



Scott Walker, Governor

Gregory L. Gracz, Director

SERVING PEOPLE
WHO SERVE WISCONSIN

<http://osер.state.wi.us>

December 16, 2013

Co-Chairpersons and Members of the
Joint Committee on Employment Relations
State Capitol
Madison WI 53702

Dear Co-Chairpersons and Committee Members:

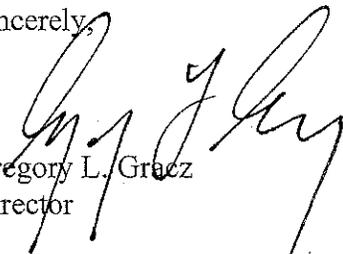
The State of Wisconsin, represented by the Office of State Employment Relations (OSER), and the Professional Employees in Research, Statistics and Analysis (PERSA), AFT Wisconsin/AFT, AFL CIO, have completed the process of negotiating a labor agreement for the 2013-2014 fiscal year for the research, statistics and analysis bargaining unit.

Negotiations resulted in a tentative agreement which has been ratified by the members of the bargaining unit. OSER recommends approval of the tentative agreement by the Joint Committee on Employment Relations and the Legislature.

The tentative agreement provides employees with a 1% General Wage Adjustment (GWA) effective the first pay period following the contract effective date, with a lump sum for hours in pay status back to June 30, 2013.

The effective date of the Agreement will be the day following publication in the official state newspaper. The Agreement will remain in effect through June 30, 2014.

Sincerely,



Gregory L. Gracz
Director

- Attachments: 1. Bill Draft
2. Fiscal Note
3. 2013-2014 Tentative Agreement



State of Wisconsin
2013 - 2014 LEGISLATURE



LRB-3745/1
CMH&RAC:wlj:rs

2013 BILL

1 **AN ACT relating to:** ratification of the agreement negotiated between the state
2 of Wisconsin and the Professional Employees in Research, Statistics, and
3 Analysis for the 2013-14 fiscal year, covering employees in the professional
4 research, statistics, and analysis collective bargaining unit, and authorizing an
5 expenditure of funds.

Analysis by the Legislative Reference Bureau

This proposal is introduced under section 111.92 (1) of the statutes. The proposal ratifies the collective bargaining contract for state employees in the professional research, statistics, and analysis collective bargaining unit negotiated for the 2013-14 fiscal year under the State Employment Labor Relations Act. Currently, statutory program supplement appropriations fund the costs of collective bargaining agreements to the extent that they exceed budgeted costs. The proposal authorizes expenditure of moneys from those appropriations to fund the cost of this agreement.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:



State of Wisconsin
2013 - 2014 LEGISLATURE



LRB-3760/1
CMH&RAC:wlj:jm

2013 BILL

1 **AN ACT relating to:** ratification of the agreement negotiated between the state
2 of Wisconsin and the Professional Employees in Research, Statistics, and
3 Analysis for the 2013-14 fiscal year, covering employees in the professional
4 research, statistics, and analysis collective bargaining unit, and authorizing an
5 expenditure of funds.

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For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

AGREEMENT

between the

STATE OF WISCONSIN

and the

**PROFESSIONAL EMPLOYEES IN
RESEARCH, STATISTICS AND
ANALYSIS**

[Effective] - June 30, 2014

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ARTICLE I

Nature and Scope of the Agreement

Section 1 Parties of the Agreement

1/1/1 This Agreement made and entered into this _____ day of _____, 2013, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations, and the Professional Employees in Research, Statistics and Analysis, AFT Local 4999, as representative of employees employed by the State of Wisconsin (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

Section 2 Purpose of Agreement

1/2/1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.94, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

Section 3 Scope of the Agreement

1/3/1 This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certification Case 349, 49931 SE-102 Decision No. 27884-A, respectfully dated January 25, 1994 and as may be amended by the Wisconsin Employment Relations Commission. Such employees who were eligible to vote in the certification election and who are in this collective bargaining unit are professional employees, defined as:

A. Any employee engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;

2. Involving the consistent exercise of discretion and judgment in its performance;

3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;

4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and

2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in paragraph A.

ARTICLE II

Wages

Section 1 General Wage Adjustment (GWA)

2/1/1 Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide all employees covered by this Agreement the following wage adjustments:

2/1/2 The Employer will apply the following adjustments for fiscal year 2013-2014 for eligible employees in pay status on the effective date:

A. Except as noted in B. below, effective the first day of the pay period following the effective date of the Agreement, each eligible employee in pay status on that date will receive a General Wage Adjustment (GWA) of one percent (1.0%) of their base pay rate, subject to the pay range maximum. Any employee who is not eligible to receive the GWA, or receives a GWA of less than 1.0%, due solely to the pay range maximum limitation, will be eligible to receive an Annualized General Wage Adjustment Payment as provided under Section 4, below.

B. Any employee who did not receive a 1.0% GWA on June 30, 2013, but did receive a structure pay adjustment on June 30, 2013, of less than 1.0%, shall receive a GWA equal to the difference between 1.0% of the employee's base pay rate immediately before receiving the structure adjustment and the structure adjustment value already received.

2/1/3 An employee hired into state service prior to June 30, 2013, and entering this bargaining unit after the implementation of the GWA in 2/1/2, above, and who has not been previously considered for or did not receive a fiscal year 2013-2014 GWA due to a delay in implementation of the 2013-2014 Agreement in the employee's previous bargaining unit, shall receive the GWA provided under 2/1/2 A. or B., above, effective prior to any pay on appointment adjustment.

2/1/4 Employees receiving a GWA under 2/1/3 are also eligible to receive an associated lump sum payment for all hours in pay status from June 30, 2013, to the date of receiving the GWA.

Section 2 Employees Not Eligible for the 2013-2014 General Wage Adjustment (GWA)

2/2/1 Any employee with an original appointment in state service on or after June 30, 2013, is not eligible for the GWA or Annualized GWA Payment.

2/2/2 Any employee who has previously been considered for or received a GWA or a corresponding fiscal year lump sum payment provided under the Compensation Plan or another collective bargaining agreement for fiscal year 2013-2014, is not eligible for the GWA or Annualized GWA Payment.

2/2/3 Any employee who received a structure pay adjustment of at least 1.0% on June 30, 2013, to raise the employee's pay rate to the new pay range minimum is not eligible for the GWA or Annualized GWA Payment.

Section 3 Lump Sum Wage Payment for Delay in Implementing the 2013-2014 General Wage Adjustment (GWA)

2/3/1 Employees in pay status on the effective date of the GWA will receive a lump sum wage payment in an amount equal to the value of the GWA received under 2/1/2, above, multiplied by the number of the employee's hours in pay status from June 30, 2013, to the effective date of the GWA. The lump sum wage payment will be provided as soon after the effective date of the Agreement as is administratively feasible.

2/3/2 Employees who were laid off from the bargaining unit after June 30, 2013, will receive a lump sum wage payment in an amount equal to the value of the GWA they would have received under 2/1/2, above, multiplied by the number of the employee's hours in pay status between June 30, 2013, and the effective date of the GWA.

2/3/3 Employees who went on a leave of absence from a position in the bargaining unit after June 30, 2013, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

2/3/4 For the purposes of calculating employee benefits, the lump sum wage payment will be considered as salary or wages earned during the period commencing June 30, 2013, to the effective date of the Agreement.

Section 4 Annualized General Wage Adjustment Payment (Annualized GWA Payment)

2/4/1 Effective the first pay period following the effective date of the Agreement, any employee who receives no GWA, or receives a GWA of less than 1.0%, under Section 1, above, due solely to the pay range maximum limitation, shall receive an Annualized GWA Payment, prorated by budgeted FTE, equal to the amount of the 1.0% GWA not received because of the pay range maximum, multiplied by 2088 hours.