

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 01 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 an 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.



July 18, 2005

Co-Chairpersons and Members of the
Joint Committee on Employment Relations
Room 113 South, State Capitol
Madison, Wisconsin 53703

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin, represented by the Office of State Employment Relations (OSER) and the Wisconsin State Employees Union (WSEU), AFSCME Council 24, AFL-CIO, have completed the process of negotiating a successor contract for employees in the Administrative Support, Blue Collar and Non-Building Trades, Security and Public Safety, and Technical bargaining units for the 2003-2005 biennium.

Negotiations resulted in a tentative agreement which was ratified by the membership of all four units. The Office of State Employment Relations recommends approval of the tentative agreement by the Joint Committee on Employment Relations and the Legislature.

The tentative agreement represents concessions by both parties and, if approved by the Joint Committee and by the Legislature thereafter, will enhance labor peace and stability.

The major provisions of the tentative agreement are:

- I. **Salary Adjustments:** Due to the delay in implementation of the Agreement, a lump sum payment will be provided to all eligible employees for the hours in pay status from the dates adjustments would have been effective if not for the delay, through the effective date of the agreement.
 - A. **ADMINISTRATIVE SUPPORT UNIT**
 1. First Fiscal Year: There are no adjustments in the first fiscal year.
 2. Second Fiscal Year:
 - a. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a 1.0% General Wage Adjustment (GWA).
 - b. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a base increase of

\$0.25 per hour up to \$13.00 per hour. Employees who are eligible for the adjustment will receive no less than \$0.10 per hour.

- c. Effective the first pay period following the effective date of the Agreement, employees who did not receive the adjustment under b., above, will receive a \$0.10 adjustment.

B. BLUE COLLAR AND NON-BUILDING TRADES UNIT

1. First Fiscal Year: There are no adjustments in the first fiscal year.
2. Second Fiscal Year:
 - a. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a 1.0% GWA.
 - b. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a base increase of \$0.25 per hour up to \$13.00 per hour. Employees who are eligible for the adjustment will receive no less than \$0.10 per hour.
 - c. Effective the first pay period following the effective date of the Agreement, employees who did not receive the adjustment under b., above, will receive a \$0.10 adjustment.

C. SECURITY AND PUBLIC SAFETY UNIT

1. First Fiscal Year: There are no adjustments in the first fiscal year.
2. Second Fiscal Year:
 - a. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a 1.0% GWA.
 - b. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a base increase of \$0.25 per hour up to \$13.00 per hour. Employees who are eligible for the adjustment will receive no less than \$0.10 per hour.
 - c. Effective the first pay period following the effective date of the Agreement, employees who did not receive the adjustment under b., above, will receive a \$0.10 adjustment.

D. TECHNICAL

1. First Fiscal Year: There are no adjustments in the first fiscal year

2. Second Fiscal Year:

a. Effective the first pay period following the effective date of the Agreement, eligible employees will receive a 1.0% GWA.

E. Length of Service Payments: On June 30, 2004, employees received a prorated length of service lump sum payment based on the following schedule:

Full Years of Service	Payment Amount
5-9	\$ 50
10-14	\$ 100
15-19	\$ 150
20-24	\$ 200
25 or more	\$ 250

The length of service payment provisions have been removed and no length of service payments were made in June 2005.

F. Lump Sums: Effective the first pay period following the effective date of the Agreement, employees will receive a prorated \$100 Lump Sum Payment.

II. Survey Implementation, Stratifications, Pay Progression and Pay Range Changes

A. ADMINISTRATIVE SUPPORT UNIT

The following classifications may be reassigned to higher pay ranges during the biennium as a result of the Administrative Support Unit Survey:

Program Assistant 1-4
Clerical Assistant

Secretary 1-2

The following classifications will be reassigned to higher pay ranges during the biennium:

Tourist Information Assistant 1-2

The following classifications will have a seniority stratification applied to them during the biennium.

Document Production Assistant, Lead
Financial Clerk
Payroll and Benefits Specialist 1-5

Job Services Associate 1-2
Library Services Assistant, Snr., Adv
Tax Representative 1-3

Technical Typist, Snr.

Typesetting Input Operator

The following classifications will have employees placed within a pay progression during the biennium.

Program Assistant 1-4
Clerical Assistant

Secretary 1-2

B. BLUE COLLAR AND NON-BUILDING TRADES UNIT

The following classifications will have a market adjustment applied to them during the biennium

Biotron Operator
HVAC/Refrigeration Specialist

Facilities Repair Worker 1-4
Maintenance Mechanic 1-3

The following classifications will have a compression equity adjustment applied to them during the biennium

Farm Laborer Lead
Laundry Worker Lead
Seamstress or Seamer 2

Food Service Assistant 2-4
Motor Vehicle Operator- Heavy
Shipping and Mailing Clerk 2-3

C. SECURITY AND PUBLIC SAFETY UNIT

The following classes will be assigned to higher pay ranges during the biennium:

Animal Health Inspector Entry, Obj.
Food Safety Consultant
Food Safety Inspector Entry, Obj.
Multiple Products Grader Entry, Obj.

Animal Health Consultant
Meat Safety Consultant
Meat Safety Inspector Entry, Obj.
Weights & Measures Inspector Entry, Dev.,
Obj.

Weights & Measures Tech Spec

The following classifications will have an equity adjustment applied to them during the biennium.

Correctional Sergeant

The following classifications will have a market adjustment applied to them during the biennium.

Correctional Officer
Psychiatric Care Technician

Correctional Sergeant
Youth Counselor

Youth Counselor Advanced

The following classifications will be placed on gridpoint or will have a stratification applied to them during the biennium.

Conservation Warden
Environmental Warden

Safety Specialist Warden
Special Investigative Warden

The following classifications will receive a market adjustment during the biennium.

Ranger Assistant Property Manager
Ranger Operations.

Ranger Enforcement

D. TECHNICAL UNIT

The following classes will be assigned to higher pay ranges during the biennium:

Equipment Fabricator Entry, Journey, Snr.
Experimental Herd Assistant Obj, Snr

Experimental Farm Laborer
Lab Animal Tech 1-3

The Fingerprint Technician 1-4 classifications will receive a \$1.00 per hour market adjustment during the biennium.

Healthcare related classifications will receive a market stratification during the biennium.

The Teacher Assistant classification will receive a market adjustment during the biennium.

Non-Healthcare related classifications will receive a market stratification during the biennium.

III. Health Insurance

Effective with premiums due for coverage beginning January 1, 2004, a three-tier health insurance model will be implemented. For employees appointed to work one thousand and forty four (1044) hours or more per year, the employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned. Employee contributions under this three-tier approach are as follows:

	Employee Monthly Contribution Effective January 2004 through December 2004		Employee Monthly Contribution Effective January 2005 through December 2005	
	Single	Family	Single	Family
Tier 1	\$18.00	\$45.00	\$22.00	\$55.00
Tier 2	\$47.00	\$117.50	\$50.00	\$125.00
Tier 3	\$100.00	\$250.00	\$100.00	\$250.00

Note: Recoupment of the twenty months of health insurance premiums paid by the Employer on behalf of employees is accomplished by delay of GWA's, classification surveys, market adjustments, forfeited Length of Service Payments, and reduced lump-sum amounts until the last FY 2005 pay period.

IV. Personal Holiday and Annual Leave Time

- A. *Personal Holiday:* Effective calendar year 2004, employees will receive one (1) additional paid personal holiday in recognition of Veterans Day.
- B. *Annual Leave:* Regular employees with less than 25 years of seniority will receive an additional 24 hours annual leave. Regular employees with more than 25 years of seniority will receive an additional 16 hours annual leave.

V. Other Key Contract Provisions

- A. *Grievance Processing:* If a grievance is denied at pre-filing, step one or step two, an explanation of the reason for denial will be included. Grievances may be held in abeyance for not more than 14 days if the immediate supervisor has not been contacted. [4/2/1, 4/2/5, 4/2/6, 4/2/2]
- B. *Employee Representation:* A representative will be made available for employees regardless of the shift they work. The steward's schedule may be adjusted to allow the steward to be in pay status during the hearing. An employee shall have the right to union representation should the employee reasonably believe a meeting with their supervisor will result in discipline. [4/8/4/B, 4/9/2/A]
- C. *Steward Training:* New stewards will be allowed a reasonable amount of time to observe current stewards during the investigation and processing of grievances. [4/8/1]
- D. *Overtime:* Employees who are directed by management to work in excess of 16 consecutive hours will receive two times the regular rate for all those hours. [6/3/6]

- E. *Employee Benefits – Sick leave conversion*: Allows laid-off employees and insured dependents of deceased employees to convert sick leave to pay for health insurance coverage. Eligible employees with 15 years of service are also eligible for supplemental health insurance conversion credits. Conversion is at highest rate of pay while in state service. Defines acceptance of “other employment”. [8/14/1, 13/5/10]
- F. *Contracting Out*: Outlines process as described in Chapter Adm 10, Wis. Admin. Code. [11/15/2, 11/15/3]
- G. *Class Meetings*: Employer may implement adjustments during the life of the agreement. [12/9/1]
- H. *Military Differential Pay, Leave and Benefits*: Employees activated to serve military duty with the U.S. armed forces shall receive pay and benefits for 179 days of service. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. [13/10/6, 13/10/7]
- I. *Carry Over of Additional Annual Leave and Personal Holiday Time*: Allows employees to carry over the additional hours of annual leave provided in 2005 and two personal holidays from 2004 and 2005 through calendar year 2006. The additional time must be used by the end of December, 2006. [Negotiating Note #70]
- J. *Administrative Support Unit Survey Pay Progression*: As a result of the Administrative Support Unit Survey of approximately 4,000 employees in office support positions, pay progressions have been established for the following classifications in this unit: Academic Department Specialist, Real Estate Program Associate, Academic Department Associate, Consumer Complaint Program Associate, Disability Program Associate, License/Permit Program Associate, Operations Program Associate, University Services Program Associate, Vocational Rehabilitation Program Associate, Disability Associate, and Investigative Associate. [Negotiating Note #73]
- K. *Transfer - between agencies*: Provides for enhanced transfer rights in lieu of layoff. [MOU #45]
- L. *Contracting Out, Chapter 16*: Employer agrees to develop a shared format to track the purchase of contracted services, coordinate the review of two personal service contracts (that perform the same work as performed by the union) as identified by the union, and establish an advisory group of management and labor representatives to advise the DOA secretary on the procurement of services. [MOU #44]

July 18, 2005

The effective date of the Agreement, unless otherwise specified within the sections of the Agreement, is the day following publication in the official State newspaper. The Agreement remains in full force and effect through June 30, 2005, unless the parties mutually agree to extend any or all terms of the Agreement.

Sincerely,



Karen E. Timberlake
Director

KET:dt/wm

- Attachments:
1. Fiscal Note
 2. Bill Draft
 3. 2003-2005 Tentative Agreement