

**2001 – 2003 LABOR AGREEMENT  
 UNITED PROFESSIONALS FOR QUALITY HEALTH CARE  
 SUMMARY OF CHANGES**

The following is a summary of the changes to the 2001-2003 United Professionals for Quality Health Care (UPQHC) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2001-03 UPQHC Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<b><u>Article II</u></b>	2/1/1	<b><u>UNION RECOGNITION</u></b> <u>Classification Listing</u> : Classifications & pay ranges updated.
	2/10/1/A	<u>Conventions/Meetings (New)</u> : Union to provide DER with 28 calendar day written notice of employees attending. Employees who will be released will be notified by Employer within 14 days of receipt of Union’s request. Union will provide DER with continuing updates regarding appointment of such delegates.
	2/10/1/B	<u>Educational Classes (New)</u> : Union to provide DER with 28 calendar day written notice of employees attending. Employees who will be released will be notified by Employer within 14 days of receipt of Union’s request.
	2/14/1	<u>Use of E-mail</u> : Sunset extended to 6/30/03
	2/18/1	<u>COPE Deductions (New)</u> : Authorizes payroll deduction for COPE (Committee on Political Empowerment) contributions upon receipt of a voluntary written individual order from an employee.
<b><u>Article VI</u></b>	6/4/1/B/3	<b><u>EMPLOYEE BENEFITS</u></b> <u>Definition of Immediate Family</u> : Changed to allow use of sick leave for temporary emergency care of “spouse equivalent.”
	6/4/1/E	<u>Restoration of Sick Leave</u> : Changed to five years.
	6/5/1/D/4/a	<u>Nurse Clinician WE Annual Leave (New)</u> : Increased maximum usage to 96 hours per year. Employees may use vacation on two weekends during each six month period January through June and July through December, i.e., a total of four weekends in the calendar year.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>Article VI</u>	(cont'd)  6/17/1/A	<p><b><u>EMPLOYEE BENEFITS</u></b></p> <p><u>Travel &amp; Lodging Definitions</u> :</p> <p>A. Assigned Headquarters: Location to which employee is normally assigned. (Moved from 6/17/1/G/3)</p> <p>B. Alternate Work Site: Any location designated by the Employer other than the assigned headquarters. (Moved from 6/17/1/G/3)</p> <p>C. Work &amp; Travel Time:</p> <ol style="list-style-type: none"> <li>1. (New) Training/seminar/conference held in the assigned headquarter city does not constitute an alternate work site.</li> <li>2. Time spent traveling from employee's residence to and from assigned headquarters is not work time. Time spent traveling to an alternate work site, when required, will be considered work time. (Moved from NN #1)</li> </ol>
	6/19/1/B	<u>Standby/On-Call</u> : Increased to \$4.00 per hour (currently \$3.75 per hour).
	6/21/1	<u>Responsibility Pay</u> : Increased to \$1.15 per hour (currently \$1.00 per hour).
<u>Article VII</u>		<b><u>WORK SCHEDULES</u></b>
	7/7/1	<p><u>Weekend Nursing Programs</u>:</p> <p>B. Employer to give Union 14 days notice of changes to WE nursing programs.</p> <p>H. (New) Appointing authority will determine amount of weekend add-on within range of \$8.00-\$10.00 per hour (per location, not individual) (currently \$7.00/hour)</p>
	7/12/2	<u>Additional Shifts for Part-Time Employees (New)</u> : Additional shifts will be offered to part-time employees in seniority order. If all employees decline, additional shifts will be assigned to part-time employees in inverse seniority order.
<u>Article VIII</u>		<b><u>SENIORITY</u></b>
	8/2/1	<u>Seniority Date Calculation</u> : Changed maximum time for rehire to five years.
<u>Article X</u>		<b><u>LAYOFF PROCEDURE</u></b>
	10/3/1/C	<u>At Risk Employees for Closing or Downsizing Agencies (New)</u> : Developmental Disability Specialists who receive "at risk" letters and who previously attained permanent status as a Nurse Clinician must be interviewed for Nurse Clinician vacancies at the same or lower level, provided that the employee has been certified for hire to the agency.
<u>Article XV</u>		<b><u>GENERAL</u></b>
	15/6/1/F	<u>Subjects for Local Negotiations</u> : Added "Sick leave incentive/disincentive pilot programs." These pilots cannot provide additional benefits to employees.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>Neg. Note 2</u>	Renumbr NN 1	<b><u>DOC REGIONAL HEALTH &amp; SAFETY MEETINGS:</u></b> Changed from six geographic locations to two – Northern Region and Southern Region
<u>Neg. Note 8</u>		<b><u>ADD-ON PAY FOR NURSE CLINICIANS (New):</u></b> Add-on of \$1.00 per hour to Nurse Clinicians performing direct patient care in the following locations: RCI, RYOCF, MMHI, WMHI, WRC, CWC, King. Appointing authorities in employing units other than those listed may provide the add-on at their discretion. Add-on sunsets 6/30/03.
<u>Neg. Note 9</u>		<b><u>DOC STANDBY/ON-CALL WORKGROUP:</u></b> Deleted
<u>MOU 4</u>		<b><u>PROFESSIONAL PRACTICE:</u></b> Deleted
<u>MOU 6</u>		<b><u>PARKING/PUBLIC TRANSIT ACCOUNT (New):</u></b> If ETF develops and implements a system allowing payment for work-related parking and transit on a pre-tax basis, UPQHC covered employees will be allowed to participate.
<u>Appendix F</u>		<b><u>PERSONNEL TRANSACTION PAY ADJUSTMENTS:</u></b>  A. <u>6-Month Increase Provision:</u> Deleted F. <u>Nurse Clinician Minimum Rate (New):</u> Effective June 30, 2002, minimum rate for Nurse Clinicians will be grid level D. Effective October 6, 2002, the minimum rate will be grid level C.
<u>Appendix G</u>		<b><u>DUES &amp; FAIR SHARE DEDUCTIONS:</u></b> New dues deduction formula based on hourly rate.
<u>Side Letter</u> (Not in contract)		<u>Responsibility Pay at DOC:</u> DOC may continue their past practice of providing responsibility pay to Nurse Clinicians.
<u>Side Letter</u> (Not in contract)		<u>Overtime Pay for Nursing Instructors at King:</u> DVA-King may continue to provide overtime pay to Nursing Instructors who work as Nurse Clinicians beyond their normally scheduled work hours.