

**2005-2007 LABOR AGREEMENT
WISCONSIN PROFESSIONAL EMPLOYEES COUNCIL
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2005-2007 Wisconsin Professional Employees Council (WPEC) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2005-2007 WPEC Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>		<u>RECOGNITION & UNION SECURITY</u>
	2/3/2	<u>Appointment Letters</u> : Requires copy of appointment letters be provided to union.
	2/9/1	<u>Use of Inter-D Mail</u> : Allows Employer to approve additional mailings.
	2/12/1	<u>Leave for Union Business</u> : Allows union leave in four hour blocks (previously eight hour blocks)
	2/12/3	<u>Leave for Union President</u> : Increases time for union president from 156 to 200 hours per year.
<u>IV</u>		<u>GRIEVANCE PROCEDURE</u>
	4/1/7	<u>General</u> : Adds layoffs as an item that is grieved at the 3 rd Step. It recognizes that layoff decisions are untimely approved by the appointing authority and it is not productive to file with the first line supervisor.
	4/7/4	<u>Training New Stewards</u> : Provides that new stewards may participate in training by watching and having a mentor participate in grievance processing
<u>VI</u>		<u>HOURS OF WORK</u>
	6/4/2	<u>DNR Incident Command Duties</u> : Provides compensatory time for such duties
	6/4/3	<u>Declared Emergencies</u> : Employees may be temporarily reassigned during a declared emergency and provides overtime under certain circumstances.
	6/6/1	<u>Requests for Leave</u> : Provides that formal denials of vacation will be put in writing if requested by the employee.
	6/6/5	<u>Carryover of Vacation</u> : Allows carryover of vacation into second part of calendar year if supervisor does not permit the employee to take the vacation.
	6/11/2	<u>Alternative Work Patterns</u> : If request for AWP is denied, must provide reason within 30 days
	6/14/1	<u>Telecommuting</u> : Denials of requests must be provided in writing within 90 days

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>VII</u>		<u>TRANSFERS</u>
	7/2/8	<u>Screening Process:</u> After transferring within the employing unit, upon written request, employees may return to their former position, if it is still available. Supercedes any other conflicting contract provisions.
	7/5/2	<u>Limitations:</u> Normal limit on number of transfers is one per 12 months. This is now waived for an employee who is put at-risk.
	7/7/1	<u>Unsuccessful Transfers:</u> If failing permissive probation for performance reasons, employees have the right to return to their former position, if available. If no vacancies exit, the layoff process will be invoked.
	7/7/2	<u>Unsuccessful Transfers:</u> If mutually agreed, provisions of 7/7/1 will apply to employees who desire to return to their former positions.
<u>VIII</u>		<u>LAYOFF PROCEDURE</u>
	8/2/1	<u>Preparation for Layoff:</u> Employer required to provide notice to Union within 5 days when an employee is placed “at risk.” Current practice has the union copied at the time of notice to employee but some agencies were holding the copy for extended periods of time.
	8/2/2 C	<u>Determination of Layoff:</u> Notify employee if layoff options change after layoff letter is issued.
	8/2/3	Employees may consult with union rep during working hours relative to layoff or at-risk matters. Meetings to be scheduled by supervisors.
	8/3/2	<u>Layoff Options:</u> Allows employee who transfers, demotes, or bumps in lieu of layoff or at risk of layoff to retain pay, limited to the pay range maximum.
	8/3/1/D	<u>Transfer to Another Agency in Lieu of Layoff:</u> Removes eligibility limitation of employee being on a concentrated performance evaluation.
	8/4/1/C	<u>Restoration:</u> Clarifies “qualified” means if employee can perform the work after being given the customary orientation provided to newly hired workers in the position unless he/she cannot perform the work in a satisfactory manner.
8/4/1/D	Employees laid off because the functions performed by the person were transferred to a different state agency or campus, <u>will</u> have restoration rights to the state agency or campus to which the functions previously performed by the person were transferred. Moved from MOU 9.	

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	8/4/1/E	Notification to employees not being restored must be provided within five calendar days of the date the vacancy is filled, providing no other employee has restoration rights to that vacancy.
	8/6/1	<u>Reasonable Offer</u> : Substitute “restoration” for “recall”
	8/7/2	<u>Relocation Expenses</u> : Removes requirement for same employing unit related to permissive payment of moving expenses.
	8/10/1	<u>Layoff Assistance</u> : Consolidation of hours on layoff and at-risk assistance (80 hours total) to be consistent with other contracts.
	8/12/1	<u>Priority of Transfer and Layoff Rights</u> : Provides order of priorities for filling vacancies.
<u>X</u>		<u>PROFESSIONAL DEVELOPMENT</u>
	10/2/1	<u>Professional Meetings</u> : Denials must be provided to employee at least seven days in advance of event.
	10/5/1	<u>Tuition Reimbursement</u> : Provides that an employee who is laid off will be reimbursed for career related education courses in progress.
<u>XI</u>		<u>WAGES</u>
	11/5/9	Wages . Language clean-up to make wage language consistent between Article VIII and Article XI related to retaining current rate of pay with demoting in lieu of layoff
<u>XII</u>		<u>EMPLOYEE BENEFITS</u>
	12/4/5	<u>Sick Leave</u> : Added layoff to sick leave conversion language.
	12/5/2	<u>Paid Annual Leave of Absence</u> : Increased non-exempt vacation to provide additional three days for employees with less than 25 years of service and two days for employees at 25 years or more.
	12/5/2 D	Part-time employees in exempt positions who do not meet the salary test due to their part-time status will still qualify for the appropriate pro-rated amount under the exempt vacation schedule.
	12/7/2	<u>Childbirth or Adoption</u> : Reformatted language requiring leaves of absence for maternity, paternity, or adoption. Adoption leave must coincide with taking custody of the child.
	12/9/6	<u>Military Service</u> : Governor may grant up to three additional extensions, of no more than two years each, of the period that an employee receives pay and benefits.

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		<p><u>NEGOTIATING NOTE</u></p> <p>NN 4 (New) Parties will discuss information and format of information provided to Union related to personnel and seniority listings.</p> <p><u>MEMORANDA OF UNDERSTANDING</u></p> <p>Old MOU 1 <u>Electronic Job Information System:</u> Deleted</p> <p>Old MOU 2 <u>DCA Criteria Justification Provided to Union:</u> Deleted and incorporated into Appendix A – Broadband Pay Administration.</p> <p>Old MOU 3 <u>Committee for Employee Health Information:</u> Deleted</p> <p>Old MOU 7 <u>Transfer of Functions to Another Agency:</u> Deleted and incorporated into the contract under Article VIII - Layoff</p> <p>Old MOU 8 <u>Contracting Out:</u> Deleted</p> <p>MOU 5 <u>Displaced Workers:</u> (New) Pilot program for displaced workers offering significant appointment benefits to employees separated due to budget.</p> <p>MOU 6 <u>Lost Vacation Hours:</u> (New) Provides that additional vacation hours due to new vacation schedule be placed in term/sabbatical account, regardless of eligibility for banking.</p> <p>MOU 7 <u>Labor Management Cooperation:</u> (New) Adds LMC provisions similar to WSEU's.</p> <p>MOU 8 <u>Sick Leave Conversion for Add-On:</u> (New) Parties will meet during the life to study inclusion of WPEC add-ons for calculation of sick leave conversion credits.</p> <p><u>APPENDICES</u></p> <p>A <u>Broadband Pay Administration:</u> Incorporates MOU 2 (DCA Criteria Justification Provided to Union). Also updates language on pay on transfer while at risk.</p> <p>D <u>Travel:</u> Incorporates Compensation Plan travel provisions into WPEC contract</p>