

**2003 - 2005 LABOR AGREEMENT  
WISCONSIN STATE EMPLOYEES UNION  
ADMINISTRATIVE SUPPORT, BLUE COLLAR, SECURITY AND PUBLIC SAFETY,  
AND TECHNICAL BARGAINING UNITS  
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2003-2005 Wisconsin State Employees Union (WSEU) labor agreement for the Administrative Support Unit (AS), Blue Collar (BC), Security and Public Safety (SPS), and Technical (T) bargaining units only. Language provided in the Summary of Changes column is paraphrased only. Consult the 2003-2005 WSEU-AS/BC/SPS/T Agreement for the complete provisions.

<u>BU</u>	<u>ART/SECT</u>	<u>SUMMARY OF CHANGES</u>
	<b><u>I</u></b>	<b><u>SCOPE OF THE AGREEMENT</u></b>
	1/1/2	Clarification that this Agreement does not cover PSS.
	<b><u>IV</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>
ASU	2/6/7	<u>ASU Educational Classes</u> : Increase number of employees allowed to attend educational classes.
SPS	2/14/1	<u>Union Orientation</u> : SPS/DOC only: Two union representatives are allowed up to 45 minutes for union orientation; up to 90 minutes when six or more employees are scheduled.
ALL	4/2/2	A grievance will not be held in abeyance for more than 14 days at pre-filing.
ALL	4/2/5	<u>Step 1</u> : If the grievance is denied, the grievance response will include an explanation of the reason. (Same language as 4/2/1 and 4/2/6.)
ALL	4/2/6	<u>Step 2</u> : If the grievance is denied, the grievance response will include an explanation of the reason. If the Employer has not answered the step 2 grievance within 60 days, the union may refer the grievance to Council 24 and OSER to expedite the process prior to filing the grievance to arbitration.
ALL	4/8/1	<u>New Steward Training</u> : First time new local stewards will be allowed, without loss of pay, to attend an investigation, the processing of one grievance (pre-filing through step 2), one investigatory interview and one pre-disciplinary meeting. Prior approval of the new steward's supervisor is required. Employer may limit participation based on location of stewards, work schedules, and staffing levels, or may grant additional steward training under this provision. Current practices will continue.
ALL	4/8/4B	<u>Steward Availability</u> : A steward will be made available to employees on all shifts. Employer will try to minimize time between hearing and steward's shift. By mutual agreement, steward's shift may be adjusted to allow the steward to be in pay status during hearing.

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ALL	4/9/2/B	<u>Union Representation (Weingarten rights):</u> Employee has a right to representation if the employee reasonably believes the meeting or informal counseling will result in disciplinary action. If the supervisor tells the employee the interview will not result in discipline and there is no reasonable basis to believe discipline will result, the employee must answer the questions or be subject to discipline for insubordination. However, if supervisor denies union representation, tells employee they will not be disciplined and then later disciplines the employee, OSER will not support the disciplinary actions.
ALL	4/9/8	<u>Verbal Reprimand:</u> Eliminates sunset on verbal reprimand language.
ALL	4/10/1-2	<u>Failed Probation:</u> Employees who fail probation and are terminated will be informed of the opportunity for a hearing at the discretion of the Equal Rights Division. The employee may also request a meeting with the agency and be notified of the reason for termination in writing.
ALL	4/10/2	<u>Failure to Pass Permissive Probation:</u> The Employer will, at the request of the employee, schedule a formal meeting and provide written notification of reasons employee failed probation.
	<b><u>VI</u></b>	<b><u>HOURS OF WORK</u></b>
ALL	6/3/6	<u>Overtime:</u> FLSA non exempt employees will receive double time for time worked in excess of 16 consecutive hours. (This does not apply to FCRS or Security Officers at the Wisconsin Veterans Home-King.)  Security Officers at King will receive double time for time worked in excess of 18 consecutive hours.
ALL	6/11/1	<u>Wash-Up Time:</u> Added the word “personal” to the phrase “wash-up time.”
AS,BC,SPS, T	6/13/1	<u>Call-Back Time:</u> Employees who report to work after being called back for duty or called in on their day off, will be guaranteed a minimum of two hours pay or four hours work with pay.
	<b><u>VII</u></b>	<b><u>TRANSFER</u></b>
ALL	7/3/4	<u>Transfer:</u> An employee whose pay is over the maximum of the pay range to which her/his class is assigned and has been red-circled and who has transferred to a different position in the class whether within her/his agency or between agencies will retain his/her red-circled rate, subject to the provisions of Appendix 5 or Article XII, Section 10, whichever is applicable.

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SPS/DOC only	7/5/1	<u>Transfer</u> : For SPS/DOC only, except as mutually agreed otherwise, allows an unlimited number of transfers for any given original vacancy.
AS,BC,SPS,T	7/5/1/B	<u>Transfer</u> : An employee who transfers in lieu of layoff will be eligible for one additional transfer under Article VII provisions within six months, if the employee informs the prospective Employer at the time of application that he/she has transferred within the last six months in lieu of layoff and is eligible for one additional contractual transfer.
	<b><u>VIII</u></b>	<b><u>LAYOFF PROCEDURE</u></b>
ALL	8/2/2/C	<u>Layoff Exemption</u> : Elimination of the 5% exemption. Special skills and affirmative action exemptions still exist.
ALL	8/6/1	<u>Restoration Defined</u> : Definition of Restoration consistent with Chapter ER-MRS 1.02(30) of the Administrative Code.
ALL	8/7/1/D	<u>Reasonable Offer</u> : A reasonable offer is defined as a position that is no more than one pay range lower than the pay range from which the employee was laid off (previously two pay ranges) unless the employee's rate of pay at the time of the layoff is maintained in the position offered.
AS,BC,SPS,T	8/7/2	<u>Reasonable Offer</u> : On a case-by-case basis by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to restoration.
ALL	8/8/1	<u>Reinstatement Defined</u> : Definition of Reinstatement consistent with Chapter ER-MRS 1.02(29) of the Administrative Code.
ALL	8/10/1	<u>Employing Units</u> : Employing unit designations will be posted on the OSER web site.
ALL	8/11/1	<u>Priority of Transfer and Layoff Rights</u> : Revised priority rights when filling a vacancy. The new language is consistent with the Layoff of Represented Employee Bulletin Addendum CLR/BLR-120 issued May 9, 2003.
ALL	8/14/1	<u>Layoff Benefits</u> : Supplemental health insurance conversion credits may be used by laid off employees to pay for health insurance premiums; conversion is at employee's highest rate while in state service. Defines acceptance of "other employment" as it relates to continuing use of conversion credits.
	<b><u>IX</u></b>	<b><u>HEALTH AND SAFETY</u></b>
BC-DOC only	9/2/6	<u>Body Alarms</u> : Adding body alarms for BC employees in DOC.

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	<b><u>XI</u></b>	<b><u>MISCELLANEOUS</u></b>
ALL	11/10/4	<u>Revocation of Commercial Drivers License:</u> If an employee is required to maintain a CDL and has a loss of privileges for 60 days or less because of an off duty event, the Employer will assist the employee in finding alternative duties, reassigning the employee to a position not requiring a CDL, allowing the employee to use paid leave, or placing the employee on a leave of absence. This provision may be used only once every three years.
ALL	11/15/1-3	<u>Contracting Out:</u> Employer will provide 14 days notice, if possible, when an employee is involuntarily transferred due to contracting out. 11/15/2 outlines Chapter 10 of the Administrative Code regarding what is required as part of notice to the union at time of RFP. Under 11/15/3, the Employer will notify union upon issuance of the letter of intent to award a contract.
	<b><u>XII</u></b>	<b><u>WAGES</u></b>
ALL	12/8/1	<u>Class Meetings:</u> Employer may implement labor market adjustments during the life of the agreement.
ALL	12/9/1-16	<u>Pay Administration Language:</u> Most of the AS, BC, SPS, and T pay administration language is consistent with the PSS contract <b>except that these four units have the two year TTR language (see next entry), which PSS does not have.</b>
AS,BC,SPS,T	12/9/7 12/9/9 12/9/11 Appendix 5	<u>Extend Duration of TTR:</u> All TTRs are extended from one year to two years.
	<b><u>XIII</u></b>	<b><u>EMPLOYEE BENEFITS</u></b>
	13/1/3	<u>Health Insurance:</u> Three-tier health insurance model effective January 2004 with employee premium contributions.
	13/1/4	<u>Health Insurance for Part-Time Employees (less than 50%):</u> Effective with coverage for the January 2004, part-time employees appointed at less than 50% time will be required to pay 50% of the total monthly premium of the health plan in which the employee enrolls.
	13/3/5	<u>Dental Committee:</u> A Labor Management Committee will be formed to discuss dental plan design.

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ALL	13/5/10	<u>Sick leave conversion:</u> Allows laid-off employees and insured dependents of deceased employees to convert sick leave to pay for health insurance coverage, including parameters for usage of such credits. Eligible employees with 15 years of service are also eligible for supplemental health insurance conversion credit. Conversion is at highest rate of pay while in state service.
ALL	13/5/14/A.	<u>Bereavement Leave:</u> “Cousins” added to definition of “immediate family.”
	13/5/14/F.	An employee will not be placed into a review program for unanticipated use of sick leave if such leave was appropriately used for bereavement.
ALL	13/5/15	<u>Bereavement Leave:</u> Struck “cousins” from funeral leave (added to definition of “immediate family” at 13/5/14/A.).
AS,BC,SPS,T	13/6/2	<u>Vacation:</u> Adds extra 24 hours of vacation to each accrual level, except highest level adds 16 hours.
AS,BC,SPS,T	13/6/4	<u>Vacation:</u> Adds extra 24 hours of vacation to each accrual level, except highest level adds 16 hours.
ALL	13/7/5	<u>Promotional Exams:</u> Second shift employees who compete in promotional exams will be granted a schedule change (previously only third shift).
AS,BC, SPS,T	13/9/3	<u>Personal holiday:</u> Employees will receive one additional paid personal holiday, effective calendar year 2004, in recognition of Veterans Day.
ALL	13/10/1B.	<u>Active Military Service:</u> Employees activated for military duty in the U.S. armed forces are eligible to receive state health insurance benefits pursuant to s. 40.05 (4g), Wis. Stats.
ALL	13/10/6-7	<u>Military Differential Pay, Leave and Benefits:</u> Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave.
ALL	13/14	<u>Length of Service Payment:</u> All references to length of service payments have been eliminated from the contract.
		<b><u>NEGOTIATING NOTES</u></b>
ALL	NN 35	<u>Light Duty:</u> Employees with non work related injuries will be provided light duty at management’s discretion, when available.
BC	NN 60	<u>Power Plant Assistant/Operator Add-On:</u> Extends the sunset date to June 30, 2005.

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SPS	NN 61	<u>Pay Progression for COs, Sgts, PCTs and YCs:</u> New provisions on the pay progression for these classes. Corrects the pay for those employees who went to the minimum of the pay range, with back pay.
AS,BC,SPS,T	NN 80	<u>Additional Vacation &amp; Personal Holiday Carryover:</u> Allows employees to carry over the 2005 additional two/three days of vacation and the CY 2004-2005 Veteran's Day personal holidays into calendar year 2006. Must be used by the end of December 2006.
SPS	NN 81	<u>"Acker" Pay Transaction Correction:</u> Corrects the pay of a number of DOC (and possibly some DHFS) employees as a result of SPS NN 61. No back pay.
T	NN 83	<u>LeMay Transfers:</u> Employees classified as LeMay Center Technicians effective with the DNR Equipment Operator Survey on June 27, 2004, will have a one time opportunity to transfer to vacancies in their previous class for 18 months following the implementation of the survey. The transfer right is limited to employees who, prior to June 27, 2004, were classified as Maintenance Mechanic, Forestry Equipment Technician, or Automotive Equipment Technician.
ASU	NN 82	<u>ASU Pay Progression Language</u>
<b><u>MEMORANDA OF UNDERSTANDING</u></b>		
SPS	MOU 25	<u>TTR at DATCP:</u> DATCP will continue a pilot program that will allow employees in certain Inspector classes to voluntarily demote and retain their TTR for one year.
ALL	MOU 26	<u>Injured Workers Re-employment:</u> Prior to medically terminating an employee, the Employer will make a good faith effort to either transfer the employee to a position which requires less arduous duties, demote the employee, or place the employee in a part-time position.
SPS	MOU 28	<u>Wrongful Orders – DOC:</u> When it is determined that an employee at DOC has been wrongfully ordered for overtime, if the employee has not yet been paid, the employee will have the option of choosing cash or comp time.
SPS	MOU 40	<u>Black Shoes and Belts:</u> DOC and DHFS will pay every uniformed Correctional Officer, Youth Counselor, and SRSTC PCT \$65 as a lump sum, calendar year payment for black shoes and belts.
T	MOU 41	<u>Engineering Clarification Language:</u> If as a result of the WERC unit clarification case for SEA and WSEU/Tech positions, if an employee's base pay rate would have been reduced as a result of moving from SEA to WSEU, the employee's base pay rate will be adjusted effective the first day of the pay period following the effective date of the agreement to an amount equal to the employee's gross pay rate on the effective date of the Agreement. Any TTR or add-on will be terminated with implementation of the new base rate.

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ALL	MOU 42	<u>Email Lists:</u> The Employer will provide the union with employees' email addresses, if feasible.
ALL	MOU 43	<u>State-wide Employing Unit Layoffs:</u> Employees in state-wide employing units will receive additional options during layoff if not the least senior employee in the classification being eliminated.
ALL	MOU 44	<u>Contracting Out, Chapter 16:</u> Employer will develop a shared format to track services contracted out, coordinate review of two contracts identified by the union that perform the same work as the union, and establish an advisory group of management and labor reps to advise the DOA secretary on the procurement of services.
ALL	MOU 45	<u>Mandatory Transfer In Lieu of Layoff between Agencies:</u> Provides for improved transfer rights in lieu of layoff.
AS,BC,SPS,T	MOU 46	<u>Layoff, Retain Restoration Rights:</u> Employees who are laid off from a less than full time position and are restored to a position with a greater FTE will retain restoration rights to the same FTE as the position from which the employee was originally laid off for the life of the agreement. Employees who wish to retain such restoration rights to the same FTE must file a "Restoration from Layoff" form (OSER-DMRS-77) with each employing unit to which he/she is interested in being restored.
SPS	MOU 47	<u>Correctional Sergeant Promotion:</u> Employees who promote from a Correctional Officer or PCT at DHFS to a Correctional Sergeant position at DOC, or from a Correctional Officer position at DOC to a Corr. Sgt. position at DHFS, and are placed on a promotional probation and fail that probation, will have the right to return to a vacancy in their previous class at the former employing unit.
T	MOU 48	<u>Contracting Out:</u> DOT will conduct a review of two contracts for engineering support services.
ASU	MOU 49	<u>ASU Survey Layoff Options:</u> Any employee whose class is reallocated as a result of the ASU Survey will retain layoff options outlined in 8/5 (transfer in lieu of layoff, bumping, voluntary demotion in lieu of layoff), 8/6 (restoration), and 8/8 (reinstatement), under Article VIII to all classes at the same or lower pay range created by the ASU Survey for which the employee is qualified. Any employee whose class is reallocated as a result of the ASU Survey will have transfer eligibility in accordance with 7/2 and 7/3 to all new classes created by the ASU Survey at the employee's current pay range for which the employee is qualified. This MOU will sunset one year after the effective date of the ASU Survey, on June 11, 2006.

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<u><b>SIDE LETTERS</b></u>		
ALL	(Not in contract)	<u>Fact Finding</u> : When agencies are investigating possible work rule violations and meet with witness(es), agencies are to discontinue calling this fact finding and instead refer to it as part of an investigation of possible work rule violations. This letter will be sent from OSER to agency Human Resources Directors following the effective date of the contract.
ALL	(Not in contract)	<u>DOC-Body Alarms</u> : DOC institutions which provide body or man down alarms to non-security staff will also provide these devices to other non-security institution staff when requested and available.
ALL	(Not in contract)	<u>Pay Transaction Tracking</u> : Employer agreed to provide semi-annual payroll transaction reports to Council 24 if administratively feasible. The Employer will make an effort to provide this report by Dec. 31, 2004.
ALL	(Not in contract)	<u>Supplemental Wages and/or Changed Benefit Premium Contributions</u> : Union received a “me too” for GWA, LOSP, Health Insurance Premiums, and Domestic Partner Health Insurance Coverage.
BC	(Not in contract)	<u>Student Inspections</u> : Letter clarifying that student employees do not and will not have the independent authority to hire, evaluate, suspend, discharge, or otherwise discipline members of WSEU. In addition, results of student inspections will not be used in the performance evaluation of a WSEU employee unless the problems have been verified by management.
BC	(Not in contract)	<u>Compensation Survey</u> : Commitment to complete Comp Survey of LPNs, Nursing Assistants, RCTs, Therapy Assistants, and Teacher Assistants.
SPS	(Not in contract)	<u>Compensation Survey</u> : Commitment to complete Comp Survey of a variety of Inspector classes.
T	(Not in contract)	<u>Classification and Compensation Survey</u> : Letter clarifying how personnel management surveys are conducted using whole job comparison methodology and job audits.
ALL	(Not in contract)	<u>WRS Contributions</u> : Ensures that the Employer is obligated to pay any increases in employee contributions to the WRS up to 6% for POS with social security and 6.3% for general participants.

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ASU	(Not in contract)	<p><u>Informal ASU Survey Review Process:</u> OSER makes a one-time commitment to informally review positions identified by the ASU bargaining team as being misclassified as a result of the ASU Survey. OSER’s review decision is final unless the decision is overturned by the WERC in the appeal process. Class decisions are not negotiable. The informal reviews must be requested by the ASU bargaining team, rather than individual employees. Such requests must include a copy of the PD and a written justification as to why a different class would better fit the position. If more than 50 reviews are requested by the ASU bargaining team, OSER reserves the right to refuse to conduct the informal review because employees will have already been informed of their WERC appeal rights. The informal review will include only a paper audit and will be conducted solely by OSER staff. The entire informal review process must be completed within 60 days of survey implementation.</p>

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