

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

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

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>		<u>RECOGNITION AND UNION RECOGNITION</u>
	2/2/2	<u>Union Activity</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.
	2/6/1 E.	<u>Union-Management Meetings</u> : The parties will discuss workload and other topics that may pertain to caseload and case weights prior to setting caseload targets. In determining workload, the agency will take various factors into account including Supreme Court Rules, interests of clients, fiscal responsibility.
	2/11/1	<u>Use of Email</u> : Sunset eliminated.
<u>IV</u>		<u>GRIEVANCE PROCEDURE</u>
	4/1/3	<u>Definition</u> : Clarification that an individual, group of employees, or the Union may file a grievance.
	4/3/1	<u>Step One</u> : The parties may mutually agree to waive the individual, group, or union grievance to Step Two.
	4/3/2	<u>Step Two</u> : The management representative will confer with the grievant(s) and the representative and attempt to resolve the grievance.
<u>V</u>		<u>WAGES</u>
	5/3/1 B. 4.	<u>Lump Sum Wage Payments to Compensate for the Delay</u> : Employees who retired or died while serving in the bargaining unit between March 5, 2006 and the implementation date of the FY adjustments are eligible for wage and lump sum increases.
	5/5/2	<u>Sunday Court Intake</u> : OSPD will offer the opportunity for court intake to eligible employees before employing non-bargaining unit members. Eligible employees are those who would travel 50 miles or less each way. Employees will choose 2 dates for Sunday court intake on a rotating seniority basis.
	5/6/1	<u>Hiring Above Minimum</u> : Sunset eliminated.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>VI</u>		<p data-bbox="488 317 808 352"><u>EMPLOYEE BENEFITS</u></p> <p data-bbox="326 388 1510 485">6/1/2-6/1/4 <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.</p> <p data-bbox="362 522 1528 720">6/6/4 <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. Credits will be converted using the employee's highest base pay rate while in state service.</p> <p data-bbox="342 758 1528 854">6/7/7 G. <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.</p> <p data-bbox="354 892 1520 1194">6/11/6 <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 U.S. 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.</p> <p data-bbox="354 1232 1029 1262">6/15/1 <u>Holidays</u>: Dates of paid holidays are updated.</p> <p data-bbox="354 1299 1495 1365">6/15/4 <u>Personal Holiday</u>: Effective CY 2004, employees earn an additional personal holiday each year in recognition of Veterans Day.</p> <p data-bbox="354 1402 1450 1467">6/22/1 <u>Commuter Benefits Program</u>: Employees may participate under the provisions of Chapter 40 Wis. Stats.</p>
<u>IX</u>		<p data-bbox="488 1507 656 1535"><u>SENIORITY</u></p> <p data-bbox="362 1572 1510 1638">9/4/1 <u>Seniority Information</u>: OSPD will maintain a seniority list and make it available to the Association representatives or employees on request.</p>
<u>X</u>		<p data-bbox="488 1675 818 1703"><u>LAYOFF PROCEDURES</u></p> <p data-bbox="354 1740 1528 1875">10/6/1 <u>Layoff Benefits</u>: Upon written request, eligible employees may use supplemental health insurance conversion credits at the time of layoff to pay health insurance premiums. Premium payments cease following acceptance of other employment which is defined as employment which offers a comparable health insurance policy.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XI</u>		<p data-bbox="488 317 1078 352"><u>HEALTH, SAFETY AND MISCELLANEOUS</u></p> <p data-bbox="337 388 821 424">Section 4 <u>Outside Employment</u> (New)</p> <p data-bbox="355 457 1398 520">11/4/1 Bargaining unit attorneys may engage in the private practice of law subject to conditions listed in the section.</p> <p data-bbox="355 558 1528 724">11/4/2 Any intention of an attorney to practice law outside of state employment (even a single transaction) must first be submitted for approval. OSPD may prohibit the outside practice of law if it determines there is a reasonable basis for concern about a conflict of interest or potential for a conflict of interest with the agency’s mission, goals, operations or efficiency or the time commitment of the attorney.</p> <p data-bbox="355 762 1490 894">11/4/3 The attorney will be subject to whatever limitations are place by OSPD to protect the agency with respect to conflict of interest or the potential for conflict of interest. The attorney approved for outside practice may not conduct the practice on state time, in state facilities, or utilize state equipment or personnel.</p> <p data-bbox="355 932 1511 1031">11/4/4 The attorney who receives approval to engage in the outside practice of law will be personally responsible for ensuring compliance with all applicable laws concerning the private practice of laws.</p> <p data-bbox="355 1068 1498 1234">11/4/5 The attorney approved for outside practice of law will be responsible for any conflicts of interest or reasonable appearance of a conflict of interest that occur in the outside practice. The attorney, notwithstanding approval for the outside practice, will be subject to discipline up to and including discharge if such conflict or reasonable appearance of conflict occurs.</p> <p data-bbox="355 1272 1503 1404">11/4/6 As part of the approval process, the attorney must acknowledge in writing that the private practice is not covered by the State Risk Management Fund. The attorney will be responsible for paying all costs of malpractice insurance if he/she obtains such insurance.</p> <p data-bbox="355 1442 1333 1478">11/4/7 Approval to engage in outside practice will not be unreasonably denied.</p> <p data-bbox="355 1516 1511 1648">11/4/8 Employees will be allowed to engage in outside employment which does not consist of the practice of law. The time commitment for outside employment will not interfere with the employee’s job. The employee will provide notice of the outside employment to management.</p> <p data-bbox="355 1686 1528 1782">11/4/9 Attorneys will not be approved to work for any District Attorney or prosecutorial office, Corporate Counsel, City Attorney, Attorney General, law enforcement agency, or security or loss prevention company.</p>

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XII</u>		<p><u>TRANSFER:</u> (New)</p> <p><u>Section 1</u> <u>Transfer Registration and Notification:</u></p> <p>12/1/1 When the Employer intends to fill a bargaining unit vacancy, the Employer will consider voluntary transfer requests except as provided by 12/1/2 and under the limitations in 12/2/3.</p> <p>12/1/2 If a bargaining unit vacancy will be used to return a manager to the bargaining unit, the position will not be announced for transfer and the Employer will notify the Association President in writing.</p> <p>12/1/3 Appointment of a management employee to a bargaining unit position is solely at the Employer's discretion; however, managers can not be appointed to consecutive bargaining unit vacancies in any one office during the biennium except as provided in 12/6/2.</p> <p>12/1/4 The Employer will notify all agency attorneys by e-mail of transfer opportunities. The notice will include the location of the position; special qualifications or skills required or preferred; any documents which must be submitted and the application receipt deadline. Positions will be announced for a minimum of seven calendar days.</p> <p>12/1/5 Interested attorneys who meet the eligibility requirements in Section 2 will file the written request as prescribed by the e-mail notice. Requests for transfer that are filed in response to an announced vacancy will be considered for that vacancy only.</p> <p><u>Section 2</u> <u>Eligibility to Transfer:</u></p> <p>12/2/1 Only employees who have completed probation in the bargaining unit are eligible to transfer.</p> <p>12/2/2 No attorney who has transferred within 18 months prior to the transfer notice in 12/1/4 is eligible for voluntary transfer.</p> <p>12/2/3 The application of the transfer procedure in the Article will be limited to one transfer resulting from the original vacancy, except that at its discretion, the Employer may announce resulting vacancies for transfer.</p> <p><u>Section 3</u> <u>Definition of a Permanent Vacancy:</u></p> <p>12/3/1 A-C A permanent vacancy is created when any of the following occurs and the Employer decides to fill the position or replace the previous incumbent: an increase in the work force, termination, resignation, retirement, transfer, promotion, or demotion.</p>

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	<u>Section 4</u>	<p><u>Selection Process</u></p> <p>12/4/1 The Employer will review the timely transfer requests from eligible employees who meet the notice criteria on 12/1/4. The review may include an interview.</p> <p>12/4/2 In making the transfer decision, the Employer will take into account the operational needs of the agency, the employee’s experience and ability, the job requirements, and seniority. Seniority will govern if the Employer determines that two or more employees are substantially equally qualified.</p> <p>12/4/3 Where operational needs dictate an additional position in an office where no vacancy exists, the Employer may transfer an existing filled position to the office subject to the procedures of this article. At its discretion, the Employer may use this article to fill subsequent vacancies arising out of the original transfer of the position and the incumbent.</p> <p>12/4/4 Upon written request, employees not selected under 12/4/2 will receive written reasons for non-selection.</p> <p>12/4/5 An employee has five business days to accept or decline a transfer offer. The timeframe may be extended by mutual agreement of the Employer and the employee.</p> <p>12/4/6 Notwithstanding 4/1/3, the Association may file a 2nd step grievance on behalf of one or more employees not selected for transfer. A designated Union representative of AFT Union representative will represent the employee(s) at the Step 2 conference. The grievance standard that must be met is preponderance of the evidence.</p>
	<u>Section 5</u>	<p><u>Pay and Benefits</u></p> <p>12/5/1 Employees will be compensated at their present rate of pay on voluntary transfer.</p> <p>12/5/2 If the Employer determines that the involuntary transfer requires a change in location of the employee’s residence, the Employer will pay moving expenses consistent with s.20.917.</p>
	<u>Section 6</u>	<p><u>Filling a Vacancy:</u></p> <p>12/6/1 Subject to the provisions of Article X, nothing in the transfer article restricts the right of the Employer to make involuntary transfers.</p> <p>12/6/2 If a vacancy is not filled by transfer under this Article or by recall under Article X, the Employer may fill the vacancy in accordance with Wisconsin Statutes</p>
<u>XIII</u>		<u>LABOR-MANAGEMENT PEACE AND STABILITY</u> Article renumbered
<u>XIV</u>		<u>GENERAL</u> Article renumbered

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XV</u>		<u>TERMINATION OF AGREEMENT</u> Article renumbered
<u>XVI</u>		<u>RATIFICATION</u> Article renumbered
		<u>NEGOTIATING NOTES</u>
<u>NN# 2</u>	Old NN 2	<u>Budgetary Adjustments:</u> Delete
<u>NN # 3</u>	Old NN 3	<u>Transfer:</u> Delete
<u>NN # 2</u>	NN 2	<u>Reorganization:</u> (New) It was not the intent of the parties that the language in 16/1/3 (Transfer) apply to reorganization.
		<u>MEMORANDA OF UNDERSTANDING</u>
<u>MOU # 1</u>	Old MOU 1	<u>Parking/Public Transit Account:</u> Delete
<u>MOU # 2</u>	Old MOU 2	<u>Attorney Compensation Committee:</u> Delete
<u>MOU # 1</u>	MOU 1	<u>Lump Sum Payments:</u> (New) Former employees who retired or died are eligible for wage adjustments and lump sum payments they would otherwise have been eligible to receive. Specific language to be included in Article V (Wages).
<u>MOU # 2</u>	MOU 2	<u>Health Insurance Recoupment:</u> (New) The value of the FY 2004-05 general wage adjustment, the \$250 lump sum payment and the lump sum wage payment to compensate for the delay in the FY 2004-05 general wage adjustment from June 12, 2005 through March 4, 2006, will be applied to offset the accumulated employee share of the health insurance premiums paid by the Employee over 31 months starting with the November 2003 deduction. If needed, special off-cycle deductions are authorized after notice and discussion with the bargaining unit.