

**2003-2005 LABOR AGREEMENT
WISCONSIN STATE ATTORNEYS ASSOCIATION
SUMMARY OF CHANGES**

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

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II.</u>		<u>RECOGNITION AND ASSOCIATION SECURITY AND RIGHTS</u>
	2/4/1	<u>Association-Management Meetings</u> : The purpose of such meetings is to notify the Association of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit including layoff and to give Association representatives the opportunity to express their view or make suggestions on subjects of interest to employees including but not limited to staffing and layoffs.
	2/6/2	<u>Employee Lists</u> : Upon initial appointment of a bargaining unit attorney, the Employer will provide the Association with a copy of the appointment letter given to the newly hired attorney. The copy will be provided during the first two weeks after the attorney begins employment. The parties agree the appointment letter to the Association is for informational purposes only.
	2/9/1	<u>E-Mail</u> : Sunset provision is removed.
<u>V.</u>		<u>EMPLOYEE BENEFITS</u>
	5/6	<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.
	5/10/1	<u>Sick Leave</u> : The Employer agrees to provide a sick leave accrual rate of 0.0625 hour of sick leave for each hour in pay status not to exceed five hours of sick leave accrued in any biweekly pay period.
	5/10/4-8	<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 as defined in 5/10/8. Credits will be converted using the employee's highest base pay rate while in state service.
	5/11/6	<u>Annual Vacation Leave</u> : Employees eligible for 216 hours of annual leave may elect 120 hours or prorated portion as annual leave, credit for termination leave, accumulated sabbatical leave, or 40 hours in cash during the year earned.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	5/11/7	<u>Vacation Carryover</u> : Any vacation earned of 40 hours or less which is not used within the calendar year in which it was earned may be automatically carried over into the first six months of the following year without authorization. The Employer may also approve hours in excess of the 40 hours to be carried over into the first six months of the following year.
	5/15/5	<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.
	5/19/1/A.	<u>Holidays</u> : Dates of paid holidays are updated.
	5/19/1/D.	<u>Personal Holiday</u> : Effective CY 2004, employees earn one additional personal holiday each year in recognition of Veterans Day.
	5/22	<u>Length of Service Payment</u> : Deleted
	5/22/1	<u>Bar Association Meeting/Activities/Professional Development</u> : Employees will be granted up to five days of professional development time off during the calendar year without loss of pay to attend State Bar meetings or to participate in other local, State of Wisconsin, court, or national bar association activities or other professional development meetings except where operation requirements would not permit.
	5/22/2	<u>Bar Association Meeting/Activities/Professional Development</u> : An employee may elect to use up to three days without loss of pay each calendar year for professional development activity that is not otherwise covered by the Agreement. The Employer will not unreasonably deny the use of this time.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>IX.</u>		<u>LAYOFF PROCEDURE</u>
	9/2/1	<u>Layoff Procedures:</u> Limited term employees and employees serving on original probation in the same classification within the agency will be terminated prior to laying off bargaining unit employees. For purposes of this provision, the division of Hearing and Appeals is considered a separate agency.
	9/2/2	<u>Layoff Exemption:</u> The Employer will be permitted to exempt up to one employee or 3% (whichever is greater) in the identified layoff group from the layoff process. Such exemption will be for special skills which are defined as legal skills relevant to the employee's position description and that have been developed in the course of substantial, specialized training and experience, or listed as a qualification requirement on a recruitment bulletin or job position. Such exemption will only be made after discussion with the Association. The appointing authority will provide OSER, the Association, and affected employees with information relating to the exercise of these exemptions, if requested.
	9/4/2	<u>Recall:</u> When a permanent vacancy occurs in the agency from which an employee was laid off or demoted in lieu of layoff, the employee will be recalled according to the inverse order for a period of five years from the date of layoff or demotion in lieu of layoff providing he/she is capable of performing the duties of the position. Recall is subject to the conditions in 9/4/3, 9/4/4 and 9/4/5. For purposes of this provision, the Division of Hearing and Appeals is considered a separate agency.
	9/4/5	<u>Recall:</u> Employee rights to recall to a position in the employing unit from which he/she was laid off supercede the recall rights of an employee to a position in the same agency.
	9/5/1	<u>Reinstatement Within the Department:</u> Deleted
	9/6/1	<u>Restoration:</u> An employee who has been appointed to an attorney position under the provisions of this article has been restored and is no longer entitled to transfer or recall under 9/3 or 9/4.
<u>X.</u>		<u>TRANSFERS</u>
	10/1/2	<u>Transfer Registration:</u> Whenever a permanent vacancy occurs that the Employer intends to fill, the Employer will notify the Association President and designated representative in the agency where the permanent vacancy occurs. A period of seven calendar days will be allowed for interested employees to file a written request to be considered for that vacancy.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	<p>Letter</p> <p> </p> <p>NN #1</p> <p> </p> <p>Old MOU #1</p> <p> </p> <p>MOU #1</p> <p> </p> <p>MOU #3</p>	<p><u>LETTER</u></p> <p><u>Professional Time</u>: The purpose of the letter is to express the Employer’s intent regarding Professional Time as stated in 7/3 of the collective bargaining agreement.</p> <p><u>NEGOTIATING NOTE</u></p> <p><u>Confidential E-mail</u>: To the extent provided for by state and federal laws and the collective bargaining agreement, e-mail correspondence among members of the Association will be treated as confidential.</p> <p><u>MEMORANDA OF UNDERSTANDING</u></p> <p><u>Attorney Transfer/Consolidation into the Department of Administration</u>: Deleted</p> <p><u>Additional Personal Holiday Carryover</u>: Employees will be allowed to carry over into calendar year 2006 the additional personal holidays in recognition of Veteran’s Day for calendar years 2004 and 2005. These additional personal holidays must be used prior to December 31, 2006.</p> <p><u>Health Insurance Recoupment</u>: Employee’s individually accrued health insurance obligation, length of service payments, and an additional \$33.32 will be deducted from the employee’s lump sum wage payments calculated for the FY 2004, FY 2005 and FY 2006 general wage adjustments. Employees still owing a health insurance obligation will reimburse the Employer the balance divided into equal monthly installments of not less than \$25 per deduction in one or more “B” payroll cycles. The entire obligation must be paid in full by the last “B” payroll cycle in the 2005-2007 biennium.</p>