

**2003-2005 LABOR AGREEMENT
WISCONSIN SCIENCE PROFESSIONALS
SUMMARY OF CHANGES**

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

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
II		<u>RECOGNITION AND UNION SECURITY</u>
	2/2/8	<u>Cope Deductions</u> : Combined language from 2/2/8 and 2/2/9 into one provision.
	2/3/1	<u>Personnel Lists</u> : The list the Employer provides the Union on a biweekly basis will include the FLSA status of employees.
	2/11/3	<u>Conventions</u> : Once biennially for each the AFT Annual Convention and the AFT Public Employees Conference, five delegates will be granted time off without pay not to exceed five days to attend the said conference/convention.
	2/11/6	<u>Professional Day Substitution</u> : Attendees of the WSP annual convention may substitute one of the unpaid days with professional development time, as provided under 10/2, provided the union schedules educational programs related to employment with the State of Wisconsin during the convention. The Union and OSER will meet to discuss the agenda.
	2/11/7	<u>Notice</u> : The union will provide written notice to OSER as soon as possible. Names of employees attending the conference/convention will also be provided.
	2/12/1	<u>Leave for Union Business</u> : 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.
	2/14/1	<u>Use of Email</u> : Sunset eliminated.
IV		<u>GRIEVANCE PROCEDURE</u>
	4/11/7	<u>Notice</u> : When the Employer provides written notice to an employee of a pre-disciplinary meeting, a copy will also be provided to the union.
	4/14/1-2	<u>Concentrated Performance Evaluation</u> : Establishes a procedure for placing an employee on a concentrated performance evaluation including union notice and right to union representation when an employee has received written notice of possible termination or other disciplinary action.
VI		<u>HOURS OF WORK</u>
	6/3/1	<u>Professional Time</u> : Distinction added between contract language on professional time and language pertaining to compensatory time.

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VII	6/4/2	<u>Compensatory Time</u> : Earned comp time used by employees for rest and relaxation time off, as approved by the Employer during a work week in which fire fighting occurs, will be counted toward regularly scheduled 40 hours for the purposes of determining comp time eligibility.
	6/4/4	<u>Declared Emergencies</u> : Employees will earn overtime or compensatory time for all hours worked over 40 during a Governor declared emergency.
		<u>TRANSFER</u>
		*Note: all references to “agency or the university” were revised to “agency or the university-campus” to provide clarification of intent.
	7/2/1-5	<u>Screening Process</u> : All transfers remain permissive. However, the Employer agrees to take ability, training, experience, job requirements and seniority into consideration. In the event two or more employees are equally qualified, the more senior employee will be offered the position.
	7/2/6	<u>Deadline</u> : The Employer may extend the three workday limit to decline an offer.
VIII		<u>PRIORITY OF ART VIII</u> : Provisions of Art. VIII supersede those of Art. VII.
	7/6/1	<u>Permissive Probation</u> : An employee who transfers as a result of receiving an at-risk or layoff notice, is placed on probation and fails will have the right back to his/her original position, if it exists, or one of like nature for which the employee is qualified. If no vacancy is available, the provisions of 8/4 Restoration will be invoked.
		<u>LAYOFF PROCEDURE</u>
	8/1/2	<u>Calendar Days</u> : Any references to calendar days in Art. VIII will exclude holidays identified under 12/12/1.
	8/1/5	<u>Definition of At-Risk</u> : Defines an at-risk employee as one of the following: position identified for elimination, receipt of written notice of layoff, member of anticipated layoff group, or may be displaced by a more senior employee as a result of anticipated layoff.
	8/1/5/B	<u>Union Notification</u> : Employer agrees to notify union of employees who have received at-risk notices. Previously 8/2/1F.
	8/3/1	<u>Options Available to Employees Notified of Layoff</u> : Employer will provide employee with options available, if known and employee will have seven calendar days to elect an option. The Employer may extend the deadlines.

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	8/3/3	<u>Bumping in Lieu of Layoff</u> : Bumping expanded to any classification and approved subtitle in which the employee previously held permanent status.
	8/3/4	<u>Transfers Between Agencies in Lieu of Layoff</u> : Employees will have a right to transfer to a vacancy within the same classification in another agency if the employee has received written notification of layoff.
	8/4/3-4	<u>Reasonable Offer</u> : An employee will have seven calendar days to respond to a restoration offer before forfeiting rights. An employee will accept a reasonable offer within ten calendar days and be available to work within ten calendar days or restoration rights are forfeited.
	8/4/8-11	<u>Restoration Between Agencies</u> : Employees will have a restoration right to a vacant position within the same classification with another agency. This provision sunsets on June 30, 2005. Restoration rights will exist for five years or until he/she attains permanent status in the same class as the class from which the employee was laid off, bumped or demoted in lieu of layoff, whichever occurs first. The employee will be notified in writing, copy to the union, of forfeiture of restoration rights. Employer has the discretion to place employees restored or reinstated to an employing unit or agency other than the one from which they were laid off on permissive probation.
	8/6/1	<u>Reasonable Offer</u> : A reasonable offer is no more than one pay range lower than the pay range from which the employee was laid off.
	811/1	<u>Priority of Art. VII and VIII</u> : Establishes a priority order for filling vacancies with priority given to employees who have received written notification of layoff.
IX		<u>HEALTH, SAFETY AND MISCELLANEOUS</u>
	9/3/2	<u>Foot Protection</u> : Increases safety shoe allowance to \$40.00 for term of the Agreement.
	9/23/1	<u>Confidentiality of Records</u> : Employer agrees to confidentiality of social security numbers, addresses, date of birth, and phone numbers, to the extent possible.
X		<u>PROFESSIONAL DEVELOPMENT</u>
	10/2/2	<u>Conferences and Conventions</u> : Expanded to permit, at the discretion of the Employer, employee's time off without loss of pay to attend conventions, certification exams, and continuing education when career related.
	10/4/1	<u>Part-time Education</u> : Language clarified. Employee may be permitted to take up to five credits per semester or three credits per summer session. Six credits per semester may be granted if the overall cost of tuition is less than the tuition for five credits.

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X		<p><u>PROFESSIONAL DEVELOPMENT (cont'd)</u></p> <p>10/7/3 <u>Professional License and Registration Add On:</u> A discretionary add on of up to \$0.30 per hour may be granted by the appointing authority for employees who hold one of the following licenses or registrations: Professional Geologist; Professional Hydrologist; Sanitarian; Nutrient Management Planner; professional Soil Scientist. This provision sunsets on June 30, 2005.</p>
XII		<p><u>EMPLOYEE BENEFITS</u></p> <p>12/1/4 <u>Health Insurance:</u> Implements a three-tier health insurance model effective January 1, 2004, including employee monthly contribution amounts.</p> <p>12/1/6 <u>Health Insurance for Part-Time Employees (less than 50%):</u> 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.</p> <p>12/4/3 <u>Sick leave conversion:</u> Allows laid-off employees and insured dependents of deceased employees to convert sick leave at the premium rate to pay for health insurance coverage. Eligible employees with 15 years of service are also eligible for supplemental health insurance conversion credit. Conversion is at highest rate of pay. Defines acceptance of "other employment".</p> <p>12/4/5 <u>Conversion of Sick Leave Credits:</u> Employees no longer have to convert sick leave credits within 5 year period after retirement.</p> <p>12/5/7 <u>Sabbatical Leave:</u> Employees eligible for 216 hours annual leave each year may elect to receive 120 hours as sabbatical leave.</p> <p>12/9/6 <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.</p> <p>12/12/5 <u>Personal Holiday:</u> Effective CY 2004, employees receive one additional personal holiday in recognition of Veterans Day.</p> <p>12/20/1 <u>Length of Service Payment:</u> All references to the LOSP have been eliminated.</p>

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		<p><u>NEGOTIATING NOTES</u></p>
	<p>NN 9</p>	<p><u>Pilot Bilingual Add On</u>: Provides a discretionary add-on of up to \$1.00 per hour to any employee who is required to speak or translate a language other than English.</p>
	<p>NN 10</p>	<p><u>Professional Liability</u>: The Department of Corrections will reimburse Pharmacists for costs incurred by independent legal counsel, not to exceed \$5000, to defend against inmate complaints when the employee was acting within the scope of employment.</p>
	<p>NN 11</p>	<p><u>DNR Application of Legal Holiday Credits</u>: Legal holiday credits will be counted toward the base 40 hours for purposes of determining employee's eligibility for comp time or overtime.</p>
		<p><u>MEMORANDA OF UNDERSTANDING</u></p>
	<p>MOU 2</p>	<p><u>Pilot Steward Training Program</u>: Up to five current and five new union stewards will be allowed up to four (4) hours without loss of pay to attend training.</p>
	<p>MOU 4</p>	<p><u>Contracting Out</u>: DOA will develop a shared format to be used by all agencies to track purchases of contracted services. DOA will review two contracts as specified by the Union that are for work performed by the Union. An advisory Group with five management and five union representatives will be formed for the purposes of advising the DOA Secretary.</p>
	<p>MOU 5</p>	<p><u>Reinstatement Eligibility and Restoration Rights for Laid Off Employees</u>: Employees laid off from an agency that has been eliminated or where functions have transferred to another agency will have reinstatement eligibility and restoration rights to the state agency to which the functions previously performed are transferred</p>
	<p>MOU 6</p>	<p><u>Agency State-Wide Employing Unit Layoffs</u>: Establishes layoff procedures and rights when a position is held by an employee who is not the least senior employee in the established layoff group.</p>
		<p><u>APPENDIX</u></p>
	<p>E</p>	<p><u>Semi-Automatic Pay Progressions</u>: Pay progression for employees on military leaves of absence will be set in compliance with state and federal laws.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	<p>Letter (Not in contract)</p> <p>Letter (Not in contract)</p>	<p><u>SIDE LETTERS (Not in contract)</u></p> <p><u>Employees Elected or Appointed as President of AFL-CIO or President of AFT-Wisconsin:</u> Agreement to allow President of AFL-CIO or President of AFT-Wisconsin to remain on payroll and requires AFT-Wisconsin to fully reimburse the employee's agency the cost of all salary and salary-generated benefits.</p> <p><u>Domestic Partner Benefits:</u> Agreement to discuss domestic partner health insurance benefits with the union during the life of the 2003-2005 contract.</p>