

**2003-2005 LABOR AGREEMENT
WISCONSIN EDUCATION ASSOCIATION COUNCIL
SUMMARY OF CHANGES**

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

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>		<u>UNION RECOGNITION</u>
	2/4/1 & 2/4/3	<u>Union/Management Meetings:</u> Updates Homecraft teacher to Home Based Enterprise Teacher.
	2/4/2	<u>Union/Management Meetings:</u> The purpose of each meeting will include the ability to negotiate local agreements which will include permanent schedule changes and vacation scheduling.
	2/14/2B.	<u>National Education Association Representative Assembly:</u> Expands the number of employees from three (3) to five (5) who are eligible to attend in time off without pay status.
	2/16/1	<u>Use of E-mail:</u> Eliminates the sunset provision.
	2/17/1	<u>Union Training:</u> All local and statewide union officers and representatives will be granted two (2) days per contract year without pay and without loss of benefits to attend union training. Employees must give supervisor at least fourteen (14) days notice. Expenses will be the responsibility of the union.
<u>V</u>		<u>SENIORITY</u>
	5/1/2	<u>General:</u> Where separation has occurred and the employee is rehired within five (5) years of resignation, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation.
<u>VI</u>		<u>HOURS OF WORK</u>
	6/3/1A	<u>Scheduling:</u> Permanent changes in hours of the day will be made only to meet operational needs. A minimum of 30 days notice will be provided to the union and affected employees. Union notice is required for voluntary schedule changes.
	6/3/2B	<u>Scheduling:</u> Permanent changes of shift or days of the week will not be made unless locally negotiated. However, employees may voluntarily agree to such changes. Union notice is required for voluntary changes. Provision sunsets on June 30, 2005.
	6/3/3	<u>Scheduling:</u> Employer will give employees advance notice of permanent changes in work schedules under 6/3/1A to allow for discussion at local Union Management meeting prior to implementation.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>VIII</u>	7/2/2	<u>Definition of vacancy – Curator, Archivist, Teacher:</u> Deleted and section renumbered accordingly.
	7/3/1	<u>Transfer between Employing Units:</u> If the Employer determines that two (2) or more employees are equally qualified, seniority will govern.
	7/6/5	<u>Transfer limitations:</u> Prior to implementing involuntary reassignment, the Employer will explore reasonable alternatives, including voluntary reassignment and transfer to a vacant position. Involuntary reassignment to a different assigned headquarters city will be implemented on the basis of seniority with the least senior employee within the work unit and classification unless operational needs, job requirements or special qualifications necessitate deviation from the seniority requirement.
		<u>LAYOFF PROCEDURE</u>
	8/2/1C	<u>Exemptions:</u> Eliminates ability to exempt project employees for affirmative action purposes.
	8/2/1E	<u>Voluntary layoff:</u> An employee who separates under voluntary layoff is granted all rights and privileges of a laid off employee.
	8/3/2	<p>1. <u>Bumping for Non-Teachers:</u> Employee may bump into the same or lower class in the same series for which the bumping employee is minimally qualified. Employer may exempt employees in the class with special skills which are necessary for the maintenance of an existing program from being bumped.</p> <p>2. <u>Bumping for Teachers:</u> Teacher may bump the least senior teacher in a subject area for which the bumping teacher is certified or is eligible to obtain full certification within three months without further coursework. If the employee fails to obtain certification in three months, the employee will be returned to layoff status under the provisions of the original layoff notice from his/her former position.</p>
	8/3/3	<u>A. Transfer Within the Agency in Lieu of Layoff:</u> Employees in the layoff group will have the following transfer in lieu of layoff rights in direct seniority order, with the most senior employee considered first: 1. Transfer within the employing unit within the bargaining unit; 2. Transfer within the same agency within the bargaining unit.
8/4/1	<u>Restoration for Non-Teachers:</u> Employee need only be <u>minimally</u> qualified to be eligible to be restored to a qualifying position. Employee will be restored according to seniority with the most senior employee on layoff restored first for a five year period.	

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	8/4/2	<u>Restoration for Teachers:</u> When permanent vacancy is to be filled in an employing unit within a certification held by a teacher who was laid off or demoted in lieu of layoff, for which the laid off teacher is certified or eligible to be certified within three months without further course work, the teacher will be restored according to seniority with the most senior teacher restored first for a five year period.
	8/4/3 & 8/4/4	<u>Restoration:</u> Replaces “recall” with “restoration”.
	8/5/1	<u>Reinstatement:</u> Replaces “recall” with “restoration”.
	8/5/2	<u>Reinstatement:</u> Employee will be appointed to a teacher vacancy for which he/she is certified or eligible to obtain full certification with three months without further coursework. If the employee can provide evidence that there is a delay on the part of the certifying agency or a bonafide delay in receiving the transcript, the time period may be extended.
	8/6/1	<u>Information Purposes:</u> (New) Employees reinstated to a department other than the one which they were laid off may be placed on permissive probation. If the employee is terminated for performance reasons while on permissive probation, the employee will be returned to layoff status under the provisions of the original layoff notice from his/her former position.
	8/9/1, 8/9/2, 8/9/3 & 8/9/4	<u>Salary:</u> If an employee demotes more than two pay ranges, his/her rate of pay will not exceed the maximum of the pay range to which the employee has demoted except that if the employee’s pay rate exceeds the maximum of the pay range, they will keep their current rate of pay for two years. At the end of two years, the employee’s rate of pay will not exceed the maximum of their current pay range.
<u>X.</u>		<u>MISCELLANOUS</u>
	10/2/3	<u>Personnel File:</u> Upon written request, the Employer will remove suspensions from personnel file two years after being issued.
<u>XI.</u>		<u>PROFESSIONAL DEVELOPMENT</u>
	11/2/1	<u>Professional Meetings, Conferences:</u> Additional days without loss of pay may be granted at the sole discretion of the Employer.
	11/2/4	<u>Professional Leave:</u> An employee may elect to utilize up to five days without loss of pay, each calendar year for activity that is advantageous to the enhancement of professional development and is not otherwise covered by this Agreement. (Refer to NN #8)

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<u>XIII.</u>	11/4/1	<u>Part Time Education:</u> At the discretion of the Employer, additional time may be granted to accommodate reasonable travel time. In order to be eligible for travel time, the employee must be participating in eligible courses at the location closest to their headquarters city offering such courses.
	11/6/1	<u>Tuition Reimbursement:</u> The credit hour limitation will be applied at the point of receipt of reimbursement rather than the point of request.
	11/6/2	<u>Tuition Reimbursement:</u> Tuition reimbursement for the 2003-2005 Agreement will be retroactive to July 1, 2003.
		<u>EMPLOYEE BENEFITS</u>
	13/1/3	<u>Health Insurance:</u> Implements a three-tier health insurance model effective January 1, 2004, including employee monthly contribution amounts.
	13/5/4	<u>Sick leave use for medical/dental appts:</u> Employees may now also use sick leave for medical and dental appointments for spouse, spouse equivalent, and parents.
	13/5/5	<u>Sick leave use for death:</u> Expands definition of “immediate family” to include aunts, uncles, sons-in-law, daughters-in-law of the employee or spouse.
	13/5/7	<u>Sick leave for funerals:</u> Expands use of sick leave for specified relatives of a spouse equivalent.
	13/5/14	<u>SHICC:</u> An employee’s accumulated unused sick leave, at the time of layoff, be converted to cash at the employee’s highest base rate earned in state service to pay for health insurance premiums. For teachers, base pay rate is defined under 40.05(4)(b), Wis. Stats.
	13/5/15	<u>SHICC:</u> Expanded to include layoff or death.
	13/6/5	<u>Annual Leave:</u> Employees eligible for the 200 or 216 hour annual leave each year may elect to receive 120 hours or a prorated portion as cash or sabbatical leave.
	13/6/10	<u>Annual Leave:</u> At Employer’s discretion, an additional 5 days of earned annual leave credits may be carried over for use in the first six months of the ensuing calendar year.
	13/9/2B	<u>Military Leave:</u> Employees activated for military duty in the U.S. armed forces are eligible to receive state health insurance benefits.
	13/9/8 & 13/9/9	<u>Differential pay, sick leave and annual leave for employees activated into certain federal service:</u> Expands benefits paid to state employees activated to serve on military duty.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	13/12/1A	<p><u>Personal Holiday:</u> Effective January 1, 2004, employees receive one additional non-cumulative paid personal holiday each year in recognition of Veteran’s Day.</p>
	NN #2	<p><u>SHICC and Base Pay for Teachers:</u> The employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., for conversion of sick leave credits for SHICC and ASLCC. For teachers only, the definition of base rate pay throughout the Agreement, with the exception of Article XII, Wages, will include add-on pay, when appropriate.</p>
	NN #7	<p><u>Statewide Committee on technology changes:</u> Delete</p>
		<p><u>MEMORANDA OF UNDERSTANDING</u></p>
	MOU #3	<p><u>Parking/Public Transit Account:</u> Delete</p>
	MOU #4	<p><u>Reinstatement Eligibility and Restoration Rights for Employees Laid Off During the 2003-2005 Fiscal Biennium Due to Agency Elimination or Transfer of Functions to Another State Agency:</u> (New) Employees laid off during the 2003-05 fiscal biennium because the agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different agency, will have reinstatement eligibility to the agency to which the functions previously performed by the person are transferred.</p>
	MOU #5	<p><u>Calculation of Vacation Hours Due to Delay in Implementation:</u> Delete</p>
	MOU #6	<p><u>One Time Base Pay Market Equity Adjustment:</u> Delete</p>
	MOU #5	<p><u>Implementation of Chapter PI 34 Teacher Education Program Approval and Licensing:</u> (New) Establishes parameters to facilitate implementation the various requirements of Chapter PI 34.</p>
	MOU #6	<p><u>Transfer Between Agencies in Lieu of Layoff:</u> (New) Provides additional options for employees formally notified of layoff due to Act 33.</p>
	MOU #7	<p><u>Errors in Pay:</u> (New) In cases where the overpayment exists six months or more or the overpayment equals \$1,000 or more, the Employer agrees to meet and discuss the overpayment with the Union prior to taking action to collect the overpayment.</p>

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	MOU #8	<u>Contracting Out:</u> (New) The Employer agrees to establish a shared format to be used by all agencies in tracking contracted services; abide by current state procurement policies and collective bargaining agreements; a notice will be issued to the union for all vendor-managed service contracts within 5 working days prior to each service engagement; DOA will issue memo to agencies by January 2, 2004, clarifying process to be followed by agencies; establish an advisory group comprised of three management members and three union members for the purpose of advising the DOA Secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members and provide recommendations, if any.