




State of Wisconsin

LEGISLATIVE REFERENCE BUREAU


RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**


Date Added To File: 05/20/2004 (Per: RAC)



 **Appendix To:**
LRB 03-3694/1
2003 SB-565

(Part 08 of 11)

 The attached 2003 draft was incorporated into the new 2003 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as an appendix, to the new 2003 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

 This cover sheet was added to rear of the original 2003 drafting file. The drafting file was then returned, intact, to its folder and filed.

ARTICLE XV

GENERAL

SECTION 1: Obligation to Bargain

15/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the Personnel Board relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2: Partial Invalidity

15/2/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

SECTION 3: Definition of Probationary Employee

15/3/1 The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, ER Pers-MRS 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

The inclusion of this section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this section.

SECTION 4: Definition of Appointing Authority

15/4/1 For purposes of this Agreement, the appointing authority shall be defined as the person having final decision making authority in any agency.

SECTION 5: Definition of Seasonal Employment

15/5/1 "Seasonal employment" means employment which normally permits attainment of permanent status in class through successive reinstatements and requires the services of an employee on an intermittent and recurring basis for at least six hundred (600) hours each year, during no more than twenty four (24) biweekly payroll periods of any twenty six (26) consecutive full biweekly payroll periods.

ARTICLE XVI

SECTION 1: Termination of Agreement

16/1/1 The terms and conditions of this Agreement shall remain in full force and effect commencing on May 17, 2003, and terminating on June 30, 2003, unless the parties mutually agree to extend any or all of the terms. Upon termination, all obligations are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

SECTION 2: Negotiations of Future Agreements

16/2/1 During the term of the Agreement, the parties will attempt to agree on a timetable for negotiations which will maximize the probability of reaching agreement on a new contract prior to July 1, 2003.

NEGOTIATING NOTE NO. 1
20013 - 20035 AGREEMENT

(See ARTICLE XIII, Section 176/7 - Assignment of Cars to Employees)

The Department of Administration will continue to require that assigned cars be driven 1,000 miles/month. However, agencies do have the ability to review usage for unusual circumstances which may occur one month but not in ensuing months.

If an employee on field assignment has that assignment ended and no longer has a need for a car, that car can be assigned to another employee.

NEGOTIATING NOTE NO. 2
2001 - 2003 AGREEMENT

REST BREAKS

If disputes regarding rest breaks occur in the units represented by WSEU, the procedure developed for Correctional Officers and Youth Counselors shall be used as the model for resolving those disputes. If no agreement is reached, the Union and the employee(s) retain the right to process the issue through the grievance procedure, with the time limits beginning after the sixty (60) day negotiation period.

NEGOTIATING NOTE NO. 3
2001 - 2003 AGREEMENT

REST BREAKS ULP

Upon agreement on rest periods as a result of the negotiation procedure set forth in the negotiation note, the WSEU shall withdraw the ULP presently pending before the Wisconsin Employment Relations Commission which relates to this issue (Bertrand Case) and will withdraw the grievances filed by all Correctional Officers and Youth Counselors as part or all of those grievances.

The one-half step payment in December of 1981 and 1982 to Correctional Officers and Youth Counselors fully absolves the State of any liability under the grievances, Bertrand arbitration and the ULP for all time from the effective date of the agreements back to the time of the filing of the grievances.

NEGOTIATING NOTE NO. 4

20013 - 20035 AGREEMENT

HOME-BASED WORK

The Employer will notify WSEU Council 24 of home-based work assignments.

NEGOTIATING NOTE NO. 5

2001 - 2003 AGREEMENT

OFFICERS AND YOUTH COUNSELORS

Within the institutions in the Departments of Health and Family Services and Corrections which employ Officers and/or Youth Counselors, the local Union and local management shall meet as soon as possible after the effective date of the Agreement to negotiate a solution to the problem of providing rest periods to all Correctional Officers and Youth Counselors. These negotiations shall take place in accordance with the provisions of Article XI, Section 2.

To begin the negotiation procedure, local management shall submit a list of the posts and types of break for each post to the local Union.

In these negotiations, the parties shall consider "Type A" (defined as a rest period for those work stations where an employee could reduce his/her activity while remaining at the station. The employee would either be expected to use his/her sound discretion in choosing an appropriate time for the reduction in his/her activity, or a set time would be established in advance and operational coverage would be increased by other employees during the break period for that particular assignment.) and "Type B" (defined as a rest period for those work stations where relief coverage could be provided within existing staffing levels.) breaks as potential solutions and shall also consider other types and kinds of solutions which may be appropriate for a particular post or institution, as may be mutually agreed to.

In the event disputes remain at the local level forty (40) days after the effective date of the Agreement, a department level meeting with representatives of the Department of Health and Family Services, the Department of Corrections, the Department of Employment Relations and Council 24 shall be held within twenty (20) days

to resolve any remaining differences. In institutions where agreement is reached, they shall go in effect notwithstanding unresolved issues at other institutions.

Absent agreement, no changes in present practices shall be made at any post in any institution. Following agreement, no changes shall be made in the practice with regard to any post unless there is mutual agreement to change the practice.

Any and all agreements relating to this issue shall be signed by both parties.

NEGOTIATING NOTE NO. 6

20013 - 20035 AGREEMENT

FLSA COVERAGE

The parties recognize their obligation to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended.

NEGOTIATING NOTE NO. 7

2001 - 2003 AGREEMENT

**AGREEMENT REGARDING OVERTIME FOR
DEPARTMENT OF NATURAL RESOURCES TECHNICAL AND BLUE COLLAR EMPLOYEES
AND SECURITY & PUBLIC SAFETY EMPLOYEES CLASSIFIED AS RANGER**

The Employer agrees to compensate all Technical and Blue Collar employees and employees in the Security & Public Safety unit classified as Ranger at the premium rate of time and one-half for all hours in pay status which are in excess of forty (40) hours per week. The employee shall be given one hour of compensatory time and one-half hour of cash payment for each hour compensated at the premium rate.

Employees who are required to work during a calendar day in which compensatory time is scheduled will have their compensatory time credits restored and replaced by work time on an hour-for-hour basis.

Employees who earn in excess of forty (40) hours of compensatory time credits shall have the option of receiving cash payment for any compensatory time credits earned over forty (40) hours. The requests for cash payment shall be made on time and leave reporting forms and submitted to the appropriate DNR Payroll Office. The use, scheduling and cash-out of compensatory time credits earned shall be consistent with Article VI, Section 4.

The Union recognizes that employees engaged in fire control activities during high hazard periods are subject to flexible scheduling and overtime distribution shall be based on such emergency conditions. Standby will be offered to employees in the work unit who normally perform the anticipated work.

The Employer will provide a portable radio, pager or other electronic communication device for fire control heavy equipment operators and dispatchers who are on standby, unless such devices are unavailable due to repairs.

Management and the Union and the employees agree that all employees covered by this Agreement and this special agreement are not eligible for Unemployment Compensation while on compensatory time off scheduled by the employee.

The provisions of 6/3/7 shall apply to the compensatory time earned pursuant to this note.

NEGOTIATING NOTE NO. 8

2001 - 2003 AGREEMENT

**SPECIAL NEGOTIATIONS FOR SELECTED CLASSES INCLUDED IN THE
SECURITY AND PUBLIC SAFETY BARGAINING UNIT
IN THE DEPARTMENT OF NATURAL RESOURCES
OVERTIME AND HOLIDAY COMPENSATION**

A. Conservation Wardens, Environmental Wardens, Safety Specialist Wardens and Special Investigative Wardens shall be granted overtime credits for all hours in pay status beyond eighty (80) hours in each biweekly pay period. Hours in pay status are defined as (1) hours worked during a pay period in accordance with the "Standards and Guidelines for Represented Warden Overtime" established by the Department of Natural Resources; and (2) paid leave time requested by an employee that has been pre-approved by the employee's supervisor prior to the beginning of a pay period.

Overtime credits shall be granted in the following manner:

1. Hours eighty-one (81) through the eighty-six (86) hours shall be credited on a straight rate, hour-for-hour basis.
2. All hours in excess of eighty-six (86) shall be credited at the premium rate of time and one-half. All premium rate overtime credits shall be converted to straight rate equivalent credits.
3. In each fiscal year, the first sixteen (16) hours of straight rate equivalent overtime credits shall be granted as compensatory time.

4. In each fiscal year, the next four hundred four (404) hours of straight rate equivalent overtime credits earned shall be paid in cash on a biweekly basis. Such payments shall be eligible for payroll deduction at the employee's request.

5. All overtime credits earned after four hundred twenty (420) hours described in subsections A./3 and A./4, above, shall be granted in cash or compensatory time, or a combination thereof, as the Employer may elect.

6. The supervisor of each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden will prepare a plan to allocate up to three hundred eighty (380) hours of overtime throughout the fiscal year. Forty (40) hours of overtime will remain unallocated for unanticipated needs and movement of personnel to respond to statewide enforcement priorities. This plan will be prepared with the input of the Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden and must address both regional and statewide needs. The Chief Warden [or designee(s)] will give final approval of the plans for each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden. The plans will not be grievable. The chain of review for disputes on a work plan will initially be the immediate supervisor, and, if unresolved, a review by the Regional Warden will occur. If unresolved by the Regional Warden, the Chief Warden will make the final determination.

B. Overtime hours resulting from complaints or requests which require immediate actions or investigations shall be self-ordered or scheduled according to the "Standards and Guidelines for Represented Warden Overtime" established by the Department of Natural Resources. Any complaints regarding these standards and guidelines may be appealed, in writing, to the Secretary of the Department of Natural Resources, whose decision shall be final.

C. Employees covered by these special negotiations who receive compensation for overtime credit in cash shall receive applicable sick leave credit at the time of payment, or .0625 hour for all compensatory time credit hours which are paid off in cash.

D. Compensatory time credits earned for overtime work pursuant to subsections A./3 and A./5 above; for holiday premium work in accordance with Article XIII, Section 9, Paragraphs 13/9/5 and 13/9/6; and for work on a holiday of four (4) or more hours beyond the normally scheduled hours in accordance with Article XIII, Section 9, Paragraph 13/9/4, that is not used by December 31, shall be carried into the first four (4) months of the new calendar year. At the end of this four (4) month period, sixteen (16) hours of unused compensatory time, or the remaining balance if less than sixteen (16) hours, will be paid in cash the first pay period after May 1. An employee may request to either convert all or a portion of additional unused carried over compensatory time, in excess of the sixteen (16) hours automatically cashed out, to cash payment or continue to carry it as compensatory time. The Employer will take into consideration the employee's wishes in making its decision. The Employer has the discretion, at any time, to cash out the unused compensatory time.

NON-CONTRACTUAL TRANSFER/DEMOTION

An Environmental Warden, Safety Specialist Warden, or Special Investigative Warden who submits a written request to the Chief Warden for a non-contractual transfer or voluntary demotion outside the provisions of Article VII will be considered for such transfer or voluntary demotion prior to consideration of candidates certified in accordance with Wisconsin Civil Service Statutes and Administrative Code. Decisions of the Chief Warden are final and not grievable.

NEGOTIATING NOTE NO. 9 20013 - 20035 AGREEMENT

EMPLOYEE ASSISTANCE PROGRAMS

All Department Heads

The Department of Employment Relations supports and encourages the establishment of effective department Employee Assistance Programs as provided under Article XI, Section 22, of the Agreement between the State of Wisconsin and the Wisconsin State Employees Union (WSEU).

In this regard, I am encouraging agencies to seek a sufficient number of volunteer resource persons to meet the needs of state agencies. Where multi-shift operations exist, particularly in potentially high-stress areas, it is my hope that you can select, appoint, and train resource persons in sufficient numbers to have coverage on all shifts.

In exceptional cases where resource persons are not available at the work place for face-to-face consultation and they are contacted by other means about an acute situation, the resource person, in his or her judgment, may decide to volunteer his or her time to personally meet to provide resource referral services. In such instances where persons volunteer their services while not on their assigned work schedule, they should be allowed reasonable access to the workplace.

Your cooperation in this matter will be appreciated.

Sincerely,

Jon E. Litscher, Secretary

NEGOTIATING NOTE NO. 10

20013 - 20035 AGREEMENT

**TRAINING ASSISTANCE TO DEVELOPMENTALLY DISABLED
CENTER EMPLOYEES**

During the term of this Agreement, the Employer agrees, within the limits of funds provided for this purpose, to provide assistance to permanent bargaining unit employees of the Department of Health and Family Services' Centers for the Developmentally Disabled who have either received their notice of layoff or who voluntarily acquire other employment and, in so doing, prevent a layoff. In order for employees in the latter category (layoff prevention) to be considered eligible for assistance under this Agreement, they must meet the following eligibility requirements:

- A. They must be in a position which is included in the job classification(s) which has been identified for layoff as required under 8/3/1 of the Agreement.
- B. The employee must acquire other employment (either within or outside of state service) within the notice period required under 8/3/1.
- C. Only that number of employees required to meet the number of position reductions identified in the notice provided to the Union under 8/3/1 will receive assistance.

D. Reimbursement will be made, per item C above, on a “first come, first served” basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employee turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Negotiating Note.

The following benefits shall be provided to employees meeting the eligibility requirements as noted above:

A. Where applicable, employees shall receive benefits under s. 20.917, Wis. Stats.

B. The Department shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:

1. All or a portion of one (1) month’s rent;
2. All or a portion of a rental security deposit, not to exceed one (1) month’s rent;
3. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars (\$1,000); and,
4. The cost of transportation between the employee’s home and headquarters city, not to exceed the cost of two (2) round trips.

C. The Department shall provide leave with pay and shall reimburse employees of the Centers once for travel, meal, and lodging costs associated with selection and participation in a pre-service training program under s. 46.057, Wis. Stats., if costs are not funded under s. 20.435(3)(jp), Wis. Stats.

D. Each employee shall be eligible for up to sixteen (16) hours paid leave time (in addition to the time granted under item B above) for the purposes of attending interviews or examinations in state service.

NEGOTIATING NOTE NO. 11
20013 - 20035 AGREEMENT

BARGAINING TIME

The Employer and the Union agree that the Employer will pay one hundred percent (100%) of the cost of mutually agreed to bargaining time for the 2001-2003 contract negotiations until Labor Day of 2001. From Labor Day until the conclusion of the bargaining session, the Employer and the Union agree to equally share the cost.

The shared cost will apply only to each of the thirty (30) employees of the six (6) bargaining units represented by the Wisconsin State Employees Union. The qualifying shared time will be recorded as time off without loss of pay.

NEGOTIATING NOTE NO. 12
20013 - 20035 AGREEMENT

NOTICE OF DISCIPLINARY ACTIONS

During negotiations of the 1999-2001 WSEU contract, the Labor and Management bargaining team has become aware of the need to strengthen the communication process between supervisors and employees relative to the manner in which employees are advised of pending disciplinary actions.

It is often the case that supervisors verbally inform an employee that certain discipline will follow a specific act. However, because of the nature of the discipline and the level of management approval required, the time necessary to effect the discipline may be considerable.

In an effort to deal with this problem in a meaningful manner at the local level, we have agreed that supervisors and managers should provide formal notice of disciplinary actions to employees as soon as possible after the decision to discipline is made and announced to the employee. If there should be some unforeseen administrative problems that deter the processing of the official notice, the employee should be advised accordingly. Hopefully this process will relieve some of the anxiety which now exists among employees when they are verbally told a disciplinary action is forthcoming.

NEGOTIATING NOTE NO. 13
20013 - 20035 AGREEMENT

MEMO - PERFORMANCE EVALUATIONS

DATE: July 19, 1985

TO: Agency Personnel Managers

FROM: Howard Fuller, Secretary
Department of Employment Relations

SUBJECT: Performance Evaluations

The performance evaluation process for employees is a necessary and important component of all well-managed organizations. The State is no exception. I believe strongly in the process and intend to see it develop in the coming years.

To this end certain questions have been raised during the current round of negotiations regarding the content of written performance evaluations. Specifically, concerns have been raised regarding direct references to department work rule violations which are occasionally contained in employees' annual performance evaluations.

Under cover of this memorandum, I am directing State Agencies to advise their supervisors to refrain from quoting specific work rules in written performance evaluations. Since performance evaluations are not discipline, but are part of an employee's permanent record, such evaluations could conceivably be misconstrued as disciplinary actions.

Performance should be discussed directly in the annual evaluations. Examples of good or bad performance can be made, and references to specific deficiencies are acceptable.

In closing, I would like to restate that my concerns lie with specific work rule references being included in the annual evaluations and the need to keep such references out of them. Even if the performance represents a work rule violation, only the description of the unacceptable performance should be included in the evaluation. I would appreciate your cooperation in insuring that this directive is implemented.

NEGOTIATING NOTE NO. 14

20013 - 20035 AGREEMENT

MEMO - GRIEVANCE RESPONSES

TO: Department Personnel Managers

FROM: Al Hunsicker
Division of Collective Bargaining
Department of Employment Relations

SUBJECT: Grievance Responses

During the course of negotiations, a problem was identified relative to the timely processing of contractual grievances at Steps 1 and 2 under the WSEU contract.

The purpose of this memorandum is to reiterate management's position that all grievances must be processed promptly and within the limits prescribed by the contracts. I recognize that circumstances may arise which make it impossible to meet the time limits. In cases such as these, an extension of the time limit should be requested and handled as follows:

- A. Contact the local steward when an extension is needed to arrange for an extension.
- B. Management's representative should contact the grievant's supervisor to inform him or her of the extension.
- C. The steward will contact the grievant.

It is important that grievances be responded to in a timely manner and that the persons concerned are aware of the status of the grievance in order to resolve differences at the earliest possible time.

cc: WSEU Council 24

NEGOTIATING NOTE NO. 15
~~2001-2003~~2003-2005 AGREEMENT

OFFENDER CLASSIFICATION SPECIALIST PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Offender Classification Specialist:

Offender Classification Specialist (A)	PR 12-06
Offender Classification Specialist (B)	PR 12-07

Concept: This change in class title combines the Offender Classification Specialist-Entry, and Offender Classification Specialist-Objective into the single classification of Offender Classification Specialist.

Pay Structure: Effective the first of day of the pay period following the effective date of the contract, the pay progression structure for the Offender Classification Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Offender Classification Specialist, the employee will be paid on the PR 12-06 pay grid/schedule. After eighteen (18) months time in pay status in classification as an Offender Classification Specialist (A), the employee will be paid on the PR 12-07 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Offender Classification Specialist		
*Offender Classification Specialist (A)	PR 12-06	Upon appointment
*Offender Classification Specialist (B)	PR 12-07	18 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows: Offender Classification Specialist-Entry. If an employee has less than eighteen (18) months in pay status at the Offender Classification Specialist-Entry, the employee will be placed at the (A) pay range assignment (PR 12-06). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of eighteen (18) months in pay status as either Offender Classification Specialist-Entry or Offender Classification Specialist (A) or combination of both.

If an employee has greater than eighteen (18) months in pay status at the Offender Classification Specialist-Entry, the employee will be placed at the (B) pay range assignment (PR 12-07).

Offender Classification Specialist-Objective. All employees at this classification level will be placed at the (B) pay range assignment (PR 12-07).

NEGOTIATING NOTE NO. 16

2001 - 2003 AGREEMENT

DNR - HEALTH & SAFETY PROBLEMS

The Department of Natural Resources agrees to discuss and resolve health and safety problems at the local level.

NEGOTIATING NOTE NO. 17

20013 - 20035 AGREEMENT

MEMO - REIMBURSEMENT OF TRAVEL EXPENSES

TO: All Agency Heads

FROM: Jon E. Litscher, Secretary
Department of Employment Relations

SUBJECT: Reimbursement of Travel Expenses

During the recent contract negotiations with the Wisconsin State Employees Union, there were discussions regarding the timely reimbursement of travel expenses. It was the understanding during the negotiations that travel expense reimbursement should be implemented as expeditiously as possible. Similarly, if a specific reimbursement expense is in dispute, only that amount should be withheld pending resolution of the dispute. Those amounts not in dispute should continue to be processed in a timely manner.

I am asking all agencies to do their utmost to comply with this understanding.

NEGOTIATING NOTE NO. 18

2001 - 2003 AGREEMENT

MEMO - DNR USE OF PESTICIDES

October 29, 1985

IN REPLY REFER TO: 9500

TO:

Dear (to be determined at a later date):

This memo is in answer to your concerns about the use of pesticides or experimental chemicals by department employees. Russ Dunst, our Toxics Coordinator, looked into this and found there were actually three incidences in which the Department engaged in evaluation of pesticides.

The Department does cooperate with other agencies and researchers in evaluating "experimental" pesticides or pesticide usage. There are two types of evaluations:

1. Evaluation of new pesticides, and
2. Evaluation of new uses for existing pesticides.

The Department has participated in three new use evaluations in recent years. We do have a policy, however, against new pesticide evaluations.

The three "new use" evaluations were:

1. Tydrin: Langlade County Forest, in cooperation with the University of Wisconsin-Madison, 1983 (was actually not a DNR experiment).
2. Bayleton: Hayward Nursery, 1984-1985 - A copy of this report is attached.
3. Furadan: Avoca Wildlife Area, cooperation with U.S. Forest Service, 1984-1985 - A copy of that report is attached.

These pesticides are commonly used in many types of situations, and the evaluations were aimed at expanding the present EPA registration.

In addition to the above information, we have agreed to release to you the report and recommendations from the Committee on Pesticide Programs. A copy of that is attached. In addition to this, I commit to you that we will be glad to furnish you with any future reports and recommendations from this committee.

Sincerely,

C.D. Besadny

Secretary

NEGOTIATING NOTE NO. 19

2001 - 2003 AGREEMENT

MEMO - DNR IDENTIFICATION OF NON-UNIFORMED PERSONNEL

October 29, 1985

IN REPLY REFER TO: 9500

TO:

Dear (to be determined):

This letter addresses your concerns on the identification issue of non-uniformed personnel within the Department of Natural Resources. We have had a standing committee (Manual Code 9122.1) looking at this issue for quite some time.

Various suggestions and reports have come out of this committee, but unfortunately we have not been able to determine, as yet, an economically feasible and acceptable way of universally identifying our non-uniformed employees. This committee is currently chaired by Linda Bochert of my office.

Any input from your counsel will be greatly appreciated.

Sincerely,

C.D. Besadny
Secretary

NEGOTIATING NOTE NO. 20
2001 - 2003 AGREEMENT

OVERTIME FOR FIRE CRASH RESCUE SPECIALIST CLASSIFICATION

Notwithstanding the overtime provisions contained in Article VI of the Agreement, employees in positions in this classification will be eligible for overtime compensation at the premium rate only after they exceed one hundred six (106) hours in pay status in a biweekly pay period. Such compensation may be paid in either cash or compensatory time off at the Employer's discretion.

NEGOTIATING NOTE NO. 21

20013 - 20035 AGREEMENT

**ORDER OF APPLICATION OF TRANSACTIONS INVOLVING PAY
ADJUSTMENTS WHICH OCCUR ON THE SAME DATE**

Any pay adjustment transactions taken under the provisions of the Agreement shall be implemented in accordance with the present provisions of ER 29.04, Wis. Admin. Code unless otherwise stated in this Agreement.

NEGOTIATING NOTE NO. 22

20013 - 20035 AGREEMENT

The language in 11/12/5A may also be applied to part-time educational leaves of absence.

NEGOTIATING NOTE NO. 23

20013 - 20035 AGREEMENT

DUTY DISABILITY BENEFITS

The provisions of s. 40.65, Wis. Stats., as an employee benefit will be continued for all eligible protective status employees covered by these agreements.

NEGOTIATING NOTE NO. 24

20013 - 20035 AGREEMENT

VACATION CARRYOVER FOR UNION BARGAINING TEAM

Employee members of the WSEU master bargaining teams who are unable to schedule their vacation due to ongoing negotiations may carryover unused vacation into the first (1st) six (6) months of the ensuing calendar year.

NEGOTIATING NOTE NO. 25

2001 - 2003 AGREEMENT

TIME REPORTING RECORDS - BLUE COLLAR UNIT

Employee time reporting records shall be made available for inspections upon written request from the local union president. If copies of records are requested, reasonable copy fees will be charged.

NEGOTIATING NOTE NO. 26

2001 - 2003 AGREEMENT

STATE PATROL TROOPERS, INSPECTORS AND POLICE COMMUNICATIONS OPERATORS (PCOs) ASSIGNED TO NATIVE AMERICAN TREATY RIGHTS ENFORCEMENT

The Employer agrees that each State Patrol Trooper, Inspector and Police Communications Operator who is assigned for Native American Treaty Rights Enforcement duty shall be given twelve dollars (\$12.00) for

each night the employee is required to spend away from home, in addition to other compensation to which they are entitled while assigned such duty.

NEGOTIATING NOTE NO. 27
2001 - 2003 AGREEMENT

PCO ELIGIBILITY FOR BAG MEAL

Police Communications Operators (PCOs) who are represented by the Law Enforcement Bargaining Unit who are assigned eight (8) hour shifts or longer at the assigned headquarters or work site without relief for a meal break, are eligible for a bag meal, in the amount prescribed in 13/17/10 of this Agreement, when the following conditions are met:

- A. PCOs must work a minimum of five (5) hours, of a scheduled eight (8) hour shift, in order to claim a bag meal.
- B. PCOs must remain at the assigned headquarters or work site for a minimum of five (5) hours during the assigned shift.
- C. In order for a second bag meal to be claimed, the employee must work a minimum of twelve (12) hours continuously, at the headquarters or work site.
- D. All bag meals claimed must be consumed on the premises.

Upon implementation of this negotiating note, the Union will withdraw any and all grievances relating to meal reimbursement for Police Communication Operators of the Department of Transportation.

NEGOTIATING NOTE NO. 28

20013 - 20035 AGREEMENT

DUTIES OUTSIDE OF POSITION DESCRIPTION

Employees will not be disciplined for refusing to do sign or foreign language interpretation or "formal" classroom training unless explicitly required to do those duties in their position description.

NEGOTIATING NOTE NO. 29

2001-2003 AGREEMENT

ANNUAL LEAVE SCHEDULE - FIRE CRASH RESCUE

For employees in the classifications of Fire Crash Rescue Specialist 1-3 at the Department of Military Affairs, the following Annual leave schedule will apply.

Annual leave shall be based upon seniority date at the rate of:

- A. Ninety six (96) hours each year for a full year of service during the first five (5) years of service.
- B. One hundred and forty four (144) hours each year for a full year of service during the next five (5) years of service.
- C. One hundred and sixty (160) hours each year for a full year of service during the next five (5) years of service.

D. One hundred and ninety two (192) hours each year for a full year of service during the next five (5) years of service.

E. Two hundred and eight (208) hours each year for a full year of service during the next five (5) years of service.

F. Two hundred and forty (240) hours each year for a full year of service for all succeeding years of service.

The above annual leave schedule is based on a regular, recurring work schedule averaging ninety-six (96) hours per pay period during a calendar year. The Employer will prorate annual leave earnings for employees who are scheduled to work more or less than an average of ninety-six (96) hours per pay period on a regular, recurring basis during a calendar year.

The provisions of this note shall take effect for the calendar year beginning January 1, 2003. No other contractual leave or benefits will be affected by implementation of this negotiating note.

NEGOTIATING NOTE NO. 30

2001 - 2003 AGREEMENT

During the course of negotiating the 1993-95 Agreement, representatives from the Department of Corrections and the Union agreed to a dress and grooming code for all uniformed and non-uniformed correctional officers of the Department of Corrections, including the Wisconsin Resource Center.

NEGOTIATING NOTE NO. 31

2001 - 2003 AGREEMENT

FOR INFORMATIONAL PURPOSES ONLY: The current Officer A, B and Officer-Lead classifications will be changed to Correctional Officer and Correctional Sergeant classifications respectively effective December 29, 2002, or the first pay period following the effective date of the Agreement, whichever is later.

Employees in positions classified as Correctional Officer or Correctional Sergeant at either the Department of Corrections or the Department of Health and Family Services shall be eligible for transfer between the two agencies consistent with Article VII, Section 3, of the Master Agreement. Transfers pursuant to this negotiating note are subject to any training requirements imposed by DOC or DHFS.

NEGOTIATING NOTE NO. 32

2001 - 2003 AGREEMENT

Officers who escort inmates to the University of Wisconsin Hospital for medical appointments will be allowed the option of eating bag lunches provided at the U.W. Hospital or to eat at restaurants utilizing the drive through service on the way home from the hospital appointment. Oakhill staff are excluded due to mileage requirements.

In order to avoid creation of overtime, officers will make every effort to stay within normal trip timelines.

NEGOTIATING NOTE NO. 33

2001 - 2003 AGREEMENT

INSPECTOR MEAL POLICY

Effective July 1, 1993

State Patrol Inspectors working fifteen (15) or less miles from their assigned headquarters or at their assigned headquarters are eligible for a bag meal in the amount prescribed in 13/17/10 of the labor agreement. Unless otherwise approved by supervision, shifts will be a straight eight (8) hours without an unpaid lunch period.

Inspectors working more than fifteen (15) miles from their assigned headquarters shall be reimbursed for all actual, reasonable and necessary amounts expended for their meals as prescribed in 13/17/9 of the labor agreement. Unless otherwise approved by supervision, shifts will be eight and one-half (8 2) hours with a half-hour unpaid lunch period.

NEGOTIATING NOTE NO. 34
~~1999-2001~~2003-2005 AGREEMENT

EMPLOYMENT AND TRAINING COUNSELOR PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Employment and Training Counselor:

Employment and Training Counselor (A)	PR 12-04
Employment and Training Counselor (B)	PR 12-05
Employment and Training Counselor (C)	PR 12-06

Concept: This change in class title combines the Job Service Counselor 1, Job Service Counselor 2, Job Service Counselor 3, and Job Service Counselor 4 into the single classification of Employment and Training Counselor.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Employment and Training Counselor classification will be as follows:

Upon appointment to a position allocated to the classification of Employment and Training Counselor, the employee will be paid on the PR 12-04 pay grid/schedule. After twelve (12) months in pay status in classification as an Employment and Training Counselor (A), the employee will be paid on the PR 12-05 pay grid/schedule. After an additional twelve (12) months time in pay status as an Employment and Training Counselor (B) (twelve [12] months at PR 12-04 and twelve [12] months at PR 12-05), the employee will be paid on the PR 12-06 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Employment and Training Counselor		
*Employment and Training Counselor (A)	PR 12-04	Upon appointment
*Employment and Training Counselor (B)	PR 12-05	12 months at the (A) level**
*Employment and Training Counselor (C)	PR 12-06	12 months at the (B) level**

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows:

If an employee has less than twelve (12) months in pay status at the Job Service Counselor 1, the employee will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Job Service Counselor 1 or Employment and Training Counselor (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Job Service Counselor 1, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twenty-four (24) months in pay status as either a Job Service Counselor 1 or Employment and Training Counselor (B) or combination of both.

If an employee has less than twelve (12) months in pay status at the Job Service Counselor 2, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twelve (12) months in pay status as either a Job Service Counselor 2 or Employment and Training Counselor (B) or combination of both.

If the employee has more than twelve (12) months in pay status at the Job Service Counselor 2 or Employment and Training Counselor (B) or a combination of both, the employee will be placed at the (C) pay range assignment (PR 12-06).

Job Service Counselor 3. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

Job Service Counselor 4. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

NEGOTIATING NOTE NO. 35

2001 - 2003 AGREEMENT

(SPS-DOC)

For purposes of this Agreement, "Light Duty" refers to an Officer who is absent from work due to s. 230.36, Wis. Stats., or Worker's Compensation circumstances and who is medically certified to return to work with limitations that prevent him/her from performing his/her regular duties.

"Light Duty" issues will be Locally Negotiated with the following guidelines and considerations: Temporary assignment to a vacant position if appropriate; creation of a post to be used for "Light Duty" accommodations if resources are available; approval of a temporary agreement between two employees to exchange posts; or assignment of duties over and above the normal post orders.

Post orders or position descriptions shall not be changed or altered to include or accommodate "Light Duty", unless mutually agreed between management and the local union.

Officers will not be reassigned from their regular posted positions until the above options have been considered and/or any other options locally negotiated to accommodate a "Light Duty" Officer. In the event a temporary reassignment is necessary to accommodate a temporarily disabled Officer, the reassigned Officer will retain his/her shift and work schedule. Any such reassignments will be by seniority within the same or lower level class of those Officers whose posted positions are appropriate for the particular accommodation.

For employees who return to work with "Light Duty" restrictions, the Employer agrees not to displace employees who are more senior than the employee who is returning to work with "Light Duty" restrictions. No Officer will be reassigned for more than thirty (30) days in any one calendar year unless otherwise agreed to in the Local Agreement.

Provisions for Officers who are medically certified to return to work with limitations due to other than s. 230.36, Wis. Stats., or Worker's Compensation circumstances shall not displace Officers from their regular posted positions unless otherwise locally negotiated.

Prior to any reassignment for "Light Duty" purposes, Management will contact the local union president or his/her designee to discuss the matter.

2003-2005 AGREEMENT (PSS)

LIGHT DUTY

Section 230.36, Wis. Stats.

For a s. 230.36 compensable injury, light duty refers to temporary alternate duties for an employee who is returning to work with medical limitations identified by the employee's attending physician that prevent the employee from performing his/her regular duties.

The Employer will first give consideration to light duty assignments that are as closely related as possible to the employee's normal duties and do not result in a significant impact on co-workers. Other possible options the Employer may consider include:

A. temporary assignment to alternate job duties within classification;

B. temporary creation of a post to be used for light duty accommodations if resources are available;

C. approval of a temporary agreement between two employees to exchange job duties (posts);

D. reallocation of time spent on duties normally assigned.

The Employer agrees not to displace employees with an employee returning to work with light duty limitations.

Local negotiations concerning s. 230.36, Wis. Stats., light duty shall be limited to procedures for implementing light duty pursuant to the options mentioned above.

Upon notification to the union, an employee may be required to submit to physical and/or medical examinations to determine the ability or inability to work light duty. Such examination shall be performed by a physician mutually agreed upon by OSER and Council 24. The costs shall be shared equally by both parties. If a physician cannot be mutually agreed upon within 30 calendar days of notification to the union, such examination will be at the expense of the Employer and performed by a physician selected by the Employer.

Worker's Compensation

Worker's Compensation is administered by the Department of Administration under the provisions of Chapter 102, Wis. Stats. The Department of Administration may delegate this responsibility to an agency (e.g. DOT, UW) but maintains statutory oversight. It is in the best interest of the employee and the Employer to return injured employees to work as soon as they are medically able. Light duty may allow injured workers to temporarily resume partial or alternate duties that accommodate their medical restrictions. Light duty opportunities are subject to the employee's medical restrictions and the Employer's ability to reasonably accommodate them.

Non-Work Related

When requested, employees with non-work related injuries will receive information on available benefits and possible light duty options. At management's discretion, light duty will be provided when available. The

decision to deny light duty shall not be arbitrary. Current local agreements and practices concerning light duty will be extended unless mutually agreed otherwise.

NEGOTIATING NOTE NO. 36
20013 - 20035 AGREEMENT

NOTICE OF SUSPENSIONS WITH PAY

The Employer agrees that when a written note of suspension with pay, pending an Employer investigation, is sent to an employee, a copy of the notice will also be provided to the Local Union president or his/her designee.

NEGOTIATING NOTE NO. 37
20013 - 20035 AGREEMENT

CORRESPONDENCE/MEMORANDUM
STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS

DATE: June 18, 1993

TO: Agency Heads

FROM: Jon E. Litscher, Secretary
Department of Employment Relations

SUBJECT: Layoff

During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, prolonged discussion was held concerning the issue of Layoff and the provisions of Article VIII of the WSEU Agreement. The Union's concerns centered primarily around the issues related to timely communication to employees of the Employer's decisions to layoff employees and assistance to employees designated for layoff. To address these concerns while operating within the current language of the Agreement, it is recommended that agencies:

(1) Provide maximum notice to employees designated to be laid off so as to allow them maximum time to explore alternative employment options. In many cases, this maximum notice may well exceed current labor agreement requirements; and

(2) Provide for the appointment of an "Agency Coordinator," when thirty (30) or more employees are designated for layoff, to assist those employees in exploring their options; and

(3) Give serious hiring consideration to qualified employees of other agencies who have been designated in writing as "at-risk" of future layoff or have received notice of layoff, combined with the hiring of individuals from the Civil Service Certification Eligibility List(s).

Incorporating the above recommendations into your layoff and hiring plans and procedures will help your employees deal with the inherent uncertainties present when facing a layoff.

cc: Agency Personnel Office
Agency ER Representatives

NEGOTIATING NOTE NO. 38

20013 - 20035 AGREEMENT

CORRESPONDENCE/MEMORANDUM
STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS

DATE: June 9, 1993

TO: Agency Heads

FROM: Jon E. Litscher, Secretary
Department of Employment Relations

SUBJECT: Alternative Work Schedules

During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, the issue of Alternative Work Schedules was raised by Union Representatives. More specifically, those Representatives indicated that it was their perception that requests for alternative scheduling arrangements were being rejected out-of-hand with little or no discussion between employees, union and supervisors.

The purpose of this memo is to remind all Employer representatives to review the provisions of Article VI, Section 15 (Alternative Work Patterns) and the intent of that provision. The intent was to reflect the Employer's strong encouragement of Agencies to consider and work toward the development of such working arrangements. Due consideration should be given such requests and out-of-hand rejection should be avoided. Especially important is the serious consideration of such requests and an open and frank discussion with

employees and the Union. Keep in mind, also, that implementation of alternative work pattern arrangements is only with the mutual agreement of the Union.

The Union has also been advised that requests for Alternative Work Schedules that are not approved may be referred to Agency Employment Relations or Personnel Offices to assure such requests were handled in accordance with the intent of Article VI, Section 15.

cc: Agency Personnel Directors
Agency Employment Relations Representatives

NEGOTIATING NOTE NO. 39

20013 - 20035 AGREEMENT

**STATE OF WISCONSIN
DEPARTMENT OF EMPLOYMENT RELATIONS**

June 18, 1993

Mr. Marty Beil

Executive Director

AFSCME Council 24

Wisconsin State Employees Union

5 Odana Court

Madison, WI 53719

Dear Marty:

As discussed with Sue Christopher of the Department of Transportation, the Division of Merit Recruitment and Selection would be happy to make our computer-based version of the **Current Employment Opportunities Bulletin** and the **State Employee Promotional and Transfer Bulletin** available to your union, for use restricted to WSEU Council 24.

Our preference would be to make it available to you through electronic transmission, as we do for state agencies. Each week, we make the bulletins available for downloading to state agencies. Each agency downloads the bulletins via modem.

Please contact Dr. Dennis Huett of my staff to make arrangements. His telephone number is 266-3634.

If you have any questions or need more information, please contact me or Dr. Huett.

Sincerely,

Robert J. Lavigna

Administrator

Division of Merit Recruitment and Selection

cc: Mr. Joe Pellitteri

Mr. Glen Blahnik

Dr. Dennis Huett

Ms. Sue Christopher

NEGOTIATING NOTE NO. 40

20013 - 20035 AGREEMENT

If, during the term of the 1995-1997 Agreement, the Employer determines that electronic deposit of dues and/or the electronic transfer of information to the local union is feasible, the Employer will discuss implementation with Council 24.

NEGOTIATING NOTE NO. 41

20013 - 20035 AGREEMENT

Dues deduction reports from the University of Wisconsin-Madison payroll system will continue on a monthly basis pending consolidation of the University of Wisconsin payroll functions. Representatives from Council 24 and the University of Wisconsin Central Payroll shall meet for the purpose of determining reporting requirements to meet the needs of the Union.

NEGOTIATING NOTE NO. 42

20013 - 20035 AGREEMENT

The ~~Department~~ Office of State Employment Relations and the Union agree to discuss the information and format of the information provided to the local unions under 2/4/2 and 5/2/1. The purpose of this discussion will be to clarify the needs of the Union and implement changes where possible.

NEGOTIATING NOTE NO. 43

20013 - 20035 AGREEMENT

September 13, 1993

TO: Marty Beil

FROM: Joe Pellitteri

RE: 1993-1995 Pay Progression Systems (Grids)

In negotiating pay progression systems (grids) under the 1993-1995 contract, it is the Employer's intent to establish pay structures which can continue from one contract to another. Continuance of the grids is, of course, dependent on the State's economic constraints at the time new contracts are being negotiated.

NEGOTIATING NOTE NO. 44
20013 - 20035 AGREEMENT

September 13, 1993

TO: Marty Beil

FROM: Joe Pellitteri

RE: Raised Minimum Rates (RMRs), Hiring Above the Minimum (HAM)

In that seniority pay grids have been negotiated for the 1993-1995 WSEU contract, the Employer will not implement RMRs or approved HAM requests for classifications covered under the contract for the life of the Agreement.

Seniority pay grids are designed to place employees at pay rates commensurate with their seniority.

NEGOTIATING NOTE NO. 45

20013 - 20035 AGREEMENT

TRANSFER

The Department of Employment Relations will issue a memorandum stating that the classification of the position being posted for transfer should have an accurate, up-to-date position description.

NEGOTIATING NOTE NO. 46

2001 - 2003 AGREEMENT

Annual state owned vehicle automobile or truck assignments for highway construction (D.O.T.) shall be made wherever possible prior to April 1 of each year. Employees assigned such vehicles shall retain such vehicles for the duration of the annual construction season (April 1 - March 31) while assigned to the field, unless mutually agreed otherwise. Employees not assigned a state-owned automobile or truck shall not be required to accept a subsequently available state-owned automobile or truck during the remainder of that annual construction season while assigned to the field, unless mutually agreed otherwise.

NEGOTIATING NOTE NO. 47

20013 - 20035 AGREEMENT

COUNTERPART PAY RANGE COMPARISON CHART

It is the agreement of the parties to include as an appendix to the WSEU Master Agreement the counterpart pay range comparison chart of the WSEU represented classifications as produced by the ~~Department Office of State of~~ Employment Relations. WSEU Council 24 will be provided with updates.

NEGOTIATING NOTE NO. 48

2001 - 2003 AGREEMENT

PASSING OF MEDICATION

In the Department of Corrections, the Employer recognizes that while the passing of medication by Correctional Officers and Youth Counselors is an assigned job duty, the knowledge for the performance of this job duty is outside the scope of their profession.

Therefore, the Employer agrees that no discipline, or liability, will be imposed upon any Correctional Officer or Youth Counselor for unintentional errors made during the passing of medication.

The Employer also agrees not to expand the passing of medication to those institutions/centers not currently performing those duties, unless the Employer can demonstrate that there is no other practicable means to distribute medication within those institutions/centers.

NEGOTIATING NOTE NO. 49

20013 - 20035 AGREEMENT

LEADERSHIP INSTITUTE

The Employer and the Union will meet and collaborate to establish a leadership institute. The purpose of this institute is to create a forum for developing leadership skills and an environment to create a process of change and problem solving for those in the public sector. The structure, format and funding will be established through mutual agreement.

NEGOTIATING NOTE NO. 50
20043 - 20035 AGREEMENT

During the course of the 1995-1997 labor contract negotiations, discussion was held concerning the use of VDT/CRT equipment.

It is the mutual intent of the parties to reduce the risk of workers compensation claims and improve overall productivity. The agencies agree to keep a record of all VDT/CRT related workers compensation injuries. Employees are encouraged to take periodic breaks from VDT/CRT use and practice appropriate exercises.