

Interpretation of WFSE DOC Addendum Article 42.21 (D)

D. Employees who have been identified as essential and could be deployed to backfill in positions within the prisons shall be paid the higher of their base rate or the rate of a substantially equivalent position while training for or filling in in the prisons. Those qualified to fill in shall be paid a retention bonus of three percent (3%) of base pay for every fiscal year they continue to volunteer and remain qualified.

A. The Department of Corrections and the Union agree to the following interpretation of WFSE DOC Addendum A, Section 8, Article 42.21 (D) for fiscal year 2024:

1. All employees in a WFSE DOC bargaining unit as of the date of execution of this agreement will receive a one (1)-time lump sum payment of two thousand dollars (\$2000.00). This sum is subject to all required state and federal withholdings and will not be subject to union dues or other union fees. This one-time payment will be paid through payroll and by payroll check by December 11, 2023, but allowing for any time constraints imposed by law or the state payroll system.

B. The Department of Corrections and the Union agree to the following interpretation of WFSE DOC Addendum A, Section 8, Article 42.21 (D), 3% percent retention bonus for fiscal year 2025:

1. The employee must be qualified to fill in a prison position, volunteer, be employed by DOC on the last day of the fiscal year and be in a bargaining unit position at least one day of the fiscal year to receive the 3% retention bonus of base pay each fiscal year.
2. Qualified means either 1) the bargaining unit employee has successfully completed CCOA or CORE training, which will be verified by DOC through a training record, or 2) the bargaining unit employee's position requires CCOA or CORE training and the employee has not yet attended the CCOA or CORE training.
3. DOC will solicit volunteers once during the fiscal year at the beginning of each fiscal year. Employees entering the bargaining unit will be given an opportunity to volunteer and must do so within the first thirty (30) days of assuming the bargaining unit position.
4. The 3% lump sum retention bonus is calculated on the annual base salary rate of the employee's permanently assigned salary range and step as of the last day the employee was in the bargaining unit. The retention bonus of three percent (3%) of annual base salary is subject to all required state and federal withholdings and will not be subject to union dues or other union fees.
5. The retention bonus will not be reduced by:
  - a. Leave without pay taken within the fiscal year;

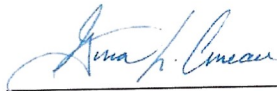
Attachment A  
WFSE DOC Addendum A, Section 8, Article 42.21 (D)  
Interpretation of Retention Bonus  
November 21, 2023

- b. If hourly/part-time, proportion to full-time employment.
  - c. Time not spent in a bargaining unit position.
6. Either party may open WFSE DOC Addendum A, Section 8, Article 42.21 (D), during the 2025-2027 successor CBA negotiations to bargain alternative language.

Regarding the first sentence of WFSE DOC Addendum Article 42.21 (D), essential employees shall be paid the higher of the two base rates while training to backfill in a prison position in a prison or backfilling in prison positions in a prison. The Secretary or their designee determines and identifies who is an essential employee and when training to backfill or backfilling in a prison is necessary.

This interpretation expires on June 30, 2025.

For the Employer:




Gina L. Comeau,  
OFM LR & CP Section Chief

11/22/2023

Date

For the Union:



Kurt Spiegel  
Executive Director  
WFSE/AFSCME Council 28

11/22/23

Date