2003 – 2005 LABOR AGREEMENT
UNITED PROFESSIONALS FOR QUALITY HEALTH CARE
SUMMARY OF CHANGES

The following is a summary of the changes to the 2003-2005 United Professionals for Quality Health Care (UPQHC) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2003-05 UPQHC Agreement for the complete provisions.

ARTICLE	SECTION	SUMMARY OF CHANGES
II.		**UNION RECOGNITION**
	2/1/1	Classification Listing: Classifications & pay ranges & counterparts updated, including implementation of new pay ranges for Nurse Clinician classifications.
	2/8/1/A & B	Union-Management Meetings. Defines the frequency of and procedures for labor-management meetings. • At facilities with 10 or less bargaining unit employees, meetings are held at the request of either party. • At facilities with more than 10 bargaining unit employees, meetings are held once per month, unless mutually agreed otherwise. • Regardless of the number of bargaining unit employees, meetings are held once per quarter at each DOC facility and at DHCF, DPH, and DLS in DHFS. • Management will provide the Union with 48 hours advance notice if more than 3 management representatives will be present at the meeting.
	2/9/1	Joint Labor-Management Meetings. Employer and union agree to informal meetings to solve problems prior to next negotiations. **[Moved from 2/19/1]**
	2/10/1	Union-Management Relations. Affirms policy of the State Employment Relations Act to maintain fair, friendly and mutually satisfactory relations. **[Moved from MOU 2]**
IV.		**GRIEVANCE PROCEDURE**
	4/2/1/B	Pre-filing Step. If grievance is denied, an explanation of the reason for the denial will be included. **[Moved from MOU 3]**
	4/2/1/C	Step One. • Timeframe to meet on grievance reduced to 14 days (from 21). • If grievance is denied, the response will include an explanation of the reason for denial.
	4/2/1D	Step Two. If grievance is denied, the response will include an explanation of the reason for denial.
	4/3/1/C	Time Limits. Establishes deadlines for scheduling arbitration hearings. Cases will be scheduled for hearing within 6 months from date of appeal. Discharge cases will be heard within nine months from the date of appeal and all other cases will be heard within one year.

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	4/9/1	Group Grievances. • Clarifies that the union representative may attend as a spokesperson along with one of the grievants. • Requires management, when possible, to provide 48 hours notice to the union if more than two management representatives will attend the grievance hearing.
	4/11/1	Problem Solving. • Either party may request problem solving at any step of the grievance process. • Management may allow an affected employee(s) to attend if the union requests. Such requests may not be unreasonably denied.
V.		**WAGES**
	5/3/1	HAM-RMR Notification. Employees hired with HAM are not eligible to receive Anniversary Adjustments until their grid level corresponds to their seniority.
	5/3/2	Use of HAM is suspended effective 6/27/04, except in the event of a failed recruitment, and then only if the agency's bargaining unit vacancy rate is 6% or greater. Sunsets 6/30/05.
VI.		**EMPLOYEE BENEFITS**
	6/1/1	Health Insurance. Implements a three-tier health insurance model effective January 1, 2004, including employee monthly contribution amounts.
	6/4/1/B/3-4	Sick Leave. Sick leave for bereavement is to be used during the nine calendar days immediately following the death of the immediate family member. Clarifies that requests for travel time to attend funerals will not be unreasonably denied.
	6/4/1/C	ASLCC: Upon retirement or death, converts sick leave at the employee's highest base pay rate while in state service.
	6/4/1/D	Clarifies that conversion of sick leave credits upon layoff includes supplemental credits. Conversion is at the employee's highest base pay rate while in state service.
	6/4/1/H	SHICC. Expands usage of supplemental health insurance conversion credits to employees who are laid off and expands coverage to surviving insured dependents of permanent state employees who die while in state service. Excludes temporary, school year, seasonal, and sessional layoffs from the definition of "layoff."
	6/4/1/H/6	Clarifies that SHICC credits are available until the credits are exhausted, the laid-off employee accepts any other employment, or 5 years have elapsed, whichever occurs first. Conversion is at the employee's highest base pay rate while in state service.

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	6/5/1/B	Annual Leave. Provides accelerated vacation rate for FLSA exempt employees effective June 27, 2004. Adds reference to seasonal employees and pro-rates leave for employees in pay status less than 80 hours during any pay period during the calendar year.
	6/5/1/C	Provides annual leave rate conversion chart.
	6/5/1/D/3	Annual Leave. Employees eligible for 216 hours annual leave may elect to receive up to 120 hours leave as 40 hours in cash, annual leave during the year earned, or credit for termination or accumulated sabbatical leave.
	6/6/1/A/7	Union Leave. Provides Union President with leave of absence without pay for the length of the term. Clarifies rights upon return from such leave.
	6/9/2 & 6/9/3	Military Service. New language on military differential pay, sick leave and annual leave for employees activated into certain federal service.
	6/14/1	Holidays. Adds one additional paid personal holiday each calendar year in recognition of Veterans Day.
	6/17/1	Compensatory Time. Employees will not be required to adjust their schedules within the same pay period in order to prevent accumulation of comp time.
	6/17/2/B	Compensatory Time. Employees classified as Nursing Instructors will earn comp time when filling in for a Nurse Clinician and providing direct care.
	6/17/2/C	Employees will not be required to adjust their schedules within the same pay period in order to prevent accumulation of comp time.
	6/20/1/B/1	Responsibility Pay. Hours changed to 5 p.m. – 7 a.m. (formerly 7 p.m. – 7 a.m.)
	6/20/C/1&2	Hours changed to 5 p.m. – 7 a.m. (formerly 7 p.m. – 7 a.m.)
	6/20/1/D	Increased weekend differential to $.75 per hour (formerly $.65).
	6/24/1/C	Catastrophic Leave. Excludes certain unclassified positions and elected officials from definition of "covered employees."
	6/25/1	Americans with Disabilities Act (ADA). Parties agree to interpret and apply the Agreement in a manner consistent with the requirements of the federal ADA. [Moved from NN 4]
	6/26/1	Family and Medical Leave Act. Parties agree to interpret and apply the Agreement in a manner consistent with the requirements of the federal and state Family and Medical Leave Act. [Moved from NN 5]

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VII.		**WORK SCHEDULES**
	7/10/1/A	Floating. 1. Employer agrees to make every reasonable effort to prevent floating of a nurse out of his/her permanent assignment. 3. Upon request, nurses will receive proper orientation to new or unfamiliar procedures and/or equipment. 4. Through local negotiations, the union and management may decide on floating clusters based on program, resident population, etc.
	7/12/1/A	Overtime & Additional Shifts. Makes reference to Memorandum of Understanding #9 for exemptions to forced overtime.
	7/12/2/D	When possible, 24 hours notice will be given to part time employees when additional shifts are being cancelled.
IX.		**TRANSFERS**
	9/1/1	Request. All transfer requests will be maintained for a period of six months from the date of receipt.
	9/3/1/D	Reassignment. The employee will receive specific orientation to the policies and procedures of new work unit; prior to reassignment, when feasible.
	9/3/1/E	Establishes specific criteria for the Employer to consider when selecting employees for reassignment. [Moved from MOU 1]
X.		LAYOFF PROCEDURE
	10/3/1	Options Available for Employees Who Have Been Notified of Layoff. Defines “working days” as Monday through Friday.
	10/3/1/A	Transfer in lieu of layoff. The most senior employee to be laid off has the right to transfer to a permanent vacant position in any class in the same or counterpart pay range in the employing unit provided they are qualified to perform the work, regardless of FTE of the new position.
	10/3/1/B	Movement Between Departments. 1. An employee may file a request for transfer to any department and has the right to be appointed to any permanent vacancy in a class in the same or counterpart pay range for which s/he is qualified. 2. An employee may file a request for demotion to any department and may be appointed to any permanent vacancy in a class for which s/he is qualified.

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	10/3/1/C	Employees who transfer or demote outside of their employing unit may be placed on a permissive probation.
	10/3/1/D	At-Risk Employees for Closing or Downsizing Agencies. 1. At-risk employees may apply for transfer to a class in the same or counterpart pay range in any agency. The 5 most senior qualified employees will be interviewed. If qualified, at-risk employees will receive first consideration. 2. At-risk employees with permanent status in a lower class must be interviewed for vacancies in that lower class in any agency, if qualified. If qualified, at-risk employees will receive first consideration; seniority is the tie-breaker.
	10/3/1/E	1.b. If qualified, an employee may bump downward to a lower class in his/her employing unit provided they have previously held permanent status in that class. Employees laid off by subtitle have bumping rights to positions in their same class, if qualified. 1.c. If qualified, employees in specified classes may bump laterally or downward into the Nurse Clinician series within the employing unit.
XI.		**HEALTH AND SAFETY**
	11/6/2	Violence in the Workplace. Security training for LTEs, contract employees and student nurses in DOC will be assigned to members of UPQHC. [Moved from NN 7]
XIII.		**PROFESSIONAL DEVELOPMENT**
	13/6/1	Tuition Reimbursement for Part Time Education. Provides tuition reimbursement for courses not offered at institutions of higher education in the State of Wisconsin. Also provides reasonable time off without pay for courses offered through the internet. States that determination of job relatedness will not be unreasonably denied.

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		NEGOTIATING NOTES
	NN #1	Regional Health & Safety Meetings: Updated lists of institutions within each region. Provides that one member of the bargaining unit from each institution may attend the regional meeting without loss of pay.
	NN #3	Infection Control Exchange: Representatives of the infection control network will be appointed no later than 90 days after the effective date of the Agreement. The first meeting will be held no later than 120 days after the effective date of the Agreement.
	NN #4	Professional Liability: Expands coverage to include employees employed at Departments of Health and Family Services and Veterans Affairs.
	NN #5	Add-On Pay For Nurse Clinicians: Add-on of $1.00 per hour to Nurse Clinicians performing direct patient care at RCI, RYOCF, MMHI, WMHI, WRC, CWC, and King, continues through 6/26/04. Effective 6/27/04, the add-on is paid at the discretion of the appointing authority. Appointing authorities in employing units other than those listed may also provide the add-on at their discretion. Also, the add-on may be paid to an employee in a position allocated to a nursing classification other than Nurse Clinician and who is providing direct care when filling in for a Nurse Clinician. In addition to the $1.00 per hour add-on, Nurse Clinicians providing direct patient care at the following Department of Corrections locations may be paid up to $3.00 per hour add-on: Dodge Correctional Institution-Infirmary, Dodge Correctional Institution-Hemodialysis and Milwaukee Secure Detention Facility. Employer will provide the Union with 30 days notice if the add-on will cease. Clarifies that the add-on is paid for hours worked.
	NN #6	Prior Occupational Professional Experience (POPE) (New): Effective 6/27/04, implements a hiring rate structure based on full years of prior experience in the same designated discipline for both non-nurse clinicians and nurse clinicians. The State will adjust all current bargaining unit employees to the appropriate grid level according to the POPE scale based on seniority. Effective 6/27/04, use of HAM is prohibited unless a recruitment fails, and even then HAM may be used only if the employing unit's BU vacancy rate is six percent or greater.
	NN #7	Sign-On Bonus For Nurse Clinician 2's & 3's (New): Gives sole discretion to the Departments of Corrections, Health & Family Services, and Veterans Affairs to grant a sign-on bonus of up to $2,500 to newly hired Nurse Clinician 2's & 3's. Bonus must be mentioned in the recruitment announcement, employee must be hired on an original appointment, and employee must sign an agreement to remain in that position for one year or the bonus must be repaid.

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	NN #8	Statewide Float Pool Committee (New): Creates a joint union/management committee (four members each) to study the feasibility of creating a statewide float pool to address concerns regarding mandatory overtime and other coverage issues. Union representatives serve without loss of pay. Consensus recommendations to be submitted to the OSER Director by August 15 as to the feasibility of creating a statewide float pool, how it would be staffed, its functions, and other relevant details. The OSER Director will share the recommendations with the DOA Secretary as necessary regarding staffing of the float pool.
	NN #9	Lump Sum Language (New): Provisions for lump sum payments for current, laid off or retired bargaining unit members should they become necessary.
		MEMORANDA OF UNDERSTANDING
	MOU #1	Protective Occupation Status: Continues agreement that the union may pursue protective occupation status for its members at the Department of Corrections or the institutions at the Department of Health & Family Services: MMHI, SRSTC, WMHI and WRC.
	MOU #2	2005-2007 Bargaining Team Wages (Renumbered - MOU 5)
	MOU #3	Contracting Out (New): The Employer agrees to establish a shared format to be used by all agencies in tracking contracted services; abide by current state procurement policies and collective bargaining agreements; a notice will be issued to the union for all vendor-managed service contracts within 5 working days prior to each service engagement; DOA will issue memo to agencies by January 2, 2004, clarifying process to be followed by agencies; establish an advisory group comprised of three management members and three union members for the purpose of advising the DOA Secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members and provide recommendations, if any.
	MOU #4	Deinstitutionalization (New): Establishes a committee to advise the Secretary of Health & Family Services on specialized professional services needed to enable the community placement of long-term residents of Northern Wisconsin Center.
	MOU #5	Downing At Wisconsin Veterans Home King (New): Wisconsin Veterans Home-King agrees to stop the practice of "downing" to avoid payment of overtime.
	MOU #6	Employees Elected Or Appointed President Or Performing Special Projects (New): The union will reimburse the State for the salary and benefits for those employees either elected or appointed president of SEIU District 1199W/UP or designated by the president to perform special projects in compliance with set procedures.
	MOU #7	Fair Labor Standards Act (FLSA)(New): Employees who currently are eligible to receive overtime compensation will continue regardless of changes to the Federal Fair Labor Standards Act. MOU will sunset on June 30, 2005.

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	MOU #8	Float Pool Nursing Programs (New): This memorandum gives agencies, at their sole discretion, the authority to establish Float Pool Nursing Programs in order to recruit and retrain qualified nursing personnel and to reduce overtime.
	MOU #9	Forced Overtime (New): Establishes six exemptions for employees to reduce forced overtime and encourages additional language for shift assignment protections at the local level.
	MOU #10	Reinstatement Eligibility & Restoration Rights For Employees Laid Off Due To Agency Elimination Or Transfer Of Functions To Another State Agency: Gives an employee reinstatement eligibility according to 10/5/1 and restoration rights according to 10/4/1 if laid off during 2003-2005 fiscal biennium if state agency is eliminated or functions performed are transferred to another state agency.
	MOU #11	Me Too Language: The parties agree the following will be provided under the same terms and conditions agreed to for other bargaining units: wages, length of service payments, 3 tier health insurance program, dental plan and contracting out MOU.
		APPENDIX
	Appendix F	Dues And Fair Share Deductions: If the Union changes the dues rate, the union will notify the Employer. The Employer will implement the new dues rate within 30 days from receipt of notice.