
In the Matter of a Dispute Between
SEIU HEALTHCARE WISCONSIN
and
UNIVERSITY OF WISCONSIN HOSPITAL AND CLINICS AUTHORITY

Case ID: 640.0002
Decision No. 40353

Appearances:

Attorneys Robert Shore and Mac McMechan, for the Union.

Attorneys Judith Williams-Killackey and Tyler Roth, for the Employer.

DECISION

SEIU HealthCare Wisconsin and the University of Wisconsin Hospital and Clinics Authority asked the Wisconsin Employment Relations Commission to assign the undersigned to resolve a dispute regarding a dues checkoff matter. I was assigned.

A hearing was held in Madison, Wisconsin on November 8, 2023. The proceedings were transcribed. The parties thereafter filed briefs received by January 5, 2024.

ISSUE

The parties were able to agree on the following statement of the issue:

Whether the University of Wisconsin Hospitals and Clinics Authority breached Part B, Section 2, Subsection C of the parties' September 11, 2022, Memorandum of Agreement? If so, what remedy is appropriate?

DISCUSSION

To avoid a potential strike, the parties reached agreement on a Memorandum of Agreement (MOU). A portion of the MOU states:

Employees may authorize deduction of dues to SEIU, and such authorization shall be honored by UWHCA.

Shortly after the MOU was reached, the Employer created an IT process that allowed employees to authorize dues deductions from their paycheck using Oracle- the human resources software system that has been utilized by employees for virtually all payroll transactions since 2019. To date, between 500 and 600 dues authorizations have been processed using Oracle. The Union, contrary to the Employer, argues that the MOU also requires that the Employer process paper or electronic dues authorizations created by the Union and submitted by an employee or the Union.

The parties agree that during the interactions that led to the creation of the MOU, there was no discussion between them as to the methodology that would be utilized for dues authorizations. The Union presented credible testimony that it reasonably assumed it would be able to submit paper or electronic authorizations to the Employer for processing. The Employer presented credible testimony that it reasonably assumed an electronic submission system would be the exclusive methodology.

Applying a variety of thoughtful approaches to the interpretation of the MOU language, each party asserts that its understanding of the disputed sentence is most persuasive. However, due to the absence of any discussion between the parties as to methodology, I am satisfied that there is a threshold issue of whether the MOU can fairly be understood to even address the issue the parties have litigated. Given the absence of any discussion between the parties, I conclude there was no “meeting of the minds” and that the MOU does not address the methodology issue aside from the implicit term referenced in footnote 1. As the MOU does not address the issue, it follows that the Employer did not violate the MOU.²

Issued at the City of Madison, Wisconsin, this 27 day of March, 2024.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Perter G. Davis, Staff Attorney

¹ Implicitly imbedded in the disputed sentence is a necessarily shared presumed intent that the employee has a reasonable opportunity to authorize a dues deduction. While the Union presented evidence as to the difficulty some employees have had using Oracle, the record as a whole establishes that the Oracle process provides that reasonable opportunity.

² If the disputed sentence were part of a traditional collective bargaining agreement, there likely would be other provisions which would allow for a more traditional contractual analysis and a more “merits-based” result one way or the other. I conclude the other portions of the MOU do not provide that type of interpretative assistance./