



# State of Wisconsin

LEGISLATIVE REFERENCE BUREAU

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

Requested Material Be Added to File: 07/19/2005 (Per: RAC)



## Appendix – Part 09 of 10

☞ Attached materials added to the drafting files of

Senate Bills 261, 262, 263, and 264

☞ The attached 2005 draft was incorporated into the new 2005 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2005 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 2005 drafting file. The drafting file was then returned, intact, to its folder and filed.

**MEMORANDUM OF UNDERSTANDING NO. 11**  
**20013 - 20035 AGREEMENT**

May 1, 1995

**MEMORANDUM**

**To:** Agency Heads  
Agency Business and Finance Directors  
Agency Human Resources Directors

**From:** Jon E. Litscher, Secretary  
Department of Employment Relations

**Subject:** **Dues Deduction Collections (Article II, Section 2/7)**

During the course of negotiations for the 1995-97 Master Agreement with the Wisconsin State Employees Union, the matter of adjustments to mistaken dues deductions was discussed. Specifically, it came to the attention of the Employer that in some cases, where an excessive amount of dues has been erroneously deducted from an individual's wages, agencies have taken it upon themselves to correct the over-deduction by adjusting the deduction in the following pay period. There is generally no correction where an insufficient amount has been deducted.

The provisions of Article II, section 2/7 hold the Employer harmless for errors made in dues deduction, and are intended to prevent the excessive entanglement of the Employer in that process. Therefore, it is the purpose of this memorandum to remind Agency Business and Finance Departments and payroll officers not to unilaterally correct excessive dues amounts collected in error from WSEU-represented employees. The appropriate recourse for an employee who has had an excessive amount of dues deducted is for that employee to contact the Union directly.

Agencies should continue the practice of making no correction, except for future transactions where necessary for insufficient deduction amounts.

cc: Agency Payroll Managers

**MEMORANDUM OF UNDERSTANDING NO. 12**  
**20013 - 20035 AGREEMENT**

**MEMORANDUM**

**Date:** May 23, 1995

**To:** All WSEU Represented Employees

**From:** Martin Beil, Executive Director  
AFSCME Council 24, WSEU  
Jon E. Litscher, Secretary  
Department of Employment Relations

**Subject:** Direct Deposit of Payroll Checks

During the course of discussions during the 1995-97 labor contract negotiations with the Wisconsin State Employees Union, problems with paycheck distribution were identified by both WSEU and Employer representatives. Items of concern identified by the parties include: security against lost or stolen checks, the considerable increase in the cost of postage and handling in recent years, paychecks which are lost in the mail cause significant delays in the availability of employee funds, the time and expense of canceling and reissuing checks to replace those that were originally lost (including remailing the replacement checks), and the need to maintain detailed records of reissues for reconciliation purposes.

It is recognized by the parties that it is in the best interest of both to minimize unnecessary delays and expenses related to the distribution of payroll checks. Therefore, both WSEU and DER strongly encourage all state employees to set up direct deposit of payroll checks with their financial institution(s).

Direct deposit would virtually eliminate problems that are currently being experienced by both the employees and the agency payroll offices.

## MEMORANDUM OF UNDERSTANDING NO. 13

### 20013 - 20035 AGREEMENT

#### LAYOFF

The Employer and the Union agree that retaining career-oriented, permanent employees is in the best interest of the State.

The Employer believes that the State must protect the investment it has made in its work force. To this end, the Employer is committed to the notion that State agencies must maintain the most effective and efficient employees. In view of State budget reductions, the Employer will encourage and adopt innovative techniques that enhance the effectiveness of current civil service procedures. To that end, DOSER, DMRS and all State Agencies will use the Employee Referral Service (ERS) as outlined in DER Bulletin MRS-223/CLR/POL-70, dated February 13, 2002, to retain the most qualified employees.

During this biennium, agencies may be required to significantly reduce their budgets, resulting in the potential displacement of permanent employees. In order to protect the State's investment and ensure the quality of State services, the parties agree to the following:

- In those employing units affected by staff reductions, the Employer will review its staffing needs and allocation patterns to retain permanent employees where possible. The Union will make every effort to cooperate with the Employer in the mutual interest of maintaining employment for potentially displaced employees.
- All State agencies will make every effort to accommodate and provide services to qualified permanent employees in layoff status prior to hiring non-state employees.
- DOSER has implemented a system which will help achieve the State's "no layoff" goal and will continue to maintain the ERS for the life of this Agreement.
- If operations, functions and employees are moved from one agency to another and as a result, layoffs are generated, the affected employees will have restoration and reinstatement rights as outlined in Article VIII, Layoff Procedure, of this Agreement.
- The Employer will give consideration to accommodate qualified full-time permanent employees who are in layoff status from other employing units and agencies prior to utilization of the hiring process or engaging programs (i.e., Wisconsin Conservation Corps, Badger State Industries, etc).

- The Employer and the Union will work together to secure funding for the purpose of establishing re-training programs focused on displaced state workers.

The above provisions will be in place for the duration of the 2001-2003 collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING NO. 14 Amended**  
**20013 - 20035 AGREEMENT**  
**DEPARTMENT OF CORRECTIONS**

The parties agree that during the course of the 2001-2003 labor Agreement, the following practices and procedures will be followed regarding Probation and Parole Agent caseloads:

- By mutual agreement, 215 points\* comprise a full caseload and is predicated on a forty (40) hour workweek.
- If a caseload exceeds 215 points\*, the supervisor will have five (5) work days to provide relief by considering a number of options, including assigning work to another agent or waiving standards. If the point total cannot be reduced in those five (5) work days, the agent will be allowed to work one (1) hour of overtime per week for every 5.5 points his/her caseload exceeds the 215 point\* standard.
- Some limited specialized work units will be excluded from the 215-point caseload maximum. Mutual agreement as to these work units will be worked out between the Secretary of the Department of Corrections, the Regional Chief(s), DOC Employment Relations, AFSCME Council 24 and the local union.

For the Union  
 Martin Beil  
 Executive Director,  
 AFSCME Council 24

For the Employer  
 Matthew J. Frank  
 Secretary  
 Department of Corrections

\*Points listed are by mutual agreement and for the sole purpose of implementing this memorandum of understanding.

**MEMORANDUM OF UNDERSTANDING NO. 15**

**20013 - 20035 AGREEMENT**

The Employer and the Union agree that it is in the interests of the parties to explore the possibility of implementing "Alternative Dispute Resolution" programs.

The parties agree to establish a Joint Study Committee to review the concepts and applications of alternative dispute resolution programs. The Joint Committee will be composed of an equal number of representatives from Council 24, AFSCME, and the State of Wisconsin. The Joint Committee will meet during the term of the Agreement and provide its report to the parties by no later than December 31, 1998. Employees who are appointed by Council 24 as representatives to this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.

**MEMORANDUM OF UNDERSTANDING NO. 16**

**20013 - 20035 AGREEMENT**

In regards to Probation and Parole Agents in the Department of Corrections, Article 6/2/2 (PSS) and Article 6/2/2 (ALL) shall be interpreted as follows:

The parties agree that Probation and Parole Agents work flexible schedules within a 40-hour work week, allowing adjustment around the beginning and ending times. Work schedules will normally be determined on a weekly basis with schedule approval by the supervisor.

It is understood that compensatory time will be earned only under the following conditions and that an agent's hours will not be reduced to conform to a 40-hour work week.

- Telephone calls received under Article 6/16/2 (PSS) and Article 6/16/3 (PSS) of the labor agreement.
- Employer directed work time outside of the approved work schedule. This is work time specifically directed in advance by a supervisor and includes attendance at court hearings and revocation hearings.
- Employer approved work time outside of the approved work schedule. This is work time (normally approved in advance) where the supervisor determines that the agent cannot flex his/her schedule in order to stay within a 40-hour work week due to workload demands.

- Emergencies that occur during non-work hours. An emergency is defined as an offender related incident that poses a threat to the public safety which, if not immediately addressed, may result in irreparable harm to the community or the offender.

The parties agree to review and discuss this memorandum of understanding as to its workability.

For the Union

For the Employer

Karl Hacker

Michael Sullivan

5/13/96

5/13/96

**MEMORANDUM OF UNDERSTANDING NO. 17**  
**20013 - 20035 AGREEMENT**

**Beepers**

In response to the Union's concerns that Social Workers in the Milwaukee Child Protection Services Program, and the Department of Corrections Clinical Service Staff employees, because of the nature of their positions, are required to carry "beepers" during off-duty hours and respond to work-related calls, the Department of Health and Family Services, and the Department of Corrections, through this Memorandum of Understanding agrees that:

A. Those Social Workers and Clinical Service employees, required to respond to contact by beepers or pagers during off-duty hours, shall be informed of this requirement by their supervisor.

B. A Social Worker or Clinical Service employee, required to respond to contact by beeper, or pager, during off-duty hours, shall be entitled to the following compensation:

1. A fee equal to one (1) hour of pay at the employees current hourly rate of pay for each regularly scheduled day of the work week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum of five (5) hours of pay per work week. This payment, or fee, shall not increase the employees hours for the purpose of the calculation of overtime.

2. A fee of twenty-four dollars (\$24.00) for each regularly scheduled off day of the week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars (\$48.00) per calendar week.

The above provisions will be in place for the duration of the 20013 - 20035 WSEU collective bargaining agreement.

For the Employer,  
Department of Health and Family Services

For the Union, Council 24

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Kenneth DePrey

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Martin Beil

Department of Corrections

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Hamdy Ezalarab

**MEMORANDUM OF UNDERSTANDING NO. 18**  
**20013 - 20035 AGREEMENT**

During the course of negotiations for the 1997-99 Agreement with the Wisconsin State Employees Union, Local 2748 raised concerns regarding the perception that some Probation and Parole Agents were being required to carry "beepers" during off-duty hours and respond to work-related calls.

In regards to this concern, the Department of Corrections, through this Memorandum of Understanding, would like to clarify the use of beepers and/or pagers by Probation and Parole Agents during off-duty hours.

The Department agrees that Probation and Parole Agents will not routinely be required to respond to contact by beepers or pagers during off-duty hours. Should a supervisor believe that it is necessary for a Probation and Parole Agent to respond to contact by a beeper or pager during off-duty hours, the decision to authorize such a requirement shall be made by the Division Administrator. In the event that a Probation and Parole Agent is required to respond to contact by a beeper or pager during off-duty hours, the agent shall be informed of this requirement in writing.

Once a probation and parole agent is informed in writing of the requirement to respond to contact by beeper or pager during off-duty hours, he/she shall be entitled to the following compensation:

X A fee equal to one (1) hour of pay at the employee's current hourly rate of pay for each day of the week (Monday - Friday) that the employee is required to respond to contact by beeper or pager during off-duty hours. This payment shall not increase the employee's hours for the purposes of the calculation of overtime.

X A fee of twenty-four dollars (\$24.00) for each Saturday and/or Sunday that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars (\$48.00) for the weekend.

The above provisions shall be in place for the duration of the 20043 - 20035 collective bargaining agreement.

For the Employer,  
Department of Corrections

For the Union, Council 24

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Eurial Jordon

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Martin Beil

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William Grosshans

June 13, 1997

**MEMORANDUM OF UNDERSTANDING NO. 19**  
**20043 - 20035 AGREEMENT**

During the course of negotiating the 1997-1999 Agreement, there were discussions regarding the mutual benefit of the development of an electronic contractual transfer system. Both the Union and the Employer recognized that many factors would affect the development of such a system and that establishing a deadline for implementation was unrealistic. Both parties agreed to recommend that steps be taken when possible toward the development of an electronic transfer system. The recommendations of the Transfer Committee will be

incorporated in a letter to Robert Lavigna, Administrator of the Division of Merit Recruitment & Selection. The letter would contain the following language:

The Transfer Committee of the 1997 State of WI/WSEU bargaining team devoted a great deal of time to the electronic posting of transfer opportunities throughout Wisconsin state civil service. We recognized that technology is not yet standardized among all state agencies and that many other factors would impact the development and use of such a system. Rather than pursuing contract language requiring the development of a system now, the committee unanimously opted to recommend to OSER that steps be taken toward the development of an electronic transfer posting for all civil service transfer opportunities.

We were particularly impressed with the existing Layoff Referral System, and believe that it could easily be the foundation for electronic transfer postings. Stan Rogers, from the Wisconsin Department of Administration, met with our committee and suggested that a relatively small amount of programming would be needed to expand the Layoff Referral System to include the features we would like the future Electronic Transfer Posting System to contain.

Due to the short posting periods for transfer eligibility, and the mail service delays experienced by many rural Wisconsinites, the committee would like the future Electronic Transfer Posting System to be an interactive system, which would permit candidates to apply or respond directly from the posting. Building on the current Layoff Referral System's interactive features with participating agencies, we would like each listing to contain a button to click on which would bring up an electronic application form. Candidates should be able to complete their individual information and electronically send it to the sponsoring agency. The sponsoring agency should be able to preselect where transfer responses arrive--a particular Personnel Specialist, or a dedicated electronic mailbox. Additionally, since some transfer postings require submission of a resume, we would like a template to be available with the click of a button for candidates to complete and send electronically.

Lastly, we would expect the future Electronic Transfer Posting System to be accessible by Email, the Internet and Usenet. Since not all candidates are computer-literate or have access to a connected computer, we would expect the future system to be supplemental to existing agency contractual transfer procedures.

In summary, we urge you to incorporate the building of an Electronic Transfer System into your business plans as soon as possible. The system should:

- Build upon the existing Layoff Referral System structure and procedures

- Be interactive with the use of "hot buttons"
- Contain user complete & send application forms
- Contain user complete & send resume templates
- Contain pre-targeted response buttons for easy, accurate applications
- Automatic purging of listings at expiration
- Remote access for direct uploading of vacancies by sponsoring agency
- Accessible by Email, Internet and Usenet
- Be complementary to existing agency transfer procedures

This provision will sunset on June 30, 20035 unless mutually agreed to extend.

**~~MEMORANDUM OF UNDERSTANDING NO. 20~~**

**~~2001 - 2003 AGREEMENT~~**

**~~DOT Law Enforcement Vehicles~~**

~~(LE) The parties agree that the subject of sufficient law enforcement vehicles available for assignment to all sworn law enforcement officers in the Division of State Patrol will be a proper subject for labor/management discussions.~~

~~For the Employer \_\_\_\_\_ For the Union \_\_\_\_\_~~

~~Department of Transportation \_\_\_\_\_ For the Union, Council #24 \_\_\_\_\_~~

~~Darren Price \_\_\_\_\_ Karl Hacker \_\_\_\_\_~~

**MEMORANDUM OF UNDERSTANDING NO. 21**

**20013 - 20035 AGREEMENT**

**Joint Independent Medical Examiners**

During the course of the 1999-2001 contract negotiations, discussions were held concerning the establishment of a system of selecting mutually agreed-upon physicians to perform Independent Medical

Examinations for the purpose of resolving conflicting evidence and disputes relating to the medical condition(s) of employees.

It is the mutual interest of the parties that the ~~Department~~Office of State Employment Relations and WSEU Council 24 meet and collaborate in an attempt to establish a program and procedures for mutually agreed-upon Independent Medical Examiners and/or Examinations.

**~~MEMORANDUM OF UNDERSTANDING NO. 22~~**

**~~2001 - 2003 AGREEMENT~~**

**~~State Patrol Residency Policy~~**

~~(LE) During the course of negotiating the 1999-2001 Agreement, there were extensive discussions in the Law Enforcement Bargaining Committee regarding Residency Requirements established within the Division of State Patrol. It was clearly identified that there were many interests/concerns in regards to residency by both the Employer and the Union. Several options were also identified through discussions. It is the intent of this memorandum to state clearly that the Division of State Patrol Management maintains a constant and consistent interest in the concerns of its employees. Because of the magnitude of this issue, it is understood that the Division of State Patrol and AFSCME Council 24, WSEU, Local 55 will handle this issue through Division Labor/Management meetings.~~

**MEMORANDUM OF UNDERSTANDING NO. 23**

**20013 - 20035 AGREEMENT**

**Parking and Transit**

(AS, BC) During the course of the 1999-2001 negotiations, the Union and the Employer attempted to address mutual concerns regarding parking and transit issues. These included, but are not limited to costs to all parties, pollution, inefficient land use and wasted time and resources. It was agreed to encourage the establishment of a Joint Committee to consider parking and transit problems and recommend solutions. The Committee is particularly encouraged to examine existing programs such as the "Commuter Value Pass" at the University of Wisconsin - Milwaukee, the "Transit Pass/Fare Cutter Card" at the University of Wisconsin - Madison, etc. The Committee should include at least one (1) Union representative who works in such a program.

## **MEMORANDUM OF UNDERSTANDING NO. 24**

### **20013 - 20035 AGREEMENT**

(AS, BC) A Joint Committee on Alternative Work Patterns, consisting of three (3) representatives designated by the Union and three (3) by the Employer, shall be established for the purpose of developing resource document(s) to aid in addressing Alternative Work Patterns as provided for in Article 6, Section 15. Members of this committee shall serve without loss of pay or benefits.

## **MEMORANDUM OF UNDERSTANDING NO. 25**

### **20013 - 20035 AGREEMENT**

#### **TEMPORARY TRANSACTION RATE FOR SELECT VOLUNTARY DEMOTIONS**

#### **DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION**

The parties agree that during the course of the 20013 - 20035 Labor Agreement, the Department of Agriculture, Trade and Consumer Protection will continue a pilot program that will allow employees classified as Food Safety Inspector-Objective and Meat Safety Inspector-Objective to voluntarily demote as follows:

- Voluntary demotion to a different geographic headquarters location.
- Employees classified as a Food Safety Inspector-Objective who request and are appointed on a voluntary demotion to a Meat Safety Inspector-Entry position will maintain their current rate of pay for one year (temporary transaction rate).
- Employees classified as a Meat Safety Inspector-Objective who request and are appointed on a voluntary demotion to a Food Safety Inspector-Entry position will maintain their current rate of pay for one year (temporary transaction rate).

If, at the end of that one year, management determines that the employee has not met the criteria to be reinstated to the objective level of their current Entry level classification, the temporary transaction rate will cease and the employee's base pay will be set at the grid rate that corresponds to the employees grid seniority in their current Entry level classification.

Exercising the voluntary demotion procedure outlined in this memorandum of understanding does not supersede the provisions of 7/1/1.

The above provisions will be in place for the duration of the 2004~~3~~ - 2003~~5~~ collective bargaining agreement. The parties agree to review this memorandum of understanding during the next contract negotiations and by mutual agreement may extend the provisions outlined above.

**MEMORANDUM OF UNDERSTANDING NO. 26**  
**2004~~3~~ - 2003~~5~~ AGREEMENT**  
**INJURED WORKERS RE-EMPLOYMENT**

It is mutually agreed that it is in the best interest of the State to retain capable, trained employees and to protect the investment it has made in its workforce.

If/When the Employer determines an employee has a bona fide worker's compensation or s. 230.36 claim, and the employee can no longer perform the essential functions of his/her current position, the Employer, prior to ~~taking steps to medically terminate the individual~~ medical termination, in accordance with s. 230.37(2), Wis. Stats., will make a good faith effort to do the following: transfer the employee to a position which requires less arduous duties; demote the employee; place the employee in a part-time position; or as a last resort, dismiss the employee. Prior to dismissal, the Employer will refer the employee to the State Injured Worker Re-employment Program, which will assess the employee's skills and work with the Employer to evaluate reasonable accommodation options that may avoid the medical termination. The referral to the program may occur at the employee's request when the Employer receives medical verification that the employee may no longer be able to perform the essential functions of the position at the end of healing. The referral shall occur at least sixty (60) days prior to the effective date of the medical termination.

When an employee is notified that medical termination is being considered, the local union president will be notified. Within ten (10) calendar days of this notification (unless mutually agreed to otherwise), at the Union's request, the Employer and the designated union representative will meet to discuss the employee's options.

Prior to medically terminating the employee, the Employer will make a good faith effort to meet or teleconference with the employee to discuss the employee's options. The employee will be offered a designated union representative to be present at the discussion. Inability of the designated union representative to be present shall not unduly delay the discussion.

A grievance filed in response to a medical termination will be covered under 4/2/10 of this aAgreement.

If the employee is medically terminated and is referred to the State Injured Worker Re-employment Program by a risk management examiner, the Program will provide information about vocational rehabilitation, including DVR programs, and on employment, including training and possible re-employment for vacant positions that may be suitable for the employee.

If the employee voluntarily accepts a position that results in a reduction in their rate of pay as a result of a s. 230.36 injury, his or her pay shall be set in accordance with section E./2. of Appendix 5 of the Agreement.

**MEMORANDUM OF UNDERSTANDING NO. 27**

**20013 - 20035 AGREEMENT**

**Security and Public Safety Unit (SPS)**

**TRANSFERS**

Within Department of Corrections institution employing units, Youth Counselors and Correctional Officers who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave shall be considered eligible to transfer pursuant to Article 7/1/1.

Other state agencies may consider SPS employees who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave for transfer on a case-by-case basis.

This provision will sunset on June 30, 2003 unless mutually agreed to extend.

**MEMORANDUM OF UNDERSTANDING NO. 28**

**20013 - 20035 AGREEMENT**

**Department of Corrections**

(SPS) Within the Department of Corrections, when it is determined that an employee has been wrongfully ordered for overtime, the appropriate remedy shall be as follows, unless otherwise agreed locally:

- 1) If the employee has not yet been paid, ~~The~~ employee will have the option of choosing cash or compensatory time for the ordered time;

- 2) If it is ~~determined~~ after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent period. Example: If an employee is wrongfully ordered for four (4) hours of overtime, if his/her next overtime opportunity is in excess of four (4) hours, the employee will have the option of cash or compensatory time for four (4) hours of those overtime hours. The remainder of the overtime will be paid as the Employer may elect.

The Employer also agrees that in addition to the choice of the above remedies, the affected employee will be allowed to use his/her accumulated leave time, equal to the hours wrongfully ordered, with five days notice to the Employer. No more than one employee will be allowed off on the same shift on the same day under this MOU.

This memorandum of understanding shall sunset on June 30, 2035 unless mutually agreed to extend.

## MEMORANDUM OF UNDERSTANDING NO. 29

### 2013 - 2035 AGREEMENT

#### Machinist Apprenticeship

Apprenticeship

Department of Workforce Development

Dear:

We request assistance in developing and implementing an apprenticeship program in the trade of machinist at the University of Wisconsin – Madison for Instrument Makers and Mechanics. There has been some limited experience with apprenticeships in this area, but we are seeking to create a more permanent joint initiative.

Both the Wisconsin State Employees Union and the University of Wisconsin – Madison are excited about working together to make this program successful. We feel strongly that we can add value to our work force and ultimately benefit the affected employees. Please contact either of us to initiate the process.

Thank you for your cooperation.

Sincerely,

Martin Beil, Executive Director	James Stratton, Director
Wisconsin State Employees Union	Classified Personnel
Telephone: 836-0024	University of Wisconsin – Madison
	Telephone: 262-3806

**MEMORANDUM OF UNDERSTANDING NO. 30**  
**2004~~3~~ - 2003~~5~~ AGREEMENT**

**Between**

**AFSCME Council 24, Wisconsin State Employees Union (WSEU) and  
the Department of Natural Resources (DNR)**

During negotiations on the 1999-2001 WSEU Collective Bargaining Agreement, the WSEU/DNR Negotiating Subcommittee began discussions on the issue of transfer between the classifications of Environmental Warden, Safety Specialist Warden and Special Investigative Warden and voluntary demotion from these classifications to Conservation Warden.

The parties agree that this issue will continue to be a subject for discussion between representatives of DNR, AFSCME Council 24 and WSEU Local 1215 during the term of the 2004~~3~~ - 2003~~5~~ Agreement. Up to three (3) bargaining unit employees will participate in meetings without loss of pay.

**FOR THE EMPLOYER:**

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James R. Federhart,  
Employee Relations Manager  
Department of Natural Resources

Date

**FOR THE UNION:**

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Karl Hacker, Assistant Director

Date

AFSCME Council 24-WSEU

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Randal G. Rossing

Date

WSEU Security & Public Safety

Bargaining Team Representative

**MEMORANDUM OF UNDERSTANDING NO. 31**

**20013 - 20035 AGREEMENT**

**Between**

**AFSCME Council 24, Wisconsin State Employees Union (WSEU) and  
the Department of Natural Resources (DNR)**

During negotiations on the 1999-2001 WSEU Collective Bargaining Agreement, an issue was raised by the WSEU regarding the DNR's use of limited term employees in the LTE Ranger classification to perform law enforcement duties and the impact of this LTE use on the ability of bargaining unit employees in the Ranger-Operations (formerly Ranger 1) classification to be reclassified to the Ranger-Law Enforcement (formerly Ranger 2) classification.

Beginning in calendar year 2000, the DNR agrees to address this issue by reviewing and implementing increases in their percentage of law enforcement duties assigned to bargaining unit Rangers in order to facilitate their reclassification. These actions will be taken starting in 2000 to the extent practicable depending on commitments already made to the hiring of limited term employees and the willingness of bargaining unit Rangers to work during the hours when the law enforcement need is greatest.

The parties agree that representatives of DNR management and the Union will meet at mutually agreed times as necessary to further discuss this issue. Up to three (3) bargaining unit employees will participate in any meetings without loss of pay.

**FOR THE EMPLOYER:**

James R. Federhart,  
Employee Relations Manager  
Department of Natural Resources

Date

**FOR THE UNION:**

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Martin Beil, Executive Director  
AFSCME Council 24-WSEU

Date

**MEMORANDUM OF UNDERSTANDING NO. 32  
20013 - 20035 AGREEMENT**

**Experiential Recreation Specialists and Youth Counselors**

In response to the Union's concern that Experiential Recreation Specialists and Youth Counselors, because of the nature of their positions, are required to camp overnight with youth, the Department of Corrections through this Memorandum of Understanding agrees that:

- A. A sleep-time equal to one (1) hour of base pay will be paid for each night that the employee is required to camp overnight with youth.
- B. This fee shall not increase the employee's hours for the purpose of the calculation of overtime.
- C. This fee is in addition to wages paid for actual work time, including interrupted sleep-time.

**MEMORANDUM OF UNDERSTANDING NO. 33  
20013 - 20035 AGREEMENT**

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong relationship between Labor and Management at all levels of state government at work sites across Wisconsin.

It is further agreed that the Union and Management will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as the result of improved cooperation. Such cooperation is intended to create opportunities for each employee (whether Union

official or Manager, represented or non-represented employee) to work individually and collectively to strengthen and change state government for the better.

It is agreed that the emphasis will be on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on "interests" rather than "positions" and emphasizing objective rather than personally subjective criteria and data to evaluate and select options.

Finally, it is agreed that in the interest of fostering a strong Labor/Management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all appointing authorities and Union officials to take steps toward "institutionalizing" cooperative and collaborative work improvement projects at all levels of state government. It is expected that the parties will identify mutual problems and concerns and will mutually develop action plans for their resolution. Further, it is recommended that project teams, committees, or work groups be created as the need arises to facilitate the problem solving process.

Upon the mutual request of the appointing authority and the local Union, the Employer and AFSCME Council 24 staff will provide technical assistance to local employing units by providing training and on-site assistance to Union/Management teams at specific work sites. The Employer and AFSCME Council 24 may also agree to pilot unique solutions not specifically authorized by other language of this contract, to solve workplace problems.

Peter Fox, Secretary

Martin Beil

Department of Employment Relations

AFSCME Council 24

**MEMORANDUM OF UNDERSTANDING NO. 35**  
**20013 - 20035 AGREEMENT**

Due to the ever-changing technological job environment of AS employees, it is recognized that on-going training to improve and update computer skills and knowledge will provide needed job skills to employees and skilled, competent employees to the Employer.

To accomplish this, the Employer shall make a good faith effort to grant requests for such training consistent with Article XI, Section 12, when requested by AS employees.

## **MEMORANDUM OF UNDERSTANDING NO. 36**

### **20013 - 20035 AGREEMENT**

The grievance process is the formal method the parties have adopted for the resolution of contractual disputes. Pre-Filing was developed in response to Union and Employer concerns that few grievances were resolved at the first-line supervisor level. In most cases, the inclusion of the supervisor in the formal grievance was ineffective in resolving disagreements, created frustrations and was unnecessarily time-consuming. It was agreed that the supervisor should not be by-passed in the process but should be given an informal opportunity to attempt to resolve the problem.

As a result of discussion during the 2001-03 negotiations, the parties agreed to the following clarifications as to how the Pre-Filing process will be handled:

1. The grievance representative will contact the immediate supervisor identifying a potential grievance and discussing whether a potential solution is possible.
2. The supervisor will attempt to resolve the problem. If no resolution can be reached, the supervisor will inform the grievance representative.
3. If the supervisor seeks to resolve the problem, s/he will keep the grievance representative informed of progress and provide a prompt response.
4. The grievance representative may file a Step One grievance anytime during the thirty (30) day time limit.
5. The Employer may hold the grievance in abeyance until the Pre-Filing has been requested.

It is expected that grievance representatives will make a good faith effort to request Pre-Filing prior to filing a grievance and supervisors will make a good faith effort to determine whether a resolution is possible. It

is also expected that, in fostering good labor/management relations, any resolutions reached at Pre-Filing will be honored by all parties.

**MEMORANDUM OF UNDERSTANDING NO. 37**

**20013 - 20035 AGREEMENT**

The Department of Employee Trust Funds (DETF) is developing an account system similar to or part of the Employee Reimbursement Account (ERA) Program that will allow state employees to pay for work-related parking and transit on a pre-tax basis. The Employer and Union agree that when such an account system is developed and implemented, employees covered under the master agreement will be allowed to participate in the system. By agreeing to allow such participation, the Employer and Union also agree that all dates, rules and conditions established by the DETF for the system's implementation and administration will apply. This agreement serves as verification that the Union wants WSEU employees to have the ability to enroll in this program at its inception.

**MEMORANDUM OF UNDERSTANDING NO. 38**

**20013 - 20035 AGREEMENT**

During the life of the 2001-2003 agreement, the Employer and the Union agree to establish a joint labor/management apprenticeship committee to explore the expansion of apprenticeship programs.

**MEMORANDUM OF UNDERSTANDING NO. 39**

**20013 - 20035 AGREEMENT**

**Department of Corrections**

**Milwaukee Secured Detention Facility**

During the course of 2001-2003 contract negotiations, there was a great deal of discussion regarding overtime assigned to the wrong employee at MSDF. The Employer and the Union recognize that errors in overtime can occur despite the most carefully designed overtime system.

When assigning overtime, it is the Employer's responsibility to review the daily schedule, master agreement and local agreement to ensure the correct employee has been assigned to work. When an employee believes he/she has been wrongfully ordered to work overtime, the employee must notify their supervisor so he/she can make a reasonable effort to allow the employee relief from the wrongful order prior to it taking place.

If it is determined that an employee has been wrongfully ordered, it is then the Employer's responsibility, when possible, to assign the correct employee. Additionally, an employee who believes he/she is being wrongfully assigned to work overtime shall have a reasonable amount of time to use a state phone to attempt to secure a relief worker. Wrongful order is defined as when the Employer forces an employee to work overtime when the employee was not scheduled or previously assigned to work it. If more than five (5) instances of wrongful orders occur in a particular pay period, the appropriate remedy shall be as follows:

The employee will have the option of choosing cash or compensatory time for the ordered time. If it has been determined that the employee was wrongfully ordered to work after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent pay period. Additionally, the employee will have the option to receive cash or compensatory time at the base rate for every hour the employee worked the forced overtime. Once there are more than five (5) instances of wrongfully ordered overtime, this provision will apply to all further instances including the first five (5) within a particular pay period.

Grievances generated by the application of this MOU will be processed through the umpire arbitration process and will be handled by an arbitrator who has significant experience with overtime grievances and who is mutually chosen by WSEU and DER.

This Memorandum of Understanding applies only to Correctional Officers and Correctional Sergeants at the Milwaukee Secured Detention Facility and will sunset on June 29, 2005, unless mutually agreed to extend it.

#### **MEMORANDUM OF UNDERSTANDING NO. 40**

#### **20013 - 20035 AGREEMENT**

~~The Union understands and agrees that when the Department of Corrections pays every uniformed Correctional officer sixty five dollars (\$65.00) per calendar year as a lump sum payment for black belts and shoes, the employees receiving such payment are required to wear black belts and black shoes, (not sandals or black canvas tennis shoes) as an integral part of the required proper complete Correctional Officer's uniform. This provision will first be effective for calendar year 2003. The Union agrees that if DOC and DHFS pay every uniformed Correctional Officer, Youth Counselor and SRSTC and WRC Psychiatric Care Technician sixty-five (\$65.00) as a lump sum, calendar year payment for black belts and black shoes, the employees must wear black~~

belts and black shoes consistent with the agency's uniform policy. Any such payment will not be made more than once in a calendar year.

## MEMORANDUM OF UNDERSTANDING NO. 41

### 2001 - 2003 AGREEMENT

During the course of the 2001-2003 agreement, the Wisconsin Employment Relations Commission (WERC) issued a decision in the following unit clarification actions involving the Wisconsin State Employees Union (WSEU) AFSCME, the State Engineering Association (SEA), and the State of Wisconsin: Case 11, No. 50909, SE-12, Decision No. 11245-S; and Case 36, No. 50935, SE-13, Decision No. 11667-C.

~~The WERC decided that due to the great variance in educational background, engineering work experience, and position descriptions and summaries for Engineering Specialists at identical classification levels, it was unwilling to assess the professional status of positions for which testimony was not taken and evidence not submitted. However, the WERC believed the guidance provided in the decision should enable the parties to resolve any remaining issues. Using the guidance provided by the WERC, the Department of Transportation (DOT) began a review of all affected positions to provide a recommendation as to the appropriate classification level. After DOT completes its review of affected positions, it will submit recommendations to the Department of Employment Relations (DER) for a final determination. As of the date of this MOU, DOT's review is still pending.~~

The parties agree that any employee whose base pay rate would be have been reduced as a result of movement from SEA to WSEU due to the above review mentioned WERC unit clarification decision, will have his or her the employee's base pay rate red-circled for the duration of this Memorandum of Understanding, 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 Temporary Transaction Rate or add-on will be terminated with implementation of the new base pay rate.

This base pay rate applies only to those employees reallocated from the SEA Engineering Specialist – Transportation series to the Engineering Technician – Transportation series on July 13, 2003, as a result of the above mentioned WERC unit clarification decision.

~~This Memorandum of Understanding will sunset with the expiration of the 2001-03 Agreement.~~

[NOTE FOR HISTORICAL PURPOSES: The 2003-05 PSS Contract dropped old MOU No. 42 that discussed a PSS lump sum payment, and renumbered the rest of the MOUs as #42 through 45). In order to ensure consistency between the PSS contract and the other four units' contract, this contract follows the PSS contract's renumbering.]

MEMORANDUM OF UNDERSTANDING NO. 42

2003 - 2005 AGREEMENT

Email Lists

During negotiations for the 2003-05 collective bargaining Agreement, the Union requested that employees' work email addresses be included on the information provided under 2/4/2 and 5/2/1. OSER agrees to explore the feasibility of providing this information on future lists provided under those sections. If it becomes feasible to provide such information in the appropriate format, OSER will make that information available to the Union.

MEMORANDUM OF UNDERSTANDING NO. 43

2003-2005 AGREEMENT

Agency State-Wide Employing Unit Layoffs

This memorandum of understanding applies only to those employees in state-wide employing units.

When a position in the bargaining unit held by an employee who is not the least senior employee in the classification is eliminated or involuntarily reduced in FTE, the employee whose position is being eliminated will have one of the following options:

- a. Accept the reassignment to the least senior employee's position in the layoff group.
- b. Separate from employment with the guarantee that the Employer will not challenge eligibility for unemployment compensation unless the employee, at a later point in time, refuses a reasonable offer of re-employment.
- c. If the least senior employee's position is more than forty (40) miles away from the assigned headquarters and the employee does not accept the reassignment, the separation will be considered a layoff and the employee will be afforded the options outlined under 8/5/1.

This Agreement will sunset on June 30, 2005, unless the parties mutually agree to extend.

## MEMORANDUM OF UNDERSTANDING NO. 44

### 2003-2005 AGREEMENT

#### Contracting Out Procurements Under Ch. 16, Wis. Stats.

During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state and the University of Wisconsin System comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:

- 1) DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.
- 2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than five (5) working days prior to each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice five (5) working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.
- 3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a

justification of need for contracted services that includes a statement showing why the services can be performed more economically or efficiently by contract rather than by state employees.

4) Over the term of this contract, DOA will coordinate a review of two specific contracts that are for work performed by this union and that are identified by the union. Master vendor contracts will not be eligible for this review, although individual hires off of the contract may be reviewed. This pilot review will analyze available documentation regarding the procurement process used, scope, term, and cost of the contract, information submitted by the union that bears on the contract, and other relevant factors. Upon completion, DOA will meet with the union to discuss the results of its review.

5) An advisory group will be established and comprised of three management members and three union members for the purpose of advising the DOA secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:

a) the relevant factors to be considered in preparing the justification of need required under current procurement procedures;

b) the preparation of accurate, economical, efficient and effective analyses;

c) consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services;

d) procedures to ensure agency compliance with union notification requirements; and

e) operational issues created by movement of employees between state service and contract service firms.

The advisory group may provide consensus recommendations, if any, to the DOA secretary by July 1, 2004. The DOA secretary will meet with the advisory group to discuss its recommendations.

This memorandum of understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

## MEMORANDUM OF UNDERSTANDING NO. 45

### 2003-2005 AGREEMENT

With Act 33, Laws of 2003, the Employer was required to reduce the number of positions in the civil service. This memorandum identifies an option available to employees who have been formally notified of layoff due to either the reductions in work force initiated under Act 33 or other layoffs executed during the term of this Agreement. This MOU is effective on the effective date of the Agreement and applies only to employees who are formally notified of layoff on or after that date. These provisions do not apply to employees notified as being at risk of layoff.

The following option is available to employees after application of the options available to employees upon notification of layoff identified under Article VIII, Section 5, of the Agreement.

The Employer agrees that prior to filling a vacancy with an individual other than a current state employee or an individual with a restoration right to the vacancy, agencies will select the most senior eligible employee from the list of interested employees, from any other state agency, who have applied for the vacancy on a transfer basis.

An eligible employee is defined as an employee who:

- has received formal written notification of layoff; and
- currently holds a position in any classification assigned to the same pay range as the vacancy, and the current position and the vacancy are in the same bargaining unit; and
- is not on a concentrated performance evaluation program as defined in Article IV, Section 13 of the Agreement and as approved by the department head or his or her designee; and
- is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position.

The employee's pay on transfer will be set in accordance with applicable pay administration language.

Note for Informational Purposes: Employees transferring between agencies under the provisions of this memorandum of understanding may be placed on permissive probation at the discretion of the appointing authority. If an employee is terminated while on permissive probation, the termination will be considered a layoff except that the employee's right of restoration will be to the agency from which s/he transferred.

This memorandum of understanding sunsets on June 30, 2005, unless the parties mutually agree to extend.

**MEMORANDUM OF UNDERSTANDING NO. 46**

**2003-05 AGREEMENT**

**RESTORATION FROM LAYOFF**

(ASU, BC, SPS, T) This memorandum identifies an option available to employees who have been formally notified of layoff due to either the reductions in work force initiated under Act 33 or other layoffs executed during the term of the Agreement. This MOU is effective on the effective date of the Agreement and applies only to employees who are formally notified of layoff on or after that date.

If an employee is laid off from a less than full time position and is restored to a position with a greater FTE, the employee would retain restoration rights to the same FTE as the position from which the employee was originally laid off for the life of the Agreement.

The employee requesting to retain restoration rights to the same FTE as the position from which the employee was originally laid off must file a "Restoration from Layoff" form (OSER-DMRS-77) with each employing unit to which he/she is interested in being restored. When an employee applies for a position and turns down the offer of employment, he/she forfeits his/her restoration rights.

This Memorandum of Understanding sunsets on June 30, 2004, unless the parties mutually agree to extend.

**MEMORANDUM OF UNDERSTANDING NO. 47**  
**2003-05 AGREEMENT**  
**CORRECTIONAL SERGEANT PROMOTION (SPS)**

An employee with permanent status in class and satisfactory performance, who promotes from a Correctional Officer or Psychiatric Care Technician position at the Department of Health and Family Services (DHFS) to a Correctional Sergeant position at the Department of Corrections (DOC) or from a Correctional Officer position at DOC to a Correctional Sergeant position at DHFS, is placed on a promotional probation and fails to pass probation due to performance, will have the right to return to a vacancy in their previous classification at the former employing unit. This MOU will sunset at the expiration of the 2003-05 Agreement.

**MEMORANDUM OF UNDERSTANDING NO. 48**  
**2003-05 AGREEMENT**  
**CONTRACTING OUT**

(T) During the course of negotiations for the 200-305 Agreement, concerns were raised by the Union regarding contracting out for DOT engineering support services provided by WSEU members under Chapter 84. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, federal regulations, administrative rules, state procurement policies, and the WSEU collective bargaining agreement when contracting for engineering support services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services.

Over the term of this contract, DOT will coordinate a review of two specific contracts that are for work performed by WSEU and that are identified by the Union. This pilot review will analyze available documentation regarding the procurement process used, scope, term, and cost of the contract, information submitted by the Union that bears on the contract, and other relevant factors. Upon completion, DOT will meet with the Union to discuss the results of its review.

In further effort to address the Union's concerns, the parties agree to establish a DOT advisory group comprised of three DOT management members and three WSEU members for the purpose of advising the DOT Secretary on engineering support services provided under Chapter 84.01(13) Wis. Stats. First, the advisory group will discuss methods to prepare a biennial analysis of the economic and quality efficiencies when providing

engineering services. The results of this biennial analysis will be provided to the DOT Secretary and will be used as input for planning and for future decisions for engineering support services. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOT Secretary, by July 1, 2004, on the following issues:

- a. preparation of an accurate, economical, efficient and effective analyses;
- b. consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that the most cost effective way of providing engineering services is being performed without unduly delaying the performance of the engineering services;
- c. procedures to ensure labor/management communication regarding contracting for future engineering.

Second, the DOT advisory group will develop a plan to reduce contracting out of engineering support services in an area designated by DOT. Such plan will be implemented during the 2005-2007 biennium.

This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

**MEMORANDUM OF UNDERSTANDING NO. 49**  
**2003-05 CONTRACT**  
**ASU SURVEY LAYOFF OPTIONS**

(ASU) The Union and the Employer agree that any employee whose classification is reallocated as a result of the ASU Survey shall 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 classifications at the same or lower pay range created by the ASU Survey for which the employee is qualified.

Classes under the above provisions will be defined as all classifications at the same or lower pay range created by the ASU Survey for which the employee is qualified.

The Union and the Employer agree that any employee whose classification is reallocated as a result of the ASU Survey shall have transfer eligibility in accordance with 7/2 and 7/3 to all new classifications created by the ASU Survey at the employee's current pay range for which the employee is qualified.

This Memorandum of Understanding will sunset one year after the effective date of the ASU Survey, on June 11, 2006.

Appendix 1

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY-BASED TRANSACTION GRID

Effective for specific transactions first pay period after contract effective date.

Grid Point	6	7	8	9	10	11	12	13	14	15
Minimum 0	8-659	9-387	10-131	10-958	11-852	12-824	13-878	15-015	16-246	17-578
1	8-952	9-434	10-181	11-013	11-911	12-888	13-947	15-090	16-327	17-665
2	9-073	9-757	10-506	11-327	12-216	13-165	14-194	15-299	16-536	17-874
3	9-194	9-881	10-634	11-459	12-353	13-305	14-338	15-447	16-685	18-023
4	9-314	10-006	10-762	11-591	12-488	13-446	14-483	15-597	16-833	18-171
5	9-435	10-129	10-890	11-724	12-624	13-586	14-627	15-745	16-982	18-320
6	9-556	10-253	11-019	11-856	12-761	13-726	14-772	15-894	17-130	18-468
7	9-677	10-377	11-147	11-988	12-897	13-867	14-916	16-042	17-279	18-617
8	9-798	10-501	11-275	12-120	13-034	14-007	15-061	16-191	17-427	18-765
9	9-919	10-626	11-403	12-253	13-170	14-148	15-205	16-339	17-576	18-914
10	10-040	10-750	11-531	12-384	13-306	14-288	15-349	16-488	17-724	19-062
* Years 11	10-160	10-874	11-659	12-516	13-443	14-428	15-494	16-636	17-872	19-211
12	10-281	10-997	11-787	12-649	13-579	14-569	15-638	16-785	18-021	19-359
13	10-402	11-122	11-915	12-781	13-715	14-709	15-783	16-933	18-169	19-508
14	10-523	11-246	12-044	12-913	13-852	14-850	15-927	17-082	18-318	19-657
15	10-644	11-370	12-172	13-046	13-988	14-990	16-072	17-230	18-466	19-806
16	10-765	11-494	12-300	13-178	14-124	15-130	16-216	17-379	18-615	19-954
17	10-885	11-619	12-429	13-310	14-261	15-271	16-360	17-527	18-763	20-103
18	11-006	11-743	12-556	13-443	14-397	15-411	16-505	17-675	18-913	20-251
19	11-127	11-866	12-684	13-575	14-533	15-551	16-649	17-824	19-061	20-399
20	11-248	11-990	12-812	13-707	14-669	15-692	16-794	17-972	19-210	20-548
21		12-114	12-941	13-839	14-805	15-832	16-938	18-121	19-358	20-696
Grid Endpoint 22		12-239	13-069	13-971	14-941	15-973	17-083	18-269	19-507	20-845

\* Full years of seniority as of June 30, 2001

Appendix 1

PAY SCHEDULE 06- TECHNICAL SENIORITY-BASED TRANSACTION GRID

Effective for specific transactions on day after effective date of the contract.

Grid Point	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Minimum 0	8.727	9.078	9.462	9.957	10.156	10.986	11.887	12.863	13.918	15.062	16.300	17.641	19.093	20.665
1	8.770	9.123	9.509	10.007	10.207	11.041	11.946	12.927	13.987	15.137	16.381	17.729	19.188	20.768
2	9.098	9.463	9.863	10.380	10.587	11.452	12.391	13.409	14.508	15.702	16.991	18.390	19.862	21.451
3	9.279	9.653	10.062	10.588	10.800	11.682	12.639	13.678	14.798	16.016	17.332	18.759	20.260	21.881
4	9.489	9.928	10.330	10.858	11.133	12.015	12.996	14.066	15.223	16.482	17.844	19.323	20.869	22.539
5	9.634	10.072	10.473	11.014	11.293	12.180	13.176	14.266	15.446	16.727	18.118	19.624	21.194	22.890
6	9.777	10.217	10.619	11.167	11.453	12.346	13.355	14.466	15.666	16.970	18.390	19.924	21.518	23.240
7	9.923	10.360	10.763	11.323	11.613	12.512	13.537	14.664	15.887	17.216	18.662	20.226	21.845	23.593
8	10.067	10.504	10.907	11.477	11.775	12.676	13.716	14.865	16.109	17.460	18.933	20.527	22.170	23.944
9	10.212	10.649	11.051	11.634	11.935	12.842	13.896	15.064	16.330	17.705	19.205	20.827	22.494	24.294
10	10.355	10.793	11.195	11.788	12.095	13.006	14.076	15.264	16.549	17.949	19.476	21.129	22.820	24.646
* Years 11	10.499	10.938	11.340	11.943	12.255	13.172	14.256	15.463	16.772	18.196	19.748	21.430	23.145	24.997
12	10.644	11.082	11.483	12.098	12.415	13.335	14.436	15.662	16.993	18.440	20.020	21.730	23.469	25.347
13	10.787	11.227	11.628	12.253	12.576	13.500	14.615	15.862	17.214	18.685	20.292	22.031	23.794	25.698
14	10.933	11.370	11.773	12.408	12.736	13.666	14.795	16.061	17.435	18.930	20.562	22.332	24.119	26.049
15	11.077	11.514	11.916	12.563	12.896	13.831	14.976	16.259	17.656	19.173	20.834	22.633	24.444	26.400
16	11.221	11.659	12.060	12.717	13.056	13.995	15.156	16.461	17.876	19.420	21.107	22.934	24.769	26.751
17	11.365	11.802	12.204	12.872	13.216	14.162	15.335	16.660	18.099	19.665	21.379	23.234	25.093	27.101
18	11.509	11.948	12.349	13.027	13.378	14.326	15.516	16.859	18.320	19.909	21.651	23.533	25.416	27.450
19	11.654	12.092	12.492	13.182	13.538	14.491	15.697	17.059	18.539	20.154	21.921	23.836	25.743	27.803
20	11.797	12.236	12.637	13.337	13.698	14.656	15.877	17.257	18.762	20.398	22.193	24.137	26.068	28.154
21	11.942	12.380	12.781	13.492	13.858	14.822	16.056	17.457	18.982	20.644	22.465	24.437	26.392	28.504
22	12.087	12.524	12.925	13.647	14.018	14.986	16.235	17.657	19.204	20.887	22.738	24.738	26.718	28.856
23	12.231	12.669	13.070	13.802	14.178	15.150	16.417	17.856	19.425	21.133	23.008	25.038	27.042	29.206
24	12.375	12.812	13.214	13.958	14.338	15.315	16.597	18.056	19.646	21.378	23.281	25.340	27.368	29.558
Grid End Point 25	12.519	12.958	13.358	14.113	14.499	15.481	16.777	18.254	19.865	21.623	23.552	25.641	27.693	29.909

\* Full years of seniority as of June 30, 2001

Appendix 1

PAY SCHEDULE 12: PROFESSIONAL SOCIAL SERVICES SENIORITY-BASED TRANSACTION GRID

Effective only for specific transactions on the day after the effective date of the contract.

Grid Point	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	
Minimum	0	9.054	9.770	10.567	11.431	12.367	13.383	14.481	15.670	16.960	18.353	19.849	21.463	23.110	24.881	26.788
	1	9.099	9.819	10.620	11.488	12.429	13.450	14.553	15.748	17.044	18.444	19.948	21.570	23.225	25.005	26.921
	2	9.438	10.185	11.016	11.917	12.892	13.952	15.095	16.335	17.680	19.131	20.691	22.373	24.090	25.936	27.924
	3	9.628	10.389	11.237	12.156	13.151	14.230	15.397	16.662	18.034	19.515	21.105	22.822	24.573	26.456	28.484
	4	9.728	10.504	11.523	12.465	13.577	14.681	15.869	17.156	18.528	20.014	21.686	23.312	25.078	26.692	28.712
	5	9.826	10.614	11.654	12.606	13.762	14.875	16.074	17.372	18.750	20.241	21.915	23.548	25.323	26.947	28.976
	6	9.923	10.723	11.786	12.750	13.945	15.070	16.282	17.590	18.974	20.470	22.147	23.784	25.570	27.203	29.243
	7	10.020	10.831	11.918	12.893	14.129	15.266	16.487	17.807	19.196	20.697	22.376	24.019	25.817	27.456	29.510
	8	10.119	10.939	12.048	13.035	14.312	15.460	16.691	18.024	19.419	20.926	22.607	24.253	26.063	27.711	29.772
	9	10.216	11.048	12.179	13.177	14.498	15.654	16.899	18.241	19.640	21.152	22.837	24.490	26.310	27.966	30.039
	10	10.313	11.155	12.311	13.320	14.682	15.850	17.104	18.457	19.862	21.382	23.066	24.724	26.556	28.222	30.305
	11	10.412	11.264	12.443	13.462	14.866	16.045	17.309	18.674	20.085	21.607	23.298	24.961	26.802	28.475	30.571
	12	10.508	11.372	12.575	13.604	15.048	16.238	17.516	18.891	20.308	21.837	23.526	25.197	27.049	28.730	30.837
	13	10.605	11.481	12.705	13.747	15.233	16.435	17.721	19.109	20.530	22.092	23.757	25.432	27.295	28.985	31.101
	14	10.704	11.588	12.838	13.888	15.418	16.630	17.929	19.324	20.752	22.292	23.986	25.667	27.541	29.241	31.367
	15	10.801	11.697	12.969	14.030	15.601	16.824	18.134	19.541	20.974	22.518	24.217	25.902	27.789	29.496	31.632
	16	10.899	11.806	13.101	14.173	15.786	17.020	18.340	19.757	21.196	22.748	24.448	26.138	28.034	29.748	31.897
	17	10.995	11.913	13.231	14.315	15.969	17.215	18.547	19.974	21.419	22.977	24.676	26.374	28.280	30.005	32.164
	18	11.093	12.023	13.363	14.458	16.154	17.409	18.751	20.191	21.642	23.203	24.908	26.610	28.527	30.260	32.429
	19	11.192	12.132	13.494	14.601	16.337	17.605	18.957	20.409	21.865	23.431	25.136	26.845	28.774	30.513	32.694
	20	11.289	12.240	13.627	14.743	16.522	17.800	19.163	20.626	22.087	23.659	25.368	27.080	29.021	30.768	32.959
	21	11.387	12.348	13.758	14.886	16.705	17.995	19.369	20.843	22.308	23.888	25.597	27.316	29.267	31.024	33.225
	22	11.484	12.457	13.888	15.028	16.891	18.190	19.575	21.060	22.532	24.114	25.827	27.550	29.515	31.278	33.492

\* Full years of seniority as of June 30, 2001

Appendix 1  
**PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT PAY SCHEDULE**

Effective the first day of the pay period following the effective date of the agreement

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	\$9,917	\$15,812	\$0,298	\$0,800
8	\$10,694	\$16,635	\$0,321	\$0,870
9	\$11,559	\$17,648	\$0,347	\$0,940
10	\$12,494	\$19,083	\$0,375	\$1,020
11	\$13,510	\$20,636	\$0,406	\$1,080
12	\$14,612	\$22,323	\$0,439	\$1,160
13	\$15,802	\$24,145	\$0,475	\$1,240
14	\$17,089	\$26,116	\$0,513	\$1,300
15	\$18,480	\$28,254	\$0,555	\$1,410

Appendix 1  
**PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE**

Effective the first day of the pay period following the effective date of the agreement

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	\$9,521	\$16,286	\$0,286	\$1,200
8	\$10,266	\$17,553	\$0,308	\$1,250
9	\$11,095	\$18,962	\$0,333	\$1,300
10	\$11,994	\$20,490	\$0,360	\$1,350
11	\$12,968	\$22,146	\$0,390	\$1,400
12	\$14,025	\$23,943	\$0,421	\$1,450
13	\$15,167	\$25,884	\$0,456	\$1,500
14	\$16,404	\$27,987	\$0,493	\$1,550
15	\$17,746	\$30,269	\$0,533	\$1,600
16	\$18,981	\$32,368	\$0,570	\$1,650
31	\$13,042	\$22,272	\$0,392	(1) 1,400
32	\$13,689	\$23,372	\$0,411	(1) 1,450

(1) Movements between 05-31 and 05-32 will be in accordance with Negotiating Note 61

Appendix 1  
**PAY SCHEDULE 06: TECHNICAL PAY SCHEDULE**

Effective the first day of the pay period following the effective date of the agreement

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
5	\$9,127	\$13,691	\$0.274	\$0.340
6	\$9,493	\$14,240	\$0.285	\$0.500
7	\$9,894	\$14,841	\$0.297	\$0.670
8	\$10,413	\$15,620	\$0.313	\$0.840
9	\$10,621	\$15,932	\$0.319	\$1,010
10	\$11,488	\$17,232	\$0.345	\$1,050
11	\$12,431	\$18,647	\$0.373	\$1,400
12	\$13,451	\$20,177	\$0.404	\$1,600
13	\$14,555	\$21,833	\$0.437	\$1,700
14	\$15,750	\$23,625	\$0.473	\$1,900
15	\$17,044	\$25,566	\$0.512	\$2,000
16	\$18,447	\$27,671	\$0.554	\$2,200
17	\$19,965	\$29,948	\$0.599	\$2,250
18	\$21,608	\$32,412	\$0.649	\$2,300

Appendix 2

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT SENIORITY-BASED TRANSACTION GRID

Effective first pay period after contract effective date through April 5, 2003.

Grid Point	6	7	8	9	10	11	12	13	14	15
Minimum 0	8.659	9.481	10.233	11.068	11.971	12.953	14.017	15.166	16.409	17.754
1	8.952	9.575	10.334	11.178	12.090	13.081	14.156	15.316	16.571	17.930
2	9.073	9.623	10.385	11.234	12.150	13.146	14.226	15.392	16.654	18.019
3	9.194	9.953	10.717	11.554	12.461	13.429	14.478	15.605	16.867	18.232
4	9.314	10.079	10.847	11.689	12.601	13.572	14.625	15.756	17.019	18.384
5	9.435	10.207	10.978	11.823	12.738	13.715	14.773	15.909	17.170	18.535
6	9.556	10.332	11.108	11.959	12.877	13.858	14.920	16.060	17.322	18.687
7	9.677	10.459	11.240	12.094	13.017	14.001	15.068	16.212	17.473	18.838
8	9.798	10.585	11.370	12.228	13.155	14.145	15.215	16.363	17.625	18.990
9	9.919	10.712	11.501	12.363	13.295	14.288	15.363	16.515	17.776	19.141
10	10.040	10.839	11.632	12.499	13.434	14.431	15.510	16.666	17.928	19.293
* Years 11	10.160	10.965	11.762	12.632	13.573	14.574	15.656	16.818	18.079	19.444
12	10.281	11.092	11.893	12.767	13.712	14.717	15.804	16.969	18.230	19.596
13	10.402	11.217	12.023	12.902	13.851	14.861	15.951	17.121	18.382	19.747
14	10.523	11.345	12.154	13.037	13.990	15.004	16.099	17.272	18.533	19.899
15	10.644	11.471	12.285	13.172	14.130	15.147	16.246	17.424	18.685	20.051
16	10.765	11.598	12.416	13.307	14.268	15.290	16.394	17.575	18.836	20.203
17	10.885	11.724	12.546	13.442	14.407	15.433	16.541	17.727	18.988	20.354
18	11.006	11.852	12.678	13.577	14.547	15.577	16.688	17.878	19.139	20.506
19	11.127	11.978	12.808	13.712	14.685	15.720	16.836	18.029	19.292	20.657
20	11.248	12.104	12.938	13.847	14.824	15.863	16.982	18.181	19.443	20.807
21		12.230	13.069	13.982	14.963	16.006	17.130	18.332	19.595	20.959
Grid Endpoint 22		12.357	13.200	14.116	15.102	16.149	17.277	18.484	19.746	21.110

\* Full years of seniority as of June 30, 2002

Appendix-2

PAY SCHEDULE 03: BLUE COLLAR & NON-BUILDING TRADES SENIORITY-BASED TRANSACTION GRID

Effective first pay period following contract date through April 5, 2003.

Grid Point	3	4	5	6	7	8	9	10	11	12	13	14	15
Minimum	8-035	8-438	8-815	9-169	9-557	10-057	10-673	11-546	12-491	13-517	14-626	15-825	17-124
	8-115	8-522	8-902	9-260	9-652	10-157	10-779	11-660	12-615	13-651	14-771	15-982	17-294
	8-155	8-564	8-946	9-306	9-700	10-208	10-833	11-718	12-678	13-719	14-845	16-061	17-379
	8-460	8-884	9-280	9-653	10-061	10-588	11-237	12-156	13-150	14-232	15-397	16-624	17-951
	8-630	9-062	9-465	9-847	10-264	10-800	11-462	12-400	13-415	14-515	15-705	16-932	18-260
	8-870	9-360	9-740	10-190	10-598	11-139	11-799	12-716	13-708	14-777	15-961	17-187	18-515
	8-991	9-503	9-882	10-337	10-746	11-286	11-946	12-869	13-871	14-947	16-142	17-369	18-696
	9-111	9-644	10-024	10-483	10-892	11-432	12-093	13-021	14-035	15-115	16-323	17-549	18-876
	9-231	9-785	10-166	10-629	11-040	11-581	12-239	13-173	14-198	15-285	16-502	17-728	19-054
	9-351	9-927	10-309	10-775	11-188	11-727	12-387	13-327	14-362	15-452	16-682	17-908	19-235
	9-469	10-068	10-449	10-921	11-335	11-874	12-533	13-479	14-524	15-622	16-861	18-088	19-414
	9-591	10-211	10-591	11-067	11-482	12-021	12-681	13-632	14-690	15-791	17-041	18-268	19-595
	9-711	10-351	10-733	11-212	11-628	12-169	12-829	13-783	14-853	15-959	17-221	18-447	19-773
	9-830	10-493	10-875	11-359	11-776	12-315	12-976	13-938	15-016	16-128	17-401	18-627	19-954
	9-951	10-636	11-016	11-505	11-922	12-462	13-123	14-090	15-180	16-298	17-580	18-806	20-133
	10-069	10-777	11-158	11-652	12-070	12-610	13-270	14-243	15-342	16-467	17-760	18-987	20-314
	10-189	10-919	11-300	11-798	12-217	12-758	13-418	14-396	15-507	16-637	17-941	19-167	20-493
	10-311	11-060	11-442	11-944	12-365	12-905	13-563	14-548	15-670	16-805	18-120	19-346	20-673
	10-430	11-202	11-584	12-090	12-512	13-051	13-711	14-700	15-833	16-973	18-299	19-525	20-852
	10-550	11-345	11-725	12-235	12-659	13-199	13-859	14-853	15-997	17-143	18-480	19-706	21-033
	10-669	11-486	11-867	12-382	12-806	13-345	14-005	15-006	16-160	17-311	18-659	19-886	21-212
	10-788	11-627	12-009	12-527	12-952	13-492	14-153	15-159	16-325	17-479	18-839	20-065	21-392
	10-909	11-769	12-149	12-674	13-100	13-640	14-300	15-310	16-488	17-650	19-018	20-244	21-571
	11-030	11-911	12-291	12-820	13-247	13-786	14-448	15-464	16-651	17-818	19-199	20-425	21-752
	11-149	12-053	12-433	12-965	13-393	13-935	14-594	15-616	16-815	17-987	19-379	20-607	21-932

\*Full years of seniority as of June 30, 2002.

**Appendix-2**  
**PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY SENIORITY-BASED TRANSACTION GRID**

First pay period following contract effective date through December 28, 2002

Grid Point	Officer Ranges															
	7	8	9	10	11	12	13	14	15	16	30	31	32			
Minimum	9.099	9.819	10.620	11.488	12.429	13.450	14.553	15.748	17.044	18.238	11.488	11.488	12.638			
	9.189	9.916	10.725	11.602	12.552	13.583	14.697	15.904	17.213	18.419	11.602	11.602	12.763			
	9.281	10.016	10.833	11.718	12.678	13.719	14.845	16.063	17.385	18.603	11.718	14.089	15.498			
	9.627	10.389	11.237	12.156	13.150	14.232	15.397	16.662	18.034	19.297	12.156	14.371	15.808			
	9.821	10.597	11.462	12.400	13.415	14.515	15.705	16.996	18.395	19.683	12.400	14.515	15.967			
	10.196	10.970	11.818	12.902	13.872	14.919	16.021	17.325	18.476	19.769	12.902	14.919	16.412			
	10.502	11.263	12.104	13.253	14.146	15.249	16.259	17.554	18.614	19.918	13.253	15.249	16.774			
	10.823	11.570	12.387	13.525	14.597	15.667	16.498	17.793	18.851	20.171	13.525	15.567	17.123			
	10.957	11.741	12.568	13.705	14.777	15.748	16.677	17.974	19.042	20.375	13.705	15.748	17.324			
	11.093	11.911	12.750	13.896	14.969	15.931	16.860	18.154	19.221	20.568	13.896	15.931	17.525			
	11.230	12.082	12.933	14.076	15.156	16.111	17.043	18.334	19.401	20.760	14.076	16.111	17.723			
* Years	11.366	12.250	13.115	14.258	15.355	16.293	17.225	18.528	19.594	20.966	14.258	16.293	17.922			
	11.503	12.421	13.295	14.439	15.545	16.476	17.406	18.709	19.772	21.156	14.439	16.476	18.124			
	11.638	12.592	13.477	14.619	15.737	16.656	17.586	18.890	19.953	21.350	14.619	16.656	18.322			
	11.775	12.764	13.660	14.823	15.931	16.838	17.769	19.069	20.132	21.542	14.823	16.838	18.522			
	11.921	12.933	13.841	15.014	16.121	17.019	17.951	19.250	20.301	21.722	15.014	17.019	18.721			
	12.070	13.103	14.023	15.206	16.302	17.201	18.132	19.442	20.505	21.941	15.206	17.201	18.921			
	12.217	13.273	14.203	15.398	16.483	17.382	18.315	19.623	20.683	22.131	15.398	17.382	19.121			
	12.366	13.444	14.386	15.580	16.663	17.565	18.496	19.804	20.863	22.323	15.580	17.565	19.321			
	12.513	13.613	14.568	15.784	16.845	17.746	18.678	19.982	21.043	22.517	15.784	17.746	19.521			
	12.661	13.783	14.750	15.976	17.036	17.926	18.860	20.165	21.223	22.709	15.976	17.926	19.719			
	12.808	13.977	14.930	16.166	17.217	18.110	19.040	20.346	21.413	22.913	16.166	18.110	19.921			
	12.954	14.169	15.112	16.359	17.398	18.291	19.221	20.538	21.604	23.117	16.359	18.291	20.121			
Grid Endpoint																

\* Full years of seniority as of June 30, 2002