

**2003-2005 LABOR AGREEMENT
STATE ENGINEERING ASSOCIATION
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2003-2005 State Engineering Association (SEA) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2003-2005 SEA Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>		<u>ASSOCIATION RECOGNITION</u>
	2/7/2	<u>Leave for Union Business:</u> (New) The Union President or designee will have 40 hours annually to conduct union business so long as leave is not less than one-half day and 14 calendar days notice is provided to the employee's immediate supervisor.
	2/8/2	<u>Use of Email:</u> Sunset eliminated.
	2/13/1	<u>Future Negotiations:</u> Members of the bargaining team will be paid for up to 20 days of bargaining. Reference to length of service payments is eliminated.
<u>III</u>		<u>MANAGEMENT RIGHTS</u>
	3/1/3	Reference to not bargaining on management rights during the term of the Agreement is eliminated pursuant to a ULP decision.
<u>VI</u>		<u>HOURS OF WORK</u>
	6/1/2	<u>Work schedule Changes:</u> Changes in work schedules will not be made arbitrarily and an explanation of the reason for the change will be provided to the employee upon request. Insofar as possible, a minimum of five workdays notice will be provided to the employee and the Association.
	6/2/8	<u>Overtime:</u> Compensation for overtime credits will be at the employee's base rate plus add-on.
<u>VIII</u>		<u>LAYOFF PROCEDURE</u>
		<u>Layoff Procedures</u>
	8/2/1/A.1.	Delete reference to the employee registering for transfer.
	8/2/1/A. 4.	Pursuant to 5/2/5, if two employees have the same seniority, seniority of the one against the other will be determined by age with the oldest employee considered having the greatest seniority.
	8/2/1/A. 5.	An employee who volunteers for layoff will have restoration rights.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	<p>8/2/1/A. 6.</p> <p>8/2/1/A. 7.</p> <p>8/2/1/A.8.</p> <p>8/2/2/B. 1.</p> <p>8/2/2/B. 3.</p> <p>8/2/2/B. 5.</p> <p>8/3/2</p> <p>8/3/3/B. 1. d.</p> <p>8/3/4/A. 1-4</p> <p>8/3/4/A. 6.</p>	<p>With the Employer’s approval, a more senior employee may volunteer for a permanent reduction in FTE to no less than 50% FTE. An employee who voluntarily reduces his/her FTE under this provision will have restoration rights to a vacancy that restores all or some of the FTE voluntarily given up by the employee.</p> <p>Employees serving an original probationary period in a position in a classification within the layoff group (unless exempted under 8/2/2/B.1.) will be terminated prior to the layoff of bargaining unit employees.</p> <p>If an employee has previously attained permanent status in class in a position whose classification had been affected by an action of the administrator, the employee will immediately attain rights to the classification which replaced the original classification of the position previously held by the employee.</p> <p><u>Determination of Layoff:</u></p> <p>The Employer will be permitted to exempt up to one employee in the layoff group from the layoff process where there is a demonstrable need for special skills.</p> <p>The employer will notify each employee in the layoff group selected for layoff in writing not less than 15 calendar days in advance of the established layoff date. Information about websites maintained by the Employer regarding available positions in state service will be provided.</p> <p>All employees within the at-risk group will be informed in writing or by e-mail that they are within the layoff group. A copy of the at-risk notices will be sent to the Association at the same time that they are sent to the employees.</p> <p><u>Options Available to Employees Who Have Been Notified of Layoff</u></p> <p><u>Transfer:</u> Language moved from 8/3/4 C.</p> <p><u>Demotion in Lieu of Layoff:</u> Delete language pertaining to persons previously promoted who elect to demote.</p> <p><u>Displacement:</u> Employees may exercise right of displacement to achieve the highest level position if qualified to perform the work after the customary orientation. An employee may exercise the right of displacement to one of the following: position in same or counterpart pay range in which the employee had attained permanent status in class; a lower level position within the present class series; a position in a lower class in which the employee had previously attained permanent status in class or a lower level with an approved progression series in which the employee had previously attained permanent status in class at a higher level.</p> <p><u>Displacement:</u> Delete language pertaining to persons previously promoted who elect to be displaced.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>X</u>	8/3/5	<u>Replacement:</u> Employees will notify employee in writing of the position and location to which the employee will be assigned.
	8/3/6	<u>Layoff:</u> An employee who, prior to the effective date of layoff, fails to secure a position will be separated in accordance with the layoff notice.
	8/3/7	<u>Layoff Assistance:</u> An employee who received written notice of being at risk or who receives a notice of layoff will be granted up to 80 hours without loss of pay, until the effective date of layoff or until the employee accepts one of the options in lieu of layoff (transfer, demotion, displacement, replacement), for job search activities and /or attendance at job training. With the approval of the appointing authority, the employee may take an unpaid leave for certain activities.
	8/4/1/A	<u>Restoration:</u> An employee will be restored according to seniority with the employee with the greatest amount of seniority as defined in Article V restored first.
	8/4/1/B	<u>Restoration – Same Department:</u> When a permanent vacancy is to be filled in the department from which an employee was laid off or exercised an option in lieu of layoff, the employee will be restored to such vacant position in the same or lower pay range from which the employee was laid off, if the employee is qualified to perform the work after the customary orientation provided for newly hired workers.
	8/4/1/C	<u>Restoration – Other Departments:</u> An employee who is laid off may file a request with any other department and will be appointed to any permanent vacancy in the same or lower pay range from which the employee was laid off provided no employee exercises restoration rights under 8/4/1/B to such vacancy and the employee is qualified to perform the work after the customary orientation provided for newly hired workers.
	8/5/1	<u>Vacancy Announcement of WISCERS:</u> When a permanent bargaining unit vacancy is to be filled, the department will first announce the vacancy on WISCERS or its successor. Employees identified as at-risk, employees who have received a layoff notice, or employees with restoration rights may file a request to fill the vacancy.
	8/8/1	<u>Employing Units:</u> The Association will be given at least 30 days advance notice of changes.
	10/6/4	<p data-bbox="493 1484 760 1520"><u>MISCELLANEOUS</u></p> <p data-bbox="493 1547 1539 1711"><u>Inclement Weather:</u> When the agency head or authorized designee directs an employee to leave work or not to report to work due to hazardous weather conditions, closure or other emergency situations, the employee will be compensated at the employee’s base rate of pay plus add-on for hours the employee was scheduled to work for that day.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XI</u>	11/10/1	<p><u>PROFESSIONAL DEVELOPMENT</u></p> <p><u>Continuing Competency Training Requirements:</u> At the discretion of the Employer, course or conference registration fees may be paid.</p>
<u>XIII</u>	13/1/1 – 13/1/7	<p><u>EMPLOYEE BENEFITS</u></p> <p><u>Health Insurance:</u> Effective January 1, 2004, the Employer will implement a three-tier health insurance plan. The Employer will pay 50% of the total monthly premium for employees appointed to work 600-1044 hours. An employee who is laid off or on an approved leave of absence without pay may continue health insurance coverage for a period not to exceed 36 calendar months provided the employee prepays on a quarterly basis the entire amount of the premium.</p> <p><u>Sick Leave:</u> Employees may use accrued sick leave to supplement the Worker’s Compensation benefits provided under Chapter 102, Wis. Stats., to the extent that the employee will receive the equivalent of their regular base pay rate plus add-on.</p> <p><u>Supplemental Health Insurance Conversion Credits:</u> SHICC will be available to eligible employees who retire or are laid off or for the surviving insured dependents of employees who die while in the service or while laid off. Credits will be available until exhausted or the laid off employee accepts other employment with a comparable health insurance plan. Credits will be converted using the employee’s highest base pay rate while in state service.</p> <p><u>Sick Leave:</u> Separation from the service will cancel all unused accumulated sick leave except as provided under Wis. Stats 40.05 (4)(b) and 40.95.</p> <p><u>Payment of Health Insurance premium for Laid Off Employees:</u> Upon written request, accumulated unused sick leave including any supplemental health insurance conversion credits available under 13/4/3 will be converted to cash at the employee’s highest base pay rate for credits to be used to pay health insurance premiums during the time of layoff. Acceptance of other employment is defined as employment which offers a comparable health insurance plan or policy. A comparable plan or policy is defined as one that provides benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1) Wis. Stats.</p> <p><u>Hazardous Employment Status:</u> Employees on approved leave under this Section will be entitled to full base pay plus add-on, any unit wide pay increases and personal holidays.</p> <p><u>Hazardous Employment Status:</u> Except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Worker’s Compensation, under no circumstances will an employee receive more than their basic rate of pay plus add-on for the job the employee was performing at the time of injury.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XV</u>	13/8/5- 13/8/6	<u>Differential pay, sick leave, and annual leave for employees activated into certain federal service:</u> Employees activated to serve on military duty or in the US Public Health service will be paid his/her state salary less any military pay and housing allowance unless the pay and housing allowance exceed the state salary. Employees will accumulate sick leave and annual leave as though there is no interruption in service subject to the listed conditions. The employee will receive the pay and benefits for not more than 179 days. By executive order, the Governor may extend the period that the employee may receive the pay and benefits. No employee is eligible to receive the pay and benefits for any service prior to January 1, 2003.
	13/11/1/A. 1.	<u>Holidays:</u> Paid holidays are listed without dates.
	13/11/1/A. 4.a.	<u>Personal Holiday:</u> Employees earn an additional personal holiday each year effective 2004 in recognition of Veterans Day.
	13/15	<u>Length of Service Payment:</u> Deleted
		<u>GENERAL</u>
	15/1/1	<u>Obligation to Bargain:</u> Per ULP, deleted reference to waiving the right to bargain on matters that may not have been within the knowledge or contemplation of either party at the time the parties negotiated or signed the Agreement.
		<u>MEMORANDA OF UNDERSTANDING</u>
MOU #2	<u>Agency Employing Unit Structure Bulletin:</u> Within 30 days of the effective date of the Agreement and whenever the bulletin is revised, the Employer will provide the President of the Association with an electronic link to the current bulletin.	
MOU #4	<u>Additional Personal Holiday Carryover:</u> Employees will be allowed to carry over into calendar 2006 the additional personal holidays in recognition of Veteran's Day for calendar years 2004 and 2005. The personal holidays must be used prior to December 31, 2006.	