

VACATION SCHEDULING AGREEMENT

Article XIII, Section 6, Paragraph 7 of the Agreement between the Wisconsin State Employee's Union and the State of Wisconsin reads in part; "In scheduling vacation (annual leave), personal holidays, or compensatory time off due to working on a holiday, choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation, personal holiday or compensatory time off due to working on a holiday at any given time (subject to the provisions of 6/4/2 and 13/9/3); however, vacations, personal holiday or compensatory time off due to working on a holiday shall be granted at times and in amounts most desired by employees whenever operations permit..."

It is the expressed intent of the University of Wisconsin-Whitewater as the Employer, and Local 1131 of the Wisconsin State Employee's Union, that the following procedure applies to all WSEU represented employees, and does not alter the contract language outlined above. Furthermore, this procedure relates to the scheduling of vacations, personal holidays and holiday compensatory time off per Section 13/6/7 of the contract, and to the scheduling of other compensatory time off as provided in Sections 6/4/3 and 6/4/4 of the contract. The scheduling of other compensatory time off will be governed by Section 6/4/3 of the Agreement.

- A. The Employer shall determine the number of employees within each classification and work unit that may be on vacation at any given time, and any advance notification required for vacation scheduling. It is the intent of the Employer to permit as many employees as possible to be on vacation at any given time, subject to the operational requirements of the work unit at that time.
- B. Prior to April 1 each year, employees within a work unit may submit their vacation requests for the remainder of the calendar year. On April 1, requests submitted by March 31 will be approved in seniority order subject to Section A above. Prior to December 15 each year, employees within a work unit may submit their vacation request for the first three months of the following calendar year. On December 15, requests submitted by December 14 will be approved in seniority order subject to Section A above. The scheduling of all available vacation after April 1 for the months of April through December, and after December 15 for January, February and March will be on a first-come-first-served basis.
- C. Under normal conditions, employees shall give two (2) weeks advance notice of desired vacation time. When the employee request vacation time with less than two (2) weeks advance notice, up to the start of a shift, the supervisor will grant such vacation providing that operational requirements can be met, and work assignments can be effectively changed.
- D. If an employee fails to specify his/her preference for vacation prior to April 1 and December 15, or if he/she wishes to change a designated preference after those dates, he/she may not use the seniority factor to override vacation periods previously approved for other employees.
- E. Employees who submit written requests for vacation will receive a written approval or denial of such requests within seven (7) calendar days following the April 1 and December 15 submission dates, or within seven (7) calendar days of receipt by the supervisor of vacation requests submitted at other times during the year.
- F. Employees who have been denied a vacation request will be notified in order of denial if another employee withdraws a vacation request and thereby frees up a vacation slot.
- G. If previously scheduled annual leave, compensatory time, Saturday legal holidays or personal holidays are cancelled or a request for such leave is made and denied within a period of two weeks to twenty-four (24) hours prior to the start of the requested leave, the employee may

immediately appeal the denial or cancellation to the appointing authority or appropriate designee(s) for resolution of the disagreement within twenty-four (24) hours. If the appeal is denied it may be grieved beginning at the first step.

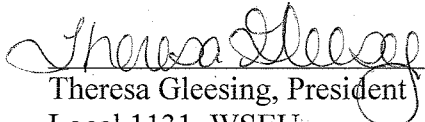
- H. All vacation earned in a calendar year must be taken by December 31 of that calendar year or forfeited, unless an employee requests in writing approval to carry vacation over, and that request is approved by both the supervisor and the Director of Human Resources and Diversity. No more than 40 hours will be approved as carryover for full-time employees, and a pro-rated portion for part-time employees. All carryover must be used prior to July 1. Employees who meet the requirements of sections 13/6/4, 13/6/4A, 13/6/5 and 13/6/6 of the contract may elect the options described therein.
- I. Employees who transfer between work units shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected, and providing operational requirements can be met.
- J. In conformity with section 13/5/2A,C of the contract, employees will be permitted to use holidays, compensatory time off and/or annual leave in lieu of sick leave when they so request.
- K. If circumstances change, an employee may reschedule a vacation day or days off by contacting the supervisor and obtaining approval to reschedule, subject to the procedures described above.
- L. When a disciplinary suspension is assessed an employee for sick leave abuse and/or attendance reasons, the employee may, at the employee's option, elect to work the days of suspension and waive an equivalent amount of vacation (annual leave), Personal Holiday, Compensatory Time or Earned Saturday Legal Holiday in lieu of serving the suspension without pay. This option is limited to suspensions of three (3) work days or less and must be selected for the entire period of suspension.

Such disciplinary actions will be considered as a progressive step in the disciplinary process and will be maintained in the employee's Personnel File subject to the provisions of Article 11/7/4 and 11/14/3. The selection of the Alternative Discipline by an employee does not constitute an admission of wrongdoing. If an employee chooses the option stated above, the right to grieve the disciplinary action under Article IV of the Agreement is waived. Selection of the option stated above will be in writing with a copy provided to the local union and to the employee.

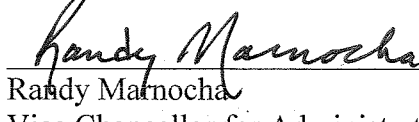
SIGNED

FOR THE UNION

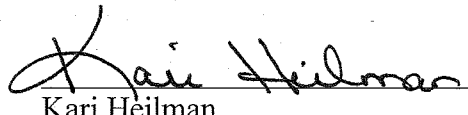
FOR THE EMPLOYER


Theresa Gleesing, President
Local 1131, WSEU

3/17/09
Date


Randy Marnocha
Vice Chancellor for Administrative Affairs

3/24/09
Date


Kari Heilman
UW System Employee Relations

1/23/09
Date


William C. Widen, Director
Human Resources & Diversity

3/11/09
Date