

2007-2009 TRADES Contract

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Union: Trades Article / Section	Title	Title Definition	Applicable Reference				
			Ref. Code	Admin Code (4)	Comp Plan (5)	Statute (6)	Handbook Chapter (7)
Article I 1/1/1	Scope	This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining units as defined by the WERC.	1			111.82	
Article II 2/1/1-5	Bargaining units	The Employer recognizes the Union as the exclusive collective bargaining agent for all Craft employees	1			111.82	
2/2/1-2	Dues	The Employer agrees to deduct the amount of dues or the proportionate share of the cost of the collective bargaining.	2,6			111.845	
2/3/1	Union activity	Bargaining unit employees shall not conduct any Union activity or Union business on State time	2				
2/4/1-3	Printing of agreement	The Employer and the Union shall agree on the printer and the cost of printing this Agreement.	2				
2/5/1	Visitations	The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the premises of the Employer	2				
2/6/1	Notice of exams	The Employer shall post on applicable bulletin boards notices of all promotional examinations	2/3				
2/7/1	Union conventions	Employees who are elected or selected to attend Union conventions, conferences or educational sessions shall be granted time off without pay	2				
2/8/1-2	Union mgt meetings	Once each month the appropriate management representative shall meet with one employee member of the Building Trades Unit.	2				
2/9/1	Statewide council mtg	A representative of the BLR-OSER and an Agency Representative will meet with the Council representative to discuss major problems.	2				
2/10/1	Discrimination	Employees under this Agreement shall be covered by Chapter 111, Wis. Stats., Subchapter II, the State Fair Employment Act.	2,6			111.01	
Article III 3/1/1-3	Management rights	It is understood and agreed by the parties that management possesses the sole right to operate its agencies	6			111.90	
Article IV 4/1/1-4	Grievance procedure	A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430

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4/2/1-6	Grievance steps	Steps 1-3 are explained	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/31-2	Time limits	Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/4/1	Representation	An employee may consult with his/her local Union representative during working hours for a reasonable period of time	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/5/1	Retroactivity	Settlement of grievances may or may not be retroactive as the equities of particular cases may demand.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/6/1	Exclusive procedure	The grievance procedure shall be exclusive and shall replace any other grievance procedure.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/7/1-3	Processing grievances	Grievance representatives and grievants will be permitted a reasonable amount of time without loss of pay to process grievances	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/8/1	Number of stewards	The Union may designate a steward for each craft at UW-Milwaukee and UW-Madison.	2				
4/9/1	Union grievances	Group representatives who are members of the bargaining unit shall have the right to file and process a grievance	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/10/1	Group grievances	Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/11/1-6	Discipline	The parties recognize the authority of the Employer to suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
4/12/1	Exclusion of probationary employees	Notwithstanding Section 11 above, the retention or release of probationary employees shall not be subject to the grievance procedure.	4,6,7	ER-MRS 13		230.28	WHRH Chapter 430
Article V 5/1/1	Seniority	Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin.	4	ER18.01(3)f ER 18.02 (2)			
5/1/2	Seniority	The Employer shall notify the Union as soon as possible of any legislative hearings scheduled to discuss state assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise.	4	ER18.01(3)f ER 18.02 (2)			

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5/1/3	Seniority	Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date (some exceptions apply)	4	ER18.01(3)f ER 18.02 (2)			
5/1/4	Seniority	Seniority of the one as against the other shall be determined by age with the oldest employee considered having the greatest seniority	4	ER18.01(3)f ER 18.02 (2)			
5/1/5	Seniority	Management will be required to apply seniority as defined above only as specifically provided in this Agreement	4	ER18.01(3)f ER 18.02 (2)			
Article VI 6/1/1	Transfers General	Craft employees who have permanent status in their current classifications and desire to transfer within their agency shall file a written request	4,6	ER-MRS 15		230.29	
6/2/1-2	Vacancies	When a permanent vacancy occurs, in a permanent position, the Employer will consider those requests on file from any craft employees in the agency	4,6	ER-MRS 15		230.29	
6/3/1-2	Inter-Agency Transfer	If the vacancy is not filled by transfer of a craft employee the Employer will consider interested craft employees from other agencies	4,6	ER-MRS 15		230.29	
6/4/1	Definition of a vacancy	Defines how a permanent vacancy is created	4,6	ER-MRS 15		230.29	
6/5/1	Limitations	The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.	4,6	ER-MRS 15		230.29	
Article VII 7/1/1	Adjusted prevailing rate	Bargaining unit employees shall receive the adjusted state prevailing rate. The adjusted state prevailing rate is based on the gross area building construction prevailing craft rate.	5		Section A 2.09		x
7/2/1	Night differential	Work performed between the hours of 6 p.m. and 6 a.m. will receive an additional forty-five cents (\$.45) per hour added to the adjusted state rate.	5		Section A 4.05		
7/3/1	Overtime	The adjusted state rate for time worked in excess of forty (40) hours in a workweek will be at the premium rate of one hundred thirty six percent (136%) of the total gross area prevailing rate.	5,7		Section A 4.00		WHRH Ch. 520

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7/3/2	Overtime	All time in pay status shall be considered time worked for purposes of establishing the forty (40) hour base for overtime premium rate.	5,7		Section A 4.00		WHRH Ch. 520
7/3/3	Overtime	In lieu of cash, the Employer and employee can mutually agree to the use of Compensatory Time for all or part of the hours.	5,7		Section A 4.00		WHRH Ch. 520
7/3/4	Overtime	Compensatory time hours in excess of forty (40) hours in an employee's account may be liquidated at any time by the Employer	5,7		Section A 4.00		WHRH Ch. 520
7/4/1-2	HI	The Employer agrees to make available the same health insurance benefits to Craft bargaining unit employees on a cost basis as are provided for non-represented employees.	4,6	ER18		40.05(4)	
7/5/1	ERA	Effective July 1, 1990, the Employer agrees to offer employees the opportunity to participate in the Employee-Funded Reimbursement Account Program,	6			40.85	
7/6/1	ICI	The Employer agrees to continue in effect the Income Continuation Program	6			40.85	
7/7/1-2	Lead crafts worker	Lead craftworkers perform work in their craft and in addition, are formally assigned to direct the work of other employees	2				
7/8/1	Sick leave	The Employer agrees to provide a sick leave plan. (goes on to explain accrued sick leave and how it is used)	4,6	ER 18.03		230.35(2)	
7/9/1	Paid leave	The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation).	4,6	ER. 18.03		230.35	
7/10/1-3	Leave for exams	The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours	4	ER18			
7/11/1	Leave without pay	Employees, upon request, may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding one (1) year	4,7	ER18		230.35(2)	WHRH 740
7/12/1	Holidays	The Employer agrees to provide the following nine paid holidays per year.	4,6	ER18		230.35	

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7/13/1-2	Military service	Except as provided in 7/13/2 below, the Employer agrees to provide the same military service leave provisions to employees of this bargaining unit as are provided to non-represented employees.	4,6	ER18		230.35	
7/14/1	Jury duty	The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the base pay of the employee.	4,6	ER18		230.35	
7/15/1	Witness fees	Where an employee is subpoenaed to testify the Employer shall permit the employee to take time off with pay to comply with the subpoena	4,6	ER18		230.35	
7/16/1	Retirement	The Employer agrees to continue in effect the administration of the Wisconsin Retirement System	6			40.05(1) and 111.91(3)	
7/17/1	Life insurance	The Employer agrees to make available the same life insurance benefits to Craft bargaining unit employees on a cost basis as are provided for non-represented employees.	6			40	
7/18/1	LWOP due to injury	Sections 230.36(1), (2), and (3), Wis. Stats., are hereby adopted by reference for employees in this bargaining unit, subject to the conditions and limitations set forth	6			230.36	
7/19/1-3	Travel and lodging	The provisions of ss. 16.535 and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business	5		Section F		Ch. 520
7/20/1	Wash up time	Employees shall receive reasonable and adequate wash-up time as determined by management, immediately prior to their meal break and immediately prior to the end of the shift	5		Section F		
7/21/1-2	Call back time	Employees called back for duty or called in will be guaranteed a minimum of three (3) hours of work with pay.	5		Section F		
7/22/1	Standby	When the Employer requires that an employee must be available for work and be able to report in less than one (1) hour, the employee shall be compensated	5		Section A 4.09		
7/23/1	Master Plumber license	If the Employer requires an employee to obtain a masters plumbers license, the Employer shall annually reimburse the employee.	5		Section G 3.00		

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7/24/1-2	Damaged clothing	The Employer agrees to pay the cost of repairing or replacing watches, eye glasses or articles of clothing damaged in the line of duty	5		Section G 2.00		
7/25/1-3	Commercial license	The Employer shall pay the cost of a commercial motor vehicle driver's license for employees	2,3				
7/26/1	Catastrophic leave	Allows employees to voluntarily donate (transfer) annual leave, Saturday legal holiday and sabbal leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.	4,6	ER 18.15		230.35	
Article VIII 8/1/1	Layoff-Application	The Union recognizes the right of the Employer to layoff, in accordance with provisions of this Article	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/2/1	General LO Procedures	Explains when a layoff occurs, and the general rules that apply:	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/3/1	Notice of Layoff	In the event the Employer becomes aware of an impending reduction in work force, they will notify the Union as soon as practicable.	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/4/1	Employee Counseling	Upon request, employees notified of layoff shall be counseled on their rights and benefits by management in the presence of his or her business representative, if requested.	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/5/1	Reduction in hours	In the event management determines to reduce work hours in lieu of layoff, it may, at its option, reduce the weekly scheduled hours of all employees	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/6/1	Bumping	Any shop supervisor or craftworker supervisor promoted out of a craft position or Lead Craftworker, may elect to bump downward to a classification within the Craft bargaining unit	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234

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8/7/1	Recall	When a permanent vacancy occurs in an employing unit the employee shall be recalled according to the inverse order	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/8/1	Reinstatement	The Craft unit employee who is laid off may file a request for employment with any employing unit in state service.	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
8/9/1	Transfer in lieu of LO	Within the Department - Bargaining unit employees with permanent status in a class may transfer in lieu of layoff to a vacant position	4,6,7	ER-MRS 22		230.34	WHRH Chapter 232 and Chapter 234
Article IX 9/1/1-3	Hours of work	Work schedules are defined as an employee's assigned hours of the day, days of the week, and days off.	4	103.02 230.35			
Article X 10/1/1	Health and safety	It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems.	5		Section G 4.00		
10/3/1-2	Protective clothing	The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce.	5		Section G 5.00		
10/4/1	Foot protection	The Employer reserves the right to require the wearing of foot protection by employees.	5		Section G 4.00		
10/5/1	Eye examination	If an eye examination for safety glasses is necessary, the Employer will pay the entire cost of one examination during the life of this Agreement	5		Section G 4.00		
10/6/1	Transportation of tools	The Employer agrees to provide transportation for all necessary tools, equipment, material and supplies which cannot reasonably or safely be transported by hand.	2,3				
Article XI 11/11/1	No strike	The Employer and Union recognize their mutual responsibility to provide for uninterrupted services.	2,6			111.89	

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Article XII 12/1/1	Obligation to bargain	the Employer and the Union, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to any subject or matter not specifically referred to or covered in this Agreement	2,6			111.82	
12/2/12	Retroactivity	No provision of this contract shall be retroactive unless so specifically stated.	2				
12/3/1	Partial invalidity	Should any party to this Agreement or any provision contained herein be declared invalid, the remaining portions hereof and they shall remain in full force and effect	2				
12/4/1	Probationary definition	The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period as defined	4,6	ER-MRS 13		230.28	
12/5/1	Work rules	The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of the Agreement.	4,6,7	ER 46		230.44	WHRH Ch. 430
12/6/1	Contracting out	When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a written notification to and discussion with the Union	2,6			<u>16</u>	
Article XIII 13/1/1-2	Termination of agreement	Except as otherwise provided herein the terms and conditions of this Agreement shall continue in full force and effect commencing on, and terminating on June 30, 2009	2				
NN#1	Pay increases	The parties agree that pay increases or decreases which occur between July 1, 2007, and the effective date of this Agreement shall be made retroactive to the day of change	2				
NN#2	Formula reduction	Breakdown of specific formula	2,5		Section A		

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NN#3	Parking and Transit	It is possible that, during the life of this agreement, the Department of employee Trust Funds (DETF) will develop 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.	2,3				
MOU# 1	Dental Plan	The Employer agrees that employees covered by this Agreement will have the opportunity to elect coverage under any dental plan provided by the Employer to other bargaining units during the term of this Agreement.	2				
MOU# 2	Contracting Out	During the course of negotiations for the 2005-2007 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures.	2,6			16.705	
Letter	Filling vacancies	Explanation re: notification process for filling vacancies	4,6	ER MRS 15		230.29	
Letter	Class. Systems	Concerns on the importance of the appropriate use of the state's classification system.	2,4	ER 18			

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