

**2003 - 2005 LABOR AGREEMENT
WISCONSIN STATE EMPLOYEES UNION
PROFESSIONAL SOCIAL SERVICES
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2003-2005 Wisconsin State Employees Union (WSEU) labor agreement for Professional Social Services (PSS) only. Language provided in the Summary of Changes column is paraphrased only. Consult the 2003-2005 WSEU-PSS Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>IV</u>		<u>GRIEVANCE PROCEDURE</u>
	4/2/1	<u>Pre-filing</u> : If the grievance is denied, the grievance response will include an explanation of the reason. This should be more detailed than “grievance denied,” when appropriate. However, the reason need not be more than a few sentences.
	4/2/2	A grievance will not be held in abeyance at pre-filing for more than fourteen days.
	4/2/5	<u>Step 1</u> : If the grievance is denied, the grievance response will include an explanation of the reason. (Same language as 4/2/1 and 4/2/6.)
	4/2/6	<u>Step 2</u> : If the grievance is denied, the grievance response will include an explanation of the reason. If the Employer has not answered the 2 nd step grievance within 60 days, the union may refer the grievance to Council 24 and OSER to expedite the process prior to filing the grievance to arbitration.
	4/8/1	<u>New Steward Training</u> : First time new local stewards will be allowed, without loss of pay, to attend an investigation, the processing of one grievance (pre-filing through step 2), one investigatory interview, and one pre-disciplinary meeting. Employer may limit participation based on location of stewards, work schedules, and staffing levels.
	4/8/4B	<u>Steward Availability</u> : A steward will be made available to employees on all shifts. Employer will try to minimize time between hearing and steward’s shift. A steward’s shift may be adjusted to allow the steward to be in pay status during hearing.
	4/9/2/A	<u>Union Representation (Weingarten rights)</u> : Employee has a right to representation if the employee reasonably believes the meeting or informal counseling will result in disciplinary action. If the supervisor tells the employee the interview will not result in discipline and there is no reasonable basis to believe discipline will result, the employee must answer the questions or be subject to discipline for insubordination. However, if supervisor denies union representation, tells employee they will not be disciplined and then later disciplines the employee, OSER will not support the disciplinary actions.
	4/9/8	<u>Verbal Reprimand</u> : Eliminates sunset on verbal reprimand language.
	4/10/1-2	<u>Failed Probation</u> : Employees who fail probation and are terminated will be informed of the opportunity for a hearing at the discretion of the Equal Rights Division. The employee may also request a meeting with the agency and be notified of the reason for termination in writing.
<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>

<u>VI</u>	4/10/2	<u>Failure to Pass Permissive Probation:</u> The Employer will, at the request of the employee, schedule a formal meeting and provide written notification of reasons employee failed probation.
	<u>HOURS OF WORK</u>	
	6/3/2	<u>Premium Rates:</u> F. Employees currently receiving premium rate of pay will continue to receive premium pay.
	6/3/6	<u>Overtime:</u> <ul style="list-style-type: none"> • FLSA non exempt employees will receive double time for time worked in excess of 16 consecutive hours. This does not apply to FCRS or Security Officers at the Wisconsin Veterans Home-King. • Security Officers at King will receive double time for time worked in excess of 18 consecutive hours.
	7/1/1	Reference to Neg. Note 71 added
<u>VIII</u>	<u>LAYOFF PROCEDURE</u>	
	8/2/2/C	<u>Layoff Exemption:</u> Elimination of the 5% exemption. Special skills and affirmative action exemptions still exist.
	8/6/1	<u>Restoration Defined:</u> Definition of Restoration consistent with Chapter ER-MRS 1.02(30) of the Administrative Code.
	8/7/1	<u>Reasonable Offer:</u> A reasonable offer is defined as a position that is no more than one pay range lower than the pay range from which the employee was laid off (previously two pay ranges) unless the employee’s rate of pay at the time of the layoff is maintained in the position offered..
	8/8/1	<u>Reinstatement Defined:</u> Definition of Reinstatement consistent with Chapter ER-MRS 1.02(29) of the Administrative Code.
	8/10/1	<u>Employing Units:</u> Employing unit designations will be posted on the OSER web site.
	8/11/1	<u>Priority of Transfer and Layoff Rights:</u> Revised priority rights when filling a vacancy. The new language is consistent with the Layoff of Represented Employee Bulletin Addendum CLR/BLR-120 issued May 9, 2003.
	8/14/1	<u>Layoff Benefits:</u> Supplemental health insurance conversion credits may be used by laid off employees to pay for health insurance premiums; conversion is at employee’s highest rate while in state service. Defines acceptance of “other employment” as it relates to continuing use of conversion credits.

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<u>XI</u>	11/10/4	<p><u>MISCELLANEOUS</u></p> <p><u>Revocation of Commercial Drivers License:</u> If an employee is required to maintain a CDL and has a loss of privileges for 60 days or less because of an off duty event, the Employer will assist the employee in finding alternative duties, reassigning the employee to a position not requiring a CDL, allowing the employee to use paid leave or placing the employee on a leave of absence. This provision may be used only once every three years.</p>
	11/15/1-3	<p><u>Contracting Out:</u> Employer will provide 14 days notice, if possible, when an employee is involuntarily transferred due to contracting out. 11/15/2 outlines Chapter 10 of the Administrative Code regarding what is required as part of notice to the union at time of RFP. Under 11/15/3, the Employer will notify union upon issuance of the letter of intent to award a contract.</p>
<u>XII</u>	12/7/1	<p><u>WAGES</u></p> <p><u>Psychologist Add On:</u> Add on of 13% of the minimum for employees in the following classifications: Psychologist-Licensed, Chief Regional Psychologist, School Psychologist, School Psychologist-Senior, Psychological Associate A or B who have obtained a recognized doctoral degree in Psychology or a related field. Employees who possess a doctoral equivalent as evidenced by licensure issued by the Psychology Examining Board will also be eligible.</p>
	12/9/1	<p><u>Class Meetings:</u> Employer may implement labor market adjustments during the life of the agreement.</p>
	<u>XIII</u>	13/1/3
3/1/4		<p><u>Health Insurance for Part-Time Employees (less than 50%):</u> Part-time employees appointed at less than 50% time will be required to pay 50% of the total monthly premium of the health plan for which the employee enrolls.</p>
13/3/5		<p><u>Dental Committee:</u> A Labor Management Committee will be formed to discuss dental plan design.</p>

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	13/5/10	<u>Sick leave conversion</u> : Allows laid-off employees and insured dependents of deceased employees to convert sick leave at the premium rate to pay for health insurance coverage. Eligible employees with 15 years of service are also eligible for supplemental health insurance conversion credit. Conversion is at highest rate of pay while in state service.
	13/5/14	<u>Bereavement Leave</u> : Employer will not initiate an employee being placed into a review program for unanticipated use of sick leave if such leave was appropriately used for bereavement.
	13/7/5	<u>Promotional Exams</u> : Second shift employees who compete in promotional exams will be granted a schedule change (previously only third shift).
	13/9/3	<u>Personal holiday</u> : Effective CY 2004, employees will receive one additional paid personal holiday in recognition of Veterans Day.
	13/10/6, 7	<u>Military Differential Pay, Leave and Benefits</u> : Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave.
	13/14	<u>Length of Service Payment</u> : All references to length of service payments have been eliminated from the contract.
<u>NEGOTIATING NOTES</u>		
	NN 15	<u>Pay Progression</u> : Offender Classification Specialist classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 34	<u>Pay Progression</u> : Employment and Training Counselor classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 35	<u>Light Duty</u> : Employees with non work related injuries will be provided light duty at management's discretion, when available.
	NN 62	<u>Pay Progression</u> : Social Worker-Corrections classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules..
	NN 63	<u>Pay Progression</u> : Probation and Parole Agent classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.

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	NN 66	<u>Pay Progression:</u> Employment and Training Specialist classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 67	<u>Pay Progression:</u> Labor Market Analyst classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 68	<u>Pay Progression:</u> Apprenticeship Training Representative classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 69	<u>Pay Progression:</u> Vocational Rehabilitation Counselor classification. The existing PSS pay progression negotiating notes were updated to reflect the movement from the grid structure to schedules.
	NN 70	<u>Steward Activities:</u> The Employer will take into account allowable steward activities and the union will make a good faith effort to evenly distribute steward work.
	NN 71	<u>Internal Transfers:</u> Probation and Parole Agent vacancies will first be offered to agents within the same work unit and city by seniority.
	NN 72	<u>Pay Progression:</u> (New) Psychologist Services Assistant classification
	NN 73	<u>Pay Progression:</u> (New) Psychological Associate classification
	NN 74	<u>Pay Progression:</u> (New) Recreation Leader classification
	NN 75	<u>Pay Progression:</u> (New) Rehabilitation Case Manager classification
	NN 76	<u>Pay Progression:</u> (New) Ombudsman Services Specialist classification
	NN 77	<u>Pay Progression:</u> (New) Medigap Insurance Specialist classification
	NN 78	<u>Pay Progression:</u> (New) Experiential Recreation Specialist classification
	NN 79	<u>Transfers:</u> Permissive transfers between Probation and Parole Agent and Social Worker classifications will be without loss of pay.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
		<p><u>MEMORANDA OF UNDERSTANDING</u></p> <p>MOU 26 <u>Injured Workers Re-employment</u>: Prior to medically terminating an employee, the Employer will make a good faith effort to either transfer the employee to a position which requires less arduous duties, demote the employee, or place the employee in a part-time position.</p> <p>MOU 42 <u>Email Lists</u>: The Employer will provide the union with employees' email addresses, if feasible.</p> <p>MOU 45 <u>Mandatory Transfer In Lieu of Layoff between Agencies</u>: Provides for improved transfer rights in lieu of layoff.</p> <p>MOU 47 <u>State-wide Employing Unit Layoffs</u>: Employees in state-wide employing units will receive additional options during layoff if not the least senior employee in the classification being eliminated.</p> <p>MOU 48 <u>Contracting Out, Chapter 16</u>: Employer will develop a shared format to track contracted services, coordinate review of two contracts identified by the union that perform the same work as the union, and establish an advisory group of management and labor reps to advise the DOA secretary on the procurement of services.</p> <p><u>SIDE LETTERS (Not in contract)</u></p> <p>Letter (not in contract) <u>Fact Finding</u>: When agencies are investigating possible work rule violations and meet with witness(es), agencies are to discontinue calling this fact finding and instead refer to it as part of an investigation of possible work rule violations. This letter will be sent from OSER to agency Human Resources Directors following the effective date of the contract.</p> <p>Letter (not in contract) <u>DOC-Body Alarms</u>: DOC institutions which provide body or man down alarms to non-security staff will also provide these devices to other non-security institution staff when requested and available.</p> <p>Letter (not in contract) <u>Pay Transaction Tracking</u>: Employer agreed to provide semi-annual payroll transaction reports to Council 24, as administratively feasible. An effort will be made to provide this report by Dec. 31, 2004.</p>