for meetings. The WEAC Executive Director or UniServ President or his/her designee will be responsible for scheduling all such use of the room.

3.08 USE OF EQUIPMENT: The USU will have the right to use office facilities and equipment at reasonable times. The USU will reimburse the Employer for materials used. The USU will not use said equipment to inform WEAC members during a negotiations impasse.

3.09 RIGHT OF UNION AT WEAC BOARD MEETINGS: The USU President or his/her designee may be present and have the right to speak (subject to parliamentary procedures) on any item under discussion at all WEAC Board of Directors meetings. This shall not be interpreted to mean executive session or interpreted to mean the WEAC shall pay his/her expenses.

3.10 UNION SECURITY: Within thirty (30) days of employment, all Employees shall be required to join the union and maintain membership or make the legally required financial payments in lieu of membership. The failure to join and maintain union membership or make the legally required payments shall subject a bargaining unit Employee to immediate termination.

3.11 HOLD HARMLESS: The USU agrees that it will comply with all applicable legal requirements in maintaining this provision and shall indemnify and hold harmless the Employer and UEA for all actions taken by the Employer and/or UEA based upon any USU representation or requested action.

3.12 FREEDOM FROM IMPROPER SURVEILLANCE: There shall be no clandestine monitoring of any incoming or outgoing telephone calls, e-mail, computer use, faxes, voice-mail or mail of members of this unit.

In the case of a disciplinary or performance issue, the Employer has the right to monitor or review Employee's Communications. The Employer shall notify the Employee and the USU prior to any monitoring or review. The monitoring or review shall cease upon the resolution of the alleged issue.

3.13 EMPLOYEE RELEASE FOR RESOURCE DEVELOPMENT: WEAC staff, for purposes of writing resource materials, may be released on an annual basis up to eight (8) weeks. Such time shall be allocated by the Executive Director on a project-by-project basis. All materials developed under this provision shall become the property of the WEAC.

3.14 HEALTH AND SAFETY: The Employer shall not make individual assignments which directly jeopardize the safety or health of the Employee.

3.15 TOBACCO PRODUCT USE: Employees, as a condition of employment, may not use tobacco products inside all UEA buildings.

3.16 PAYROLL DEDUCTIONS: Payroll deductions are available for any union dues, insurance premiums, credit union deduction, personal auto lease expenses, and any other mutually agreed upon deductions.

ARTICLE IV: NEGOTIATION PROCEDURE

4.00 GOOD FAITH MEETINGS & INITIAL PROPOSALS: Negotiations may be initiated at the request of either party. Said request shall be made through the WEAC Executive Director or the President of USU. The Employer and the USU agree to meet and negotiate in good faith on all matters concerning wages, hours and conditions of employment. Initial proposals shall be reduced to writing and made available to the principal parties at the first session.

4.01 AUTHORITY TO NEGOTIATE & RATIFICATION PROCEDURE: Bargaining representatives of both parties shall be cloaked with the authority to reach tentative Agreement on all items under discussion. Such tentative Agreement shall be submitted to the UEA on a timely basis and upon acceptance shall be submitted to the USU for timely action. Upon ratification by the USU, the Agreement shall become binding upon both parties.

4.02 FINAL AGREEMENT: When the parties to the negotiations reach agreement, all items agreed to will be reduced to writing and become a part of the signed Agreement between the USU and the UEA.

4.03 COPIES OF CONTRACT: Copies will be printed at Employer expense within thirty (30) calendar days after the Agreement is signed. Contracts will be given to all staff now employed, hereinafter employed or considered for employment. One hundred (100) additional copies will be printed at Employer expense for use by the USU.

4.04 NEW POSITIONS: In the event new positions are to be created during the term of this Agreement, the USU shall be so notified. The job classification and salary for said position shall be subject to immediate negotiations.

In the event there is no Agreement, the Employer may implement the position and the disputed classification and salary. Any impasse may be submitted to expedited arbitration by either party. Any decision by the arbitrator will be retroactive to (or effective on) the date of implementation by the Employer.

The parties will waive post-hearing briefs and mutually request a bench decision from the arbitrator. Mutually incurred costs shall be shared by the parties.

4.05 NEW POSITION DEFINED: A new position is a position which requires the creation of a position description which did not previously exist and was not previously classified. The increase in time allotment from part-time to full-time or from a 60% to 80%-time job does not create a "new" position subject to this policy. Nor does the addition of a UniServ Director or Legal Counsel under an existent position description create a "new" position subject to this section.

4.06 LIMIT ON RECREATION OF POSITIONS: No staff person employed prior to February 25, 1996, will be laid off for the purpose of recreating their position at a lower category.

4.07 SUBCONTRACTING: The Employer will not engage in subcontracting which directly results in a layoff. Upon request, no more than once each fiscal year, the Employer will provide a list of all professional work done by contractors. This will not limit the Union's right to receive specific information necessary to enforce the Collective Bargaining Agreement.

ARTICLE V: RELOCATION EXPENSES

5.00 REASONABLE DISTANCE: Employees are required to live within a reasonable distance from the office out of which they work.

5.01 RELOCATION EXPENSES FOR PERSONS JOINING THE WEAC OR UNISERV UNITS:

MOVING COSTS: The costs of transportation and moving (from his/her former home to the Madison, Wisconsin area or to some other city designated by the Employer) incurred by acceptance of employment as a member of the Employer's staff shall be offset in part by:

The payment of air coach or railroad fare for the Employee and each member of his/her immediate family involved in the move or reimbursement for mileage at the rate paid the WEAC Board of Directors for up to two (2) five-passenger cars.

Payment of one hundred percent (100%) actual transportation cost of his/her normal household goods, packing, unpacking and reasonable insurance.

The cost of travel and other expenses for one trip, not in excess of two (2) full days and nights, for an Employee and his/her spouse, to the city of employment for the purpose of obtaining housing and making other personal arrangements, shall be paid by the Employer.

Payment of all closing costs and legal fees involved in buying up to two thousand (\$2,000) dollars.

Payment of all real estate commissions, which are reasonable and customary, involved in selling except FHA costs.

No liability: The Employer shall assume no liability for losses sustained in the sale of real estate for any staff member.

5.02 RELOCATION EXPENSES FOR PERSONNEL PRESENTLY EMPLOYED:

MOVING EXPENSES WHEN TRANSFERRED: When, upon transfer, a change of residence is necessary, the Employer shall pay transportation and moving costs (from his/her former home to the Madison, Wisconsin area or to some other area designated by the Employer), incurred as a result of the transfer. The costs shall be offset in part by:

The payment of air coach or railroad fare for the Employee and each member of his/her immediate family involved in the move or reimbursement for mileage at the rate paid the WEAC Board of Directors for up to two (2) five-passenger cars.

Payment of one hundred percent (100%) actual transportation costs of his/her normal household goods, packing, unpacking and reasonable insurance.

Granting up to two (2) days release time, the cost of travel and other expenses for one trip, for an Employee and his/her spouse for the purpose of obtaining housing, and making other personal arrangements.

Payment of all closing costs and legal fees involved in buying up to two thousand (\$2,000) dollars.

Payment of all real estate commissions, which are reasonable and customary, involved in selling except FHA costs.

If an employee has to terminate a lease as the result of relocation, then the Employer shall pay the costs/penalties resulting from a lease termination, up to the cost of one (1) year.

5.03 TIME TO COMPLETE TRANSFERS:

SCHOOL YEAR TRANSFERS: If a transfer is made during the regular school year (exclusive of summer school) and the Employee has children in school, at his/her option he/she need not move until forty-five (45) days after school has recessed for his/her children. If the Employee chooses not to move, the Employer shall pay the expenses of the Employee to which he/she is entitled.

OTHER TRANSFERS: All Employees without children in school shall have forty-five (45) days from the time of official Employer action to complete relocation.

ARTICLE VI: STAFF EXPENSE ALLOWANCE

6.00 STANDARD: Employees will be reimbursed for actual and necessary reasonable business expenses incurred while carrying out work assignments for the Employer. The Employer vouchering system shall be used.

6.01 EMPLOYER CREDIT CARDS: The Employer agrees to provide a cell phone, telephone company credit card, and business credit card for Professional Staff upon request.

Credit Card reports shall be submitted by the Employee to the Immediate Supervisor and/or the Supervisor's designee on a monthly basis.

Original receipts for each item on the credit card report shall be attached to the reports. Receipts shall include an explanation for the expense (e.g., time, place, people and purpose).

Itemized meal receipts will not be required unless required by the IRS.

The report whether submitted by hard copy or electronically shall be signed by the Employee whose name appears on the card.

6.02 VOUCHERS FOR REIMBURSEMENT OF EXPENSES:

Vouchers for reimbursement shall be submitted by the Employee to the Immediate Supervisor and/or the Supervisor's designee on a monthly basis.

Original receipts for all expenses shall be attached to the reports.

Receipts shall include an explanation for the expense (i.e., time, place, people and purpose) written on the back of the receipt or on the report.

Itemized receipts will not be required unless required by the IRS.

6.03 LATE FILING: Except by special action by the Executive Director or the UniServ unit Board of Directors, no expense will be reimbursed if incurred more than sixty (60) days prior to application (filing of voucher) for reimbursement.

6.04 LOCAL ASSOCIATION EXPENSES: Local association expenses should not be assumed by WEAC staff.

6.05 USE OF EMPLOYER CARD ENCOURAGED: Employees are encouraged to use the Employer provided credit card whenever possible. However, use of cash or other credit cards is not prohibited.

6.06 PERSONAL USE: Employees shall not charge personal expenses on the Employer provided credit cards. In the event of accidental or unavoidable charges, the Employee shall reimburse the Employer within thirty (30) days of incurring the expense.

6.07 MEALS: Meals will be paid when Association business makes it necessary. In order for payment:

1. the business purpose of the meeting needs to be clearly identified on the receipt, and
2. approved by the Employee's WEAC Department Manager or UniServ President or designee.

6.08 ALCOHOL: Alcohol expenses will not be paid when there is no business purpose. The following would not be a business purpose:

1. Two or more staff members getting together with no business purpose.
2. Staff members and governance socializing with no business purpose.

The Employer will not pay for alcohol consumed by an employee on a work day from 8 a.m. – 4:30 p.m.

ARTICLE VII: PROFESSIONAL STAFF HOURS

7.00 PROFESSIONAL HOURS: Professional Employees are expected to exercise sufficient initiative and judgment to perform their duties. Therefore, Professional Employees shall be able to adjust their hours provided that such adjustment does not result in reasonable professional duties not being performed.

7.01 PROFESSIONAL HOURS NOT FOR LEAVE: The adjustment of professional hours shall not be used in lieu of other leave, e.g., sick leave or personal leave.

When the Employee is out of state for non-Employer reasons during the work week, the employee shall be in leave status.

When the Employee is on leave and engages in incidental business activity (such as receiving or answering a few calls or emails), this activity does not constitute a change from leave status.

7.02 RECORDS: Employers may require Employees to maintain reasonable time records.

7.03 EARNED PERSONAL LEAVE (EPL): Professional Employees who the Employer approves to work or travel on a Sunday or holiday shall have one earned personal leave day for each Sunday or holiday worked.

Requests for EPL should be made at least two days in advance and include an explanation of the reason for the request.

The EPL must be used within twelve (12) months or be lost.

ARTICLE VIII: OFFICE BUILDINGS & EMPLOYEE LOUNGE

8.00 EMPLOYEE LOUNGE: The Employer shall supply an Employee lounge for the central office (Madison) and UniServ Offices as provided by their respective Units on September 1, 2008.

ARTICLE IX: PROFESSIONAL SCHOOL EXPERIENCE

9.00 CONTINUING EDUCATION/EXPENSES: The cost of school experience shall be paid without loss of salary. It shall be the policy of the Employer to encourage or require staff members to continue their education. When the Employer recommends or requires that a staff member continue his/her education, the Employer will assume the costs within their budgeted funds (subject to Employer approval) of books, tuition, travel and/or necessary room and board.

9.01 DEVELOPMENT OF PROGRAMS: It shall be the responsibility of the Employer to develop programs of in-service training and professional school experience. The USU shall be consulted in the development of such programs.

ARTICLE X: STAFF TRAINING

10.00 ORIENTATION: All newly appointed Professional staff shall be provided orientation and training in the area of their work assignment. The content and duration of the orientation and training shall be determined by the Employer with input by staff and/or the USU.

10.01 FUNDING: Two thousand (\$2,000) dollars per Employee per year shall be budgeted (allocated) for training. One thousand (\$1,000) dollars of the budgeted amount for each Employee may be spent for job oriented training at the option of the individual Employee. Any unused monies in the individual account will be allowed to accumulate to three thousand (\$3,000) dollars. During the term of this CBA, subject to all existing contractual provisions herein, Employees may access the second year funding available under this provision in year one. That is, an Employee could access the funds from year two in year one. However, the maximum and the accumulation shall not exceed current contract limits.

Training is synonymous with education. Expenditures made by an individual for education are allowable expenses if the education:

- 1) Maintains or improves skills required by the individual in his/her employment;
- 2) Meets the express requirements of the individual's employment or the requirements of applicable law or regulations, imposed as a condition to retention of employment, status, or rate of compensation.

For example, training funds can be used to pay for continuing education courses.

Training funds cannot be used for taxable items including but not limited to: Magazine or newspaper subscriptions or books not related to job duties, health-club memberships, fitness classes, massages, self-help books, computer hardware and courses not related to job duties.

If an employee voluntarily leaves employment and has been advanced training monies, any excess training money advanced from a future year's allotment will be reimbursed by the employee. The employee may have the obligation deducted from his or her final check(s).

10.02 WISCONSIN STATE BAR FEES: WEAC shall pay mandatory Wisconsin State Bar Fees for members of the bargaining unit who are assigned to work as Attorneys. Such fees will not come from the Employer's training funds referenced in Section 10.01 above.

Employees who have law degrees and are not working in WEAC Legal, may choose to have a portion of their training funds used to pay for their Wisconsin state bar fees. Payment of the fees by the employer from the employee's training funds does not imply, however, that the employee is working as an attorney for their employer, nor will the Employer be required to cover legal work performed for an employer not affiliated with WEAC and/or NEA under its malpractice insurance policy.

10.03 WEAC ATTORNEYS TRAINING FUNDS: An additional six thousand (\$6,000) dollars per year shall be available for training for Attorneys in the WEAC Legal Department, in recognition of the fact that these Employees must maintain licensure.

10.04 EXPENSES EXPLAINED: Employer controlled monies for each Employee shall be spent at the option of the Employer for training programs. The Employer expenditure shall not be expended in sending any staff person to the NEA Convention. Expenses for training include, but are not limited to, registration, transportation, lodging and meals.

10.05 FUNDS NOT USED FOR STAFF MEETINGS: Staff training accounts shall not be charged for expenses related to scheduled staff meetings, including staff retreats.

10.06 TRAINING EXPENSES FROM TRAINING FUNDS: Training expenses shall come from training funds unless use of other budget line items, i.e., airfare, lodging, etc., are specifically authorized by the Employer.

10.07 TRAVEL TIME: When an individual staff person travels to a training by means other than air, one (1) day's travel-time shall be allowed each way. Travel time in excess of this shall be charged against the individual's vacation time.

10.08 SCHEDULING TO ATTEND TRAINING: Scheduling of the staff to attend individual staff requested training will be at the discretion of the Employer.

ARTICLE XI: HEALTH EXAMS

11.00 EMPLOYER COSTS: During the life of this Agreement, the Employer will provide up to a maximum reimbursement of three hundred dollars (\$300) per Employee to pay for his/her health (e.g., physical, dental, vision, mental) examinations that are not covered by the insurance programs.

11.01 PRE-EMPLOYMENT EXAM: Future Employees shall have a physical examination prior to initial employment and shall submit a report from a medical doctor certifying that they are capable of performing the usual and customary duties of a Professional Staff Employee. The Employer shall pay the examination expenses.

ARTICLE XII: EVALUATIONS AND POSITION DESCRIPTIONS

12.00 POSITION DESCRIPTION: Every employee shall have a position description prepared by the Employer which contains a list of job responsibilities.

12.01 FREQUENCY & PROCESS: In addition to the evaluations set forth in the probationary period, all Professional staff shall be evaluated at least once every two (2) years. The WEAC Department Manager or appropriate entity in the UniServ shall evaluate the staff in their Department or UniServ. Such evaluations shall include a conference between the staff person and the evaluator followed by a written report. The staff person shall have an opportunity to attach comments to the written report. The written report will be placed in the employee's permanent personnel file.

12.02 PURPOSE: The evaluations shall be for the purpose of providing assistance in improving job performance. Employees who do not receive a satisfactory evaluation may be placed on a Performance Improvement Plan. The purpose of the Plan is to address the areas of improvement detailed in the evaluation and to assist the Employee in improving job performance.

12.03 BASIS: Evaluations shall be based upon the staff person's performance in carrying out their job responsibilities as found in their position description) and following known Employer policies and regulations.

12.04 ASSISTANCE: The evaluator shall provide positive assistance in correcting weaknesses not limited to suggestions and including training time and funds as well as release time for observing other staff.

ARTICLE XIII: LAYOFFS

13.00 DEFINED: When (for any reason) an Employer determines that a reduction in staff is necessary and the Employer determines to lay off staff, the provisions set forth in this Section shall apply. This includes part-time layoffs.

13.01 DISCUSSION WITH USU/SOLICITING VOLUNTEERS: Prior to implementing the layoff, an Employer shall discuss the layoff with the USU. Any Employee to be laid off shall be given a minimum of sixty (60) calendar days notice. Volunteers for layoff may be solicited by the Employer. No Employer shall be required to accept a volunteer for a layoff.

13.02 ORDER OF LAYOFF: The Employer shall determine which position is to be laid off. The least senior employee in said position shall be laid off and may exercise his/her bumping rights by displacing any less senior employee in a position for which the employee is qualified.

The displaced employee(s) shall have the same right to bump, as described above.

13.03 EMPLOYER UNITS: Each UEA Employer shall be considered a separate unit.

13.04 TRANSFERS AS A RESULT OF LAYOFF/STAFF REDUCTION:

1. Transfers may be made within an Employer's unit to staff a department which was depleted by layoff or to accommodate other needs of an Employer.
2. If, because of a layoff, an Employee is transferred to a higher paying position, such Employee shall be paid at the higher pay rate. If because of a layoff, an Employee is transferred to a lower paying position, such Employee shall suffer no loss in pay.
3. Full-time Employees shall only be transferred to part-time positions in inverse order of seniority. Such Employees shall not waive their rights to be recalled to the first available full-time position consistent with the recall provisions of 13.05.
4. A transferred Employee shall not be required to serve an additional probationary period.

13.05 RECALL: When an Employer determines to recall a laid off Employee, after posting the position internally (with that Employer) if the position is different than the one from which the person was laid off, the provisions set forth in this Section shall apply.

1. The first job opening for which the employee is qualified shall be offered to laid off Employees in order of seniority. Refusal to accept an offer of a recall to a position which is equivalent to or greater than the position from which the Employee was laid off shall terminate the Employee's recall rights.
2. In the event a person is recalled to a position to which they were not originally hired or subsequently employed, the first year of recall shall be a trial period. A recalled Employee shall be employed for a minimum of one (1) year. The Employer shall provide a retraining program. The type of retraining provided by the Employer shall be the sole prerogative of the Employer. At the end of the trial period, if the Employee is not successful, the Employer may return the Employee to layoff status. The obligation to provide training excludes positions for which advanced or specialized degrees are required, e.g., WEAC Legal Counsel.
3. Employees who are recalled shall do so with full rights and benefits consistent with their bargaining unit experience.
4. Recall rights shall exist for the length of time the employee has worked for a UEA Employer subject to a minimum of twenty-four (24) months and a maximum of sixty (60) months following the effective date of layoff.

13.06 SENIORITY: Seniority shall be defined as the length of employment in the UEA bargaining unit dating from the Employee's earliest date of hire for the purposes of Layoff and Recall.

Seniority will not accrue when on layoff or unpaid status except in the case of medical leave.

Accrued seniority is not lost when an Employer leaves the UEA. Employees of all UEA Employer members as of September 1, 1998, have seniority retroactive to original date of hire by any UEA Employer member.

Seniority is broken when an Employee resigns, is terminated, retires or is on layoff for a time greater than the maximum layoff period.

Seniority is transferable from one UEA Employer to another UEA Employer.

13.07 OPTIONS FOR/ALTERNATIVES TO STAFF REDUCTION AND RETIREMENT: The following constitute mutually acceptable means to avoid the severe impact of laying off Employees and/or staff reductions. These options may also be used for retirement incentives or retirement phase-in. The USU president and the Association chairperson shall be notified of any options exercised under this section.

Waiver of Qualification for Early Retirement: The Employer (at the Employer's sole option) may waive the service requirement for early retirement. The grant of any waiver under this policy does not create any practice or obligation for the Employer to grant any other waivers.

Retainer: An Employee who is qualified for early retirement and who is desirous of regular part-time work, may sign a retainer Agreement with the Employer for three (3) to six (6) months of work per year. Such retainer shall spell out the work to be performed and the specific duties or other particulars of the work. The retainer Agreement may not exceed three (3) years.

- a. The Employee would be paid a pro-rata amount of the base pay of their salary lane.
- b. Granting of such retainer Agreement would not create a practice requiring the granting of other retainer agreements.
- c. Retainers in effect would be unaffected by the layoff of other Employees.

Pay Out: Where the Employer and Employee mutually agree, the Employer will provide a stipend of one percent (1%) of pay for each year of service to a maximum of twenty-five (25) years as a supplement to early retirement.

Phase Out: Upon mutual agreement between the Employee and Employer, an Employee may agree to phase out employment over a period of two (2) years. The arrangements shall be agreeable to the USU and UEA.

13.08 SENIORITY LIST PROVIDED BY UEA: The seniority list with the Employee's date of hire (or adjusted date of hire) will be posted on Galileo. This list will be updated monthly.

13.09 SENIORITY TIEBREAKER: Where the list shows more than one Employee with identical length of service, their order of seniority in relation to each other shall be determined by lot.

ARTICLE XIV: GENERAL PROVISIONS

14.00 UNPAID SICK LEAVE: An Employee who is unable to work because of personal illness or disability, shall be considered an Employee for the purposes of maintaining their account in the retirement fund.

An Employee on unpaid leave or disability leave is not eligible to have Employer-paid retirement fund deposits made on their behalf.

14.01 RESIGNATION: Employees shall give at least thirty (30) calendar days notice prior to the effective date of resignation.

14.02 ACCOUNTING: The Employer shall provide each staff member a semi-annual accounting of his/her accumulated vacation time, retirement fund status and other such matters as agreed upon by the parties. Such

accounting shall be given in September and February and at such other times as may be reasonably requested by a Professional staff member.

14.03 E-MAIL: This provision applies to the Employer provided network.

1. Employees shall not email sexually explicit pictures and/or videos that create a hostile work environment. If any Employee has any questions about the appropriateness of an electronic communication, the Employee should consult with their Employer prior to sending. If an Employee receives such an email, the Employee should not forward it, but instead should delete it and notify the sender (if known) that the Employee does not wish to receive this type of material on their work computer in the future. If the sender persists, the Employee shall notify their Employer or block the sender on the computer system.
2. Employees should consider the appropriate recipient list of their e-mail. E-mail to the entire e-mail system ("WEAC All") should be very carefully considered.
3. Employees shall not use the e-mail system to support a candidate who is the opponent of any candidate recommended by WEAC.

14.04 COMPUTER NETWORK: Computers provided to Employees, whether desktop, laptop or handheld, are the Employer's property. Employees do not have an expectation of privacy when it comes to the use of the Employer's computer network. The following policies are for the purpose of reducing the risk of compromise to the Employer's computer network and/or legal liability.

1. Employees shall not knowingly upload a virus, spyware or other malicious computer code or program.
2. Employees shall not knowingly release confidential Employer information, such as social security numbers, to unauthorized people or destinations.
3. Employees shall not use the Employer's computer network to engage in selling or marketing activities for a personal business.
4. Employees shall not use the Employer's computer network to intentionally view sexually explicit material unless authorized by the Employer for an organizational purpose such as defending a member.
5. Employees shall not download excessive amounts of music and videos to the network or computer system that are for personal use.
6. Employees shall not install, or download any programs that conflict with the Employer provided programs. Exceptions to this need to be approved in advance by the Employer.
7. The Employer reserves the right to disclose transmitted information and images to regulators, the courts, and law enforcement without the Employee's consent where provided by law. Except where prohibited by law, the Employee and the USU will be notified prior to such release.

ARTICLE XV: VACANCIES & TRANSFERS

15.00 VACANCY DEFINED: A vacancy is defined as any position which the Employer has determined to fill or refill that:

1. Was previously held by a member of the bargaining unit vacated by death, resignation, retirement, disability greater than twenty-four (24) months or dismissal;
2. Is a new bargaining unit position; or
3. Is substantially similar to a current or existing bargaining unit position.

15.01 EXPANSION OF EXISTING POSITION: The increase in time allotment for an existing position (for example, an increase from 60% to 100%) does not constitute a vacancy.

15.02 POSTING: Whenever a vacancy occurs, the USU shall be notified in writing at least fifteen (15) days prior to conducting any interviews with candidates. All employees will be notified by the WEAC Human Resources Department and given the opportunity to be considered for vacancies that occur.

15.03 QUALIFIED EMPLOYEES GIVEN PREFERENCE: When a vacancy occurs, qualified Employees in the employing unit shall be given preference over non-Employees in filling the vacancy.

15.04 TRANSFERS: The term transfer shall mean the job change of an Employee from his/her current position to a different position with the same Employer. There shall be no inter-Employer transfers.

15.05 VOLUNTARY TRANSFER: Voluntary transfer shall be defined as a transfer requested by an Employee or a transfer that is not mandated or required by the Employer.

15.06 REDUCTION DUE TO VOLUNTARY TRANSFER: An Employee going to a lower pay position through a voluntary transfer shall be compensated consistent with the position/Category and the Employee's years of experience.

15.07 INCREASE DUE TO VOLUNTARY TRANSFER: An Employee going to a higher pay position through a voluntary transfer shall be placed on the salary schedule at his/her same step. If not at the maximum, he/she shall advance normally on the salary schedule.

15.08 INVOLUNTARY TRANSFER DEFINED: An involuntary transfer shall be defined as one which is initiated by an Employer or one that is mandated or required by the Employer. No new position shall be created solely for the purpose of involuntary transferring an Employee. An Employee transferred under this section shall not be required to serve an additional probationary period.

15.09 PERSONAL MILEAGE HOME-TO-OFFICE IN INVOLUNTARY TRANSFER SITUATIONS: If staff are involuntarily transferred, the additional personal mileage between the existing home and the new office will not be counted as personal mileage for forty-five (45) days following the transfer or forty-five (45) days following the end of the school year if the Employee has children in school and chooses not to move until the end of the school year.

15.10 INTER-EMPLOYER HIRING: Change of employment between UniServ units or between UniServ units and WEAC must have the approval of the receiving unit. In such cases the following provisions shall apply:

1. **Level of Benefits:** An Employee shall be allowed to maintain his/her level of benefits (e.g., vacation accrual rate, accumulated sick leave) when moving from one UEA Employer to another except as set forth herein or elsewhere in this contract.
2. **Transportation of Benefits:** All accumulated leaves other than sick leave shall not transport to the new Employer. The buy-out or other disposition of vacation or leave shall be the responsibility of the former Employer.
3. **Negotiate Benefits:** Salary placement, business ground transportation and application of probationary period shall be determined between the Employee and the new UEA Employer.
4. **Relationship to Retirement:** Active years of UEA employment shall count toward the computation of retirement benefits.

15.11 JOB SHARING: Where mutually agreeable to the Employer and Employees involved, the Employer may agree to set up a shared job arrangement. All wages and benefits would be pro-rated. The establishment of a shared job in one (1) UniServ unit or WEAC does not obligate WEAC or UniServ units to share jobs.

ARTICLE XVI: LEAVES, VACATIONS AND HOLIDAYS

16.00 SICK LEAVE: Each Employee shall be credited with twelve (12) sick leave days at the start of each year, after one (1) day of work, which may be used for absences resulting from personal or family illness including a member of the Employee's household. Sick leave shall be used in blocks of one (1) day.

16.01 SICK LEAVE ACCUMULATION: Unused sick leave shall accumulate to a maximum of one hundred and twenty (120) days.

16.02 BRIDGE TO LONG TERM DISABILITY (LTD): Employees who are not credited with forty-eight (48) days of sick leave shall be able to borrow or substitute leave to bridge to LTD coverage.

16.03 SICK LEAVE SHARING: The United Employers Association (UEA) and the United Staff Union (USU) wish to facilitate the ability of the UEA bargaining unit(s) employees to share sick leave in emergency or extreme circumstances.

These Guidelines are designed to provide guidance to the Sick Leave Review Committee (SLRC) that is created below.

1. There shall be created a Sick Leave Review Committee (SLRC) comprised of two (2) members appointed by the USU and two (2) Managers appointed by the WEAC Executive Director and one (1) UEA member UniServ President appointed by the President of the UEA.

The SLRC shall review all requests for inter-employee transfer of sick leave on a case-by-case basis. The SLRC will have final authority to authorize the transfer of sick leave from one employee to another. The SLRC will, in general, use the Guidelines contained herein in reaching its decision.

2. The intent of these Guidelines is to provide employees with a bridge to LTD in cases where the employee has an insufficient number of days of leave to reach the LTD threshold or has exhausted all other forms of leave and is in need of sick leave for a short period of time to recover from a serious illness.

In general, the number of days used by an individual employee will not exceed the number of days required to carry the employee to the point where Long-Term Disability insurance goes into effect.

The use of donated sick leave shall be for a serious illness.

3. Requests to utilize employee sharing of sick leave can be made to the SLRC as follows:
 - a. An individual employee may request to utilize shared sick leave.
 - b. An employee, or group of employees, may request to donate sick leave to another employee in need.
 - c. All requests shall be made in writing and shall be made to the SLRC.
4. Only UEA bargaining unit members may utilize sick leave sharing.
5. There shall be no inter-bargaining unit sharing of sick leave.
6. There may be inter-employer sharing of sick leave, provided that the employers of all employees involved (donor and donee) have agreed, in writing in advance, to participate in this sharing plan.
7. In general, an employee should have utilized all of his/her sick leave, vacation leave, and personal leave before employee sharing would be allowed.
8. The general limit for an employee receiving donated sick leave would be a lifetime maximum of seventy-five (75) days.

9. All transfers must be from the bargaining unit representing the receiving employee and shall be in full day increments only.
10. Any contribution made by an employee to another employee shall be irrevocable and shall be taken from the donating employee's accumulated sick leave.
11. Should there be any tax consequences to either the donating employee or the donee employee they will be the sole responsibility of the employee and not the employer.

16.04 USE OF PARTIAL DAY: When the law permits (by statute or rule) deductions from exempt Employees of less than a day, the minimum deduction shall become one-half (½) day.

16.05 EXTENDED MEDICAL LEAVE: Employees who have exhausted all accrued leave will be allowed to remain in unpaid status for a reasonable period of time based on the Employee's circumstances and Employer needs; but in no event shall the leave exceed thirty (30) months. The Employee shall be entitled to return to the same or comparable position upon return from leave when capable of performing assigned duties.

16.06 INTEGRATION WITH LTD: When an Employee becomes eligible for LTD insurance benefits, all sick leave benefits shall cease.

16.07 PHYSICIANS STATEMENT: Employees who are absent from work due to illness or disability for more than five (5) consecutive days shall, at the option of the Employer, provide the Employer with a physician's statement prior to receiving further sick leave benefits.

16.08 FAMILY AND MEDICAL CHILDREARING LEAVE: The Employer agrees it will apply the requirements of the Federal and Wisconsin Family and Medical Leave Acts to all Employees regardless of the number of Employees at a work site. An Employee may request childrearing leave beyond the requirements of the Family and Medical Leave Acts for those reasons covered by the Acts. The Employer shall grant the childrearing leave request for up to 12 months after the birth or adoption. After that, such requests may be granted by the Employer. The terms and conditions of the leave (specifics) shall be mutually agreeable to the Employee and the Employer. This leave shall also be available to Employees adopting a child.

At the employee's option, the first five (5) weeks of such leave shall be with pay without a reduction in accrued leave or loss of benefits. After five (5) weeks, or if the Employee does not select that option, such leaves shall be without pay except that the Employee may use any accrued leave to receive pay during the leave. While on leave, Employees who do not select the five (5) weeks of pay option shall have access to insurance benefits for one (1) year at the Employer's expense and after that at the Employee's expense. Employees who do select the five (5) weeks of pay option shall have access to insurance benefits for a total of six (6) months at the Employer's expense and after that at the Employee's expense. In addition, seniority accrual shall continue while on FMLA leave. Employees on unpaid leave shall have access to remaining fringe benefits at their own expense.

The Employee shall be entitled to return to the same or comparable position upon return from leave when capable of performing assigned duties.

Full-time Employees, at the sole discretion of the Employer, may take partial leave or a combination of work/leave under this section. The arrangements must be mutually agreeable to the Employer, the USU and the Employee. Such leave arrangements shall be: a) for a specific time period, b) reduced to writing, c) signed by the parties, and d) non-precedential. The arrangement shall include, but not be limited to, modification of the insurance coverages with preservation of insurability. Insurability is preserved for Employees whose leave/work status is changed by more than ten percent (10%) of a full-time job.

16.09 JOB RELATED INJURY: An Employee who is injured on the job shall receive full pay during the time which he/she is unable to work. Worker's Compensation benefits received by the Employee shall be turned over to the Employer. When and if the Employee becomes eligible for disability payments under group policy, the Employer obligation for salary payments shall cease. No loss of time associated with a job related injury shall be subtracted from sick leave.

16.10 SABBATICAL LEAVE: An Employee may apply for a sabbatical leave of absence. Such application shall be made to the Employer and shall include the length of the leave and the purpose for which the leave is

requested. The Employer shall have the right to approve or disapprove the leave. Upon approval, this leave shall be granted in accordance with the provisions of this section.

1. To qualify the Employee must have been a full-time Employee of the Employer for a minimum of three (3) years.
2. An Employee on sabbatical leave shall retain employment status, except that the benefits of the following sections shall not be provided: 3.13; 3.14; Articles V, VII, X, XI and XII; 16.00-16.12; 16.15; 16.16; 20.03; 22.01; 22.13; 22.14; and Article XXIII. In addition, the salary shall be twenty-five (25%) percent of the salary the individual would have been paid during the period of the sabbatical. No Employee on sabbatical can hold any job without Employer approval. However, the monies paid him/her as salary during the term of his/her leave shall be considered as an interest free loan. Said loan shall become payable upon the Employee's return from leave. One-third (1/3) of the loan shall be considered repaid for each year of employment following the sabbatical. After three (3) years, the loan shall be considered repaid in full. The balance of the loan shall also be canceled in the event an Employee dies or is disabled (disability shall be defined in accordance with the terms of the Employee disability policy) during any portion of the sabbatical or the three (3) years following the leave. An Employee who leaves the employ of the Employer prior to completing three (3) years of employment after said sabbatical shall be obligated to repay the remaining pro-rata share of the loan upon termination of employment.

16.11 PERSONAL LEAVE: Each Professional staff member shall be credited with four (4) days personal leave during each fiscal year of this agreement. Reasonable advance notice shall be given to the WEAC Department Manager or the appropriate management person in the UniServ. Such leave shall be non-accumulative. Employees shall use this leave in a minimum block of one (1) day.

When the law permits (by statute or rule) deductions from exempt Employees of less than a day, the minimum deduction shall become one-half (½) day.

16.12 BEREAVEMENT LEAVE: In case of any death within the immediate family (spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandson, granddaughter, grandmother, grandfather or other members of the Employee's household), the Employee shall be entitled to five (5) days leave beginning the day of or the day after the death subject to the wishes of the Employee. The bereavement leave shall first be deducted from any unused sick leave or vacation at the Employee's choice.

16.13 JURY DUTY: An Employee summoned to jury duty shall be paid his full salary for each working day of absence up to a maximum of thirty (30) days. The Employee will pay the Employer the amount of the jury fee less mileage reimbursement.

16.14 UNPAID LEAVE: An employee may request an unpaid leave of absence for any reason not specified in this Agreement. It shall be the Employer's exclusive decision to grant or deny such a leave. The major factor to be considered is the impact such a leave would have on the Employer's work.

16.15 VACATIONS: Professional staff members shall be entitled to an annual vacation with pay according to the following schedule:

Years of service:	Weeks of Vacation:
Less than 3 years	3
3 rd and 4 th years	4
5 th and 6 th years	5
7 years and over	6

When employment terminates, compensation for unused vacation days shall be made at the Employee's current daily rate.

1. The immediate supervisor will resolve any vacation schedule problems that arise. Vacation days should be used in the fiscal year earned. However, unused vacation days may be accumulated to a limit of thirty-five (35) days.

2. Employees entitled to four (4) or more weeks of vacation annually shall be required to take at least two (2) weeks consecutive vacation annually. Holidays occurring within such two-week vacations shall be credited toward the required vacation leave but shall not be deducted from accumulated vacation leave.
3. Vacation time will be prorated for Professional staff members employed during the fiscal year. In computing total years of service for vacation purposes, any major fraction of the initial year will be computed as a full year.
4. Employees shall use this leave in a minimum block of one (1) day.
5. When the law permits (by statute or rule) deductions from exempt Employees of less than a day, the minimum deduction shall become one-half (½) day.
6. Once vacation time is granted, if it is canceled by the Employer, then the Employer shall pay any costs actually incurred by the staff member and his family due to the cancellation (e.g., plane flights, motel costs, resort rentals, etc.). In addition, for each day of vacation canceled, the Employee shall be entitled to an additional day of vacation (e.g., three (3) days of vacation canceled, Employee is entitled to those three (3) days plus three (3) additional days).
7. The Employee shall notify the Employer of all incurred obligations. Both the Employee and the Employer shall make a reasonable effort to mitigate costs which must be assumed by the Employer.

16.16 HOLIDAYS: Professional staff members are entitled to thirteen (13) paid holidays annually when in paid status. The schedule for the thirteen (13) holidays during the term of this Agreement is included herein as Appendix A.

ARTICLE XVII: PROBATIONARY PERIOD

17.00 PROBATIONARY PERIOD: Employees shall serve a probationary period of nine (9) months. During this time the Employer shall evaluate the Employee prior to six (6) months and no later than thirty (30) calendar days prior to the expiration of the initial nine (9) month period.

Following either evaluation, the probationary period may be extended up to a maximum of ninety (90) calendar days at the Employer's option.

Nothing herein shall prohibit an Employer from reducing the probationary period.

The Employee shall not have the benefit of the just cause provision of this agreement during the probationary period.

ARTICLE XVIII: JUST CAUSE/DISCIPLINE

18.00 JUST CAUSE: Non-probationary Employees shall not be disciplined, dismissed, demoted, suspended or transferred except for just cause.

18.01 NOTICE: The Employer shall inform the Employee in writing thirty (30) days prior to dismissal. Such written notice shall contain the reasons for dismissal.

18.02 GRIEVANCE OF DISMISSAL: If the Employee does not agree with the action taken, he/she may file a grievance on the matter commencing with Step 2 of the grievance procedure.

ARTICLE XIX: POSITIONS COVERED BY THIS AGREEMENT AND SALARY

19.00 POSITIONS: For a list of positions currently covered by this Agreement see Appendix C.

19.01 SALARY GRIDS: The salary grids for Professional staff are contained in Appendix N.

19.02 STEP PLACEMENT ON HIRE: Placement shall be made by the Employer at its sole discretion. There shall be no practice established in the placement. A copy of the letter of employment of the new staff member

shall be sent to the USU within fifteen (15) days of said employment. Said letter will include conditions of employment.

19.03 QUALIFICATIONS: Professional degrees or other qualifications may be required as a condition of employment.

19.04 ADVANCEMENT: Advancement to the next step on the schedule shall be on September 1 and shall be dependent upon a minimum of six (6) months service. Salary increments shall be granted each September 1 thereafter until the employee reaches the top step.

19.05 WEAC LEGAL DEPARTMENT CLASSIFICATIONS DEFINED:

1. **Legal Counsel I:** Legal Counsel I shall be expected to have strong research and writing skills. They shall be expected to conduct arbitrations and non-complex administrative hearings with limited assistance. They may develop extensive knowledge and skills in particular subject areas, (e.g., School Finance Specialist). All Legal Counsel I should be able to "second chair" more complex litigation.
2. **Legal Counsel II:** Legal Counsel II shall be expected to perform all the duties of Legal Counsel I. In addition, Legal Counsel II shall be expected to litigate, with limited supervision, complex administrative hearings and non-complex judicial proceedings and to act as co-counsel in more complex litigation.
3. **Legal Counsel III:** Legal Counsel III shall be expected to perform all the duties of Legal Counsel I and Legal Counsel II. In addition, Legal Counsel III shall be expected to have the ability to litigate all cases, including appellate work and organizationally significant cases. They may be asked to provide internal and external training, including advice on governance issues and to develop and help implement legislative proposals to include developing coalitions and testifying at legislative committees. They may provide-mentoring, coaching, and feedback to less senior attorneys.

19.06 OUT-OF-CLASSIFICATION WORK: For reasons of professional growth and workload, all attorneys can be expected to perform some out-of-classification work; however, if legal counsel is assigned to do substantial (approximately twenty percent (20%) or four (4) months) work outside his or her classification, their salary shall be adjusted by the Employer to reflect the above-grade work. The General Counsel shall determine the additional compensation for this work based on the contractual pay classifications. This determination shall not be altered unless it is found to be arbitrary or capricious.

19.07 REQUIRED SKILLS: All Legal Counsel will be licensed to practice law in the State of Wisconsin.

19.08 GENERAL ASSIGNMENTS: It is understood that attorneys generally will be more proficient in some skills than others. It is also understood that the degree of risk to the Association will be taken into consideration in making assignments.

19.09 LEGAL COUNSEL III SALARY ADD ON: Legal Counsel III at the maximum step of the salary schedule shall receive an additional five per cent (5%) of the base after serving one (1) year at the maximum step.

19.10 PROFESSIONAL STAFF CLASSIFICATIONS:

1. **Employees Grandfathered:** In spite of the category assignment of an employees' position all Employees employed prior to February 25, 1996, shall be grandfathered in Category III. This does not prevent the Employer from demoting an employee for just cause pursuant to Article XVIII.
2. **Category Placement of New Employees:** New Employees hired after February 25, 1996, shall be placed in the appropriate Category.
3. **Category Placement Determined:** The appropriate Category will be determined on the basis: a) it is a replacement with the same job description; b) the Employer creates a new position; c) the Employer creates a new position out of a vacancy caused by attrition where duties and responsibilities differ, all of which are subject to Sections 4.05 through 4.08.

4. **Out of class work:** Employees who are assigned by their manager to work in a position in a higher category for more than five (5) days shall receive the salary of the higher category at their current step for the length of such assignment.

ARTICLE XX: PENSION AND 401(k) PLANS

20.00 ADMINISTRATION COSTS: The Employer will pay one hundred percent (100%) of the total cost of the Employees' pension plan. This obligates the Employer to pay all of the administrative cost of the pension plan.

20.01 DEFINED CONTRIBUTION PLAN: The Employer will jointly with the Union, provide a defined contribution pension plan, which requirements do constitute a contractual obligation or agreement by the Employer to provide such benefits required by this Agreement and to procure the insurance contract or vendors plan and to fulfill its responsibility described below. The requirements for such pension plan shall be not less than those established in the Wisconsin Education Association Retirement Plan in effect at the time this agreement is signed, which Plan is incorporated herein by reference to have the same effect as if set forth in full. The investment fund alternatives within the plan shall be selected by the Union.

Any change in the pension plan provider shall be recommended by a Joint Study committee but must be agreed to by the Employer and the Union.

20.02 PAYMENT SCHEDULE: Payments shall be made monthly into the retirement plan. Partial monthly contributions will be made for an Employee who terminates based upon the number of workdays in the Employee's final month of work.

1. **Vesting and Eligibility:** The plan shall include a one thousand (1,000) hour rule which is attached as Appendix E.
2. **Responsibility:** When such plan is procured by the Employer, the sole and exclusive responsibility and liability of the Employer shall be to conform with all federal and state obligations required of Employers, to make contributions to the carrier or vendor for such plan and to provide to the chosen carrier or vendor all enrollment documents and supporting instructions with respect to allocation of such contributions. The Employer shall have exclusive responsibility for the administration or enforcement of such plan and to see to the proper application of the contributions and the retirement benefits under the plan.
3. **Indemnification:** The Employer shall be held harmless by the Union against any and all claims, demands, suits and other forms of liability arising out of the administration of the plan and the application of the payments and benefits of the plan which are in compliance with the requirements of this contract and the Internal Revenue code. The Employer shall have no liability for financial loss suffered by an Employee as a result of the Employee's participation in the pension plan.

20.03 CONTRIBUTION FORMULA: The Employer contribution shall be a percent of the Employee's gross salary as follows:

Twenty-two percent (22%) paid to the pension plan with an additional three percent (3%) paid to the pension plan but treated as if paid to the Employer 401(k) plan (Safe Harbor).

20.04 WEAC 401(k) AND ROTH 401(k): The Employer shall not incur or suffer any additional material financial cost or liability as a result of an Employee participating in the 401(k) plan except as found in Section 20.00.

Employees shall be eligible to defer compensation into the WEAC 401(k) and/or Roth 401(k) plan. The administration costs, contract, vesting and eligibility, responsibility and payment schedule language for the 401(k) and/or Roth 401(k) plans are the same as for the pension plan. The plan year, distribution, and accrual restrictions shall be the same as for the pension plan.

Each Employee who initiates or changes contributions to the WEAC 401(k) and/or Roth 401(k) shall, at such time, provide the Employer with a copy of his/her written authorization (unless the enrollment or changes are made electronically in which case the Employee will be required to comply with the same requirements of the program as if a paper copy had been signed).

Employee contributions shall not exceed the contribution limits below and shall not exceed one hundred percent (100%) of compensation less payroll or other required deductions

401(k) and Roth 401(k) Limitations:

<u>Year</u>	<u>Maximum Employee Deferral</u>	<u>Age 50+ Catch Up</u>	<u>TOTAL</u>
2008	\$15,500	\$5,000	\$20,500
2009	\$16,500	\$5,500	\$22,000

Employee contributions are immediately vested.

No borrowing will be permitted. Hardship loans are available but restricted to IRC conditions and limits and the hardship criteria found in the plan document.

Employees will authorize salary reduction amounts.

Contributions can either be designated as a normal contribution or a Roth contribution.

ARTICLE XXI: RETIREMENT AND POST RETIREMENT HEALTH CARE (PRHC)

21.00 DEFINITION OF RETIREMENT: Anytime a staff person whose age is fifty-five (55) or greater and the combined total of age and years of service is at least seventy-five (75), he/she may retire. (This is sometimes referred to as the "Rule of 75".)

21.01 POST RETIREMENT HEALTH CARE BENEFIT: When a staff person meets the above definition and retires they are entitled to receive the following post retirement health care benefit(s):

1. **Fund:** A Post Retirement Health Care (PRHC) fund will be created equal to the Employee's salary on the date of retirement.
2. **Use of the fund:** The Post Retirement Health Care (PRHC) Fund shall be available to the retiree to use for the Benefit Options listed below:
 - a. Employees whose employment terminates for any reason other than retirement shall be ineligible for this benefit.
 - b. In the event of the death of the retiree before this benefit is exhausted, any surviving dependent, spouse or domestic partner covered by the insurance at the time of the Employee's death shall be eligible pursuant to the underwriting rules of the carrier to receive the remainder of this benefit.
3. **Benefit options:**
 - a. The former Employee elects to remain in the WEAC/UEA health plan (and the dental plan for the COBRA period only); the Employer will use the funds to pay the WEA Trust for single or family coverage and/or Long Term Care (LTC) until the entire credit is used up;
OR
 - b. The former Employee elects that the credit be provided to another Employer or insurance carrier where the former Employee is a dependent or receives group coverage with another insurance carrier and where the other Employer or insurance carrier will exclusively use this credit for health insurance covering the former Employee. The Employer will use the necessary funds to pay for health coverage until the entire credit is used up;
OR
 - c. The former Employee will provide WEAC/UEA with a group health insurance bill and WEAC/UEA will pay the portion of the bill on behalf of the former Employee that is

necessary to fully provide coverage to the former Employee and his or her dependent(s) until the entire credit is used up;

OR

- d. Where the former Employee is eligible for and selects the WEA Med Plus health insurance coverage as the exclusive alternative to the WEAC/UEA health plan, the WEAC/UEA will pay the bill for the former Employee until the entire credit is used up.
 - e. In all cases the funds will be paid on behalf of the Employee for health insurance coverage on a monthly basis. No lump sum payments will be allowed.
4. **Medicare Part B and D:** Funds in this section may be used to pay/reimburse for Medicare Part B and D. Reimbursement will be made on a quarterly basis, provided that the Employee provides written proof of the amount obligated under Medicare Part B and D.
 5. **Vesting:** Effective on the actual date of retirement, the benefits described herein shall be vested at that level for that Employee. These funds shall be secured, not subject to creditor risk, not later than 9/1/2012.

21.02 CONTINUING IN GROUP PLAN: Once the funds are spent, the staff person may continue in the WEAC group health and/or LTC plans by paying the premiums so long as the health and/or LTC carrier permits.

21.03 SURVIVOR BENEFITS: In the event of the death of the retiree before the retirement health and/or LTC benefits are exhausted, any surviving dependent and spouse or domestic partner (so long as the WEA Insurance Trust provides benefits to domestic partners) covered at the time of the Employee's death shall be eligible pursuant to the underwriting rules of the carrier to receive the remainder of the benefits. Thereafter, the surviving dependent and spouse or domestic partner may stay in the group insurance plan by prepaying monthly the insurance premium provided that there is no prohibition from participation under the carrier's rules and regulations.

21.04 PRO-RATED BENEFITS: The pro-rata benefits of Section 21.01 shall be available to an Employee with ten (10) or more years of service whose combined age and years of WEAC/UniServ service equal or exceed the sum of seventy-five (75). The pro-rata benefit is equal to years of service divided by twenty (20) multiplied by the dollar amount produced in Section 21.01.

For illustration purposes, an Employee with ten (10) years of service (10 divided by 20) would be eligible for fifty percent (50%) of the benefits described in 21.01.

21.05 POST EMPLOYMENT CAFETERIA PLAN:

The Post Retirement Health Care funds outlined in sections 21.01 and 21.04 may be restructured by a retiring Employee to this Post Employment Cafeteria Plan.

1. The post-employment period shall begin on the first of the month following severance of employment.
2. The annual election shall be available only under the WEAC/UEA section 125 cafeteria plan, consistent with IRS rules governing section 125 plans. Prior to implementation and Employee election, the Employer shall, if necessary, create or amend its section 125 plan to cover former Employees.
3. To facilitate elections under the Employer's section 125 plan, post-employment health insurance coverage shall be divided into annual periods ending December 31 (consistent with the plan-year definition under the section 125 plan). The first annual period shall be for the remainder of the cafeteria year in which employment ceases.
4. The dates for yearly elections will be identical to those dates applicable to the Alternate Benefit Plan (ABP)

Annual Elections

1. Before each annual period, a former Employee may choose to have the Employer provide one or more of the following benefits for that annual period, subject to the maximums set forth below:
 - a. Health and dental (if eligible) insurance coverage of the former Employee and permitted dependents/spouse; (not including long term care insurance) or
 - b. Reimbursements for eligible flexible spending arrangement (FSA) expenses incurred by the former Employee or dependents/spouse during the annual period. Eligible FSA expenses shall be medical, dental, vision, and other expenses that satisfy the health FSA rules under the section 125 regulations; or
 - c. Cash payments to the former Employee. Cash payments shall be made on the normal payroll dates of the Employer during the applicable annual period and shall be subject to all applicable (employer and employee) taxes.
2. Absent a mid-plan-year cafeteria IRC §125 exception [such as an Employee getting married, loss of spouse coverage, etc.], a mid-plan-year change (i.e., from insurance to cash or vice-versa) is not permitted.
3. If a former Employee is eligible for family coverage, but instead selects single coverage (or is eligible for single and selects no coverage), then the former Employee may elect:
 - a. Contribution to the Employer's flexible spending account for health care expenses; or
 - b. Cash payments to the former Employee.
4. The total amounts for any benefit under this section when added together with any health insurance premiums paid during the annual period will not exceed the health insurance premium which the former Employee is eligible to receive in any plan year.
5. The amounts payable from the account shall be measured by the premiums payable by the Employer and shall be determined periodically throughout the annual period, taking into account any change to the premium amounts as might normally occur upon an insurance renewal.

Dependent and Beneficiary Rights

If a former Employee dies, his or her surviving spouse or dependents cannot make Section 125 plan elections.

1. Family Coverage. If a former Employee dies during a year for which he or she had elected family insurance coverage, the Employer shall continue to provide the coverage to the family members until the end of the coverage period and the credits are exhausted.
2. Single Coverage. If a former Employee dies during a year for which he or she had elected single insurance coverage, the coverage naturally terminates upon the death (because the section 125 rules do not permit the coverage to be converted to cash for the remainder of the year). For the remaining time during the coverage period, the Employer shall make cash payments to the former Employee's surviving spouse [if any, otherwise to the surviving dependents or domestic partner pro rata, or if none to the estate] in the same amounts and at the same time as if the former Employee had not died and had elected cash for each of those years, until the accrued credit balance is exhausted.
3. Cash or FSA Election. If a former Employee dies during a year for which he or she had not elected insurance coverage (i.e., elected only FSA or cash), the Employer shall make cash payments to the former Employee's surviving spouse [if any, otherwise to the surviving dependents or domestic partner pro rata, or if none to the estate] in the same amounts and at the same time as if the former Employee had not died and had elected cash for each year after the year of death, until the accrued credit balance is exhausted.

ARTICLE XXII: INSURANCE BENEFITS AND OTHER COMPENSATION

22.00 INSURANCE PLANS (Appendix B – General Information): The plans as described in the Appendices shall be the only plans available to Employees covered by this Collective Bargaining Agreement. As long as the WEA Insurance Trust (WEAIT) provides domestic partner coverage, such coverage shall be included in the Professional Staff insurance plan(s).

Effective March 1, 2009 the health insurance plan will change as follows:

- All Professional Employees will move to Trust Preferred.
- The plan contains the extraction and replacement of teeth option.
- The prescription drug card is \$0/\$5/\$20.

In the event that a state or federal statute requires participation in a state or federal health plan (or any other insurance) where the employer's cost is reduced, the parties will immediately bargain over how the additional dollars (less any administrative costs and savings from the managers and confidentials' plan) will be distributed to bargaining unit employees.

22.01 NEA ACCIDENTAL DEATH & DISMEMBERMENT (AD & D): The Employer will pay the annual premium of the low option NEA Accidental Death and Dismemberment Insurance or its equivalent for each Professional staff member.

22.02 OPEN ENROLLMENT: During the term of this Agreement, the Union may request an open enrollment of the health plan; however, the open enrollment will be held at the discretion of the carrier.

22.03 HEALTH INSURANCE: The Employer will pay the full premium for either single or family plan coverage. The Association will cover Employees with a policy underwritten by the WEA Insurance Corporation, as described in Appendix B.

22.04 DISABILITY: The Employer will pay the full premium of disability insurance coverage for accidents or illnesses that are permanent or totally disabling. The policy will be underwritten by the WEA Insurance Corporation, as described in Appendix B.

22.05 GROUP TERM LIFE: The Employer shall pay the full premium for coverage of a group term life insurance for each Professional staff member, as described in Appendix B. In addition, Employees shall be able to obtain additional life insurance coverage under a voluntary payroll deduction plan at Employee expense.

22.06 DENTAL INSURANCE: The Employer will pay the full premium for Dental Insurance coverage underwritten by the WEA Insurance Corporation, as described in Appendix B.

Staff members who become disabled shall have their dental insurance premiums paid by their Employer for eighteen (18) months following the certification of the disability.

22.07 VISION INSURANCE: The Employer shall pay the full premium for single or family plan Vision Care Benefit, as an addendum to the Health Insurance Plan (22.03 above).

The Employer agrees to provide the benefits of the specified policy so long as such policy is available from the named insurance carrier. Any changes, which affect wages, hours, and conditions of employment, shall be subject to bargaining.

22.08 POST EMPLOYMENT: Professional staff members shall be allowed to retain insurance coverages for eighteen (18) months after WEAC employment at their own expense. This provision shall only be effective if current carriers will provide and if it costs the Employer nothing.

22.09 OASI: All Professional staff members are automatically members of the federal Old Age Survivors and Disability Insurance Systems.

22.10 WORKER'S COMPENSATION: The Employer comes under the Worker's Compensation Law which provides for medical expenses and certain benefits in case of accident to any Professional staff member in the line of duty.

22.11 LONG-TERM CARE BENEFITS: The Employee and his/her spouse/domestic partner shall be eligible to participate in the group long-term care program underwritten by the WEA Insurance Corporation. The premium will be fully paid by the Employer.

22.12 OCCUPATIONAL LIABILITY: The Employer shall continue to pay the cost of occupational liability insurance for the Professional staff.

22.13 LEGAL ASSISTANCE: The Employer shall give full support, including payment of fines, and legal assistance to Professional staff members involved in action arising from the normal discharge of their duties. Full pay and benefits shall continue during such occurrences.

22.14 MALPRACTICE INSURANCE: The WEAC shall provide, at its expense, malpractice insurance coverage for staff attorneys.

22.15 EMPLOYEE ASSISTANCE PROGRAM: WEAC will continue to provide bargaining unit members with an Employee Assistance Program in cooperation with the USU.

22.16 CAFETERIA & FLEXIBLE BENEFIT PLAN:

1. The Employee Benefit Corporation (EBC) Best Flex Plan, Master Plan Document shall not be materially changed, as it relates to bargaining unit members, without the agreement of the USU, except as required by law. The provider may be changed by mutual agreement of the parties. The Employer will provide a flexible reimbursement/cafeteria plan under Internal Revenue Service Code to permit Employees to choose between:
 - a. cash in lieu of health benefits (§125),
 - b. payment of insurance premium amounts (excluding long term care and dental) (§106),
 - c. flexible spending arrangement [FSA] health care expenses not covered by the insurance plan (§105), and
 - d. dependent care costs (§129).
2. The Plan Year shall be on a calendar year basis: January through December.
3. Any FSA funds remaining at the end of any IRS extended plan year (March 15 of following year, "IRS extended year program") after all reimbursements have been made shall remain the property of the Employer.

22.17 ALTERNATE BENEFIT PLAN:

The Employer will provide for an Alternate Benefit Plan (ABP) under the Internal Revenue Service code that will permit employees to choose cash in lieu of health and/or dental benefits on a calendar year basis (§125).

The Alternate Benefit Plan (ABP) as an alternative to (in lieu of) single or family health coverage and/or single or family dental coverage provides as follows:

1. Employees eligible for family health and family dental insurance shall select to receive either family health and/or dental or to receive cash payments in lieu of family health and/or family dental. Employees selecting cash payment shall receive an amount equal to the single rate paid directly to the Employee in lieu of insurance coverage monthly.
2. Employees eligible for family health and dental coverage who select the ABP cash amount in lieu of dental insurance shall receive the amount of the cost of the single dental plan as a cash payment monthly.

Employees who choose to keep the family dental but select the ABP cash amount in lieu of health insurance shall receive the amount of the cost of the single health plan as a cash payment monthly.

3. An employee receiving single coverage for either plan (health and/or dental), who opts for the ABP (cash in lieu of insurance) shall receive 50% of the single rate (health, dental, or both) subject to the same rules, regulations, and qualifications as contained in this section.
4. Where the Employer employs both spouses, one spouse will be eligible for participation in the ABP as if both employees had family coverage.
5. The initial selected choice of cash payment or insurance shall occur during the hiring process. Thereafter any change in the choice will occur between 10/1-10/15, to become effective on January 1 of the next year, except where a cafeteria change is permitted.
6. Any employee who fails to make a selection shall automatically be placed in the appropriate health and dental plan.
7. The cash payment shall not be considered salary or wages for any other reason or benefit under the terms and conditions of the CBA, including but not limited to, retirement, severance, post retirement benefits, etc.
8. The cash payment shall be subject to appropriate taxation as defined by the IRS and the State of Wisconsin (e.g. Payroll taxes, FICA, Medicare, etc.)
9. At the employee's option, the employer shall assist employees in placing the cash payment into the employees 401(k) and or Roth 401(k) up to the allowable legal limit.
 - a. An employee electing taxable cash in lieu of health insurance is deemed to request the Employer to pay the cash to the 401(k) plans unless the employee requests in writing to have the cash paid to the employee. The Employer shall pay the cash to either the Employee or to the 401(k) plans on or about the normal payroll date.
 - b. Amounts received as additional compensation, and deferred to the 401(k) plan(s) shall be subject to all applicable payroll taxes, including FICA and Medicare. In addition, the employer will withhold state and federal taxes for Roth 401(k) contributions.
10. Employees, who previously chose ABP cash compensation and subsequently reverse that choice, shall have the right to re-enroll in the health and/or dental plan at a later date pursuant to the carrier's terms, timelines, and conditions for re-entry.
11. New Employees: The eligibility date for new employees shall be the employee's first day of active service. Thereafter, a new election may be made between 10/1-10/15 for a subsequent calendar year. However, the parties agree to use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first day of active service is on the 1st through the 15th of the month, the Employer will contribute the payment.

ARTICLE XXIII: BUSINESS GROUND TRANSPORTATION ALLOWANCE (BGTA)

The provisions of the current BGTA plan in the 2004-08 Collective Bargaining Agreement shall continue unless specifically noted in the language below until this new plan takes effect January 1, 2010.

23.00 DEFINITION OF BENEFIT: The Employer agrees to provide the following benefit. It is understood that this provision provides for costs of business transportation. To the extent lawful, this is not considered wages and therefore no retirement will be paid nor shall employment taxes be withheld on the allowance set forth below.

Although the Employers and the USU consider this to be a reasonable approach for an accountable plan for business transportation, the IRS may not, and it may create a tax liability. Should the IRS hereafter determine

that such a tax liability exists, as a result of the operation of the provisions of the Collective Bargaining Agreement; Employees agree to pay the tax liability that would have been and is theirs to pay.

Employees authorize the Employer to withhold from salary over a six (6) month period, any amount of taxes they pay on the Employees' behalf. If not still employed, the previous Employee will immediately reimburse the Employer, and in the event the Employee does not reimburse, the Employer has a right to collect the taxes paid on the Employees' behalf and reasonable legal fees necessary to collect the money from the Employee.

Employees are not agreeing to pay any fines or penalties entered against the Employer due to their failure to withhold taxes from salary. They are agreeing to pay the tax amount which the IRS may in the future determine should have been their responsibility.

In order to provide Employees with ground transportation for business purposes, the Employer agrees to provide the following:

1. All UniServ Directors, as a result of their assignment, automatically qualify for a BGTA allowance below.
2. All Professional Employees who do not qualify for BGTA allowance shall receive mileage at the rate as indexed in 23.02 below. Effective 1/1/2008 this is \$0.723.
3. Employees receiving the mileage reimbursement above, who are covered by this article, may qualify for an allowance as follows:

Initial Qualification Period: Professional staff members who have driven at least fourteen thousand (14,000) business miles (IRS definition) in the period December 2007 – November 2009 shall be eligible for a BGTA allowance beginning January 1, 2010 and ending December 31, 2011.

Re-qualification Period: Professional staff members who have driven at least fourteen thousand (14,000) business miles (IRS definition) in the succeeding two-year periods ending the November 30th of the odd year shall be provided an allowance. Professional staff members who fail to re-qualify shall revert to the mileage rate described in paragraph 2 above in the January following the qualification or re-qualification period.

4. Employees eligible for an allowance may choose (between 8/15 and 8/31 of each year) to receive mileage or a BGTA allowance.
5. An Employee who is eligible for an allowance may choose mileage. However, mileage reimbursement may not exceed the amount of the allowance for which he/she would have been eligible.
6. New employees, except for UniServ Directors, shall receive BGTA or mileage based on the experience of the prior employee in that position. For new positions, except for UniServ Directors, if the employee is expected to travel, then the employee will receive BGTA until the end of the qualifying period, and then a re-qualification shall be based on a pro-rata.
7. In order to be eligible to receive mileage or an allowance, Employees must file a completed UEA mileage report form and other necessary documents (proof of insurance, lease, etc.) with WEAC. WEAC will continue to compute the value of an allowance for tax purposes.

Employees must submit this form by the 15th day of each month to be eligible for the following month's allowance. For example, if an Employee submits the form for the month of February by March 15, then by March 31, the Employee will be issued the Employee's BGTA check for the month of April. Employees that do not submit their form by the 15th day of the month will not receive the following month's BGTA according to schedule, but will receive the allowance for the month after receipt of the BGTA form.

A copy of the UEA mileage report form shall be submitted to the Employee's WEAC Department Manager or UniServ President at the same time it is submitted to the WEAC Financial and Membership Services Department.

8. The allowance will cover all transportation costs (e.g., title, taxes, lease, gas, insurance, maintenance, etc.) except for parking. The expenditure of all allowance funds does not relieve the Employee of responsibilities to perform his/her job.
9. Taxes will be withheld from the Employee's paycheck once each quarter using the then current IRS business expense deductible rate (currently \$.505 / mile in 2008) compared to either the mileage allowance or the BGTA rate.

For example, if the BGTA calculated amount was \$1,200 per month, and the Employee was credited with 2,000 business miles @ \$.505 / mile, then the additional \$190 per month will be taxable income and taxes will be withheld on this amount once each quarter.

23.01 BGTA AMOUNT (MONTHLY):

The BGTA amount shall be based on the mileage driven the previous December – November.

Annual Business Miles	September 1, 2008 to December 31, 2008	January 1, 2009 to December 31, 2009
Less than 10,000	\$ 1,077	\$ 1,174
10,000 – 14,999	\$ 1,158	\$ 1,262
15,000 – 19,999	\$ 1,238	\$ 1,349
20,000 – 24,999	\$ 1,319	\$ 1,438
25,000 – 29,999	\$ 1,399	\$ 1,525
30,000 or more	\$ 1,434	\$1,563

Annual Business Miles Beginning January 1, 2010	Monthly BGTA Payment Prior to Section 23.02 Adjustments for 2008 and 2009
<=10,000	\$1,077
10,000+	\$1,118
12,500+	\$1,159
15,000+	\$1,199
17,500+	\$1,239
20,000+	\$1,279
22,500+	\$1,318
25,000+	\$1,359
27,500+	\$1,400
30,000+	\$1,436

23.02 INDEXING: Mileage and BGTA rates shall be indexed (increased or decreased) annually (January 1 through December 31) based on the percentage of increase or decrease in the IRS allowable mileage rate in January. For example: If the January IRS allowable mileage rate -

- a. increased by 1% then the mileage and BGTA rates would be increased by 1%.
- b. decreased by 1% then the mileage and BGTA rates would be decreased by 1%.

ARTICLE XXIV: GRIEVANCE PROCEDURE

24.00 DEFINITION: A grievance is an allegation by an Employee, Employees or group of Employees, or the USU that there has been: a breach, misinterpretation or improper application of the terms of this Agreement; or violation or misapplication of any law, statute or constitutional guarantee; or an arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies of the Employer or related to the terms and conditions of employment.

24.01 TIME LIMITS: In order for a grievance to be valid, it must be filed no later than sixty (60) days following the date the grievant became aware of the event giving rise to the grievance. The term day(s), as used herein, refers to regular business days on which the WEAC central office is scheduled to be open (see Appendix A).

24.02 INFORMAL PROCEDURE (FOR UNISERV EMPLOYEES, INCLUDING STATE UNISERV):

1. Prior to the initiation of a formal grievance, an Employee may bring a grievance issue to an informal step with their Employer.
2. An Employee may request an informal step to precede a formal grievance. However, such request must be made in writing within fifteen (15) days of the event giving rise to the issue.
3. The Employer will schedule a meeting with the Employee within twenty (20) days of receipt of the request.
4. At the informal meeting there shall be no representatives or observers. No practice or prejudices shall be established at the informal step. The Employer/Employee shall notify the UEA and USU respectively of informal meetings and the issue(s) to be discussed.
5. The Employee may present the particulars of the issue to the Employer's designee for a decision. The designee will consist of three (3) or more representatives of the Employer—i.e., Executive Committee, Personnel Committee, or full Board.
6. A decision will be made and communicated to the Employee, USU, and UEA within ten (10) days of the meeting.
7. If the decision is not satisfactory, the Employee may file a grievance commencing at Step 1.
8. If the date of the informal meeting extends beyond the sixty (60) day time-line, then a formal grievance must be filed within ten (10) days of the informal decision.

24.03 STEP 1: The grievant will file the written grievance with the UEA representative designated by the UEA President. The representative(s) and grievant (with his/her USU representative(s)) will meet within twenty (20) days to attempt to resolve the grievance. The UEA representative(s) shall render a decision in writing within five (5) days of the meeting.

24.04 STEP 2: If the grievance is not settled at Step 1, the USU may submit the grievance to arbitration by written notice to the UEA representative within fifteen (15) days of the date of receipt of the Step 1 response.

24.05 ARBITRATOR SELECTION: Within twenty (20) days after such written notice of submission to arbitration, the UEA representative(s) and the USU Grievance Chairperson will select an arbitrator and will obtain a commitment from said arbitrator to serve.

24.06 ARBITRATORS: The parties shall ask the WERC to provide a panel of nine (9) ad hoc arbitrators to arbitrate any grievance. The parties shall alternately strike from said panel until one arbitrator remains. The strike order shall be determined by a coin toss.

24.07 EXPEDITED ARBITRATION: By mutual agreement, the parties may submit any grievance to expedited arbitration before a mutually agreed-upon permanent umpire under mutually agreeable rules. The decision of the umpire shall be final and binding. Provisions 24.08, 24.09, and 24.10 also apply to the choice of use of the umpire.

24.08 EXPEDITED ARBITRATION PROCEDURE:

1. The parties will make a good faith effort to schedule the expedited arbitration hearing as soon as practical.

2. Statements of fact, the issue(s) and other relevant documents, including the Collective Bargaining Agreement, will be presented by the parties to the Arbitrator at least seven (7) calendar days prior to the hearing date unless the parties mutually agree to a different timeframe for submitting documents.
3. The case-in-chief will be limited to sixty (60) minutes by each side with an opportunity for a fifteen (15) 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 a Union representative, plus a UEA representative and an appropriate management representative, will be present at the hearing and available to answer questions from the arbitrator.
4. The Arbitrator will render a final and binding decision on the case at the end of the day. The Arbitrator will issue a written decision to confirm his/her oral decision. The Arbitrator is not required to include a written statement of the parties' positions or a statement of his/her rationale for the award.
5. Decisions adjudicated under this provision are non-precedent setting.

24.09 RESPONSIBLE FOR COSTS: All mutually incurred costs of arbitration shall be borne by the party losing the action. The decision of the arbitrator shall be final and binding.

24.10 MUTUAL EXTENSIONS: The parties to a grievance may mutually agree to an extension of the time periods in any step of the grievance procedure.

24.11 TIME LIMITS: Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum, and every effort shall be made to expedite the process in a short period of time.

ARTICLE XXV: GRANDPARENTED AND/OR EXTRA-CONTRACTUAL PROVISIONS

25.00 EXTRA-CONTRACTUAL PROVISIONS: Extra-contractual provisions shall be defined as provisions, standards or practices that do not apply to all bargaining unit members and are in excess of the terms and conditions of this Collective Bargaining Agreement.

Extra-contractual provisions in existence as of September 1, 1998, shall be discontinued via the following procedures:

Employees have until June 1, 1999 to inform the Employer and the UEA of the standards and/or practices which they believe exist and wish to continue. Following that date, the UEA shall have until August 31, 1999, to inform the Employee of the Employer and UEA disposition of this standard and/or practice. Standards and practices may be continued or discontinued upon mutual agreement of the Employer and UEA. If the Employer and the UEA choose to discontinue the standard or practice, the parties to this contract shall meet to negotiate over the impact.

25.01 NO FURTHER EXCEPTIONS: There shall be no additional exceptions to the terms and conditions of this Collective Bargaining Agreement without the written approval of the USU and the UEA.

ARTICLE XXVI: HOURLY EMPLOYEES AND SALARIED PART-TIME (SPT) EMPLOYEES

26.00 HOURLY EMPLOYEES: Hourly Employees receive no other coverages under this Agreement. After ninety (90) days which average less than five (5) hours per week, an Employee shall be deemed to be out of the bargaining unit.

1. **Provisions covered by:** Employees assigned to work an average of ten (10) or more hours/week shall, in addition to the hourly rate schedule, be covered by the following provisions: Article I, (entire article); Article II, (entire article); Article III, 3.00-3.10, 3.12, 3.14, 3.15; Article IV, 4.00-4.03; Article V, (none); Article VI, 6.00, 6.02-6.04, 6.07, 6.08; Article VII, (none); Article VIII, 8.00; Article IX, (none); Article X, (none); Article XI, (none); Article XII, (entire article); Article XIII, (none); Article XIV, 14.01, 14.03, 14.04; Article XV, (none); Article XVI, 16.00-16.09. Employees cannot voluntarily increase their amount of work., 16.11 (pro-rata); 16.12 (pro-rata); 16.15 (pro-rata); 16.16 (pro-rata);

Article XVII, (none); Article XIX, 19.01; Article XX, 20.00; 20.01; 20.02; [once the Employee has satisfied the one thousand (1,000) hour rule in a plan year, contributions for the one thousand (1,000) hour period shall be made in the next month and hereafter payments shall be made monthly] 20.03, 20.04; Article XXII, 22.03 (pro-rata); 22.04 (pro-rata); 22.05 at ten thousand dollars (\$10,000); 22.06 (pro-rata); 22.07 (pro-rata); 22.08; 22.10-22.15; Article XXIII, 23.00 2.; Article XXIV, (entire article); Article XXV (none) ; Article XXVI, 26.00; Article XXVII; Article XXVIII, (entire article). Employees in this category shall have no benefits except those contained in this article.

2. **Limitations:** Employees covered by this section (26.00) cannot work more than one thousand (1,000) hours per fiscal year.
3. **Expenses:** Hourly Employees who are required to travel shall be reimbursed by cash voucher for all necessary expenses. Mileage shall be reimbursed as per Article XXIII 2. Receipts must be provided for all expenses.
4. **Hourly Rates For Covered Employees:**

	<u>FY 2008-09</u>	<u>FY 2009-10</u>
Step 1	\$22.66	\$23.34
Step 2	23.02	23.71
Step 3	23.35	24.05
Step 4	23.68	24.39

Step changes shall take place on September 1 of each year for Employees employed six (6) months or more.

5. **Dismissal:** No hourly Employees covered by section 26.00, after five hundred (500) hours of work, shall be dismissed, except for just cause.
6. **Assignment of Hours of Work:** Work assignments shall be based solely on the needs of the Employer. Work schedules shall be based upon a forty (40) hour work week and a two thousand eighty (2080) hour work year. Employees shall keep accurate time records on forms provided by the Employer.
7. **Report to Union:** WEAC shall annually provide to the USU President the total number of hours that all part-time Employees and LTE worked during the previous year.
8. **Overtime:** Any time worked over forty (40) hours/week shall be pre-authorized by the Employer and shall be paid based on 1-1/2 times the rate of pay.
9. **Paid Leave (Sick Leave/Vacation):**
 - a. Full-time hourly Employees shall receive sixteen (16) days of paid leave per year. Twenty (20) days of paid leave shall be provided after three (3) full years of employment (commencing with the fourth year).
 - b. Leave will be credited at the beginning of the year for Employees whose letter of appointment indicates they are expected to work forty (40) hours per week.
 - c. Leave may be taken in minimum blocks of one (1) hour.
 - d. No more than one hundred (100) hours of leave may be carried over from one fiscal year to the next.
 - e. Employees will receive an accounting of their accrued leave on a semi-annual basis.
 - f. Leave usage shall require the approval of the Employee's supervisor/Employer.
 - g. All paid leave days count as days worked for contract purposes.

10. **Training:** WEAC will budget eight hundred dollars (\$800) per Employee in the Employer training account.
11. **Seniority:** Seniority shall begin on date of hire. Seniority while employed under this section only applies to layoff and recall among Section 26.00, Sec. 2, Employees. Layoff shall be in inverse order of seniority. Recall shall be in order of seniority. If a Section 26.00, Sec. 2 Employee is hired for a "regular, authorized position", Section 13.06 shall apply. The Employer will not engage in sub-contracting which directly results in a layoff of a Section 26.00, Sec. 2 Employee.
12. **Bereavement Leave:** Employees shall receive the benefits of Section 16.12.
13. **Jury Duty:** Employees shall receive the benefits of Section 16.13.

26.01 SALARIED PART-TIME EMPLOYEE CONDITIONS OF EMPLOYMENT:

1. Employees Covered by this Section are those Employees holding an appointment to a salaried part-time position (via a letter of employment); and, who are placed on the salary schedule (pursuant to Article XIX, entire article) and paid a pro-rated amount of the scheduled salary.
2. Employment:
 - a. No employment under this section shall be made for less than a one-half time equivalent position (one-half time equivalent of a full-time position, i.e., .5 FTE); and, the Letter of Employment shall specify the percent of a full-time equivalent position's services which the Employee is expected to provide (i.e., 50%, 60%, etc.).
 - b. All employment under this Section meets the requirements of the one thousand "1000-hour rule" for purposes of participation in the WEAC pension plan.
 - c. Employment length (term) under this Section may be made for a specified, unspecified term (i.e., one (1) year, two (2) year, etc.) or an open term.
3. The Criteria for Determining the Percent of the Full-Time Position to which the Employee is assigned shall be stated in the letter of employment (i.e., minimum number of hours, days, bargaining units assigned, etc.). WEAC and each Appendix D Employer shall apply the criteria pursuant to their own standards and practice. No standard or practice of one Employer (WEAC or UniServ Unit) shall bind another.
4. Any Adjustment in the amount of work allocated to the part-time position which would affect the pay or benefits of the Employee shall take place prior to the commencement of a new fiscal year [to become effective at the start of the new fiscal year (September 1)]. However, nothing prevents the mutual modification of the work schedule to accommodate short term situations which do not result in a change in the percent of the FTE position assigned to the Salaried Part-Time position.
5. No Voluntary Increase in the amount of work performed or duties assumed by the Employee shall be the basis for an increase in the percent of a full-time equivalent position assigned to a specific salaried part-time position.
6. Salaried Part-time Employees may not simultaneously hold a second position under Article XXVI without the written permission of the involved Appendix D Employers.
7. Two Employers: When employed by two Employers, covered by this contract, the Employee shall be full time. This provision doesn't cover the purchase of services by one Employer from another Employer where the Employee is full time.
8. No Overtime/Exempt: Salaried Part-Time Employees are exempt Employees and the overtime provisions of this Agreement do not apply.
9. Application of Other Agreement Provisions to Salaried Part-Time Employment.

- a. Unless otherwise stated herein, only the provisions of this Agreement (listed in 26.01 Subsection 9; Sub b.) shall apply to Salaried Part-time Employees. If there is any conflict between Section 26.01 and any other provision(s) of this Agreement, with respect to the economic and other employment conditions for Salaried Part-time Employees, the provisions of Article XXIV (26.01) shall supersede any other provision of this Agreement.
- b. Salaried Part-time Employees shall, in addition to the provisions of this section, be covered by the following provisions of this Agreement: Article I (entire Article), Article II (entire Article); Article III (entire Article); Article IV (4.00-4.03); Article V (none); Article VI (entire Article); Article VII (none); Article VIII (entire Article); Article IX (none); Article X (10.00), (10.01-10.05), pro-rata, (time and funds); Article XI (entire Article) pro-rated (as to funding); Article XII (entire article); Article XIII (entire article pro-rated separately); Article XIV (entire Article); Article XV (none); Article XVI (16.00-16.09) pro-rata, (16.11) pro-rata, (16.12) pro-rata, (16.13) pro-rata, (16.15) pro-rata, (16.16) pro-rata; Article XVII (none); Article XIX (entire Article); Article XX (20.00-20.04); Article XXI; Article XXII [pro-rata premiums for (22.03), (22.06)], [full premium for (22.01), (22.04), (22.05)], (22.07), (22.08), (22.09), (22.10), (22.11), (22.12), (22.13), (22.14), (22.15); Article XXIII (23.00 2); Article XXIV (entire article); Article XXV (none); Article XXVI (26.00) (26.01); Article XXVII; Article XXVIII (entire article).
- c. Salary and all benefits shall be pro-rated on the basis of percent of a full-time position as stated in the Employee's letter of employment. (This includes, but is not limited to, the pro-ration of leave, holidays, training, insurance premium payments, etc.)

10. Definitions and Terms applicable to the employment conditions of Salaried Part-time Employees:

- a. Full-time equivalent (FTE) position is the term used to describe the duties, time requirements and responsibilities of a full-time Professional staff position or the sum of the part-time positions which are equal in all respects to a full-time Professional staff position for comparison purposes [i.e., if a staff member in Unit X works sixty (60) hours per week, then a thirty (30) hour position in the same unit is a fifty (50%) percent full-time equivalent position (.5 FTE)]. It is understood that a .5 FTE position in one employing unit may not be equal in time or duties to a .5 FTE position in a second employing unit.
- b. Pro-rata means that the benefit, or cost of the benefit (or both), will be based upon the proportion of a full-time position to which the part-time position is equivalent (i.e., a .5 FTE position will receive .5 x the number of paid leave days or .5 x the cost of health insurance premiums paid by the Employer).
- c. Term Employee is an Employee hired for a one (1) or two (2) year term.
- d. An equivalent day is a day which is pro-rated on the basis of the Employee's percent of a full-time position. Thus a .6 FTE Employee, eligible for 10 days of leave under the leave provisions for full-time Employees, is allotted 6 days (.6 FTE x 10) of 10 equivalent days.

11. Job Security Provisions: Employees employed for a specific term of one (1) or two (2) years, after serving a 60-day probationary period, may not be discharged or otherwise disciplined, except for just cause.

- a. Employees employed for an undefined or "open term," after serving a six (6) month probationary period, may not be discharged or otherwise disciplined, except for just cause.
- b. Employees employed for a specific term may not have their employment extended unless such extension or new appointment is made in writing.
- c. Non-probationary Salaried Part-time Employees may be laid off with sixty (60) days' notice.
- d. A Salaried Part-time Employee who is laid off shall have recall rights to the same or equivalent salaried part-time position for two (2) years.

12. Excluded Provisions: Excluded provisions of the Agreement which may apply under limited circumstances. Relocation expenses shall not apply unless an Employee is specifically directed to relocate in writing or via his/her letter of employment. An Employee so directed will be covered and will qualify for contractual relocation expenses.

13. Professional Staff Hours:

- a. Professional staff hours shall only apply to the extent that hours may be adjusted within the parameters of the salaried part-time employment.
- b. The number of hours the Salaried Part-time Employee is expected to work will be established by the Employer, based on the number of hours the Employer expects of a full-time position.
- c. When the part-time equivalency of the full-time position is based upon a division of duties, bargaining units assigned, specific days worked (i.e., Monday, Wednesday, Friday of each week), the professional hours concept shall apply. Where hours per day is the basis for the position, the staff hours may not be adjusted pursuant to professional staff hours.
- d. The EPL provisions shall apply only where the Salaried Part-time Employee is assigned (in writing) to work a Sunday or holiday.

ARTICLE XXVII: MANAGEMENT RIGHTS

27.00 DEFINED: The Employer(s) hereby retains all rights that it has by law and the right to exercise such functions except as specifically modified by the terms of this Agreement. This Article does not describe any rights of Employees or of the Union.

ARTICLE XXVIII: TERMS OF AGREEMENT

28.00 EFFECTIVE DATE/RE-OPENER/EXTENSION: This Agreement shall become effective on September 1, 2008 and shall remain in effect unless amended or supplemented by mutual agreement of the parties through August 31, 2010. Provisions shall remain in effect until a successor Agreement is reached. The parties shall exchange proposals not later than February 1, 2010 and make a good faith effort to negotiate a successor agreement before the expiration date.

28.01 SAVINGS CLAUSE: All items in this Agreement are presumed to be legal and valid. If any specific item of this Agreement shall be ruled invalid by a court of law or governmental agency, the Employer and the USU shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

28.02 AGREEMENT MODIFICATION: This Agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly executed by both parties.

28.03 TOTAL UNDERSTANDING CLAUSE: This Agreement represents the complete and full Agreement between the parties and for the duration of the contract neither party shall be obligated to negotiate with respect to wages, hours and conditions of employment except as specified within this Agreement.

28.04 ACCEPTANCE: This Agreement is signed on the 13th day of March, 2009, for implementation on September 1, 2008. This Agreement shall be binding on the parties hereto. The parties agree that the UEA shall provide copies of this Agreement to all members of the bargaining unit and the USU within thirty (30) calendar days after being signed by both parties.

MARY BELL
Chair
United Employers Association

EUGENE DUNK
President
United Staff Union

CAROL ALBRIGHT GOBELI
Bargaining Team Chairperson
United Employers Association

GREG SPRING
Chief Spokesperson
United Staff Union

APPENDIX A
HOLIDAY SCHEDULE

SEPTEMBER 1, 2008 TO AUGUST 31, 2009

Labor Day	September 1
Thanksgiving	November 27, 28
Winter Holiday	December 24, 25, 26, 31, January 1
Spring Holiday	April 10
Memorial Day	May 25
Independence Day	July 1, 2, 3

SEPTEMBER 1, 2009 TO AUGUST 31, 2010

Labor Day	September 7
Thanksgiving	November 26, 27
Winter Holiday	December 24, 25, 28, 31, January 1
Spring Holiday	April 2
Memorial Day	May 31
Independence Day	July 1, 2, 5

(13 Paid Holidays)

APPENDIX B

GENERAL INSURANCE INFORMATION

WEACARE: Employees are provided the WEACARE Lifetime Protection Package. This package of benefit plans includes health, long-term care, life, and long-term disability. (Effective 9/1/2008 through 8/31/2010.)

HEALTH BENEFITS: Employees are provided health benefits through the WEA Insurance Corporation's Preferred Provider Plan effective March 1, 2009. The plan includes the following reimbursement arrangement:

100% Coinsurance				80% Coinsurance			
Network				Non-Network			
Deductible		Maximum Out-of-Pocket Expense		Deductible		Maximum Out-of-Pocket Expense	
Single	Family	Single	Family	Single	Family	Single	Family
\$100	\$200	\$100	\$200	\$200	\$400	\$1,450	\$2,900

The deductible is applicable on a calendar year basis. Plan benefits include inpatient and outpatient hospitalization, accident and emergency, surgery, x-ray and lab charges, office calls, and therapies. In-network treatment of mental illness, nervous disorder, or drug and alcohol addiction is reimbursed at 100%. Mental health services performed by out-of-network providers are reimbursed at 80%. Coverage at non-network, State of Wisconsin certified psychiatric facilities limited to the state mandate for inpatient (\$7,000) and transitional (\$3,000) care. Out-of-state private psychiatric facilities are not covered unless the facility is certified by the State of Wisconsin. Reimbursement for services received from Network providers apply toward satisfaction of the State mandate limitation.

Prescription drugs are available through a nationwide network of participating pharmacies utilizing a prescription drug card. The following deductibles are required:

- \$0 for each generic drug
- \$5 for each preferred brand name drug
- \$20 for other brand name drugs

All prescriptions or refills are limited to a medically-appropriate dosage or a standard 30-day supply. Prescriptions and refills purchased through the mail-order or Internet program are limited to a 90-day supply instead of a 30-day supply, but are subject to two separate co-payment amounts or twice the coinsurance amount applicable to a 30-day supply.

The plan also provides limited vision care benefits for vision exam and hardware including, frames, lenses, and/or contact lenses subject to dollar limitations set forth in the policy.

The plan includes a waiver of premium provision in the event an Employee is disabled for more than 60 calendar days.

The plan includes Extraction/Replacement of Natural Teeth.

Dependent eligibility under the family coverage includes a spouse/domestic partner of an Employee and unmarried children under age 19 and children to age 25 if full-time students or meet income criteria. Coverage ends on December 31 of calendar year in which dependent turns 25. Coverage for a covered dependent child or legal ward who is **both** incapable of self-sustaining employment because of mental retardation or physical disability **and** who is chiefly dependent on you for support and maintenance, will not end solely because he or she reaches the limiting age as defined in the policy.

LONG-TERM CARE (LTC) BENEFITS:

Employees will be provided the WEA Insurance Corporation's Long-Term Care Plan. The LTC plan has a 30-day elimination period after which 75% of actual charges will be reimbursed for nursing facility care, home health care, adult day care, and alternate facility care. Each of the benefits will be paid to a maximum benefit stated in the policy.

The plan also provides a Respite Care benefit for a maximum of 14 days per year.

Each of the benefits of the long-term care plan, including the maximum lifetime benefit, is increased annually on September 1 by 5% of the previous year's amount.

LIFE BENEFITS:

Group term life benefits are provided through the WEA Insurance Trust (the Trust). Each Employee shall be provided coverage, which is equal to two times the Employee's salary rounded to the next \$1,000. The plan will include accidental death and dismemberment benefits equal to the principal amount. Eligible employees covered by the life plan may choose to enroll in the Trust's optional additional purchase life and/or dependent life program.

LONG-TERM DISABILITY BENEFITS:

Long-term disability benefits are provided through the WEA Insurance Corporation. After an Employee has been disabled for 60 calendar days, he/she is eligible for a benefit equal to 90% of their annual salary not to exceed the maximum benefit set forth in the benefit summary and adjusted from time to time.

When the Employee becomes eligible for Social Security disability, the benefit will be integrated with the long-term disability benefit.

DENTAL BENEFITS:

Dental benefits are provided through the WEA Insurance Corporation. The dental plan covers dependents until the end of the calendar year in which they turn age 25. A dependent age 19 or older who is not a full-time student must earn less income than the amount we establish. The maximum benefit per benefit year is \$2,000 for all covered services except orthodontia. All covered dental services are reimbursed without deductible and at 100% of reasonable and customary except for orthodontics.

Orthodontics shall have a \$2,000 lifetime maximum per person. Orthodontia services are reimbursed at 50%, no deductible.

APPENDIX C

PROFESSIONAL STAFF POSITIONS

The following Professional Staff positions are covered by this agreement and placed in the following Categories as of September 1, 2008:

Position	Category
Web Journalist	I
Public Relations Writer	I
Legal Counsel I	I
Graphic Designer Specialist	I
Financial/Budget Analyst	II
Network Administrator	II
IT Services Consultant	II
Leg Consultant/GR Specialist	II
Legal Counsel II	II
Researcher	II
Organizational Development Specialist	II
Media Relations Specialist	II
Legislative Program Coordinator	III
Political Action Coordinator	III
Editor	III
Media Relations Officer	III
Member Services Specialist	III
IPD Consultant/Research	III
IPD Consultant	III
IPD Consultant/PDA	III
Organizer	III
WTCS Coordinator (Organizer)	III
Senior Researcher	III
Negotiations Specialist	III
UniServ Director	III
Legal Counsel III	III

APPENDIX D

EMPLOYERS COVERED BY THE UNITED EMPLOYERS ASSOCIATION (UEA) AND UNITED STAFF UNION (USU) PROFESSIONAL STAFF COLLECTIVE BARGAINING AGREEMENT

The following Employers have voluntarily agreed to be bound by this multi-Employer arrangement which covers the wages, terms and conditions of employment for their Employees until August 31, of the year in which this contract is due to expire. There-after, each Employer leaving the multi-Employer Agreement will continue to be bound by the terms of this Agreement pursuant to Article 28.00.

	UNIT:
1	BAYLAND EDUCATORS
2	CAPITAL AREA UNISERV-NORTH
3	CAPITAL AREA UNISERV-SOUTH
4	CEDAR LAKE UNITED EDUCATORS
5	CENTRAL WISCONSIN UNISERV COUNCIL
6	COUNCIL #10
7	KETTLE MORaine UNISERV COUNCIL
8	LAKEWOOD UNISERV COUNCIL
9	NORTH SHORE UNITED EDUCATORS
10	NORTHWEST UNITED EDUCATORS
11	ROCK VALLEY EDUCATION PROFESSIONALS
12	SOUTH CENTRAL EDUCATION ASSOCIATION
13	TRIWALK UNISERV COUNCIL
14	UNITED NORTHEAST EDUCATORS
15	NORTHERN TIER UNISERV
16	UNITED TECHNICAL COLLEGE COUNCIL
17	WEST CENTRAL EDUCATION ASSOCIATION
18	WINNEBAGOLAND UNISERV
19	WISCONSIN EDUCATION ASSOCIATION COUNCIL
20	WEAC-FOX VALLEY

WEAC and the UniServ units listed above have voluntarily agreed to participate in this multi-Employer bargaining arrangement in order to conserve bargaining resources. Neither WEAC, nor any UniServ Unit listed herein, agrees to waive or modify its right to assert independent Employer status by virtue of the participation of each or any of them in these negotiations.

WEAC and the UniServ Units agree that they will not assert independent Employer status for the purpose of avoiding their contractual obligations during the term of this Agreement

APPENDIX E

APPLICATION OF RETIREMENT PLAN'S 1000 HOUR RULE FOR PROFESSIONAL STAFF

The essential rule to keep in mind for contributions to the pension plan for the professional staff is that all Employees who are members of the bargaining unit will be entitled to a pension contribution if they work 1,000 hours or more during a plan year or, in the case of salaried Employees, if they are scheduled to work more than 1,000 hours during the plan year.

Specifically, the plan will be administered as follows:

Item 1 All regular full-time salaried Employees who are members of the bargaining unit shall become participants and will be entitled to a monthly contribution to the pension plan starting immediately upon date of hire.

Item 2 Regular part-time salaried Employees defined under section 26.01 of the union contract as "any Employee who is hired to work no less than 50% of the work load performed by a full-time salaried professional staff person" shall also become participants and will be entitled to monthly contributions immediately upon date of hire in that capacity.

Item 3 Regular part-time hourly Employees, defined under section 26.00 B2 of the union contract as "any Employee who is hired to work an average of no less than 5 hours per week (or its equivalent per quarter) but is limited to less than 1,000 hours per year, including travel time, shall not be eligible to participate in the pension plan unless such an Employee is named specifically in the contract under section 26.00 B3 and works 1,000 hours per year or more, in which case the Employer shall make a contribution equal to the agreed upon percentage of pay retroactive for all hours worked by that Employee during the plan year.

It should be specifically noted that once a full-time salaried Employee, a regular part-time salaried Employee, or an Associate Counsel Employee has become a participant of the pension plan, that future contributions will be made on the assumption that those individuals will work 1,000 hours or more during the plan year. If an individual in one of those categories should terminate employment for any reason during the plan year, there will be no requirement for recapture or reimbursement of those contributions even if those individuals have not completed 1,000 hours prior to the time they terminated during the plan year.

APPENDIX G

MERGER

This Collective Bargaining Agreement is assignable.

A. WEAC MERGER

WEAC agrees that in the event of a corporate merger (such as merging with AFT) all provisions of this Agreement shall remain in full force and effect and that any new Employer shall be bound in every respect to all the provisions of this Agreement.

In the event WEAC merges with another organization, the Professional Employees of the merged organization as permitted by law shall become members of the bargaining unit. With respect to the Employees of the merged organization, the following shall apply:

1. Except as modified below, all terms and conditions of employment covered by this Collective Bargaining Agreement shall apply to all Employees affected by the merger as of the date of the merger.
2. Placement on the salary schedule shall either be year for year credit for related work experience or the next step above the Employee's current salary.
3. For purposes of seniority, voluntary and involuntary transfers, layoff and recall, Employees shall retain seniority from the prior Employer. No WEAC or Appendix D Employee (employed prior to the date of the merger) shall be subject to layoff as a result of the merger for a period of twelve (12) months after the effective date of the merger.
4. For the purposes of leave eligibility and accrual, years of service with the prior Employer shall count.
5. For purposes of retirement, Employees who are not covered by this Collective Bargaining Agreement retirement plan shall begin, as of the date of the merger to participate in the staff retirement plan and shall have the option of depositing their prior retirement monies into said plan provided the carrier/administrator permits such rollover.

B. NEW UEA MEMBERS:

The employees of a previous non-UEA UniServ employer on the stated effective date of the Unit's admission to the UEA, except as modified below, shall be governed by the terms of this collective bargaining agreement.

1. Placement on the salary schedule shall either be year for year credit for related work experience or the next step above the Employee's current salary.
2. For purposes of seniority, voluntary and involuntary transfers, layoff and recall, Employees shall retain seniority from the prior Employer. No WEAC or Appendix D Employee (employed prior to the date of the Unit's admission to the UEA) shall be subject to layoff for a period of twelve (12) months after the effective date.
3. For the purposes of leave eligibility and accrual, retirement and probation, the years of service with the prior Employer shall count.
4. For purposes of retirement, Employees who are not covered by this collective bargaining Agreement retirement plan shall begin, as of the date of the Unit's admission to the UEA, to participate in the staff retirement plan and shall have the option of depositing their prior retirement monies into said plan provided the carrier/administrator permits such rollover

C. INTERNAL MERGER OR CONSOLIDATION OF UNISERV UNITS:

If a local option UniServ becomes a state option UniServ (merges with WEAC), or two or more UEA UniServ units merge or consolidate, the merging units and their employees, except as modified below, shall be governed by this Collective Bargaining Agreement.

The new employer shall give appropriate consideration to prior employee evaluations and other employment practices; however, the new employer shall have the right to adopt new policies, procedures and reasonable work rules as long as employees are given reasonable notice. Employees on probation shall be given credit for prior work, but the new employer, at a minimum, shall have six months to evaluate any probationary employee.

Should application of the Agreement, create inconsistent or inequitable consequences among employees, the USU may request to meet and bargain with the UEA over the issues so long as the terms of the Collective Bargaining Agreement are maintained.

1. Placement on the salary schedule shall either be year for year credit for related work experience or the next step above the Employee's current salary.
2. For purposes of seniority, voluntary and involuntary transfers, layoff and recall, Employees shall retain seniority from the prior Employer. No WEAC or Appendix D Employee (employed prior to the date of the merger or consolidation) shall be subject to layoff as a result of the merger for a period of twelve (12) months after the stated effective date of the merger.
3. For the purposes of leave eligibility and accrual, years of service with the prior Employer shall count.
4. For purposes of retirement, Employees who are not covered by this Collective Bargaining Agreement retirement plan shall begin, as of the stated effective date of the merger or consolidation to participate in the staff retirement plan and shall have the option of depositing their prior retirement monies into said plan provided the carrier/administrator permits such rollover.

D. DISAFFILIATION:

To the extent permitted by law, WEAC governance documents, and other agreements, an Employer disaffiliating from WEAC, dropping UEA membership or state option status, must maintain all existing employee benefits until a successor agreement is bargained.

E. DISPUTE RESOLUTION:

In the event there is a dispute between the parties over the application of the Collective Bargaining Agreement to the new employee(s), the UEA and the USU agree to arbitrate said dispute(s) pursuant to the provisions of this Collective Bargaining Agreement.

APPENDIX J

GRANDPARENTED AND EXTRA CONTRACTUAL PROVISIONS

- A. Mike Burke's Wisconsin bar fees will be paid in accordance with current practice.
- B. Dennis Eisenberg may continue the practice of working out of his home office.

APPENDIX N
SALARY GRIDS

2008-09 Prof Salary Schedule 9/1/08 - 10/31/08			
Step	Category III	Category II	Category I
At management discretion			
2	77,208	70,067	63,058
3	80,777	73,570	66,562
4	84,349	77,073	70,067
5	87,919	80,576	73,570
6	91,489	84,080	77,073
7	95,060	87,582	80,576
8	98,632	91,087	84,079
9	102,203	94,591	
10	105,773		

2008-09 Prof Salary Schedule 11/1/08 - 8/31/09			
Step	Category III	Category II	Category I
At management discretion			
2	79,524	72,169	64,950
3	83,200	75,777	68,559
4	86,879	79,385	72,169
5	90,557	82,993	75,777
6	94,234	86,602	79,385
7	97,912	90,209	82,993
8	101,591	93,820	86,601
9	105,269	97,429	
10	108,946		

2009-10 Prof Salary Schedule 9/1/09 - 11/30/09			
Step	Category III	Category II	Category I
	At management discretion		
2	80,717	73,252	65,924
3	84,448	76,914	69,587
4	88,183	80,576	73,252
5	91,915	84,238	76,914
6	95,647	87,901	80,576
7	99,380	91,563	84,238
8	103,115	95,227	87,900
9	106,848	98,890	
10	110,580		

2009-10 Prof Salary Schedule 12/1/09 - 8/31/10			
Step	Category III	Category II	Category I
	At management discretion		
2	81,524	73,984	66,583
3	85,293	77,683	70,283
4	89,064	81,382	73,984
5	92,834	85,081	77,683
6	96,604	88,780	81,382
7	100,374	92,478	85,081
8	104,146	96,179	88,779
9	107,917	99,879	
10	111,686		

APPENDIX P

JOINT UEA/USU STUDY COMMITTEE

The UEA and the USU agree to establish a Joint Committee for the purpose of studying measures to reduce costs and minimize dues. The UEA shall appoint 8 representatives to the committee composed of 4 UniServ representatives and 4 WEAC representatives. The USU shall appoint 8 representatives to the committee composed of 4 UniServ representatives (1 from each region) and 4 WEAC representatives. There shall be both Professional and Associate staff representation. The UEA shall appoint a chair of the committee from amongst the 16 committee members. The committee shall make recommendations to the Chair of the UEA and the Chair of the UniServ Presidents and the WEAC Executive Director no later than February 2010.