

Wisconsin State Employees Union
AFSCME, Council 24, AFL-CIO

Union

vs.

Re: Any and All Grievances Arising Out Of or
Related in Any Way to Inclement Weather
Day on December 9, 2009

State of Wisconsin,
Office of State Employment Relations

Employer


SETTLEMENT AGREEMENT

1. The Employer agrees to the following:

- a. Subject to 1) through 5), below, employees may claim up to eight (8) hours of annual leave to be credited to their 2010 annual leave account:
 - 1) Employees who were scheduled to work on December 9, 2009, including employees scheduled to work the third shift on December 8, continuing into December 9. Employees scheduled to work the third shift beginning on December 9 are *not* eligible to receive annual leave under this settlement agreement.
 - 2) Except as provided under 5), below, employees who used earned leave time, including but not limited to compensatory time off, earned sick leave, or furlough time, to cover all or a portion of their regularly scheduled hours on December 9, 2009.
 - 3) Employees who made up lost time to cover all or a portion of their regularly scheduled hours on December 9, 2009.
 - 4) Employees who were credited with leave without pay (LWOP) for all or a portion of their regularly scheduled hours on December 9, 2009.
 - 5) Employees on pre-scheduled leave of any type, paid or unpaid, on December 9, 2009, are *not* eligible to receive annual leave under this settlement agreement. Employees are considered to have been on pre-scheduled leave if the leave request was submitted prior to Monday, December 7, 2009.
- b. Employees who reported to work may claim up to four (4) hours of annual leave to be credited to their 2010 annual leave account under the following circumstances:
 - 1) The employee reported to her/his assigned worksite on December 9, 2009, and entered hours of work on that day. Annual leave credits will be provided on an hour for hour basis for actual hours worked up to the four (4) hour maximum.
 - 2) This does *not* apply to claims for work performed at home.

- c. Employees currently on a leave of absence who meet the eligibility criteria in a. or b., above, may self-identify for receipt of annual leave under this settlement agreement.
 - d. Employees who retired prior to the execution date of this settlement agreement are not eligible to receive annual leave under this settlement agreement.
2. Employees who previously received compensatory time in recognition of the December 9, 2009 inclement weather day are not eligible to receive annual leave under this settlement agreement *unless* they received less time than they would have received under this agreement. In that case, the employee is eligible to receive the difference between the number of hours already received and the number of hours for which they are eligible under this settlement agreement.
 3. Employees may not receive more hours of annual leave under 1.a., and b., above, than the total of their scheduled hours of work on December 9, 2009.
 4. Employees must make a claim in writing to their respective agency payroll office for the applicable annual leave credit under 1.a. or b., above, by *no later than August 27, 2010*. Upon verification by the payroll office that the employee meets the criteria for such credit, the employee's annual leave account for 2010 will be credited for the appropriate number of hours. The aggregate number of annual leave hours granted under 1.a., and b., shall not exceed the number of the employee's scheduled work hours on December 9, 2009.
 5. The agreement by the parties to this settlement shall not be construed or represented by any of the parties as an admission of liability or wrongdoing on any of their parts. The parties agree that this settlement is expressly and solely intended to avoid the expense, delay and distraction that the preparation and litigation of this matter would entail.
 6. The Union agrees to withdraw or cause to be dismissed with prejudice all grievances arising out of or related in any way to the December 9, 2009 inclement weather day, and any other appeals, charges, and/or complaints which have been filed against the State of Wisconsin, or its agents, officers, or employees arising out of that event before any federal, state, or local court, commission, board, agency, committee, arbitrator, or any other forum. The Union agrees not to commence any further action in any forum against the State of Wisconsin, its agents, officers, or employees arising out of the December 9, 2009 inclement weather day.
 7. The parties recognize and agree that the facts, conditions, and circumstances of this case are unique and, as such, this settlement shall not singly, or in any combination, constitute a precedent for any other cases.

FOR THE EMPLOYER:

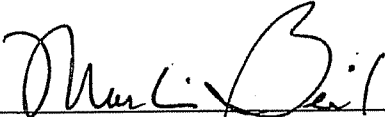


 Sheila M. Conroy, Director
 Office of State Employment Relations

7/7/10

 Date

FOR THE UNION:



 Martin Beil, Executive Director
 Wisconsin State Employees Union
 AFSCME Council 24

7/7/2010

 Date