

**2007-2009 LABOR AGREEMENT
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2007-2009 SEIU Healthcare District 1199 Wisconsin (SEIU) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2007-2009 SEIU Agreement for the complete provisions.

| <u>ARTICLE</u> | <u>SECTION</u> | <u>SUMMARY OF CHANGES</u> |
|------------------|------------------|--|
| ALL | | All references to SEIU and UPQHC are changed to SEIU Healthcare District 1199 Wisconsin. |
| <u>II</u> | | <u>UNION RECOGNITION</u> |
| | 2/1/1 | <u>Classification</u> : New classifications Advance Practice Nurse and Advance Practice Nurse Prescriber in pay range 11-22 effective July 20, 2008. Nurse Practitioner abolished as of July 20, 2008. |
| | 2/5/1 | <u>Printing of Agreement</u> : Prior to printing the Agreement, the parties will agree on the number to be printed. |
| | 2/12/1/B | <u>Educational Classes</u> : The time off for educational classes will not exceed three days and eight hours. The eight hours may be scheduled in a minimum of two hour blocks. |
| | 2/13 | <u>Salary and Benefits for Employees Elected or Appointed President or Performing Special Projects</u> : (Moved from MOU #3) The State will continue the base pay and benefits of an employee elected or appointed as president of SEIU District 1199 who is granted a leave of absence without pay and those employees granted a leave of absence without pay to perform special projects designed by the president. The Union will fully reimburse the State for the costs of the salary and salary generated benefits. Failure of the Union to reimburse the State within the time limits set will void this agreement. |
| <u>IV</u> | | <u>GRIEVANCE PROCEDURE</u> |
| | 4/13/1/A | <u>Discipline and Discharge</u> : Written reprimands and other discipline matters will begin at Step One of the grievance procedure unless the parties mutually agree to waive the grievance to Step Two. |
| <u>VI</u> | | <u>EMPLOYEE BENEFITS</u> |
| | 6/1/1 | <u>Health Insurance</u> : Updated employee monthly premium contribution amounts for calendar years 2008 and 2009. |
| | 6/5/1/D/4 & 5 | <u>Paid Annual Leave of Absence – Weekend Program</u> : Language deleted, modified and moved to 6/5/1/G. |
| | 6/5/1/G/1. | <u>Paid Annual Leave of Absence – Weekend Program</u> : (Modified and moved from 6/5/1/D./4.-5.) Nurse Clinicians transferring to Weekend Nurse positions will receive a cash payment calculated at their base rate of pay for eligible accumulated annual leave earned prior to the date of transfer. |

| <u>ARTICLE</u> | <u>SECTION</u> | <u>SUMMARY OF CHANGES</u> |
|-------------------|----------------|---|
| <u>VII</u> | 6/5/1/G/2. | <u>Paid Annual Leave of Absence – Weekend Program:</u> Annual leave will not exceed 96 hours per year except by mutual agreement. For permanent part-time employees, annual leave will be prorated in accordance with 6/5/1. Week end means the hours between 6:00 a.m. Friday and 11:30. p.m. Monday. After December 31 of each calendar year, eligible, unused annual leave will be paid at the employee’s base rate of pay, or at the completion of the employee’s original probationary period, whichever is later. |
| | 6/5/1/G/3. | <u>Paid Annual Leave of Absence – Weekend Program:</u> Nurse Clinicians transferring out of Weekend Nurse positions will receive annual leave for which they are eligible for the remainder of the calendar year. |
| | 6/6/1/A | <u>Leaves of Absence:</u> Added exception for Section 9, Military Service. |
| | 6/9/1 | <u>Military Service:</u> Employees will be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training such as weekend drill. Employees on military leave without pay for duly authorized inactive duty training or active duty for training shall continue to earn vacation, sick leave and legal holiday credits. |
| | 6/20/1/C/1 | <u>Responsibility Pay:</u> Clarifies that the employing unit identifies which positions work permanent p.m. or night shifts. |
| | 6/20/1/C/2 | <u>Responsibility Pay:</u> Clarifies that the employing unit identifies which positions work permanent p.m. or night shift rotations. |
| | 6/20/1/C/3 | <u>Responsibility Pay:</u> Employees not covered under C1. and C2. who commit or are assigned to work p.m., nights or p.m./nights for two months are eligible to receive Responsibility Pay until the commitment or assignment ends. Employees who trade shifts are not covered under this provision. |
| | | <u>SCHEDULING OF WORK</u> |
| | 7/7/1/D/2 | <u>Weekend Nursing Program:</u> All Weekend Nurse shifts must be scheduled between the core hours of 6 a.m. Friday and 11:30 p.m. Monday. |
| | 7/7/1/G | <u>Weekend Nursing Program:</u> Weekend Nurses may rotate shifts on alternate weekends unless permanent shifts are locally negotiated. |

| <u>ARTICLE</u> | <u>SECTION</u> | <u>SUMMARY OF CHANGES</u> |
|--------------------|--|---|
| <u>IX</u> | 7/14/1 | <p><u>Alternative Work Pattern:</u> (NEW) Employees who do not work in institutions may request an alternative work schedule including flextime and non-standard work weeks. Denial of the request must include the operational reason(s) and be in writing. Such requests will not be unreasonably denied. Nothing in this section shall affect existing local scheduling practices or locally negotiated scheduling practices for employees who work in institutions. Nothing in this section will infringe on management’s ability to ensure adequate coverage for operational requirements.</p> |
| | 9/9/1/B | <p><u>TRANSFERS</u></p> <p><u>Transfers Between Agencies:</u> An employee who transfers between agencies and is failing permissive probation may return to a vacant position of like nature, if qualified, in the former employing unit and/or agency if the employee and former Employer mutually agree and there are no contractual signers.</p> |
| <u>XI</u> | 11/2/2 | <p><u>HEALTH AND SAFETY</u></p> <p><u>Labor-Management Cooperation:</u> (Moved from NN # 2) DOC Health Services supervisory personnel will include health and safety issues on the agenda during monthly institutional staff meetings. When appropriate and when requested, a written response will be provided no later than 30 days from the meeting.</p> |
| | 12/5/1 | <p><u>MISCELLANEOUS</u></p> <p><u>Distribution of Pay Checks:</u> The Employer agrees to provide the Union with 60 days notice before changing its present departmental practices relating to the distribution of pay checks.</p> <p><u>Liability Protection:</u> Reimbursement not to exceed \$10,000 (increased from \$5,000).</p> |
| <u>XIII</u> | 12/6/2 | |
| | 13/1/1 | <p><u>PROFESSIONAL DEVELOPMENT</u></p> <p><u>Employer Directed Training:</u> (New heading only)</p> |
| | 13/2/1 | <p><u>Maintenance of Licensure, Certification or Registration:</u> (New heading) When the employee is not permitted to attend such courses and requests reasons for denial in writing, such denials will include the operational reasons and must be provided in writing.</p> |
| 13/3/1 | <p><u>Professional Development:</u> (New Heading) When the employee is not permitted to attend such courses and requests reasons for denial in writing, such denials will include the operational reasons and must be provided in writing.</p> | |

| <u>ARTICLE</u> | <u>SECTION</u> | <u>SUMMARY OF CHANGES</u> |
|------------------|---|--|
| <u>XV</u> | 13/4/1 | <u>Scheduling for Specific Classifications:</u> Nurse Practitioners, Physician Assistants, and Minimum Data Set Coordinators are included. Effective July 20, 2008, Advance Practice Nurse and Advance Practice Nurse Prescriber are included. Denial for time off to attend the course(s) will include the operational reason. |
| | 13/6/1/A | <u>Tuition Reimbursement for Part-Time Education:</u> Reasonable time off without pay will also be granted, if necessary, for courses offered through the internet at an institution of higher education in the State of Wisconsin. |
| | 13/6/1/B | <u>Tuition Reimbursement for Part-Time Education-Internet Courses/Programs at out of state Institutions:</u> (NEW) Employer will determine if the degree is job related and if there is no comparable course/program offered in state. Employer will grant reasonable time off without pay. Once approved, employee will be allowed to finish program. Employee may enroll in up to 12 credit hours per academic year. Reimbursement will be up to 75% of tuition costs and fees and will not exceed 75% of the per credit rate at UW-Madison. |
| | | <u>GENERAL</u> |
| | 15/6/1/D | <u>Local Agreements:</u> Local negotiations will be at the employing units approved by the Administrator of DMRS. |
| | 15/6/1/E | <u>Local Agreements:</u> Three local bargaining team members may participate in local negotiations |
| | 15/6/1/F | <u>Subjects for Local Negotiations:</u> Subjects include the timeframe to announce vacancies (9/1/1) and mandatory additional hours to fill schedule holes created by the absence of non-bargaining unit employees (MOU #5/2F) |
| | | <u>NEGOTIATING NOTES</u> |
| | NN 1 | <u>Regional Health & Safety Meetings:</u> Institutions included in the DOC regions were updated. DOC Regional Meetings were reduced from two to one. Language was added for one meeting with all the DHFS mental health facilities. Two members of the bargaining unit from each mental health facility may attend without loss of pay. Employer may elect to conduct the regional health and safety meetings by video conferencing. |
| | Old NN 2 | <u>DOC Health Services Institution Staff Meeting-Health & Safety Agenda:</u> Deleted. Language moved to 11/2/2. |
| NN 4 | <u>Sign-On Bonus for Nurse Clinicians 2 & 3:</u> Bonus amount decreased from \$2,500 to up to \$1,000. Sunset extended. | |
| Old NN 6 | <u>Lump Sum Language:</u> Deleted. | |

| <u>ARTICLE</u> | <u>SECTION</u> | <u>SUMMARY OF CHANGES</u> |
|----------------|----------------|---|
| | | <u>MEMORANDA OF UNDERSTANDING</u> |
| | MOU 2 | <u>Bargaining Team Wages</u> : Language added to clarify intent. Schedules will be changed to accommodate scheduling another day off for bargaining team members provided no overtime is incurred as a result of the schedule change. The overtime prohibition will not be enforced if the State requests a change in scheduled bargaining dates. |
| | Old MOU 3 | <u>Salary and Benefits for Employees Elected or Appointed President or Performing Special Projects</u> : Deleted. Language moved to Article 2/13. |
| | MOU 3 | <u>Fair Labor Standards Act (FLSA)</u> : Extended sunset. |
| | MOU 4 | <u>Mandatory Additional Hours</u> : Except for an emergency, an employee shall not be required to work mandatory additional hours if the additional hours will result in the employee working more than 24 hours in a 48 hour period. |
| | MOU 5 | <u>Contracting Out</u> : Wage and benefit language deleted. |
| | Old MOU 7 | <u>Monthly Health Insurance Premium Deductions</u> : Deleted |
| | MOU 7 | <u>Recruitment and Retention Committees</u> : At the end of the Pilot Program, if the agency and Union agree to continue the program, they may enter into Letter of Agreement which must be approved by OSER and include a sunset date. |
| | Old MOU 8 | <u>Advance Practice Nurse</u> : Deleted |
| | MOU 9 | <u>Overtime Hours in DOC</u> : (NEW) DOC will meet with SEIU to discuss limitations on voluntary and mandatory overtime. |