

NEGOTIATING NOTE - 1
2001-2003-2005 AGREEMENT

Department of Regional Health & Safety Meetings

Upon request from the Union, the Department of Corrections will hold two (2) regional health and safety meetings per year will be held at each region listed below. New Department of Corrections institutions will be added to the appropriate region as they open. One (1) member of the bargaining unit from each institution within the region as listed below shall be permitted to attend the regional meeting without loss of pay. The regional meeting may be held at any institution within the regions specified below, as designated by the Employer.

Northern Region

Green Bay Correctional Institution

Jackson Correctional Institution

Lincoln Hills School

Oshkosh Correctional Institution

Kettle Moraine Correctional Institution

Taycheedah Correctional Institution

Dodge Correctional Institution

Waupun Correctional Institution

Fox Lake Correctional Institution

John Burke Correctional Center

Redgranite Correctional Institution

Stanley Correctional Institution

Wisconsin Resource Center - DHFS

Nursing Specialist Representative – Northern

Southern Region

Racine Correctional Institution

Ethan Allen School

Milwaukee Secure Detention Facility

Oakhill Correctional Institution

Racine Youthful Offender Correctional Facility

Southern Oaks Girls School

Columbia Correctional Institution

Robert E. Ellsworth Correctional Center

Highview Correctional Institution

New Lisbon Correctional Institution

Prairie du Chien Correctional Institution

Wisconsin Secure Program Facility

Nursing Specialist Representative - Southern

The Employer shall not be responsible for any travel expenses related to attendance at these meetings.

NEGOTIATING NOTE - 2
2001-2003-2005 AGREEMENT

Department of Corrections
Health Services Institution Staff Meeting
Health & Safety Agenda

The Department of Corrections Health Services supervisory personnel shall include health and safety concerns as a specific agenda item during each monthly institutional staff meeting. Where appropriate and when requested, a written response will be provided no later than thirty (30) days from the meeting date.

NEGOTIATING NOTE - 3
2001-2003-2005 AGREEMENT

Infection Control Exchange

A. The Union and the Employer share concern that infectious diseases pose occupational risks for employees. These diseases include diseases spread by blood-borne pathogens and other communicable diseases.

B. The Union and the Employer agree to establish a statewide network on infection control to facilitate the exchange of information on infection control issues. The designated representatives will:

1. Develop a work plan,
2. Collect, analyze, and disseminate infection control information,
3. Disseminate product information through existing Employer and Union communication channels,
4. Compile a resource directory, and
5. Make recommendations for product purchasing and training.

C. The Network shall consist of six (6) representatives of the Union, designated by the Union, to represent employees on the following basis: one (1) representative from the University of Wisconsin System; one (1) representative from the Department of Corrections; one (1) representative from the Wisconsin Veterans Home; one (1) representative from the Division of Public Health, Department of Health and Family Services; one (1) representative from the Centers for the Developmentally Disabled; and one (1) representative from the Mental Health Institutes and the Wisconsin Resource Center. The Employer shall designate an equal number of representatives. Both the Union and the Employer shall make efforts to designate representatives with knowledge and experience on infection control. Representatives of the Network will be appointed no later than 90 days after the effective date of this Agreement. The first meeting of the Network will be scheduled no later than 120 days after the effective date of this Agreement.

D. The Network shall have co-chairs, with one co-chair designated by the Union and the other co-chair designated by the Employer.

E. Union representatives on the Network may from time to time perform some tasks related to Network projects during work time (reference paragraph B, above) with appropriate advance permission from the employee's immediate supervisor.

F. Annually, representatives participating in the Network will meet to exchange information on new developments in the area of infection control. Union representatives shall attend the annual meeting without loss of pay. (No Union representative shall be required to use vacation or compensatory time.) The Employer shall not be responsible for meals, lodging, or mileage reimbursement for the Union's representatives for the annual meeting. In planning and scheduling the annual meeting, the co-chairs shall take into consideration the need for advance planning to avoid disruption of schedules or staffing problems.

~~NEGOTIATING NOTE 4~~

~~2001-2003 AGREEMENT~~

~~Americans with Disabilities Act~~

~~The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the requirements of the federal Americans with Disabilities Act (ADA). The parties also agree to make a good faith effort to abide by the ADA (as applicable and as amended).~~

~~Disputes which concern application of the ADA shall not be subject to the grievance procedures as outlined in Article IV.~~

~~Before the Employer (DOSER) implements new policies and procedures describing employee rights required by ADA, the Employer will provide an opportunity for the Union to review the materials and make comments.~~

~~NEGOTIATING NOTE 5~~

~~2001-2003 AGREEMENT~~

~~Family and Medical Leave Acts~~

~~The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA), as amended.~~

~~Disputes which arise concerning application of the FMLA and/or the WFMLA shall not be subject to the grievance procedures as outlined in Article IV.~~

~~Before the Employer (DOSER) implements new policies and procedures describing employee rights required by FMLAs, the Employer will provide an opportunity for the Union to review the materials and make comments.~~

NEGOTIATING NOTE - 64
2001-2003-2005 AGREEMENT

Professional Liability

The Departments of Corrections, Health and Family Services, and Veterans Affairs agrees to reimburse ~~a Nurse Clinician or Physician Assistant~~ employees employed in the agencies' respective institutions for the actual customary and reasonable costs incurred by independent legal counsel, not to exceed five thousand (\$5,000.00), to defend against complaints by an ~~inmate~~ individual residing in the institution or in the interests of ~~an inmates~~ such individuals seeking revocation of his or her professional license or certificate under the following conditions: the ~~Department of Corrections~~ agency chooses not to provide legal assistance to the employee; and the ~~Department of Corrections~~ agency determines that the employee has acted in the scope of employment and the employee has followed the appropriate department policies, procedures and protocols.

NEGOTIATING NOTE - 7
2001-2003 AGREEMENT

DOC Security Training

~~Security training for LTEs, contract employees and student nurses in the Department of Corrections shall not be assigned to members of this bargaining unit. If this work is assigned to bargaining unit members, they will receive responsibility pay as set forth in 6/20/1/A.~~

NEGOTIATING NOTE - 85
2001-2003-2005 AGREEMENT

Add-On Pay for Nurse Clinicians

An add-on amount of one dollar (\$1.00) per hour shall be paid to supplement the base pay of employees meeting the following criteria:

- A. In a position which is allocated to the Nurse Clinician classification series and providing direct patient care.

- B. Employed by one of the following employing units: Racine Correctional Institution, Racine Youthful Offender Correctional Facility, Mendota Mental Health Institute, Winnebago Mental Health Institute, Wisconsin Resource Center, Central Wisconsin Center, and Veteran's Home-King.

At the sole discretion of the appointing authority, employing units other than those included under B., above, may provide the one dollar (\$1.00) per hour add-on pursuant to A., above.

Effective the first pay period following the effective date of the Agreement through June 26, 2004, the Employer agrees to continue payment of the \$1.00 per hour add-on provided under NN 8 of the 2001-2003 Agreement for those employees currently receiving the add-on.

Effective June 27, 2004, at the sole discretion of the appointing authority, an add-on amount of one dollar (\$1.00) per hour may be paid to supplement the base pay of employees, subject to the following:

- A. The employee is in a position which is allocated to the Nurse Clinician classification series and is providing direct patient care.

- B. The employee is in a position which is allocated to a nursing classification other than Nurse Clinician and is providing direct patient care when filling-in for a Nurse Clinician as described under A., above.

C. In addition to the one dollar (\$1.00) per hour add-on, Nurse Clinicians providing direct patient care at the following Department of Corrections locations may be paid up to an additional three dollars (\$3.00) per hour add-on:

1. Dodge Correctional Institution – Infirmery
2. Dodge Correctional Institution – Hemodialysis
3. Milwaukee Secure Detention Facility

D. The applicable add-on is paid for all hours worked under A. through C., above.

E. The appointing authority will provide at least 30 days notice to affected employees and the Union when payment of paid add-ons will cease.

~~The add-on shall be effective the first day of the pay period following the effective date of the Agreement.~~ This negotiating note sunsets on June 30, 2003⁵, unless the parties mutually agree to extend.

NEGOTIATING NOTE - 6
2003-2005 AGREEMENT

Prior Occupational Professional Experience (Pope)

Effective June 27, 2004, the following hiring rate structure will be implemented based on prior experience in the same designated discipline. Pursuant to 5/3/2, use of Hiring Above the Minimum is only allowed in the event of a failed recruitment. If the employing unit's vacancy rate for the bargaining unit falls below six (6) percent, use of HAM is prohibited, even in the event of a failed recruitment.

<u>Non-Nurse Clinicians</u>		<u>Nurse Clinicians</u>	
<u>Full Yrs. of Experience</u>	<u>Pay Set At:</u>	<u>Full Yrs. of Experience</u>	<u>Pay Set At:</u>
<u>Less than 1 year</u>	<u>Grid Level A</u> <u>(minimum of pay range)</u>	<u>Less than 1 year</u>	<u>Grid Level C</u> <u>(minimum of pay range)</u>
<u>1 – 2 years</u>	<u>Grid Level B</u>	<u>1 – 2 years</u>	<u>Grid Level D</u>
<u>3 – 4 years</u>	<u>Grid Level C</u>	<u>3 – 4 years</u>	<u>Grid Level E</u>
<u>5 – 9 years</u>	<u>Grid Level D</u>	<u>5 – 9 years</u>	<u>Grid Level F</u>
<u>10 or more years</u>	<u>Grid Level E</u>	<u>10 or more years</u>	<u>Grid Level G</u>

Effective June 27, 2004, the State will adjust all bargaining unit employees that are not at the appropriate corresponding grid level according to the POPE scale above. Such adjustments will be based on seniority as defined under Article VIII, of this Agreement, and will be implemented before any anniversary adjustments, market adjustments, or stratifications effective on that date.

NEGOTIATING NOTE - 7
2003-2005 AGREEMENT

Sign-On Bonus for Nurse Clinician 2's & 3's

At the sole discretion of the appointing authority in the Departments of Corrections, Health and Family Services, and Veterans Affairs, a sign-on bonus in an amount up to twenty-five hundred (\$2,500) dollars may be paid under the following conditions:

1. The sign-on bonus was included in the recruitment notice.
2. The employee must be an original appointment to a Nurse Clinician 2 or 3 position.
3. The employee must sign an agreement, as drafted by the agency, agreeing to remain in that position for one year from the date of hire. If the employee leaves the position prior to that time for any reason, the employee must reimburse the agency for the entire amount of the sign-on bonus, unless the Employer agrees otherwise.

The sign-on bonus will be included in the employee's first paycheck and is subject to all normal withholdings.

This Negotiating Note will sunset on June 30, 2005, unless the parties mutually agreed to extend.

NEGOTIATING NOTE - 8
2003-2005 AGREEMENT

Statewide Float Pool Committee

The parties agree to create a joint union/management committee to study the feasibility of creating a statewide float pool to address concerns raised during the 2003-2005 negotiations regarding mandatory overtime and other coverage issues.

1. The study committee will be comprised of four management members and four union members, as appointed by the Union.

2. Members appointed by the Union will serve on the committee without loss of pay.

3. The members of the committee will be appointed within 90 days of the effective date of this Agreement and the first meeting of the committee scheduled within 120 days of the effective date of this Agreement.

4. By August 15, 2004, the committee will submit consensus recommendations to the Director of the Office of State Employment Relations (OSER) as to the feasibility of creating a statewide float pool, how such a float pool would be staffed, its function, and other such details as may be relevant to the operation of a statewide float pool.

5. The Director of OSER will share the committee's recommendations with the Secretary of the Department of Administration, as necessary, based on the committee's recommendations regarding staffing of the float pool.

It is understood that the purpose of this committee is to conduct a feasibility study and that this negotiating note does not obligate the Employer to appropriate resources or funding for this purpose, nor to implement the committee's recommendations as submitted.

NEGOTIATING NOTE - 9

2003-2005 AGREEMENT

Lump Sum Language

If lump sum payment language should become necessary due to delay in implementation of this Agreement, the parties agree that Article V, Section 2, will be drafted to reflect such needed changes. It is further agreed that retired and laid off employees will be eligible to receive any lump sum payments to which they would have otherwise been entitled but for the delay in implementing this Agreement.

~~MEMORANDUM OF UNDERSTANDING - 1~~

~~2001-2003 AGREEMENT~~

~~Reassignment~~

~~The parties recognize that the Employer may temporarily reassign employees according to Article IX, Section 3. In the event the Employer temporarily reassigns an employee to another geographic area, the following criteria will be considered to select the employee to be reassigned;~~

- ~~A. Effective and efficient program operation and service delivery, and/or;~~
- ~~B. Employee familiarity with the reassignment site, and/or;~~
- ~~C. Employee proximity to the reassignment site.~~

~~Before the Employer reassigns an employee to a work site which is located such that the employee would travel an additional forty (40) miles one way to reach the work site, the Employer shall make a good faith effort to seek volunteers for the assignment.~~

~~MEMORANDUM OF UNDERSTANDING - 2~~

~~2001-2003 AGREEMENT~~

~~Union - Management Relations~~

~~During the course of negotiating the 1989-91 Agreement, lengthy discussions were held regarding the relationship between supervisors and employees.~~

~~The purpose of this Memorandum is to reiterate the position that supervisors and employees should treat each other with mutual respect by using professional behavior and language, thus avoiding an intimidating, hostile or offensive working environment.~~

~~The Union and Management affirm the policy of the State Employment Labor Relations Act to maintain fair, friendly and mutually satisfactory relations in state employment.~~

MEMORANDUM OF UNDERSTANDING - 3
2001-2003 AGREEMENT

Grievance Explanation

~~A brief explanation will be provided for all grievances denied at the Pre-Filing Step and Steps 1 or 2.~~

MEMORANDUM OF UNDERSTANDING - 41
2001-2003-2005 AGREEMENT

Protective Occupation Status

During the course of negotiating the 2001-2003-2005 collective bargaining agreement between the Professional Patient Care bargaining unit and the State of Wisconsin, discussions were held regarding protective occupation status.

The ~~Department~~Office of State Employment Relations will not oppose efforts by this bargaining unit to pursue legislative authorization of protective occupation status, under s. 40.02(48)(am), Wis. Stats., for members of this bargaining unit employed within the Department of Corrections or at the following institutions within the Department of Health and Family Services: Mendota Mental Health Institute, Sand Ridge Secure Treatment Center, Winnebago Mental Health Institute, and Wisconsin Resource Center.

MEMORANDUM OF UNDERSTANDING - 52
2001-2003-2005 AGREEMENT

2001-20032005-2007 Bargaining Team Wages

As the result of recent discussions between the respective bargaining teams during recent contract negotiations, the parties agreed that the successor collective bargaining Agreement will be negotiated within the

framework of the consensus bargaining model as practiced by the parties in their previous several negotiations. The State agrees to the Union's request for paid bargaining time for its members as follows:

A. Subject to B., below, UPQHC bargaining team members will be in without loss of pay status for all face-to-face bargaining days which are conducted within the framework of the consensus bargaining model;

B. The number of UPQHC bargaining team members who may receive paid bargaining time, pursuant to A., above, is no more than ten (10) on any one bargaining day.

MEMORANDUM OF UNDERSTANDING - 6
2001-2003 AGREEMENT

~~Parking/Public Transit Account~~

~~It is possible that, during the life of this agreement, the Department of Employee Trust Funds (DETF) will develop an account system similar to or part of the Employee Reimbursement Account (ERA) Program that will allow state employees to pay for work-related parking and transit on a pre-tax basis. The Employer and Union agree that if such an account system is developed and implemented, employees covered under this agreement will be allowed to participate in the system. By agreeing to allow such participation, the Employer and Union also agree that all dates, rules and conditions established by the DETF for the system's implementation and administration will apply.~~

MEMORANDUM OF UNDERSTANDING - 3

2003-2005 AGREEMENT

Contracting Out

During the course of negotiations for the 2001-2003 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the State is committed to managing contracts for services in a manner consistent with the best interests of the State as a whole. It is essential that the State comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The State wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:

- 1) DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.
- 2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.
- 3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a justification of need for contracted services that includes a statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees.

4) An advisory group will be established and comprised of three management members and three union members (as appointed by all bargaining units) 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. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:

- a) the relevant factors to be considered in preparing the justification of need required under current procurement procedures;
- b) the preparation of accurate, economical, efficient and effective analyses;
- c) consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services; and
- d) procedures to ensure agency compliance with union notification requirements.
- e) operational issues created by movement of employees between state service and contract service firms.

The advisory group may provide consensus recommendations, if any, to the DOA secretary by July 1, 2004. The DOA secretary will meet with the advisory group to discuss its recommendations.

This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING - 4

2003-2005 AGREEMENT

Deinstitutionalization

During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the Union regarding the State's plan to develop community placement opportunities for current residents of Northern Wisconsin Center. In recognition of the State's and the Union's concerns for the ongoing welfare of the residents and the future availability of the specialized, professional services currently provided by the SEIU District 1199W/UP, and in order to assist the transition to suitable alternative employment of employees represented by the SEIU District 1199W/UP, who may be displaced as a result of proposed changes in the State's management of long term care, the parties agree to the following:

A committee will be established to advise the Secretary of the Department of Health and Family Services on specialized professional services needed to enable the community placement of long-term residents of Northern Wisconsin Center. This committee will consist of up to three representatives appointed by SEIU District 1199W/UP, up to three representatives chosen by DHFS, and up to three county representatives. This committee will develop recommendations for the DHFS Secretary by March 1, 2004, on the following topics:

1. Identification of the needs for specialized, professional services currently provided by members of SEIU District 1199W/UP to residents of Northern Wisconsin Center, and the availability of those services in community-based settings.
2. Options available to DHFS in ensuring continuity of care for those residents placed in the community.
3. Options available to DHFS in involving members of SEIU District 1199W/UP currently employed by DHFS in providing that continuity of care.
4. Employment options available to members of SEIU District 1199W/UP likely to be displaced as a result of the Northern Wisconsin Center changes.
5. Options that could be used as a model in the future if there would be significant downsizing at other DHFS facilities.

The DHFS Secretary will meet with the advisory committee to discuss its recommendations.

This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING - 5
2003-2005 AGREEMENT

Downing At Wisconsin Veterans Home-King

Date: October 10, 2003

To: Neal Spranger
 Director of Personnel
 Wisconsin Veterans Home-King

From: Seth Perelman
 Administrator
 Division of Administration

Subject: "Downing"

In the practice known as "downing," an employer permits employees to use vacation, sick or holiday time to accumulate a forty hour week, but the employer does not permit the use of such time for any hours above forty hours in a work week. The employer then pays at the overtime rate for those hours actually worked beyond the basic forty in a workweek. The employer, however, does not pay at the regular rate for those hours beyond forty taken as sick, vacation or compensatory time, but rather, treats such hours in excess of forty as hours not worked. Those hours are then "downed."

This agency has engaged in the practice of "downing" for many years, but will now cease to do so. Please take whatever steps are necessary to insure our compliance with this decision.

MEMORANDUM OF UNDERSTANDING - 6

2003-2005 AGREEMENT

Employees Elected Or Appointed President

Or Performing Special Projects

The purpose of this Agreement between the State and SEIU District 1199W/UP is to preserve salary and salary-generated benefits of state employees who are either elected or appointed president of SEIU District 1199W/UP or designated by the president to perform special projects on behalf of the District. Under this agreement, the Union agrees to fully reimburse the state for the costs of the salary and salary-generated benefits for time spent by those employees during that elected or appointed period or when performing special projects.

The State of Wisconsin hereby agrees to continue base pay and benefits for any employee who is either elected or appointed as the president of SEIU District 1199W/UP and who is granted a leave of absence without pay to serve in such capacity pursuant to the 2003-2005 Agreement or those employees granted a leave of absence without pay upon designation by the president to perform special projects on behalf of the District, limited to no more than six (6) weeks for any one project. Employees are limited to one such project per year of the Agreement.

Continuation of this Agreement is contingent upon the Union reimbursing affected agencies for salary and salary-generated benefit costs attributed to the employee(s). The amount of reimbursement each pay period will be based on the employee(s)'s base hourly rate plus the additional hourly benefit rate to cover the full cost to the state of each employee's payroll and fringe benefits as determined by the individual's Central or University of Wisconsin Payroll deductions for A, B, and C payrolls, respectively.

The obligation for the continued payment by the state agencies of salary and benefits to the state employees either elected or appointed president of SEIU District 1199W/UP or designated by the president to perform special projects on behalf of the District is contingent upon reimbursement to those agencies by the Union and with compliance of the following procedures:

1. This agreement shall apply only to employees elected or appointed as president of SEIU District 1199W/UP, in accordance with the collective bargaining agreement, and those employees designated by the president to perform special projects on behalf of the District. Upon each such occasion, the Union will provide the Office of State Employment Relations (OSER) with the following information: name of

employee(s), agency where employed, date(s) on which the employee will be absent to participate as president or perform a special project.

2. The affected state agency shall maintain the employee in pay status not to exceed eight (8) hours per scheduled work day for all days in each work week during a pay period in which the employee is on leave.

3. The Union shall certify, in writing to OSER at the conclusion of each month in which an employee was engaged in union business pursuant to this agreement, the total amount of reimbursement due to each of the affected agencies for that month. Agencies will reconcile these amounts and notify OSER who will, in turn, notify the Union of any discrepancies.

4. The Union shall reimburse each individual state agency by delivering to OSER a check for each such agency in the amount certified by OSER. Reimbursement by the Union for each monthly period shall be made no later than the fifteenth (15th) of the month subsequent to the month for which reimbursement is being provided.

5. Disagreements by the Union about the amounts certified by OSER shall not be grounds for withholding, delaying, or reducing payments to the state agencies.

6. Failure by the Union to reimburse the amounts as certified by OSER to any agency within the time limits set by this agreement shall void this agreement and release the State and its agencies from any further obligation under this agreement to maintain the pay status for designated employees while engaged in union business, and the obligations of the State under this agreement will not be restored by tender of reimbursement by the union at any later date or by collection by the State.

This agreement will terminate on June 30, 2005, unless extended by mutual agreement.

MEMORANDUM OF UNDERSTANDING - 7

2003-2005 AGREEMENT

Fair Labor Standards Act (FLSA)

Regardless of changes to the federal Fair Labor Standards Act, the Employer agrees that employees shall continue to be eligible to receive overtime compensation for the term of this Agreement under the following conditions:

1. The employee was eligible for overtime compensation under FLSA immediately prior to any changes in the FLSA regarding eligibility for overtime compensation; and
2. The employee continues to be employed in the same position, under 1., above, or another position which would have qualified him/her for overtime compensation.

This memorandum of understanding will sunset on June 30, 2005, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING - 8

2003-2005 AGREEMENT

Float Pool Nursing Programs

Float Pool Nursing Programs are designed to recruit and retain qualified nursing personnel and to reduce overtime, to the extent possible. Agencies may establish Float Pool Nursing Programs as follows:

- A. Employing units may, at their sole discretion, establish, expand or eliminate Float Pool Nursing Programs.
- B. The Employer will give the Union fourteen (14) days notice of employing unit decisions to establish, expand, or eliminate Float Pool Nursing Programs.

C. Nurse Clinician 2 & 3 positions (hereafter referred to as "Float Pool Nurse") will be allocated to the Float Pool Nursing Programs.

D. Employing units participating in the Float Pool Nurse Program will designate positions, by work unit, to be allocated as Float Pool Nurse positions.

E. Employing units will designate Float Pool Nurse positions as either straight shift or rotating shift positions.

F. Designated Float Pool Nurse positions will be filled in accordance with the procedures established in Article IX of this Agreement, unless an alternative procedure is locally negotiated.

G. Float Pool Nurses:

1. Will not be assigned a caseload.

2. Will be utilized to help prevent required overtime and will not regularly be utilized to fill in for extended leaves or extended time off, unless locally negotiated otherwise.

H. Whether Float Pool Nurses are subject to forced overtime and, if so, the order of required scheduled and unscheduled overtime will be locally negotiated.

I. Float Pool Nurses may volunteer for overtime shifts, either on days off or as continuing hours. Overtime volunteerism will be assigned by seniority or as modified by local agreements.

J. Float Pool Nurses are considered a work unit for purposes of vacation selection.

K. Float Pool Nurses must commit to work the shifts described in E., above, for a six (6) month period.

L. The terms and conditions of the collective bargaining agreement apply to Float Pool Nursing Programs, except as modified under this MOU.

The provisions of this MOU sunset on June 30, 2005, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING - 9
2003-2005 AGREEMENT

Forced Overtime

As it is in the mutual interest of both parties to reduce forced overtime to improve working conditions, the parties strongly encourage agencies and the union to facilitate problem-solving methodology in developing a system satisfactory to both parties. It is the understanding of the parties that required staffing levels must be maintained.

Every reasonable effort will be made to abide by the following exemptions. The exemptions apply in the order set forth below, unless otherwise mutually agreed to locally:

1. No employee on approved prescheduled leave (i.e., approved prior to posting of the schedule) will be required to work overtime. This exemption begins at the end of the last regularly scheduled shift prior to the start of the prescheduled leave through scheduled days off immediately following the prescheduled leave, up to the start of the next regularly scheduled shift.
2. No employee will be required to work involuntary overtime shifts on more than two consecutive days.
3. Employees who volunteer for overtime or extra shifts will not be forced for additional hours immediately preceding or following the volunteered shift.
4. Employees at employing units with more than twenty (20) bargaining unit employees will not be forced to work overtime more than one (1) time per fourteen (14) calendar days. If all eligible employees are exempt, the least exempt employee will be required to work.
5. Employees forced to work continuing hours who find their own replacement cannot be forced again for that same time period.
6. Employees who volunteer for overtime or extra shifts on a specific unit will not be pulled from that unit for that volunteered shift.

It is the employee's responsibility to notify the scheduler or designee of his/her eligibility for any of the above exemptions.

The parties are encouraged to consider additional language for shift assignment protections at the local level.

The provisions of this MOU are subject to the grievance procedure under Article IV of this Agreement.

The parties agree to evaluate this MOU during the 2005-2007 negotiations.

MEMORANDUM OF UNDERSTANDING - 10
2003-2005 AGREEMENT

Reinstatement Eligibility & Restoration Rights For Employees Laid Off
During The 2003-2005 Fiscal Biennium Due To Agency Elimination Or
Transfer Of Functions To Another State Agency

Employees laid off during the 2003-2005 fiscal biennium because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 10/5/1 of the agreement and restoration rights according to 10/4/1 of the agreement to the state agency to which the functions previously performed by the person are transferred.

This MOU will sunset upon expiration of the 2003-2005 Agreement, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING - 11

2003-2005 AGREEMENT

Supplemented Wages, Changed Benefit Premium Contributions
And Contracting Out Mou

The following agreement is in force only after the date on which a tentative agreement has been reached on the 2003-2005 collective bargaining agreement and expires upon tentative agreements being reached with all other bargaining units on 2003-2005 collective bargaining agreements.

The parties agree to the following, subject to employee eligibility. The following will be provided to eligible UPQHC-represented employees under the same terms and conditions as agreed to for other bargaining units.

Wages: If General Wage Adjustment (GWA) percentage amounts greater than one percent (1.0%) are agreed to with other bargaining units, that additional percentage amount will be available, within the parameters of the appropriate grid, for eligible UPQHC-represented employees.

Length of Service Payments (LOSP): If LOSP without a corresponding reduction in GWA is agreed to with other bargaining units, LOSP will be available for eligible UPQHC-represented employees.

3-Tier Health Insurance Program:

- The lowest employee premium contribution amounts agreed to with other bargaining units, excluding the Milwaukee Graduate Assistants Association and the Teaching Assistants' Association, will be available for eligible UPQHC-represented employees.
- Payroll deductions for the new health insurance program will commence the same pay period for all employees.
- If payroll deductions associated with employee premium contributions for the initial effective date of coverage under the 3-Tier Health Insurance Program are missed, the Employer agrees to ensure, to the best of its ability, that employees will be minimally impacted by the process to collect the delayed premium deductions.

- The Employer agrees to have provisions in place for employees to elect or change enrollment information due to finalized employee premium contribution amounts. The final date for submission of such changes will be determined by the Department of Employee Trust Funds and must allow sufficient time for processing the change requests prior to the effective date of coverage.

Dental Plan:

- The highest Employer premium contribution amount agreed to with other bargaining units will be available for eligible UPQHC-represented employees, effective for the negotiated effective date of coverage.
- The greatest level of benefits provided to any bargaining unit will be provided to UPQHC-represented employees.
- The Employer will convene a joint labor/management committee for the purpose of developing recommendations on the dental plan design for submission to the Group Insurance Board in April 2004. Five (5) labor representatives will be appointed by a coalition of the leadership from all the bargaining units.

Contracting Out MOU: Modifications agreed to with other bargaining units in those provisions included in the currently agreed upon Contracting Out MOU will be offered for consideration for inclusion in the MOU. As previously agreed, this does not include audits specific to another bargaining unit (e.g., information technology) or issues related to contracting out of services specific to work performed by another bargaining unit (e.g., road building).

INFORMATIONAL NOTE - 1
2001-2003-2005 AGREEMENT

Dental Check-Off

The Employer's agreement to a dental check-off from employee pay under Article VI, Section 2422, was entered with the assurance and the understanding that the Union has no intent to hold the Employer liable for error or omissions in the administration of the check-off.

Appendix A										
Pay Schedule 11 Grid - Professional Patient Care										
Effective: July 1, 2001 - October 5, 2002										
Grid Level	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22	
A	14.960	15.933	16.969	18.073	19.248	20.500	21.833	23.253	26.846	
B	15.185	16.172	17.224	18.345	19.537	20.808	22.161	23.602	27.249	
C	15.413	16.415	17.483	18.621	19.831	21.121	22.494	23.957	27.658	
D	15.645	16.662	17.746	18.901	20.129	21.438	22.832	24.317	28.073	
E	15.880	16.912	18.013	19.185	20.431	21.760	23.175	24.682	28.495	
F	16.119	17.166	18.284	19.473	20.738	22.087	23.523	25.053	28.923	
G	16.361	17.424	18.559	19.766	21.050	22.419	23.876	25.429	29.357	
H	16.607	17.686	18.838	20.063	21.366	22.756	24.235	25.811	29.798	
I	16.857	17.952	19.121	20.364	21.687	23.098	24.599	26.199	30.245	
J	17.110	18.222	19.408	20.670	22.013	23.445	24.968	26.592	30.699	
K	17.367	18.496	19.700	20.981	22.344	23.797	25.343	26.991	31.160	
L	17.628	18.774	19.996	21.296	22.680	24.154	25.724	27.396	31.628	
M	17.893	19.056	20.296	21.616	23.021	24.517	26.110	27.807	32.103	
N	18.162	19.342	20.601	21.941	23.367	24.885	26.502	28.225	32.585	
O	18.435	19.633	20.911	22.271	23.718	25.259	26.900	28.649	33.074	
P	18.712	19.928	21.225	22.606	24.074	25.638	27.304	29.079	33.571	
Q	18.993	20.227	21.544	22.946	24.436	26.023	27.714	29.516	34.075	
R	19.278	20.531	21.868	23.291	24.803	26.414	28.130	29.959	34.587	
S	19.568	20.839	22.197	23.641	25.176	26.811	28.552	30.409	35.106	
T	19.862	21.152	22.530	23.996	25.554	27.214	28.981	30.866	35.633	
U	20.160	21.470	22.868	24.356	25.938	27.623	29.416	31.329	36.168	

Nurse Clinician Classification minimum rates equal level D Effective 6/30/2002

Appendix B									
Pay Schedule 11 Grid – Professional Patient Care									
Effective: October 6, 2002 – April 5, 2003									
Grid Level	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22
A	15.185	16.172	17.224	18.345	19.537	20.808	22.161	23.602	28.073
B	15.413	16.415	17.483	18.621	19.831	21.121	22.494	23.957	28.495
C	15.645	16.662	17.746	18.901	20.129	21.438	22.832	24.317	28.923
D	15.880	16.912	18.013	19.185	20.431	21.760	23.175	24.682	29.357
E	16.119	17.166	18.284	19.473	20.738	22.087	23.523	25.053	29.798
F	16.361	17.424	18.559	19.766	21.050	22.419	23.876	25.429	30.245
G	16.607	17.686	18.838	20.063	21.366	22.756	24.235	25.811	30.699
H	16.857	17.952	19.121	20.364	21.687	23.098	24.599	26.199	31.160
I	17.110	18.222	19.408	20.670	22.013	23.445	24.968	26.592	31.628
J	17.367	18.496	19.700	20.981	22.344	23.797	25.343	26.991	32.103
K	17.628	18.774	19.996	21.296	22.680	24.154	25.724	27.396	32.585
L	17.893	19.056	20.296	21.616	23.021	24.517	26.110	27.807	33.074
M	18.162	19.342	20.601	21.941	23.367	24.885	26.502	28.225	33.571
N	18.435	19.633	20.911	22.271	23.718	25.259	26.900	28.649	34.075
O	18.712	19.928	21.225	22.606	24.074	25.638	27.304	29.079	34.587
P	18.993	20.227	21.544	22.946	24.436	26.023	27.714	29.516	35.106
Q	19.278	20.531	21.868	23.291	24.803	26.414	28.130	29.959	35.633
R	19.568	20.839	22.197	23.641	25.176	26.811	28.552	30.409	36.168
S	19.862	21.152	22.530	23.996	25.554	27.214	28.981	30.866	36.711
T	20.160	21.470	22.868	24.356	25.938	27.623	29.416	31.329	37.262
U	20.463	21.793	23.212	24.722	26.328	28.038	29.858	31.799	37.821

Nurse Clinician Classification minimum rates equal level C

Appendix C									
Pay Schedule 11 Grid – Professional Patient Care									
Effective: April 6, 2003 – June 30, 2003									
Grid Level	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22
A	15.565	16.577	17.655	18.804	20.026	21.329	22.716	24.193	28.775
B	15.799	16.826	17.921	19.087	20.327	21.650	23.057	24.556	29.208
C	16.037	17.079	18.190	19.374	20.633	21.974	23.403	24.925	29.647
D	16.277	17.335	18.464	19.665	20.942	22.304	23.755	25.300	30.091
E	16.522	17.596	18.742	19.960	21.257	22.640	24.112	25.680	30.543
F	16.771	17.860	19.023	20.261	21.577	22.980	24.473	26.065	31.002
G	17.023	18.129	19.309	20.565	21.901	23.325	24.841	26.457	31.467
H	17.279	18.401	19.600	20.874	22.230	23.676	25.214	26.854	31.939
I	17.538	18.678	19.894	21.187	22.564	24.032	25.593	27.257	32.419
J	17.802	18.959	20.193	21.506	22.903	24.392	25.977	27.666	32.906
K	18.069	19.244	20.496	21.829	23.247	24.758	26.368	28.081	33.400
L	18.341	19.533	20.804	22.157	23.597	25.130	26.763	28.503	33.901
M	18.617	19.826	21.117	22.490	23.952	25.508	27.165	28.931	34.411
N	18.896	20.124	21.434	22.828	24.311	25.891	27.573	29.366	34.927
O	19.180	20.427	21.756	23.172	24.676	26.279	27.987	29.806	35.452
P	19.468	20.733	22.083	23.520	25.047	26.674	28.407	30.254	35.984
Q	19.760	21.045	22.415	23.874	25.424	27.075	28.834	30.708	36.524
R	20.058	21.360	22.752	24.233	25.806	27.482	29.266	31.170	37.073
S	20.359	21.681	23.094	24.596	26.193	27.895	29.706	31.638	37.629
T	20.664	22.007	23.440	24.965	26.587	28.314	30.152	32.113	38.194
U	20.975	22.338	23.793	25.341	26.987	28.739	30.605	32.594	38.767

Nurse Clinician Classification minimum rates equal level C

Appendix D

Pay Schedule 11 Professional Patient Care

I. Effective: The first day of the pay period following the effective date of the Agreement

	Official Hourly Basis			Monthly Basis*		Annual Basis*	
Pay Range	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-05	14.960	22.853	0.449	2,603.04	3,976.42	31,236.48	47,717.06
11-06	15.933	24.340	0.478	2,772.35	4,235.16	33,268.11	50,821.92
11-07	16.969	25.923	0.510	2,952.61	4,510.60	35,431.28	54,127.22
11-08	18.073	27.608	0.543	3,144.71	4,803.79	37,736.43	57,645.50
11-09	19.248	29.404	0.578	3,349.16	5,116.30	40,189.83	61,395.55
11-10	20.500	31.316	0.615	3,567.00	5,448.98	42,804.00	65,387.81
11-11	21.833	33.352	0.655	3,798.95	5,803.25	45,587.31	69,638.98
11-12	23.253	35.521	0.698	4,046.03	6,180.65	48,552.27	74,167.85
11-22	26.846	41.011	0.806	4,671.21	7,135.91	56,054.45	85,630.97

***For informational purposes only. The Official Hourly Rate is used for payroll purposes.**

Appendix D (cont.)

Pay Schedule 11 Professional Patient Care

II. Effective: The first day of the pay period following the effective date of the Agreement

	Official Hourly Basis			Monthly Basis*			Annual Basis*	
Pay Range	Minimum	Maximum	Within Range Step	Minimum	Maximum		Minimum	Maximum
11-05	14.960	23.196	0.449	2,603.04	4,036.10		31,236.48	48,433.25
11-06	15.933	24.706	0.478	2,772.34	4,298.84		33,268.10	51,586.13
11-07	16.969	26.312	0.510	2,952.61	4,578.29		35,431.27	54,939.46
11-08	18.073	28.023	0.543	3,144.70	4,876.00		37,736.42	58,512.02
11-09	19.248	29.846	0.578	3,349.15	5,193.20		40,189.82	62,318.45
11-10	20.500	31.786	0.615	3,567.00	5,530.76		42,804.00	66,369.17
11-11	21.833	33.853	0.655	3,798.94	5,890.42		45,587.30	70,685.06
11-12	23.253	36.054	0.698	4,046.02	6,273.40		48,552.26	75,280.75
11-22	26.846	41.627	0.806	4,671.20	7,243.10		56,054.45	86,917.18

***For informational purposes only. The Official Hourly Rate is used for payroll purposes.**

Appendix D (cont.)

Pay Schedule 11 Professional Patient Care

III. Effective: The first day of the pay period following the effective date of the Agreement through April 5, 2003

	Official Hourly Basis			Monthly Basis*			Annual Basis*	
Pay Range	Minimum	Maximum	Within Range Step	Minimum	Maximum		Minimum	Maximum
11-05	15.185	23.196	0.456	2,642.19	4,036.10		31,706.28	48,433.25

11-06	16.172	24.706	0.486		2,813.93	4,298.84		33,767.14	51,586.13
11-07	17.224	26.312	0.517		2,996.98	4,578.29		35,963.71	54,939.46
11-08	18.345	28.023	0.551		3,192.03	4,876.00		38,304.36	58,512.02
11-09	19.537	29.846	0.587		3,399.44	5,193.20		40,793.26	62,318.45
11-10	20.808	31.786	0.625		3,620.59	5,530.76		43,447.10	66,369.17
11-11	22.161	33.853	0.665		3,856.01	5,890.42		46,272.17	70,685.06
11-12	23.602	36.054	0.709		4,106.75	6,273.40		49,280.98	75,280.75
11-22	28.073	41.627	0.843		4,884.70	7,243.10		58,616.42	86,917.18

***For informational purposes only. The Official Hourly Rate is used for payroll purposes.**

Appendix D (cont.)

Pay Schedule 11 Professional Patient Care

IV. Effective: April 6, 2003 — June 30, 2003

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-05	15.565	23.776	0.467	2,708.31	4,137.02	32,499.72	49,644.29
11-06	16.577	25.324	0.498	2,884.40	4,406.38	34,612.78	52,876.51
11-07	17.655	26.970	0.530	3,071.97	4,692.78	36,863.64	56,313.36
11-08	18.804	28.724	0.565	3,271.90	4,997.98	39,262.75	59,975.71
11-09	20.026	30.593	0.601	3,484.52	5,323.18	41,814.29	63,878.18
11-10	21.329	32.581	0.640	3,711.25	5,669.09	44,534.95	68,029.13
11-11	22.716	34.700	0.682	3,952.58	6,037.80	47,431.01	72,453.60
11-12	24.193	36.956	0.726	4,209.58	6,430.34	50,514.98	77,164.13
11-22	28.775	42.668	0.864	5,006.85	7,424.23	60,082.20	89,090.78

***For informational purposes only. The Official Hourly Rate is used for payroll purposes.**

APPENDIX E

PROFESSIONAL PATIENT CARE PAY RANGE GRID

Effective October 8, 2000 through June 30, 2001

	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22
Grid Level									
A	14.960	15.933	16.969	18.073	19.248	20.500	21.833	23.253	26.846
B	15.185	16.172	17.224	18.345	19.537	20.808	22.161	23.602	27.249
C	15.413	16.415	17.483	18.621	19.831	21.121	22.494	23.957	27.658
D	15.645	16.662	17.746	18.901	20.129	21.438	22.832	24.317	28.073
E	15.880	16.912	18.013	19.185	20.431	21.760	23.175	24.682	28.495
F	16.119	17.166	18.284	19.473	20.738	22.087	23.523	25.053	28.923
G	16.361	17.424	18.559	19.766	21.050	22.419	23.876	25.429	29.357
H	16.607	17.686	18.838	20.063	21.366	22.756	24.235	25.811	29.798
I	16.857	17.952	19.121	20.364	21.687	23.098	24.599	26.199	30.245
J	17.110	18.222	19.408	20.670	22.013	23.445	24.968	26.592	30.699
K	17.367	18.496	19.700	20.981	22.344	23.797	25.343	26.991	31.160
L	17.628	18.774	19.996	21.296	22.680	24.154	25.724	27.396	31.628
M	17.893	19.056	20.296	21.616	23.021	24.517	26.110	27.807	32.103
N	18.162	19.342	20.601	21.941	23.367	24.885	26.502	28.225	32.585
O	18.435	19.633	20.911	22.271	23.718	25.259	26.900	28.649	33.074
P	18.712	19.928	21.225	22.606	24.074	25.638	27.304	29.079	33.571
Q	18.993	20.227	21.544	22.946	24.436	26.023	27.714	29.516	34.075
R	19.278	20.531	21.868	23.291	24.803	26.414	28.130	29.959	34.587
S	19.568	20.839	22.197	23.641	25.176	26.811	28.552	30.409	35.106
T	19.862	21.152	22.530	23.996	25.554	27.214	28.981	30.866	35.633
U	20.160	21.470	22.868	24.356	25.938	27.623	29.416	31.329	36.168

APPENDIX A

Effective the first pay period following the Agreement effective date through June 26, 2004

Grid Level	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22
A	<u>15.565</u>	<u>16.577</u>	<u>17.655</u>	<u>18.804</u>	<u>20.026</u>	<u>21.329</u>	<u>22.716</u>	<u>24.193</u>	<u>28.775</u>
B	<u>15.799</u>	<u>16.826</u>	<u>17.921</u>	<u>19.087</u>	<u>20.327</u>	<u>21.650</u>	<u>23.057</u>	<u>24.556</u>	<u>29.208</u>
C	<u>16.037</u>	<u>17.079</u>	<u>18.190</u>	<u>19.374</u>	<u>20.633</u>	<u>21.974</u>	<u>23.403</u>	<u>24.925</u>	<u>29.647</u>
D	<u>16.277</u>	<u>17.335</u>	<u>18.464</u>	<u>19.665</u>	<u>20.942</u>	<u>22.304</u>	<u>23.755</u>	<u>25.300</u>	<u>30.091</u>
E	<u>16.522</u>	<u>17.596</u>	<u>18.742</u>	<u>19.960</u>	<u>21.257</u>	<u>22.640</u>	<u>24.112</u>	<u>25.680</u>	<u>30.543</u>
F	<u>16.771</u>	<u>17.860</u>	<u>19.023</u>	<u>20.261</u>	<u>21.577</u>	<u>22.980</u>	<u>24.473</u>	<u>26.065</u>	<u>31.002</u>
G	<u>17.023</u>	<u>18.129</u>	<u>19.309</u>	<u>20.565</u>	<u>21.901</u>	<u>23.325</u>	<u>24.841</u>	<u>26.457</u>	<u>31.467</u>
H	<u>17.279</u>	<u>18.401</u>	<u>19.600</u>	<u>20.874</u>	<u>22.230</u>	<u>23.676</u>	<u>25.214</u>	<u>26.854</u>	<u>31.939</u>
I	<u>17.538</u>	<u>18.678</u>	<u>19.894</u>	<u>21.187</u>	<u>22.564</u>	<u>24.032</u>	<u>25.593</u>	<u>27.257</u>	<u>32.419</u>
J	<u>17.802</u>	<u>18.959</u>	<u>20.193</u>	<u>21.506</u>	<u>22.903</u>	<u>24.392</u>	<u>25.977</u>	<u>27.666</u>	<u>32.906</u>
K	<u>18.069</u>	<u>19.244</u>	<u>20.496</u>	<u>21.829</u>	<u>23.247</u>	<u>24.758</u>	<u>26.368</u>	<u>28.081</u>	<u>33.400</u>
L	<u>18.341</u>	<u>19.533</u>	<u>20.804</u>	<u>22.157</u>	<u>23.597</u>	<u>25.130</u>	<u>26.763</u>	<u>28.503</u>	<u>33.901</u>
M	<u>18.617</u>	<u>19.826</u>	<u>21.117</u>	<u>22.490</u>	<u>23.952</u>	<u>25.508</u>	<u>27.165</u>	<u>28.931</u>	<u>34.411</u>
N	<u>18.896</u>	<u>20.124</u>	<u>21.434</u>	<u>22.828</u>	<u>24.311</u>	<u>25.891</u>	<u>27.573</u>	<u>29.366</u>	<u>34.927</u>
O	<u>19.180</u>	<u>20.427</u>	<u>21.756</u>	<u>23.172</u>	<u>24.676</u>	<u>26.279</u>	<u>27.987</u>	<u>29.806</u>	<u>35.452</u>
P	<u>19.468</u>	<u>20.733</u>	<u>22.083</u>	<u>23.520</u>	<u>25.047</u>	<u>26.674</u>	<u>28.407</u>	<u>30.254</u>	<u>35.984</u>
Q	<u>19.760</u>	<u>21.045</u>	<u>22.415</u>	<u>23.874</u>	<u>25.424</u>	<u>27.075</u>	<u>28.834</u>	<u>30.708</u>	<u>36.524</u>
R	<u>20.058</u>	<u>21.360</u>	<u>22.752</u>	<u>24.233</u>	<u>25.806</u>	<u>27.482</u>	<u>29.266</u>	<u>31.170</u>	<u>37.073</u>
S	<u>20.359</u>	<u>21.681</u>	<u>23.094</u>	<u>24.596</u>	<u>26.193</u>	<u>27.895</u>	<u>29.706</u>	<u>31.638</u>	<u>37.629</u>
T	<u>20.664</u>	<u>22.007</u>	<u>23.440</u>	<u>24.965</u>	<u>26.587</u>	<u>28.314</u>	<u>30.152</u>	<u>32.113</u>	<u>38.194</u>
U	<u>20.975</u>	<u>22.338</u>	<u>23.793</u>	<u>25.341</u>	<u>26.987</u>	<u>28.739</u>	<u>30.605</u>	<u>32.594</u>	<u>38.767</u>
Range Max	<u>24.904</u>	<u>26.524</u>	<u>28.248</u>	<u>30.087</u>	<u>32.042</u>	<u>34.127</u>	<u>36.346</u>	<u>38.709</u>	<u>46.040</u>

Nurse Clinician Classification minimum rates equal level C

APPENDIX B

Effective June 27, 2004 through December 25, 2004

Grid Level	<u>11-06</u>	<u>11-07</u>	<u>11-08</u>	<u>11-09</u>	<u>11-10</u>	<u>11-11</u>	<u>11-12</u>	<u>11-22</u>	<u>11-40</u>	<u>11-41</u>	<u>11-42</u>
A	<u>17.075</u>	<u>18.185</u>	<u>19.369</u>	<u>20.627</u>	<u>21.969</u>	<u>23.398</u>	<u>24.919</u>	<u>29.639</u>			
B	<u>17.332</u>	<u>18.458</u>	<u>19.660</u>	<u>20.937</u>	<u>22.299</u>	<u>23.749</u>	<u>25.293</u>	<u>30.084</u>			
C	<u>17.592</u>	<u>18.735</u>	<u>19.955</u>	<u>21.252</u>	<u>22.634</u>	<u>24.106</u>	<u>25.673</u>	<u>30.536</u>	<u>21.975</u>	<u>23.403</u>	<u>24.925</u>
D	<u>17.856</u>	<u>19.017</u>	<u>20.255</u>	<u>21.571</u>	<u>22.974</u>	<u>24.468</u>	<u>26.059</u>	<u>30.995</u>	<u>22.305</u>	<u>23.755</u>	<u>25.299</u>
E	<u>18.124</u>	<u>19.303</u>	<u>20.559</u>	<u>21.895</u>	<u>23.319</u>	<u>24.836</u>	<u>26.450</u>	<u>31.460</u>	<u>22.640</u>	<u>24.112</u>	<u>25.679</u>
F	<u>18.396</u>	<u>19.593</u>	<u>20.868</u>	<u>22.224</u>	<u>23.669</u>	<u>25.209</u>	<u>26.847</u>	<u>31.932</u>	<u>22.980</u>	<u>24.474</u>	<u>26.065</u>
G	<u>18.672</u>	<u>19.887</u>	<u>21.182</u>	<u>22.558</u>	<u>24.025</u>	<u>25.588</u>	<u>27.250</u>	<u>32.411</u>	<u>23.325</u>	<u>24.842</u>	<u>26.456</u>
H	<u>18.953</u>	<u>20.186</u>	<u>21.500</u>	<u>22.897</u>	<u>24.386</u>	<u>25.972</u>	<u>27.659</u>	<u>32.898</u>	<u>23.675</u>	<u>25.215</u>	<u>26.853</u>
I	<u>19.238</u>	<u>20.489</u>	<u>21.823</u>	<u>23.241</u>	<u>24.752</u>	<u>26.362</u>	<u>28.074</u>	<u>33.392</u>	<u>24.031</u>	<u>25.594</u>	<u>27.256</u>
J	<u>19.527</u>	<u>20.797</u>	<u>22.151</u>	<u>23.590</u>	<u>25.124</u>	<u>26.758</u>	<u>28.496</u>	<u>33.893</u>	<u>24.392</u>	<u>25.978</u>	<u>27.665</u>
K	<u>19.820</u>	<u>21.109</u>	<u>22.484</u>	<u>23.944</u>	<u>25.501</u>	<u>27.160</u>	<u>28.924</u>	<u>34.402</u>	<u>24.758</u>	<u>26.368</u>	<u>28.080</u>
L	<u>20.118</u>	<u>21.426</u>	<u>22.822</u>	<u>24.304</u>	<u>25.884</u>	<u>27.568</u>	<u>29.358</u>	<u>34.919</u>	<u>25.130</u>	<u>26.764</u>	<u>28.502</u>
M	<u>20.420</u>	<u>21.748</u>	<u>23.165</u>	<u>24.669</u>	<u>26.273</u>	<u>27.982</u>	<u>29.799</u>	<u>35.443</u>	<u>25.507</u>	<u>27.166</u>	<u>28.930</u>
N	<u>20.727</u>	<u>22.075</u>	<u>23.513</u>	<u>25.040</u>	<u>26.668</u>	<u>28.402</u>	<u>30.246</u>	<u>35.975</u>	<u>25.890</u>	<u>27.574</u>	<u>29.364</u>
O	<u>21.038</u>	<u>22.407</u>	<u>23.866</u>	<u>25.416</u>	<u>27.069</u>	<u>28.829</u>	<u>30.700</u>	<u>36.515</u>	<u>26.279</u>	<u>27.988</u>	<u>29.805</u>
P	<u>21.354</u>	<u>22.744</u>	<u>24.224</u>	<u>25.798</u>	<u>27.476</u>	<u>29.262</u>	<u>31.161</u>	<u>37.063</u>	<u>26.674</u>	<u>28.408</u>	<u>30.253</u>
Q	<u>21.675</u>	<u>23.086</u>	<u>24.588</u>	<u>26.185</u>	<u>27.889</u>	<u>29.701</u>	<u>31.629</u>	<u>37.619</u>	<u>27.075</u>	<u>28.835</u>	<u>30.707</u>
R	<u>22.001</u>	<u>23.433</u>	<u>24.957</u>	<u>26.578</u>	<u>28.308</u>	<u>30.147</u>	<u>32.104</u>	<u>38.184</u>	<u>27.482</u>	<u>29.268</u>	<u>31.168</u>
S	<u>22.332</u>	<u>23.785</u>	<u>25.332</u>	<u>26.977</u>	<u>28.733</u>	<u>30.600</u>	<u>32.586</u>	<u>38.757</u>	<u>27.895</u>	<u>29.708</u>	<u>31.636</u>
T	<u>22.667</u>	<u>24.142</u>	<u>25.712</u>	<u>27.382</u>	<u>29.164</u>	<u>31.059</u>	<u>33.075</u>	<u>39.339</u>	<u>28.314</u>	<u>30.154</u>	<u>32.111</u>
U	<u>23.008</u>	<u>24.505</u>	<u>26.098</u>	<u>27.793</u>	<u>29.602</u>	<u>31.525</u>	<u>33.572</u>	<u>39.930</u>	<u>28.739</u>	<u>30.607</u>	<u>32.593</u>
Range Max	<u>27.320</u>	<u>29.096</u>	<u>30.991</u>	<u>33.004</u>	<u>35.151</u>	<u>37.437</u>	<u>39.871</u>	<u>47.423</u>	<u>35.160</u>	<u>37.445</u>	<u>39.880</u>

APPENDIX C

Effective December 26, 2004

Grid Level	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22	11-40	11-41	11-42
A	<u>17.588</u>	<u>18.731</u>	<u>19.951</u>	<u>21.246</u>	<u>22.629</u>	<u>24.100</u>	<u>25.667</u>	<u>30.529</u>			
B	<u>17.852</u>	<u>19.012</u>	<u>20.251</u>	<u>21.565</u>	<u>22.969</u>	<u>24.462</u>	<u>26.053</u>	<u>30.987</u>			
C	<u>18.120</u>	<u>19.298</u>	<u>20.555</u>	<u>21.889</u>	<u>23.314</u>	<u>24.829</u>	<u>26.444</u>	<u>31.452</u>	<u>23.404</u>	<u>24.925</u>	<u>26.546</u>
D	<u>18.392</u>	<u>19.588</u>	<u>20.864</u>	<u>22.218</u>	<u>23.664</u>	<u>25.202</u>	<u>26.841</u>	<u>31.924</u>	<u>23.756</u>	<u>25.299</u>	<u>26.945</u>
E	<u>18.668</u>	<u>19.882</u>	<u>21.177</u>	<u>22.552</u>	<u>24.019</u>	<u>25.581</u>	<u>27.244</u>	<u>32.403</u>	<u>24.113</u>	<u>25.679</u>	<u>27.350</u>
F	<u>18.949</u>	<u>20.181</u>	<u>21.495</u>	<u>22.891</u>	<u>24.380</u>	<u>25.965</u>	<u>27.653</u>	<u>32.890</u>	<u>24.475</u>	<u>26.065</u>	<u>27.761</u>
G	<u>19.234</u>	<u>20.484</u>	<u>21.818</u>	<u>23.235</u>	<u>24.746</u>	<u>26.355</u>	<u>28.068</u>	<u>33.384</u>	<u>24.843</u>	<u>26.456</u>	<u>28.178</u>
H	<u>19.523</u>	<u>20.792</u>	<u>22.146</u>	<u>23.584</u>	<u>25.118</u>	<u>26.751</u>	<u>28.490</u>	<u>33.885</u>	<u>25.216</u>	<u>26.853</u>	<u>28.601</u>
I	<u>19.816</u>	<u>21.104</u>	<u>22.479</u>	<u>23.938</u>	<u>25.495</u>	<u>27.153</u>	<u>28.918</u>	<u>34.394</u>	<u>25.595</u>	<u>27.256</u>	<u>29.031</u>
J	<u>20.114</u>	<u>21.421</u>	<u>22.817</u>	<u>24.298</u>	<u>25.878</u>	<u>27.561</u>	<u>29.352</u>	<u>34.910</u>	<u>25.979</u>	<u>27.665</u>	<u>29.467</u>
K	<u>20.416</u>	<u>21.743</u>	<u>23.160</u>	<u>24.663</u>	<u>26.267</u>	<u>27.975</u>	<u>29.793</u>	<u>35.434</u>	<u>26.369</u>	<u>28.080</u>	<u>29.910</u>
L	<u>20.723</u>	<u>22.070</u>	<u>23.508</u>	<u>25.033</u>	<u>26.662</u>	<u>28.395</u>	<u>30.240</u>	<u>35.966</u>	<u>26.765</u>	<u>28.502</u>	<u>30.359</u>
M	<u>21.034</u>	<u>22.402</u>	<u>23.861</u>	<u>25.409</u>	<u>27.062</u>	<u>28.821</u>	<u>30.694</u>	<u>36.506</u>	<u>27.167</u>	<u>28.930</u>	<u>30.815</u>
N	<u>21.350</u>	<u>22.739</u>	<u>24.219</u>	<u>25.791</u>	<u>27.468</u>	<u>29.254</u>	<u>31.155</u>	<u>37.054</u>	<u>27.575</u>	<u>29.364</u>	<u>31.278</u>
O	<u>21.671</u>	<u>23.081</u>	<u>24.583</u>	<u>26.178</u>	<u>27.881</u>	<u>29.693</u>	<u>31.623</u>	<u>37.610</u>	<u>27.989</u>	<u>29.805</u>	<u>31.748</u>
P	<u>21.997</u>	<u>23.428</u>	<u>24.952</u>	<u>26.571</u>	<u>28.300</u>	<u>30.139</u>	<u>32.098</u>	<u>38.175</u>	<u>28.409</u>	<u>30.253</u>	<u>32.225</u>
Q	<u>22.327</u>	<u>23.780</u>	<u>25.327</u>	<u>26.970</u>	<u>28.725</u>	<u>30.592</u>	<u>32.580</u>	<u>38.748</u>	<u>28.836</u>	<u>30.707</u>	<u>32.709</u>
R	<u>22.662</u>	<u>24.137</u>	<u>25.707</u>	<u>27.375</u>	<u>29.156</u>	<u>31.051</u>	<u>33.069</u>	<u>39.330</u>	<u>29.269</u>	<u>31.168</u>	<u>33.200</u>
S	<u>23.002</u>	<u>24.500</u>	<u>26.093</u>	<u>27.786</u>	<u>29.594</u>	<u>31.517</u>	<u>33.566</u>	<u>39.920</u>	<u>29.709</u>	<u>31.636</u>	<u>33.698</u>
T	<u>23.348</u>	<u>24.868</u>	<u>26.485</u>	<u>28.203</u>	<u>30.038</u>	<u>31.990</u>	<u>34.070</u>	<u>40.519</u>	<u>30.155</u>	<u>32.111</u>	<u>34.204</u>
U	<u>23.699</u>	<u>25.242</u>	<u>26.883</u>	<u>28.627</u>	<u>30.489</u>	<u>32.470</u>	<u>34.582</u>	<u>41.127</u>	<u>30.608</u>	<u>32.593</u>	<u>34.718</u>
Range Max	<u>28.141</u>	<u>29.970</u>	<u>31.922</u>	<u>33.994</u>	<u>36.207</u>	<u>38.560</u>	<u>41.068</u>	<u>48.847</u>	<u>37.447</u>	<u>39.880</u>	<u>42.474</u>

APPENDIX D

Pay Schedule 11 Professional Patient Care

I. Effective the first pay period following the effective date of the Agreement through June 26, 2004

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-05	\$15.565	\$24.904	\$0.467	\$2,708.31	\$4,333.30	\$32,499.72	\$51,999.55
11-06	\$16.577	\$26.524	\$0.498	\$2,884.40	\$4,615.18	\$34,612.78	\$55,382.11
11-07	\$17.655	\$28.248	\$0.530	\$3,071.97	\$4,915.15	\$36,863.64	\$58,981.82
11-08	\$18.804	\$30.087	\$0.565	\$3,271.90	\$5,235.14	\$39,262.75	\$62,821.66
11-09	\$20.026	\$32.042	\$0.601	\$3,484.53	\$5,575.31	\$41,814.29	\$66,903.70
11-10	\$21.329	\$34.127	\$0.640	\$3,711.25	\$5,938.10	\$44,534.95	\$71,257.18
11-11	\$22.716	\$36.346	\$0.682	\$3,952.59	\$6,324.20	\$47,431.01	\$75,890.45
11-12	\$24.193	\$38.709	\$0.726	\$4,209.59	\$6,735.37	\$50,514.98	\$80,824.39
11-22	\$28.775	\$46.040	\$0.864	\$5,006.85	\$8,010.96	\$60,082.20	\$96,131.52

* Estimated for informational purposes only The Official Hourly Rate is used for payroll purposes

II. Effective June 27, 2004 through December 25, 2004

Pay Range	Official Hourly Basis				Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Transaction Adjustment of Current Base Pay	Minimum	Maximum	Minimum	Maximum
11-06	\$17.075	\$27.320	\$0.513	6.50%	\$2,971.05	\$4,753.68	\$35,652.60	\$57,044.16
11-07	\$18.185	\$29.096	\$0.546	6.50%	\$3,164.19	\$5,062.70	\$37,970.28	\$60,752.45
11-08	\$19.369	\$30.991	\$0.582	6.50%	\$3,370.21	\$5,392.43	\$40,442.47	\$64,709.21
11-09	\$20.627	\$33.004	\$0.619	6.50%	\$3,589.10	\$5,742.70	\$43,069.18	\$68,912.35
11-10	\$21.969	\$35.151	\$0.660	6.50%	\$3,822.61	\$6,116.27	\$45,871.27	\$73,395.29
11-11	\$23.398	\$37.437	\$0.702	6.50%	\$4,071.26	\$6,514.04	\$48,855.02	\$78,168.46
11-12	\$24.919	\$39.871	\$0.748	6.50%	\$4,335.91	\$6,937.55	\$52,030.87	\$83,250.65
11-22	\$29.639	\$47.423	\$0.890	6.50%	\$5,157.19	\$8,251.60	\$61,886.23	\$99,019.22
11-40	\$21.975	\$35.160	\$0.660	6.50%	\$3,823.65	\$6,117.84	\$45,883.80	\$73,414.08
11-41	\$23.403	\$37.445	\$0.703	6.50%	\$4,072.13	\$6,515.43	\$48,865.47	\$78,185.16
11-42	\$24.925	\$39.880	\$0.748	6.50%	\$4,336.95	\$6,939.12	\$52,043.40	\$83,269.44

* Estimated for informational purposes only The Official Hourly Rate is used for payroll purposes

Hiring Rates for Prior Occupational Professional Experience

Effective June 27, 2004, the following hiring rate structure will be implemented for original appointments. "Full years of experience" is defined as prior experience in the same designated discipline. See Negotiating Note #6 regarding Prior Occupational Professional Experience (POPE).

Non-Nurse Clinicians		Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:	Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level A (minimum of pay range)	Less than 1 year	Grid Level C (minimum of pay range)
1 - 2 years	Grid Level B	1 - 2 years	Grid Level D
3 - 4 years	Grid Level C	3 - 4 years	Grid Level E
5 - 9 years	Grid Level D	5 - 9 years	Grid Level F
10 or more years	Grid Level E	10 or more years	Grid Level G

III. Effective December 26, 2004								
Pay Range	Official Hourly Basis			Transaction Adjustment of Current Base Pay	Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step		Minimum	Maximum	Minimum	Maximum
11-06	\$17.588	\$28.141	\$0.528	6.50%	\$3,060.32	\$4,896.54	\$36,723.75	\$58,758.41
11-07	\$18.731	\$29.970	\$0.562	6.50%	\$3,259.20	\$5,214.78	\$39,110.33	\$62,577.36
11-08	\$19.951	\$31.922	\$0.599	6.50%	\$3,471.48	\$5,554.43	\$41,657.69	\$66,653.14
11-09	\$21.246	\$33.994	\$0.638	6.50%	\$3,696.81	\$5,914.96	\$44,361.65	\$70,979.48
11-10	\$22.629	\$36.207	\$0.679	6.50%	\$3,937.45	\$6,300.02	\$47,249.36	\$75,600.22
11-11	\$24.100	\$38.560	\$0.723	6.50%	\$4,193.40	\$6,709.44	\$50,320.80	\$80,513.28
11-12	\$25.667	\$41.068	\$0.771	6.50%	\$4,466.06	\$7,145.84	\$53,592.70	\$85,749.99
11-22	\$30.529	\$48.847	\$0.916	6.50%	\$5,312.05	\$8,499.38	\$63,744.56	\$101,992.54
11-40	\$23.404	\$37.447	\$0.703	6.50%	\$4,072.30	\$6,515.78	\$48,867.56	\$78,189.34
11-41	\$24.925	\$39.880	\$0.748	6.50%	\$4,336.95	\$6,939.12	\$52,043.40	\$83,269.44
11-42	\$26.546	\$42.474	\$0.797	6.50%	\$4,619.01	\$7,390.48	\$55,428.05	\$88,685.72

* Estimated for informational purposes only The Official Hourly Rate is used for payroll purposes
Hiring Rates for Prior Occupational Professional Experience

Effective June 27, 2004, the following hiring rate structure was implemented for original appointments. "Full years of experience" is defined as prior experience in the same designated discipline. See Negotiating Note #6 regarding Prior Occupational Professional Experience (POPE).

<u>Non-Nurse Clinicians</u>		<u>Nurse Clinicians</u>	
<u>Full Yrs. of Experience</u>	<u>Pay Set At:</u>	<u>Full Yrs. of Experience</u>	<u>Pay Set At:</u>
<u>Less than 1 year</u>	<u>Grid Level A</u> <u>(minimum of pay range)</u>	<u>Less than 1 year</u>	<u>Grid Level C</u> <u>(minimum of pay range)</u>
<u>1 – 2 years</u>	<u>Grid Level B</u>	<u>1 – 2 years</u>	<u>Grid Level D</u>
<u>3 – 4 years</u>	<u>Grid Level C</u>	<u>3 – 4 years</u>	<u>Grid Level E</u>
<u>5 – 9 years</u>	<u>Grid Level D</u>	<u>5 – 9 years</u>	<u>Grid Level F</u>
<u>10 or more years</u>	<u>Grid Level E</u>	<u>10 or more years</u>	<u>Grid Level G</u>

APPENDIX F
PERSONNEL TRANSACTION PAY ADJUSTMENTS

All personnel transaction pay adjustments will be in accordance with Chapter ER 29, Wis. Adm. Code, except as modified below. For purposes of Appendix F, all references to "PSICM" in the Agreement and ER29, Wis. Admin. Code, will be changed to "minimum."

A. PAY ON COMPLETION OF THE FIRST SIX (6) MONTHS OF AN ORIGINAL PROBATION

No six (6) month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

B. PAY ON ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS)

1. For upward movement within the same class series (as defined in 3., below), an employee's base pay rate will be set at the greater of the following rates:

a. The grid rate in the new pay range that corresponds to the employee's current grid level. For employees whose current base pay rate falls between two (2) grid levels in the current pay range, the grid level used in the new pay range will be the lower of the two (2) grid levels; or

b. The employee's current base pay rate.

2. For upward movement between other class series, an employee's base pay rate will be set in accordance with the provisions of Chapter ER 29, Wis. Adm. Code, or as amended.

Paraphrase of applicable rules, for information only: An employee without reinstatement eligibility or restoration rights will receive a base pay increase of three (3) within range pay steps, or to the minimum of the new pay range, whichever is greater, subject to the maximum of the pay range.

3. For purposes of "higher class" in this section only, the class series shall be defined as:

Class Series
Effective with
Effective Date of Contract

To any classification in the bargaining unit for which an employee has a license(s)
and/or meets the qualifications:

Class Series I: Developmental Disabilities Coordinator
 Developmental Disabilities Specialist

Class Series II: Dietitian - Clinical
 Dietitian - Administrative

Class Series III: Handicapped Children's Specialist
 Public Health Educator 1, 2, 3
 Public Health Nutritionist 1, 2, 3

Class Series IV: Nurse Clinician 2, 3, 4
 Nurse Practitioner
 Nursing Consultant 1, 2
 Nursing Instructor 1, 2
 Nursing Specialist
 Public Health Nurse 1, 2, 3

Class Series V: Physician Assistant

- Class Series VI: Occupational Therapist
Occupational Therapist Senior
Therapies Consultant
- Class Series VII: Physical Therapist
Physical Therapist Senior
Therapies Consultant
- Class Series VIII: Speech Language Pathologist
Speech Language Pathologist Senior
Audiologist
Therapies Consultant
- Class Series IX: Therapist
Therapist - Senior
Therapies Consultant

4. The Employer may also use this section when new classifications are created which warrants their use.

C. DOWNWARD MOVEMENTS

1. Voluntary Demotion and Regrade on Reclassification or Reallocation to a Lower Class:

For downward movement within the same class series or between class series, an employee will retain his/her current base pay rate, subject to the maximum of the pay range.

2. Voluntary Demotion (within the Bargaining Unit) in Lieu of Layoff:

Upon voluntary demotion in lieu of layoff in accordance with 10/3/1/D., an employee shall retain his/her current rate of pay.

3. Involuntary Demotion:

An employee who is involuntarily demoted will have his/her pay base rate set at the lesser of the following rates:

- a. The employee's current base pay rate minus up to four (4) within range pay steps of the new pay range, as determined at the sole discretion of the appointing authority; or
- b. The grid rate in the new pay range which corresponds to the employee's seniority.

D. PAY ON LATERAL MOVEMENTS (TRANSFER WITHIN THE BARGAINING UNIT; AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO THE SAME PAY RANGE)

The employee will retain his/her current base pay rate.

E. PAY ON RESTORATION AND REINSTATEMENT (ALL)

The employee's base pay will be set at a rate equal to the employee's last rate received in the position from which the employee's reinstatement eligibility or restoration right is derived, plus any intervening adjustments, subject to the maximum of the pay range.

F. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS.: The employee will retain his/her current base pay rate from the accreted position, subject to the maximum of the pay range.

G. NURSE CLINICIAN CLASSIFICATIONS MINIMUM RATE

1. ~~Effective the first day of the pay period following the effective date of the Agreement through June 26, 2004, grid level D on the Appendix B grid will be t~~The minimum pay rate for employees in the classifications listed below, ~~Effective with the Appendix C grid implementation on October 6, 2002, or the first day of the pay period following the effective date of the Agreement, whichever is later, the minimum pay rate will be grid level C.~~

a.

Eligible Classifications

Nurse Clinician 2	38302
Nurse Clinician 3	38303
Nurse Clinician 4	38304
Nurse Clinician 2 Weekend	38862
Nurse Clinician 3 Weekend	38863

APPENDIX G
2001-2003-2005 AGREEMENT

DUES AND FAIR SHARE DEDUCTIONS

SEIU District 1199W/UP Union Dues

Each member shall pay monthly an amount equal to two (2) times their hourly rate of pay multiplied by the full time equivalent (FTE) of record for their position, or \$12.00, whichever is greater.

Members who do not have an FTE associated with their position (ie. Because they work a minimum numbers of hours, or are considered "pool", or their employer does not use the term FTE, etc.) will have their dues figured based upon the average number of hours per payroll period that they worked during the last quarter.

Some examples of how the dues formula works are as follows:

Hourly Wage	x	2	x	FTE*	=	Monthly Dues
\$10.00		2		.4		\$8.00
(this person's dues would be the minimum of \$12.00)						
\$10.00		2		.6		\$12.00
\$10.00		2		1.0		\$20.00
\$12.00		2		.5		\$12.00
\$12.00		2		1.0		\$24.00
\$16.00		2		.4		\$12.80
\$16.00		2		.6		\$19.20
\$16.00		2		1.0		\$32.00
\$24.00		2		.5		\$24.00
\$24.00		2		1.0		\$48.00

*FTE means full time equivalent and is calculated to the nearest tenth with full time being equal to 1.0

Changes in your hourly wage and FTE of record will result in a change in your dues.

Inactive, unemployed or members-at-large may retain their membership with annual dues set at twenty-five dollars (\$25.00) per year.

Retired members have the option of joining the Retired Members Chapter with annual dues at six dollars (\$6.00) per year.

In the event that the membership of the Union changes the dues rate, the Union will provide the new dues rate to the Employer. The Employer will implement the new dues rate within thirty (30) days from receipt of the notice.

APPENDIX H
Employing Units

AGENCY UNITS - MULTIPLE

The following agencies and independent boards have received approval to establish separate employing units within their agencies for one or more of the following personnel transactions: promotions, demotions, transfers, reinstatements, layoffs, or related personnel transactions.

Corrections

Health and Family Services

Public Instruction

Transportation

University of Wisconsin System

Veterans Affairs

Workforce Development

The employing units which the Administrator, Division of Merit Recruitment and Selection, has approved for each of the previously noted agencies, are listed on the following pages. The guidelines to follow when making interpretations regarding each agency's employing units are in the right-hand "Notes and Interpretations" column. In addition, staff reductions or layoffs of non-represented employees will be made according to the smallest employing unit designated for each agency unless otherwise indicated in the "Notes and Interpretations" column. The following represent the agency units which employ members of the bargaining unit of SEIU District 1199W/UP. This list in no way precludes members from transferring their employment in the bargaining unit to other agency units not listed here.

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.000	Entire Department	
410.800	Secretary's Office Office of Detention Facilities <u>Office of Legal Counsel</u> <u>Office of Victim Services & Programs</u>	Each numbered group represents a unit for layoffs, demotions, transfers, reinstatements, and other related personnel transactions except that the Department will be considered a single unit for all personnel transactions identified as Career Executive.
410.200	Division of Management Services Bureau of Finance and Administrative Services Bureau of Personnel and Human Resources Bureau of Budget Bureau of Technology Management Office of Procurement Services	The Department will be considered a single unit for purposes of promotions. For layoffs, the following units listed under 410 are a single unit: 410.200, 410.300, 410.400, 410.500, 410.600, 410.800, and 410.900.
410.300	Division of Adult Institutions Bureau of Correctional Enterprises Bureau of Offender Classification & Movement <u>Health Services</u>	
410.321	Waupun Correctional Institution	
410.322	Green Bay Correctional Institution	
410.323	Taycheedah Correctional Institution	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.324	Fox Lake Correctional Institution	
410.325	Columbia Correctional Institution	
410.326	Kettle Moraine Correctional Institution	
410.327	Oakhill Correctional Institution University Hospital Security Unit	
410.328	Dodge Correctional Institution	
410.329	Racine Correctional Institution <u>Sturtevant Transitional Facility</u>	
410.332	Oshkosh Correctional Institution (45 Correctional Officers 1-3 deployed at WRC)	
410.333	Jackson Correctional Institution	
410.334	Supermax Correctional Institution – Boscobel <u>Wisconsin Secure Program Facility – Boscobel</u>	
410.335	Racine Youthful Offender Correctional Facility	
410.336	Redgranite Correctional Institution	
410.337	New Lisbon Correctional Institution	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.338	Wisconsin Correctional Center System including: Black River, Drug Abuse, Flambeau, Gordon, Kenosha, Marshall E. Sherrer, McNaughton, Milwaukee Men's Pre-release Center <u>Felmers O.</u> <u>Chaney</u> , John C. Burke, Robert E. Ellsworth, Oregon, Sanger B. Powers, St. Croix, Thompson, Winnebago and the <u>Milwaukee Women's</u> Correctional Center.	
<u>410.341</u>	<u>Prairie du Chien Correctional Institution</u>	
410.342	Stanley Correctional Institution	
<u>410.343</u>	<u>Milwaukee Secure Detention Facility</u>	
410.371	Waupun Industrial Operations	
410.372	Green Bay Industrial Operations	
410.373	Fox Lake Industrial Operations	
410.374	Kettle Moraine Industrial Operations	
410.375	Columbia Industrial Operations	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.376	Oshkosh Industrial Operations	
410.377	Taycheedah Industrial Operations	
410.378	Racine Industrial Operations	
410.379	Oakhill Industrial Operations	
410.380	Jackson Industrial Operations	
410.381	Robert E. Ellsworth Industrial Operations	
410.382	Redgranite Industrial Operations	
410.400	Division of Correctional Programs Bureau of Health Services Bureau of Offender Programs Office of Education Office of Management Support Office of Program Audits & Evaluation	
410.500	Division of Community Corrections Administration Field Operations including Probation & Parole and Intensive Sanctions Monitoring Center	
410.600	Parole Commission	
410.900	Division of Juvenile Corrections	
410.961	Prairie du Chien School	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.962	Ethan Allen School	
410.965	Lincoln Hills School	
410.966	Southern Oaks Girls School	
410.968	Youth Leadership Development Facility	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.810	Office of the Secretary Administrative Staff Office of Legal Counsel Office of Program Review & Audit	For this agency, each numbered group represents a unit for promotions, transfers, reinstatements, demotions or layoffs.
435.820	Division of Management & Technology Administrative Staff Bureau of Fiscal Services Bureau of Personnel & Employment Relations Bureau of Information Systems	
435.840	Office of Strategic Finance Administrative Staff Section of Budget Section of Area Administration <u>Area Administration</u> Section of Center for Delivery System Development Section of Tribal Affairs Section of Evaluation <u>Strategic Planning & Evaluation</u>	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.100	Division of Public Health (includes Regional Offices) Administrative Staff Office of Operations Office of Public Health Improvement Bureau of Environmental Health Bureau of Occupational Health Bureau of Family & Community Health Bureau of Emergency Medical Services and Injury Prevention Bureau of Chronic Disease and Health Promotion Bureau of Communicable Diseases	
435.200	Division of Care & Treatment Facilities Division Staff Central Office Staff Institution Superintendents	
435.201	Mendota Mental Health Institute	
435.202	Winnebago Mental Health Institute	
435.203	Sand Ridge Secure Treatment Center	
435.205	Wisconsin Resource Center	
435.216	Central Wisconsin Center for the Developmentally Disabled	
435.217	Northern Wisconsin Center for the Developmentally Disabled	
435.219	Southern Wisconsin Center for the Developmentally Disabled	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.300	Division of Children and Family Services Administrative Staff <u>Alliance for a Drug Free Wisconsin</u> Bureau of Community and Family Development Bureau of Programs and Policies (includes Regional Offices) Bureau of Regulation and Licensing (includes Regional Offices) Office of Policy, Evaluation and Planning	
<u>435.310</u>	Bureau of Milwaukee Child Welfare	
435.400	Division of Health Care Financing Administrative Staff (including Chief Medical Officers) <u>Office of Management Services</u> Bureau of Health Care Program Integrity Bureau of Health Care Systems and Operations Bureau of Health Care Eligibility Bureau of Health Information Bureau of Fee-For-Service Health Care <u>Benefits</u> Bureau of Managed Health Care Programs Bureau of Disability Determination	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.600	Division of Supportive Living Administrative Staff Bureau of Developmental Disabilities Services Bureau of Quality Assurance Bureau of Substance Abuse Services Bureau of Aging and Long Term Care Resources Bureau of Community Mental Health <u>Governor's Committee for People with Disabilities</u> State Independent Living Council Wisconsin Council/Developmental Disabilities Bureau for the Deaf and Hard of Hearing Bureau for the Blind For Administrative Purposes Only:	
433.110	Child Abuse & Neglect Prevention Board	
434.120	Adolescent Pregnancy Prevention & Services Board	
436.130	Tobacco Control Board	

DEPARTMENT OF PUBLIC INSTRUCTION (DPI)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
255.100	Central Office – Madison Area	This Department will be considered a single unit for purposes of promotions.
255.335	Wisconsin Bureau of Educational Opportunity Programs	The Department will be considered a single employing unit for all personnel transactions for positions identified as Career Executive.
255.500	Wisconsin Education Services Program for the Deaf and Hard of Hearing - Delevan	Each numbered group represents an employing unit for layoffs, demotions, transfers, reinstatements, and other related personnel transactions except promotions.
255.600	Wisconsin Center for the Blind and Visually Handicapped - Janesville	

DEPARTMENT OF TRANSPORTATION (DOT)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
395.502	Office of the Administrator & Bureau of Driver Services Division of Motor Vehicles	

UNIVERSITY OF WISCONSIN SYSTEM (UW SYSTEM)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
271.100	University of Wisconsin System – System Administration	Each numbered group represents an employing unit for promotions, demotions, transfers, reinstatements, layoffs, and other personnel transactions.
272.200	University of Wisconsin Colleges	
272.201	UWC – Baraboo/Sauk County	
272.202	UWC – Barron County	
272.203	UWC – Fond du Lac	
272.204	UWC – Fox Valley	
272.205	UWC – Manitowoc County	
272.206	UWC – Marathon County	
272.207	UWC – Marinette County	
272.208	UWC – Marshfield/Wood County	
272.209	UWC – Richland	
272.210	UWC – Rock County	
272.211	UWC – Sheboygan County	
272.212	UWC – Washington County	
272.213	UWC – Waukesha County	
272.214	UWC – Central Offices	
273.300	University of Wisconsin – Eau Claire	
274.350	University of Wisconsin – Extension	
275.400	University of Wisconsin – Green Bay	
276.450	University of Wisconsin – La Crosse	
277.650	University of Wisconsin – Oshkosh	
278.700	University of Wisconsin – Parkside	
270.750	University of Wisconsin – Platteville	
280.800	University of Wisconsin – River Falls	

UNIVERSITY OF WISCONSIN SYSTEM (UW SYSTEM)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
281.850	University of Wisconsin – Stevens Point	
282.900	University of Wisconsin – Stout	
283.925	University of Wisconsin – Superior	
284.950	University of Wisconsin – Whitewater	
	University of Wisconsin – Madison	
285.552	State Laboratory of Hygiene	
285.553	Medical School (including Psychiatric Institute)	
285.554	School of Nursing	
285.556	School of Pharmacy	
285.557	University Health Services	
	University of Wisconsin – Milwaukee	
286.603	Division of Student Affairs	
	UWM Children’s Center	
	Student Health	
	Student Life	

DEPARTMENT OF VETERALS AFFAIRS (DVA)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
485.100	Central Office – Madison, <u>and</u> Milwaukee, – Spooner, Union Grove & Ft. McCoy	Each numbered group represents a unit for promotions, demotions, transfers, reinstatements, or layoffs.
485.200	Veterans Home – King	
485.300	Veterans Home – Union Grove	
485.400	Educational Approval Board	

APPENDIX I
2001-2003 AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

BARGAINING TEAM FOR THE STATE OF WISCONSIN

<u>Kathy Kopp, Chief Spokesperson</u>	<u>Office of State Employment Relations</u>
<u>Lynn Wieser, Deputy Spokesperson</u>	<u>Office of State Employment Relations</u>
<u>John Vincent</u>	<u>Office of State Employment Relations</u>
<u>Lynn Maulbetsch</u>	<u>Office of State Employment Relations</u>
<u>Judy Burke</u>	<u>Office of State Employment Relations</u>
<u>Diane Siegler</u>	<u>Office of State Employment Relations</u>
<u>Jim Billings</u>	<u>Department of Health & Family Services</u>
<u>Beth Dittmann</u>	<u>Department of Health & Family Services</u>
<u>Frances Dujon-Reynolds</u>	<u>Department of Health & Family Services</u>
<u>Lori Fuller</u>	<u>University of Wisconsin System</u>
	<u>Administration</u>
<u>Ginny Richert</u>	<u>University of Wisconsin System</u>
	<u>Administration</u>
<u>Cynthia Thorpe</u>	<u>Department of Corrections</u>
<u>Chris Wrolstad</u>	<u>Department of Veterans Affairs - King</u>

BARGAINING TEAM FOR UNITED PROFESSIONALS FOR QUALITY HEALTH CARE

<u>Katy Hansen</u>		<u>SEIU 1199W/UP</u>
<u>Bonnie Strauss</u>		<u>SEIU 1199W/UP</u>
<u>Sue Bahn-Monthey</u>	<u>Therapist Senior</u>	<u>Central Wisconsin Center, DHFS</u>
<u>Gladys Boyd</u>	<u>Nursing Consultant</u>	<u>Division of Supportive Living,</u> <u>DHFS</u>
<u>Ann Brink</u>	<u>Nurse Clinician</u>	<u>Mendota Mental Health Institute,</u> <u>DHFS</u>
<u>Mary Jo Brink</u>	<u>Nursing Consultant</u>	<u>Division of Public Health, DHFS</u>
<u>Marvin Broslavick</u>	<u>Therapist Senior</u>	<u>King Veterans Home, DVA</u>
<u>Danielle Henker</u>	<u>Therapist Senior</u>	<u>Wisconsin Resource Center, DHFS</u>
<u>David Jaeck</u>	<u>Nurse Clinician</u>	<u>Red Granite Correctional Institution,</u> <u>DOC</u>
<u>Linda Mertes</u>	<u>Nurse Clinician</u>	<u>Mendota Mental Health Institute,</u> <u>DHFS</u>
<u>Gwen Simba</u>	<u>Nurse Clinician</u>	<u>Central Wisconsin Center, DHFS</u>
<u>Keith Sommers</u>	<u>Nursing Instructor</u>	<u>Southern Wisconsin Center, DHFS</u>