

ARTICLE III

Management Rights

3/1/1 It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management; however, such rights must be exercised consistently with the other provisions of this Agreement.

3/1/2 Management rights include:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.
- B. To manage and direct the employees of the various agencies.
- C. To transfer, assign or retain employees in positions within the agency.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- E. To determine the size and composition of the workforce and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.
- F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

3/1/3 It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

A. Original appointments and promotions specifically including recruitment, examinations, certifications, and policies with respect to probationary periods and appointments, but not including transfers between positions allocated to classifications that are assigned to the same pay range or an identical pay range in a different pay schedule within the same collective bargaining unit or another collective bargaining unit represented by the same labor organization.

B. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status, other than pay status, resulting from position reallocation.

ARTICLE IV

Grievance Procedure

Section 1 General

4/1/1 A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement. However, nothing in this Article will preclude an employee from verbally discussing any problem with his/her supervisor.

4/1/2 Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The first step grievance shall be presented to the designated supervisor involved in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative.

4/1/3 An employee may choose to have his/her appropriate Union representative represent him/her at any step of the grievance procedure. If an employee brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the appropriate Union representative and no further discussion shall be had on the matter until the appropriate Union representative has been given notice and an opportunity to be present.

4/1/4 Individual employees or groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at the first three (3) steps of the grievance procedure provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. Under these circumstances, the Employer will supply copies of all written decisions to that Union representative.

4/1/5 All grievances must be presented promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

4/1/6 Grievances which result from claims under Article IX, Section 13, that tasks which have been assigned, and performed, are abnormally dangerous shall be filed beginning with the second step of the grievance procedure.

4/1/7 Grievances relating to demotion, suspension or discharge under Section 11 of this Article, or formal discipline under 12/8/5 or 12/8/6 and grievances regarding employee benefits under 12/8/5 or 12/8/6 shall be filed beginning with the third step of the grievance procedure.

Section 2 Procedure

4/2/1 When the employee does not know who the appropriate Employer representative is at any Step of the grievance procedure, the employee can obtain this information by contacting his/her appropriate personnel office.

4/2/2 **Step One:** Within seven (7) calendar days of receipt of the written grievance from the employee(s) or his/her representative(s), the supervisor will hold a meeting with the employee(s) and his/her representative(s), unless mutually agreed to otherwise by the parties, to hear the grievance and return a written decision on the grievance form to the employee(s) and his/her representative(s).

4/2/3 **Step Two:** If dissatisfied with the supervisor's decision in Step One, to be considered further, the grievance must be appealed to the designated agency representative within seven (7) calendar days from receipt of the decision in Step One. The appropriate agency representative(s) will meet with the employee(s) and his/her representative(s) and attempt to resolve the grievance. A written decision will be placed on the grievance form following the meeting by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within seven (7) calendar days from receipt of the appeal to the agency representative.

4/2/4 **Step Three:** If dissatisfied with the Employer's decision in Step Two, to be considered further, the grievance must be appealed to the designee of the Employer (i.e., Division Administrator, Bureau Director, or personnel office) within seven (7) calendar days from receipt of the decision in Step Two. The designated agency representative(s) will meet with the employee and his/her representative(s) to discuss and attempt to resolve the grievance. A non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may elect. Following this meeting, the written decision of the agency will be

placed on the grievance form by the Employer or his/her designee and returned to the grievant(s) and his/her representative(s) within twenty-one (21) calendar days from receipt of the appeal to Step Three.

4/2/5 Step Four: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union or the Employer within thirty (30) calendar days from the date of the agency's decision in Step Three, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated on the Third Step grievance and any amendments made thereon, in writing, at the Third Step grievance meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

4/2/6 The parties will meet within thirty (30) calendar days from the date of the written appeal of the grievance to arbitration to select an arbitrator from the panel. The parties agree to establish and maintain a panel of seven (7) arbitrators to hear arbitration cases. The parties shall attempt to mutually agree upon the panel of arbitrators and if they are unable to reach mutual agreement, the parties shall request the Wisconsin Employment Relations Commission to supply a panel of fifteen (15) arbitrators not including any previously agreed upon arbitrators. The parties shall alternately strike names from the panel, with the coin flip loser striking first, until a sufficient number remains to complete the panel of seven (7) permanent arbitrators.

4/2/7 Annually during the month of January, via written notification to the other party, either party shall have the right to eliminate one (1) arbitrator from the panel.

4/2/8 When a replacement arbitrator is needed to maintain a full panel, the replacement shall be selected in accordance with the procedures defined above.

4/2/9 The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

- A. The parties mutually agree to a panel member.
- B. If the parties cannot agree on a panel member, the parties shall strike names, with the coin flip loser striking first, until one arbitrator remains who shall then hear the case, except that if both parties disagree with this final arbitrator, the parties shall request the Wisconsin Employment Relations Commission to submit a

panel of arbitrators. If the parties are still unable to reach agreement, a request will be made to the Federal Mediation and Conciliation Service to furnish a panel of arbitrators and final selection shall be in accordance with the procedures established by the Federal Mediation and Conciliation Service.

4/2/10 Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, shall be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, shall be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

4/2/11 On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/2/12 The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

4/3/1 Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be

appealed to the next step within seven (7) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/3/2 If the Employer representative with whom a grievance appeal must be filed is located in a worksite other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a worksite other than that in which the Employer representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

Section 4 Representation

4/4/1 An employee(s) may consult with his/her appropriate representative(s) during working hours for a reasonable period of time relative to a grievance matter by first contacting his/her supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee(s) with his/her representative(s) through the representative's supervisor.

Section 5 Retroactivity

4/5/1 Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than forty-five (45) calendar days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Withdrawal of a grievance under the above circumstances shall not establish a precedent for future grievances. Retirement shall not be considered a voluntary termination for the purposes of this Section.

Section 6 Exclusive Procedure

4/6/1 The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 7 Grievance Representatives

4/7/1 The Union may designate a total of up to fifty (50) grievance representatives who are members of the bargaining unit for the bargaining unit.

4/7/2 The Union shall designate the jurisdictional areas for the grievance representatives for each department. Jurisdictional areas will be basically by department, but may include other departments within the area. Representatives will be designated consistent with the geographic locations and number of employees in the work unit. Such designations will be made in a manner as to avoid unnecessary travel.

4/7/3 The Union shall notify the Employer in writing of the names of the grievance representatives, and their respective jurisdictional areas within the one hundred and eighty (180) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

Section 8 Union Grievances

4/8/1 Union officers and grievance representatives who are members of the bargaining unit shall have the right to file and process a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement lead to a controversy with the Union over application of the terms or provisions of this Agreement. Such grievances must be designated as Union grievances at the initial step and must comply with the time limits previously set forth in this Article.

Section 9 Group Grievances

4/9/1 Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved. Individual grievances which meet the definition of group grievance as contained herein shall be consolidated at each step of the procedure. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. No employees may be added to the list of group grievants after the third step hearing. Relief is restricted to those employees identified in the group grievance. Only one (1) of the grievants appearing without loss of pay shall represent and serve as spokesperson for the entire group.

Section 10 Processing Grievances

4/10/1 Grievance representatives and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment.

4/10/2 The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/10/3 Whenever possible grievance meetings shall be held at the employee's work location.

Section 11 Discipline

4/11/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, or discharge, taken by the Employer beginning with the Third Step of the grievance procedure. Appeals of written reprimands shall be filed at Step One of the grievance procedure.

4/11/2 An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

4/11/3 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employee's official personnel file. Verbal reprimands shall not be used as a step in the progressive discipline process.

4/11/4 Disciplinary action cannot be taken during an informal counseling or performance evaluation meeting unless the Employer has afforded the employee the opportunity to have a union representative present. The occurrence of an informal counseling or performance evaluation meeting shall not be identified by the Employer after the meeting as a step in the disciplinary procedure. However, the occurrence of such a meeting can be used by the Employer to demonstrate the employee had been made aware of behavioral and/or performance problems which resulted in a subsequent disciplinary action(s) against the employee.

4/11/5 Upon written request of the employee, the Employer will remove written reprimands from the employee's personnel file one (1) year after being issued, and suspensions four (4) years after being issued, provided the employee has received no discipline since the written reprimand or suspension. However, the employee may request a review with the Employer to consider removing the letter of suspension from the file two (2) years after being issued, provided the employee has received no intervening discipline.

4/11/6 A copy of disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union on the same day the discipline is issued to the employee.

4/11/7 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, the Employer will provide a copy of such notice to the Union.

Section 12 Exclusion of Probationary Employees

4/12/1 Notwithstanding Section 11 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

Section 13 Special Arbitration Procedures

4/13/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in section 4/2/5-12 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in section 4/2/5-12. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by the Wisconsin Science Professionals, and the State Department Office of State Employment Relations (DOSER) for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

1. The cases presented to the arbitrator will consist of campus or work site issues, short-term disciplinary actions [five (5) day or less suspensions without pay], denials of benefits under s. 230.36, Wis. Stats., and other individual situations to which the parties mutually agree.
2. The arbitrator will normally hear at least four (4) cases at each session unless mutually agreed otherwise. The cases will be grouped by agency and/or geographic area and heard in that area.
3. Case presentation will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than two (2) per side. If called to testify, the grievant is considered as one of the two witnesses.
4. The arbitrator will give a bench or other decision within five (5) calendar days. The arbitrator may deny, uphold, or modify the action of the Employer. All decisions will be final and binding.
5. Where written decisions are issued, such decisions shall identify the process as non-precedential in the heading or title of the decision(s).
6. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.
7. Representatives of DOSER and the Wisconsin Science Professionals, shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. The Wisconsin Science Professionals and DOSER will meet with the Arbitrator no more than once every six (6) months.
2. The cases presented to the arbitrator will consist of campus or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations to which the parties mutually agree.

3. Cases will be given an initial joint screening by representatives of the State Bureau of ~~Collective Bargaining~~ Labor Relations and the Wisconsin Science Professionals. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

4. Statements of facts and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing date unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will also be provided to the arbitrator prior to the hearing.

5. Whenever possible, at least five (5) cases, grouped by agency and/or geographic area, will be heard at each session. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The case in chief will be limited to five (5) minutes by each side with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called. No objections will be allowed. No briefs or transcripts shall be made. The Grievant and Union representative, plus an DOSER representative and the grievant's supervisor, will be present at the hearing and available to answer questions from the arbitrator.

7. The arbitrator will render a final and binding decision on each case at the end of the day, unless the parties agree to a different timeframe for the issuance of the arbitration award. The arbitrator may deny, uphold or modify the action of the Employer.

8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union representative will attend the arbitration without loss of pay.

This section (Section 13) will be reviewed and shall be terminated June 30, 2003, unless the collective bargaining agreement is extended by mutual agreement beyond the June 30, 2003, expiration date.

Section 14 Concentrated Performance Evaluation

4/14/1 Employees will be placed on a concentrated performance evaluation program (i.e., Performance Improvement Plan, Concentrated Performance Planning and Development, Final Performance Improvement Plan, Concentrated Performance Evaluation, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his/her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program and made aware of his/her rights to Union representation), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice of consequence to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/14/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of possible termination or other disciplinary action, a designated Union representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the Union representative at such meetings is limited to observing, asking clarifying questions and advising the employees.

ARTICLE V

Seniority

Section 1 General

5/1/1 Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date or seniority date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the executive order causing such accretion specifies differently. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

Section 2 Separation

5/2/1 Seniority as established in Section 1 above, will be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/2/2 Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except as outlined below:

A. Where an employee is laid off and restored or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

B. If an employee resigns and is reinstated within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which he/she was not an employee of the state.

5/2/3 In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the oldest employee considered having the greatest seniority.

Section 3 Application

5/3/1 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular article or section of this Agreement.

Section 4 Seniority Lists

5/4/1 Information on seniority will be maintained in the appropriate employing unit offices and shall be available to Union representatives and employees upon request.

ARTICLE VI

Hours of Work

Section 1 General

6/1/1 Employees in this bargaining unit are professional employees and, as such, are paid a predetermined salary each week irrespective of the number of hours worked in a workweek. However, the parties acknowledge that, within this bargaining unit, there exist employees who are exempt from the Fair Labor Standards Act (FLSA), as well as employees who are non-exempt. Overtime for non-exempt employees shall be calculated in accordance with the provisions of the Fair Labor Standards Act.

Section 2 Definitions

6/2/1 Hours of work are defined as those hours of the day, days of the week, for which the employees are required to fulfill the responsibilities of their professional positions.

6/2/2 The standard basis of employment for full-time employees is forty (40) hours in a regularly reoccurring period of one hundred and sixty eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods, except that additional hours of work may be required by the Employer.

6/2/3 Employees will be provided five (5) days notice of changes in work schedules, unless operational needs do not permit.

Section 3 Professional Time

6/3/1 Professional time may be available to an FLSA exempt employee in recognition of his/her status as a professional for additional time worked in excess of his/her scheduled hours of employment. It is not meant to cover those extra hours that may qualify for compensatory time under 6/4 of the Agreement. —giving consideration will be given to:

A. the concept of professional time need not be approved on an hour-for-hour basis for extra work beyond his/her scheduled hours of employment; and

B. the fact that an employee covered under this section has a degree of job responsibility and flexibility neither assumed nor granted to other employees; and

C. approval may be for a single occurrence or for the continuing use of professional time as determined by the supervisor.

6/3/2 Requests for use of professional time will require approval by the appropriate supervisor who may grant requests, giving consideration to:

A. programs needs; and

B. recognition that an exempt employee has worked beyond his/her scheduled hours of employment.

Section 4 Compensatory Time

6/4/1 Compensatory time for FLSA exempt employees will be earned, not necessarily on an hour-for-hour basis, under the following circumstances:

A. The work for which compensatory time is earned is directed by the Employer;

B. The amount of compensatory time earned is pre-approved by the Employer before it is worked; and

C. Such compensatory time credits shall be compensated for in compensatory time off or in cash at the employee's base rate, or in any combination thereof, as the Employer may elect.

6/4/2 Employees shall receive compensatory time credit on an hour-for-hour basis for time worked fighting fire and on prescribed burns, provided that such hours worked in a workweek are in excess of their regularly scheduled forty (40) hours and that such hours were worked at the specific direction of and were previously approved by management. Earned compensatory time credits used by employees for rest and relaxation time off, approved by management during a work week in which fire fighting occurs, will be counted toward the regularly scheduled forty (40) hours during that work week in determining eligibility for the earning of compensatory time for fire fighting. Compensatory time credits shall be compensated for in compensatory time

off on an hour-for-hour basis, or in cash at the employee's base rate, or in any combination thereof, as the Employer may elect. Employees who earned compensatory time for fighting fires and on prescribed burns shall have the option of receiving cash at the employee's base rate for such compensatory time earned in excess of forty (40) hours.

6/4/3 Employees assigned to out-of-agency "Incident Command System (ICS)" duty will be paid in cash at the rate of time and one-half for hours worked in excess of their regularly scheduled forty (40) hour work week for out-of-state fire fighting and other ICS disaster relief duty provided the State of Wisconsin is reimbursed by the receiving jurisdiction for the entire amount of the wage payments.

6/4/4 During a declared emergency under ss. 20.922(2) and 20.901(1)(b), Wis. Stats., employees who are not required to respond to declared emergencies as part of their broader job responsibilities may be temporarily assigned to perform duties which are not normally performed or which are not described in the employee's position description. When such assignments result in overtime hours which are directly attributable to the declared emergency, the employee will receive the premium rate or will be credited with compensatory time, or will receive a combination of both, at the discretion of the Employer, at a rate of 1.5 hours for each overtime hour worked.

Section 5 Work Schedules

6/5/1 The parties agree that the terms "matters of interest to either party" contained in 2/10/2 of this Agreement (Union-Management Meetings, Department) specifically include matters relating to work schedules, but is not limited to the following:

- A. Accommodation of employee shift preferences
- B. Shift rotations
- C. Shift beginning and ending times and shift overlap periods
- D. Scheduling of days off
- E. Posting and advance notice of work schedule changes
- F. Alternative work schedules
- G. Scheduling of work hours and time off
- H. Professional time.

Section 6 Scheduling of Vacation, Personal Holidays and Compensatory Time Off

6/6/1 The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be absent at any given time. However, absences for vacation (annual leave), compensatory time credits, and personal holidays shall be granted at times and in amounts most desired by employees whenever operations permit.

6/6/2 In scheduling vacation (annual leave), personal holidays, or compensatory time credits, choice of time and amounts shall as far as practicable be governed by seniority as defined in Article V. Once these periods of absence have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the following calendar year as he/she desires, providing it does not affect any other employee's scheduled period of absence. It is the expressed intent of the Employer to exercise the authority to change such schedule periods as seldom as possible.

6/6/3 Should an employee become ill or injured immediately before or during a scheduled absence period, he/she may cancel such scheduled time off credits as charged and utilize sick leave under the provisions of 12/4/2/A., commencing with the date he/she informs the Employer.

6/6/4 Employees who transfer shall carry their selections to their new work unit, providing no other employee's selection is adversely affected. The Employer shall make every reasonable effort to allow employees who are reassigned to carry their selection to the new work unit.

6/6/5 Notwithstanding 6/6/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to the first six months of the ensuing calendar year. The appointing authority (or designee) who chooses to exceed forty (40) hours may do so.

6/6/6 Within the basic framework provided above, the implementation and application of the provisions of this section and all other aspects of such scheduled time off shall be determined by local management.

6/6/7 Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first or those credits are lost. However, if the Employer does not permit an employee to use

accrued compensatory time by January 1, the employee will, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first six (6) months of the new calendar year.

6/6/8 Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to July 1. If the Employer does not permit employees to use these credits prior to July 1, the Employer will pay the unused credits in cash.

6/6/9 All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/6/7 and 6/6/8, above, except accumulations in excess of forty (40) hours may be scheduled off at the Employer's convenience.

Section 7 Night Differential

6/7/1 The Employer agrees to pay a night differential of forty-five cents (\$.45) per hour for those employees who work between the hours of 6 o'clock p.m. and 6 o'clock a.m. If an increase in this benefit is negotiated in any State of Wisconsin labor contract for the 20013-20035 contract period, the same increase will be granted to this bargaining unit under the same terms and conditions.

Section 8 Weekend Differential

6/8/1 The Employer agrees to pay a weekend differential of sixty cents (\$.60) per hour for hours worked which are in pay status between 12:01 o'clock a.m. Saturday and 11:59 o'clock p.m. Sunday. If an increase in this benefit is negotiated in any State of Wisconsin labor contract for the 20013-20035 contract period, the same increase will be granted to this bargaining unit under the same terms and conditions.

Section 9 Standby

6/9/1 When the Employer requires that an employee must be available for work and be able to report in less than one hour, the employee shall be compensated on the basis of a fee of twenty dollars (\$20.00) for each eight (8) hour period for which the employee is in standby status. If an increase in this benefit is negotiated in any State of Wisconsin labor contract for the 20013-20035 contract period, the same increase will be granted to this bargaining unit under the same terms and conditions.

6/9/2 Employees who are required to call in on weekends or unscheduled work days for work assignments shall receive one standby fee for each eight (8) hour period.

6/9/3 When an employee is on standby or on call, the Employer shall specify the time period within which the employee shall report, if called.

Section 10 Alternative Work Patterns

6/10/1 The Employer agrees that reasonable efforts will be made to implement alternative work patterns in appropriate work environments. Implementation of alternative work patterns shall be by mutual agreement between the Employer and the Union. Alternative work patterns include flexible time, non-standard workweek employment, part-time employment, job sharing and other patterns that may be developed.

Section 11 Call-Back Pay

6/11/1 Employees called back for duty or called in on the employees' day off will be guaranteed an amount equal to two (2) hours pay if such duty is shorter than two (2) hours in duration.

Section 12 Overtime

6/12/1 The Employer agrees to compensate employees who are in positions determined to be FLSA non-exempt according to FLSA standards. Compensation may be in cash or compensatory time, or a combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per week.

Section 13 Field Response Premium Pay

6/13/1 Forensic Scientists employed by the Wisconsin Department of Justice, State Crime Laboratories, shall be eligible for reimbursement at the premium rate of time and one-half for certain hours worked as a participant in Field Response Services. Eligible employees are entitled to premium pay under this section when all of the following conditions apply:

A. The employee is performing specific duties required in field investigations as defined in s. 165.75(3)(c), Wis. Stats., and

B. Such duties are performed outside of an employee's regularly scheduled work hours, and

C. The performance of such duties is in excess of forty (40) hours worked per week performing the employee's regularly scheduled duties.

Compensation may be in cash or compensatory time, or a combination thereof, at the discretion of the Employer.

ARTICLE VII

Transfers

Section 1 Transfer Notification

7/1/1 An employee who has permanent status in the employee's current classification and desires to transfer within the employee's classification and agency or university-campus, shall file a written request as prescribed by the agency or the university-campus with the appropriate personnel office, indicating that interest.

7/1/2 If an agency or university-campus chooses not to use the transfer register, the agency or university-campus will announce the permanent vacancy for a period of five (5) workdays within the agency or university-campus. Each agency or university-campus that chooses not to use the transfer register shall notify the Union that they will be announcing vacancies by posting. The method of notification chosen by the agency or university-campus will be for the duration of this Agreement.

Section 2 Screening Process

7/2/1 When a permanent vacancy occurs, in a permanent position, and the Employer decides to fill that vacancy, the Employer will review those requests on file from any employees in the same agency or university-campus who are in the same classification as the vacancy and have indicated an interest in the specific subtitle, shift and/or location of the vacancy. If the Employer determines two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee will be offered the position.

7/2/2 Whenever a permanent vacancy is created involving a new position and the duties are substantially different, the Employer will announce the vacancy in the ~~department~~ agency or university-campus in which the vacancy exists. Also, when a permanent vacancy is created and involves a different geographic location, a change in shift, a change in subtitle, a change from part-time to full-time (or vice versa) or a change from seasonal to permanent (or vice versa), the Employer will announce the vacancy in the ~~department~~ agency or university-campus in which the vacancy exists. The announcement distribution shall be in the same manner as for promotional exams. A period of five (5) workdays shall be allowed for interested employees within the classification to file a written request and be included in the group of applicants to be considered for that vacancy.

7/2/3 In screening the requests, the Employer will take into consideration ability, training, experience, job requirements, and seniority. If the Employer determines that two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee shall be offered the position.

7/2/4 In the event no employee is offered a transfer under the provisions above, the Employer will review those requests on file from any employees in the bargaining unit in the ~~department~~ agency or university-campus who are in the same pay range as the vacancy. The Employer will take into consideration ability, training, experience, job requirements and seniority. If the Employer determines that two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee shall be offered the position.

7/2/5 In the event the vacancy is not filled by transfer of an employee under provisions of Section 2, 7/2/1 through 7/2/4, the Employer will review written requests currently on file requesting consideration for that vacancy, on a permissive basis, from any employee in the bargaining unit in a classification in the same or higher pay range as the vacancy. The Employer will take into consideration ability, training, experience, job requirements and seniority. If the Employer determines that two (2) or more employees are equally qualified and the vacancy will be filled, seniority shall govern and the more senior employee will be offered the position.

Nonselection under this paragraph is not subject to the Grievance Procedure under Article IV.

7/2/6 Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. The Employer may extend the deadline.

7/2/7 In the event no employee is offered a transfer under provisions of Section 2, 7/2/1 through 7/2/4~~5~~, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

Section 3 Notice of Non-Selection

7/3/1 In the event no employee is selected from the transfer applicants, upon written request from an employee who requested a transfer but was not selected, the Employer will inform that employee in writing of the reasons for his/her non-selection. An employee who requested a transfer but was not selected may file a grievance under this Article only if no employee is selected from the transfer applicants.

Section 4 Definition of Permanent Vacancy

7/4/1 For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the work force and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers out of the bargaining unit, promotion or demotion;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;
- D. Transfers within the bargaining unit resulting from either A., B., or C. above.

Section 5 Transfer Limitations

7/5/1 The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

7/5/2 Employees may not transfer under the provisions of Section 1 of this Article more often than once every twelve (12) months.

7/5/3 Employees transferring under the provisions of this Article may be eligible for payment of any expenses related to the move by the Employer.

7/5/4 The provisions of this Article are superseded by those of Article VIII.

Section 6 Permissive Probation-At Risk/Layoff

7/6/1 An employee who transfers between agencies or university-campuses as a result of receiving a written notice of being placed at-risk of layoff or a written notice of layoff and is placed on permissive probation will have the right to return to his/her original position, if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion for performance reasons. If no vacancy exists, the provisions of Article VIII, Section 4 (Restoration) under this agreement shall be invoked.

ARTICLE VIII

Layoff Procedure

Section 1 Application of Layoff

8/1/1 The Union recognizes the right of the Employer to layoff employees in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to:

- A. Temporary layoff of less than twenty one (21) consecutive calendar days; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. School year employees at institutions and schools, during recesses in the academic year and/or summer. Such employees shall be considered on an approved leave of absence without pay during these periods.

8/1/2 Under this Article, calendar days will exclude holidays identified under 12/12/1.

8/1/3 The Employer agrees that employee(s) on temporary layoff under A. above, shall continue to earn vacation, and sick leave and length of service credits during each temporary layoff conducted by the Employer during the term of the Agreement.

8/1/34 Additionally, the Employer agrees to continue its payment of health insurance pursuant to Article XII, Section 1 for employees on temporary layoff.

8/1/45 At-Risk of Layoff

A. Definition: An employee may be considered at risk of layoff if the employee meets at least one of the following criteria:

1. An employee whose position has been identified for deletion (e.g., in the agency's budget).
2. An employee who has received written notice that he or she may be laid off at some future date.

3. An employee who is in an anticipated layoff group.

4. An employee who may be displaced by a more senior employee as a result of an anticipated layoff.

B. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a transfer to a lateral or counterpart vacancy within ~~their~~ his/her current agency or university-campus. The employee shall be considered for the vacancy if he/she provides written documentation of his/her qualifications for the vacancy and provides a copy of the at-risk notice, if requested.

C. The Union shall be notified of employees who have received written notice of being at risk of layoff.

Section 2 Layoff Procedures

8/2/1 Preparation for layoff. The following general procedures shall apply in preparation for a layoff.

A. In the event the Employer becomes aware of an impending reduction in work force, the Union will be provided thirty (30) days advance notice.

B. The layoff group shall be determined by classification and approved subtitle.

C. The layoff group shall be limited to employees of an employing unit within the bargaining unit.

D. All employees in the layoff group shall be ranked by seniority as defined in Article V, Section 1 of this Agreement.

E. Limited term employees and employees serving an original probationary period in the same class and approved subtitle within the employing unit (other than student employees) who are not in ~~federally~~ fully non-state funded positions shall be laid off prior to laying off bargaining unit employees.

~~F. The Union shall be notified of employees who have received written notice of being at risk of layoff.~~

8/2/2 Determination of Layoff. The following procedures shall apply in implementing a layoff.

A. The Employer shall be permitted to exempt employees from the identified layoff group to maintain a reasonable affirmative action program to the extent permitted by law and/or employees with special skills for the maintenance of an existing program from the layoff process. The name of any employee exempted and the reason therefore shall be given to the Union in writing.

B. Employees remaining in the layoff group shall be laid off by seniority with the employee with the least amount of seniority (as defined in Article V, Section 1) laid off first.

C. The Employer shall notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. That layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time.

D. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee of the right to restoration and that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of re-employment.

Section 3 Options Available to Employees Who Have Been Notified of Layoff

8/3/1 Upon At the time a written notice of layoff is issued, the Employer will provide the employee with options available, and an employee may, within five (5)seven (7) calendar days, elect one or more of the following options: Demotion, Bumping, Transfer or Layoff. These dates may be extended by agreement of the appointing authority or designee. The Employer may extend the preceding time limits. Between the notification of layoff and the effective date of the layoff, the Employer will provide the employee with additional options under this section when available.

8/3/2 Demotion in Lieu of Layoff

A. Within their employing unit within the bargaining unit accept demotion to a vacant position in lieu of layoff to a lower classification and approved subtitle in the same series or to a lower classification and approved subtitle in which the employee had previously obtained permanent status. In addition, the employee may request a voluntary demotion to a vacant position in a lower classification and approved subtitle for which the Employer determines he/she is qualified based on training, experience and job requirements. Upon written request, the Employer will inform the employee in writing of the reason(s) for the denial of his/her request for a voluntary demotion in lieu of layoff.

B. The Employer will, within fourteen (14) calendar days, notify the employee of the position to which he/she will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for demotion.

C. Upon demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which demoted.

D. Upon demotion in lieu of layoff, an employee shall receive his/her current rate of pay.

E. Should a layoff subsequently occur in the classification and approved subtitle to which the employee accepted a demotion, the provisions of this Article shall apply.

8/3/3 Bumping in Lieu of Layoff

A. Within their employing unit within the bargaining unit, bump to the next lower classification and approved subtitle in the same classification series or any classification and approved subtitle in which the employee had held permanent status and is capable of performing without any trial period, providing there is no vacancy in the next lower classification and approved subtitle or any classification and approved subtitle in which the employee previously had held permanent status to which the employee can demote.

B. Should a layoff subsequently occur in the classification and approved subtitle to which the employee bumped, the provisions of this Article shall apply.

C. The Employer will within fourteen (14) calendar days notify the employee of the position to which he/she will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for bumping.

D. An employee who exercises bumping rights within the employing unit in lieu of layoff immediately obtains permanent status in class in the classification into which the employee has been placed.

E. Upon bumping in lieu of layoff, an employee shall receive his/her current rate of pay.

8/3/4 Transfer in Lieu of Layoff

In accordance with 7/5/4 and 8/11/1, Employees in the layoff group shall have the following transfer options in direct order of seniority, with the most senior employee considered first:

A. Transfer within their employing unit within the bargaining unit. The employee shall be considered for transfer to any vacancy in the same pay range for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position.

B. Transfer within the agency/university-campus. The employee shall have the right to transfer to any vacancy in the same classification for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or mentally fit for the position or cannot perform the work in a satisfactory manner.

C. Permissive Transfer between agencies/university-campuses. Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency.

D. Transfer between agencies/university-campuses. Prior to filling a bargaining unit vacancy with an individual other than a current state employee and in accordance with 8/11/1, the Employer agrees to the following:

The employee who has received written notice of layoff shall have the right to transfer to a vacant position in another agency/university-campus within the bargaining unit in direct order of seniority, with the most senior employee considered first, and subject to all of the following limitations:

1. The employee must apply for the vacancy by the end of the WISCERS posting period.

2. The employee in the layoff group is in the same classification as the vacancy.

3. The employee is qualified to perform the work after customary orientation and training provided to newly hired workers.

4. The employee is not currently on a concentrated performance evaluation program.

E. Employees transferring to another agency/university-campus in lieu of layoff under these provisions may be placed on permissive probation at the discretion of the appointing authority. If the employee is terminated for performance reasons while on permissive probation, the termination will be treated as a layoff except that the employee's right of restoration will be to the agency/university-campus from which he/she transferred in lieu of layoff.

8/3/5 Layoff. Removal of the employee from payroll status.

Section 4 Restoration

8/4/1 ~~Definition to follow Chapter ER-MRS 1.02(30), Wis. Admin. Code (or as amended): "Restoration": the act of a mandatory re-appointment without competition of an employee or former employee to a position:~~

~~_____ A. _____ In the same class in which the person was previously employed;~~

~~_____ B. _____ In another classification to which the person would have been eligible to transfer had there been no break in employment; or~~

~~_____ C. _____ In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position. For the purposes of this Article, Restoration is the act of mandatory re-appointment without competition of an employee or former employee to a position as defined in 8/4/2, 8/4/7 and 8/4/8.~~

8/4/2 Restoration Within the Employing Unit

When a permanent vacancy is to be filled in an employing unit within a classification and approved subtitle from which an employee was laid off, bumped or demoted in lieu of layoff; the employee shall be restored according to the inverse order of layoff as provided in this article for a five (5) year period from the date of layoff.

8/4/3 Employees are responsible for keeping the Employer notified of their current address and telephone numbers. The Employer will make reasonable effort to notify employees being restored either by certified mail or by telephone with a confirming letter. If the employee does not respond within ~~five (5) workdays~~ seven (7) calendar days, the employee shall forfeit any further restoration rights for the vacancy being considered. The Employer may extend the preceding time limits.

8/4/4 A laid off employee who either fails to respond to the offer of restoration or fails to accept a reasonable offer of restoration within ~~seven (7) workdays~~ ten (10) calendar days after the Employer verifies contact or who fails to be available for work within ~~ten (10) workdays~~ calendar days after the acceptance shall forfeit any further restoration rights. The Employer may extend the preceding time limits.

8/4/5 On a case-by-case basis, by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to restoration.

8/4/6 The base pay of an employee who is restored shall be a rate equal to the last rate received plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff.

~~8/4/7 Restoration rights of an employee supersede the transfer rights of other employees set forth in Article VII of this Agreement, and a permanent position shall not be considered vacant if it is filled by voluntary demotion in lieu of layoff.~~

8/4/87 Restoration Within the Department/Agency/University-Campus

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, within the ~~department~~ agency/university-campus for which he/she worked to fill a vacancy in his/her classification or any classification into which the employee could have bumped with any employing unit within

that ~~department~~ agency/university-campus. Such employee will be appointed to any such vacancy for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or mentally fit for the position, providing that no other employee has restoration rights to such vacancy. The base salary of an employee who is restored under this paragraph shall be determined on the same basis as provided for in Section 4 of this Article. If the Employer determines that two (2) or more employees are equally qualified, the most senior employee shall be selected.

8/4/8 Restoration Between Agencies/University-Campuses

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other agency/university-campus and shall be appointed to any permanent vacancy in the same classification from which he/she was laid off if he/she is qualified and capable of performing the duties as determined by the Employer, providing no other employee has restoration rights under 8/4/2 and 8/4/7 to such vacancy. This paragraph will sunset on June 30, 2005, regardless of contract extension, unless both parties mutually agree to extend.

8/4/9 The employee's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in the same class as the class from which the employee was originally laid off, bumped or demoted in lieu of layoff, whichever occurs first.

8/4/10 The employee shall be notified in writing of his/her forfeiture of restoration right. The Union shall be copied on the correspondence.

8/4/11 Employees restored or reinstated to an employing unit or agency/university-campus other than the one from which they were laid off may be placed on permissive probation at the sole discretion of the appointing authority.

Section 5 Reinstatement

8/5/1 Definition to follow Chapter ER-MRS 1.02(29), Wis. Admin. Code (or as amended): "Reinstatement": the act of permissive re-appointment without competition of an employee or former employee to a position:

- A. In the same class in which the person was previously employed;

B. In another class to which the person would have been eligible to transfer had there been no break in employment; or

C. In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position.

8/5/2 The employee who is laid off may file a request for employment with any department agency/university-campus in state service under the reinstatement provisions provided for in the Wisconsin Administrative Code.

Section 6 Reasonable Offer

8/6/1 A reasonable offer of restoration is defined as an offer of a job:

A. with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and

B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and

C. the pay range of the position offered is no more than ~~two (2)~~ one (1) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered; and

D. an offer of limited term employment, ~~or project-project~~ or other non permanent employment shall not constitute a reasonable offer.

Section 7 Relocation Expenses

8/7/1 When the Employer determines that it would be necessary for the employee to change the location of his/her residence because the employee is voluntarily demoting or bumping as a result of a layoff or is

transferring in lieu of layoff, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

Section 8 Notice of Employing Unit Changes

8/8/1 The Employer will provide the Union thirty (30) calendar days advance notice of any change in employing unit structure. The Union shall have the opportunity to discuss these changes with the Administrator of the Division of Merit Recruitment and Selection, ~~Department~~ Office of State Employment Relations.

Section 9 Subtitle Lists

8/9/1 Within thirty (30) calendar days of the effective date of the Agreement, the Employer will furnish to the Union a current list of all approved subtitles for classifications in the bargaining unit and will notify the Union of any changes in the list as they occur.

Section 10 Layoff Assistance

8/10/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk or who has received a notice of layoff shall be granted one or more of the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 above:

A. Up to forty (40) hours time without loss of pay for:

1. job search activities, including interviews and examinations in addition to the time specified in 12/6/1; and/or

2. attendance at job training;

B. Unpaid leave of absence for interviews, examinations, and other job search activities or attendance at job training;

C. Assistance or training in the preparation of a resume;

- D. Use of office equipment and supplies where available.

For job search activities which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice, where possible.

Section 11 Priority of Article VII and VIII Rights

8/11/1 When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VIII of this Agreement, the vacancy shall be filled in accordance with the order of priorities set forth by the following categories: If there are two or more candidates equally qualified under the provisions below, the more senior employee will be offered the position.

A. Transfer within the employing unit in lieu of layoff (8/3/4/A)

B. Demotion within the employing unit (8/3/2)

C. Transfer within the agency/university-campus in lieu of layoff (8/3/4/B)

D. Transfer between agencies/university-campuses in lieu of layoff (8/3/4/D)

E. Permissive transfer between agencies/university-campuses in lieu of layoff (8/3/4/C)

F. Restoration within the employing unit (8/4/2)

G. Restoration within the agency/university-campus (8/4/7)

H. Restoration between agencies/university-campuses (8/4/8)

I. Reinstatement within the agency/university-campus (8/5/2)

J. Reinstatement between agencies/university-campuses (8/5/2)

K. Transfer (Article VII)

L. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and Wisconsin statutes.

ARTICLE IX

Health, Safety and Miscellaneous

Section 1 Discrimination

9/1/1 The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, sex, creed, color, marital status, national origin, sexual orientation, Union or non-Union affiliation.

Section 2 Personal Protective Equipment

9/2/1 The Employer shall furnish necessary training, protective clothing and equipment in accordance with the standards established by the Department of Commerce.

Section 3 Foot Protection

9/3/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer shall provide a safety device or, if the Employer requires the purchase of approved safety shoes or boots, the Employer will pay an allowance of twenty-seven dollars (\$27.00) for the term of the Agreement, as an expense check payable the first pay period following the effective date of the contract. ~~If an increase in this benefit is negotiated in any State of Wisconsin labor contract for the 2001-2003 contract period, the same increase will be granted to this bargaining unit under the same terms and conditions.~~

9/3/2 Department of Natural Resources employees in classifications which are assigned to fire suppression duties and are required, by the Employer, to wear safety boots shall receive a payment of ~~thirty-two dollars (\$32.00)~~ forty dollars (\$40.00) for the term of the Agreement, as an expense check payable the first pay period following the effective date of the contract. Such payment shall be in lieu of any payment specified in 9/3/1.

Section 4 Uniforms

9/4/1 The Employer reserves the right to require uniforms for employees. In such cases, the Employer will either provide the uniform or an appropriate uniform allowance as determined by the Employer. Maintenance

and cleaning will be the responsibility of the employee. For the purposes of this Agreement, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

Section 5 Buildings

9/5/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the Department of Commerce.

Section 6 Liability Protection

9/6/1 The provisions of s. 895.46, Wis. Stats. are hereby incorporated into this Agreement.

Section 7 Outside Employment

9/7/1 Any department may require employees to obtain approval to engage in outside employment. In such case, employees must request, in writing, permission to engage in outside employment. If an employee is denied permission, he/she may challenge the reasonableness of such denial through the grievance procedure.

Section 8 First Aid Equipment

9/8/1 Adequate first aid equipment shall be provided at appropriate locations.

Section 9 Tools and Equipment

9/9/1 The Employer agrees to furnish and maintain in a safe working condition all tools and equipment required to carry out the duties of each position. Employees are required to report any unsafe condition or practice and are responsible for properly using and caring for the tools and equipment furnished by the Employer.

9/9/2 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

9/9/3 The Employer agrees to utilize the criteria specified in the Department of Administration's Fleet Policies and Procedures, including annual mileage and special uses, when personally assigning vehicles to employees.

Section 10 Eye Protection

9/10/1 The Employer reserves the right to require eye protection for employees. In such cases, the Employer will provide the appropriate type of prescription or non-prescription safety glasses as required by applicable Department of Commerce (COMM) safety regulations for the duties performed to protect the health and safety of the employee. The employee will be responsible for the cost of any additional features not required by the COMM safety regulations, except that where eye examinations for safety glasses are necessary, the Employer will pay the cost of examination during the term of this Agreement if it is not covered by the employee's present health insurance program.

Section 11 Damaged Personal Property

9/11/1 The Employer agrees to pay the cost of repairing or replacing watches, eye glasses, hearing aids or articles of clothing damaged (e.g. paint damage) in the line of duty where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed two hundred dollars (\$200.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy-five dollars (\$75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is five dollars (\$5.00) or less.

Section 12 Employee Health and Safety

9/12/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union shall lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union, and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/12/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees, and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/12/3 Employees who provide the Employer with a minimum of fourteen (14) calendar days' notice shall be granted a leave of absence without pay to attend health and safety meetings, seminars, and conferences. Employees who provide fewer than fourteen (14) calendar days' notice will be granted such leave providing the staffing and scheduling requirements permit the employee's absence. Employees granted such leaves shall be considered to be on a leave of absence for union activity and while on such leave shall continue to earn vacation, ~~length of service~~, and sick leave credits. Leaves under this provision shall be limited to no more than three (3) bargaining unit employees at any one time.

9/12/4 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations/immunizations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/ immunizations will be considered for reassignment of related work duties.

Section 13 Abnormally Dangerous Tasks

9/13/1 In the event an employee has determined that the task he/she has been assigned is abnormally dangerous, he/she shall inform his/her immediate supervisor by filing an Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

9/13/2 In attempting to resolve the employee claim, the supervisor, at his/her discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or, at the supervisor's discretion, may assign the affected employee to other available work consistent with the work usually performed by the employee.

9/13/3 If the matter is not resolved to the satisfaction of the employee, and he/she carries out the task, he/she may later file a grievance in accordance with Article IV, commencing at Step Two. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. If the employee is disciplined, he/she may file a grievance commencing at Step Three of the procedure.

Section 14 Work Rules

9/14/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment except that the Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of the state as an Employer.”

9/14/2 Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

Section 15 Personnel File

9/15/1 Upon written request to his/her agency or department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

9/15/2 A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for information purposes only. The employee may make a written statement regarding his/her position on the materials placed

in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

Section 16 Travel and Lodging

9/16/1 The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53, 20.916, Wis. Stats. and this Section.

9/16/2 The Uniform Travel Schedule Amounts (UTSA) set forth in the State of Wisconsin Compensation Plan shall be used to reimburse employee travel expenses, unless superseded by a specific provision in this Section. The Employer agrees to provide thirty (30) days advance notice to the Union of any formal Employer recommendations relating to the UTSA. Application and interpretation of this schedule may be challenged through the grievance procedure contained in this Agreement. The amounts and the guidelines are printed in Appendix D of this Agreement.

9/16/3 Employees covered by this Agreement shall receive any additional increase in reimbursement rates that the Employer may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

9/16/4 The Employer shall process employee requests for travel reimbursement as expeditiously as possible.

9/16/5 Those employees transferring at the request of the Employer and the assignment to the employee's first permanent station following original training assignments shall be eligible for the payment of moving expenses subject to the provisions of s. 20.917, Wis. Stats.

9/16/6 Employees on job assignment requiring overnight accommodation shall not be required to share a room. The above limitation does not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

Section 17 Inclement Weather

FLSA Non-Exempt Employees

9/17/1 Employees who report late to work after having made an earnest effort to report to work on time, but were unable to do so because of inclement weather, severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings, shall be allowed to work to makeup for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for makeup time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

9/17/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employee's work unit is in operation). If the employee elects leave without pay, there shall be no proration of benefits.

FLSA Exempt Employees

9/17/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather, severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to makeup for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

9/17/4 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, as scheduled by the Employer and shall be worked during the pay period in which the emergency condition occurs or the subsequent pay period.

All Employees

9/17/5 When an employee is making up time under the provisions of this Section, the employee will receive the applicable differentials which are appropriate for those actual hours worked to makeup the time.

9/17/6 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay, plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternative work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any question on who has the authority should be directed to the employee's immediate supervisor.

Section 18 Contracting Out

9/18/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) calendar days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If any employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred due to contracting out, a written notice of this action will be given to the employee(s) and the Union prior to implementation. Where possible, fourteen (14) calendar days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

9/18/2 The Employer agrees to notify the Union after issuance of the letter of intent to award a contract. Such notice shall be made in writing to the Union within the five (5) working days as specified in s. Adm. 10.15(1), Wis. Admin. Code.

9/18/3 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter Adm. 10, Wis. Admin. Code, must be included, along with the required written notice to the Union at the time of the Request for Purchase Authorization (RPA).

The justification in Chapter 10, under contracting out, requires the following information:

- A. A reference to the federal law or regulation or state law which requires or authorizes the procurement of the contractual services;
- B. A description of the services to be performed, a list of any items to be delivered, complete timetables and any other specific conditions to be required of the contractor;
- C. A statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project or limited term employees. The consideration of costs shall include, but not be limited to, cost of salaries, fringe benefits, training and unemployment compensation benefits;
- D. A statement showing why the proposed procurement is in compliance with applicable state collective bargaining agreements and that the labor organization or organizations representing the appropriate certified collective bargaining unit or units have been notified of the proposed procurement;
- E. A statement showing why it is not possible to have the services performed by another state agency; and
- F. A statement indicating that competitive bidding will be used or why competitive bidding cannot be used and the justification for using the proposed alternative.

Section 19 Weather Related Considerations

9/19/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

Section 20 Blood Donations

9/20/1 Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her workstation.

Section 21 Permanent Reassignment

9/21/1 When an employee is to be permanently reassigned to another position, he/she shall receive in writing the following information about the new position: wages, hours of work, work site location, a position description, what bargaining unit represents the position, and if applicable, what moving expenses will be paid.

9/21/2 When an employee is permanently reassigned to a position in which the headquarters city is over forty (40) miles from the employee's home, the employee shall be given thirty (30) days advanced notice of the reassignment.

Section 22 Whistleblower Law

9/22/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

Section 23 Confidentiality of Employee Records

9/23/1 The Employer agrees that employees' social security numbers, dates of birth, home phone numbers and home addresses shall be kept in a confidential manner to the extent possible unless authorized by the employee or release of such information is specifically authorized or required by state or federal statute.