



SERVING PEOPLE
WHO SERVE WISCONSIN

December 11, 2003

Co-Chairpersons and Members of the
Joint Committee on Employment Relations
Room 113 South, State Capitol
Madison, Wisconsin 53703

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin represented by the Office of State Employment Relations (OSER) and the bargaining unit of the Wisconsin Professional Employees Council (WPEC), AFT Wisconsin/AFT, AFL-CIO, have completed the process of negotiating a successor contract for the 2003-2005 biennium.

Negotiations resulted in a tentative agreement which has been ratified by the membership of WPEC. The Office of State Employment Relations recommends approval of the tentative agreement by the Joint Committee on Employment Relations and the Legislature.

The tentative agreement represents concessions by both parties and, if approved by the Joint Committee and by the Legislature thereafter, will enhance labor peace and stability through the remainder of the contract period to June 30, 2005.

The major provisions of the tentative agreement are:

I. Salary Adjustments:

A. First Fiscal Year:

1. No General Wage Adjustment
2. Effective with Agreement, pay progression for classifications in pay ranges 7-4, 7-30, and 7-31 continues on the same terms as at the end of the 2001-2003 contract.

B. Second Fiscal Year:

Effective June 27, 2004:

1. Pay progression for classifications in pay ranges 7-4, 7-30, and 7-31 continues on the same terms for the duration of the Agreement.

2. General Wage Adjustment (GWA) of one percent (1.0%) provided to employees, limited to the pay range maximum. Employees whose GWA adjustment is limited by the June 27, 2004 pay range maximum will receive an annualized GWA lump sum payment equal to the balance of the GWA which exceeds the range maximum, times the number of hours remaining in the fiscal year (pro-rated by FTE).
3. General Wage Adjustment of ten cents (\$0.10) per hour for all employees in pay status, limited by pay range maximum. Employees whose adjustment is limited by the June 27, 2004 pay range maximum will receive an annualized GWA lump sum payment (pro-rated by FTE).
4. General Wage Adjustment lump sum payment of \$250.00 for all employees, prorated by FTE.

II. Benefit Changes

Health Insurance: Effective with coverage beginning January 2004, the 3-Tier health insurance model will be implemented for full-time employees and part-time employees appointed to work at 50% time or more. Employee contribution levels will be based on the following schedule.

January 2004 through December 2004 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$18.00	\$45.00
Tier-2	\$47.00	\$117.50
Tier-3	\$100.00	\$250.00

January 2005 through December 2005 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$22.00	\$55.00
Tier-2	\$50.00	\$125.00
Tier-3	\$100.00	\$250.00

Effective with coverage for January 2004, part-time employees appointed at less than 50% time will be required to pay 50% of the total monthly premium for the selected health provider.

III. Other Key Language Provisions

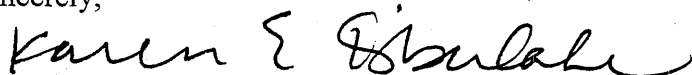
- A. *Additional Paid Holiday:* Effective January 1, 2004, one additional Personal Holiday will be granted in recognition of Veteran's Day.

December 11, 2003

- B. *Layoff Related Language Improvements:* A number of significant changes were made in the layoff process which provide greater employee protections. These include more options for employees to transfer or demote in lieu of layoff, including a new right to transfer between agencies. In addition, employees have more options on rights back into state service after separation due to layoff. Employees laid off and otherwise eligible for use of supplemental health insurance conversion credits may use the credits to pay health insurance premiums.
- C. *Sabbatical Leave:* Employees eligible for 216 hours of annual leave may elect to receive up to 120 hours as termination/sabbatical leave, increased from 80 hours.
- D. *Union President Leave of Absence:* Employees elected or appointed President will be granted a leave of absence without pay for the length of the term (currently two years). The employee's agency will keep the employee on the payroll during this absence and will be reimbursed by the Union for the entire cost of salary and benefits. Provisions for retaining the employee on payroll sunsets June 30, 2005, unless extended by mutual agreement.
- E. *Military Differential Pay, Leave and Benefits:* Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003, subtracting base military pay and housing allowance. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. Any remaining accumulated leave may be carried over into the following calendar year.
- F. *Contracting Out:* A standardized format to track the purchase of contracted services will be developed by DOA. State agencies will abide by current state procurement policies and collective bargaining agreement notice requirements. An advisory group will be established to advise the DOA Secretary on the procurement of services normally performed by the bargaining unit. These provisions sunset June 30, 2005, unless extended by mutual agreement.

The effective date of the Agreement, unless otherwise specified within the sections of the Agreement, is the day following publication in the official State newspaper. The Agreement remains in full force and effect through June 30, 2005, unless the parties mutually agree to extend any or all terms of the Agreement.

Sincerely,



Karen E. Timberlake, Director
Office of State Employment Relations

- Attachments: 1. Bill Draft
2. Fiscal Note
3. 2003-2005 Tentative Agreement

AGREEMENT

BETWEEN

THE STATE OF WISCONSIN

AND

WISCONSIN PROFESSIONAL

EMPLOYEES COUNCIL

AFT WISCONSIN ~~FEDERATION OF TEACHERS~~

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

May 17, 2003 - June 30, 20035

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ARTICLE I

NATURE AND SCOPE OF AGREEMENT

Section 1 Agreement

1/1/1 This Agreement made and entered into this ~~seventeenth day of May, 2003~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the ~~Department~~Office of State Employment Relations, and the Wisconsin Professional Employees Council, Local 4848, ~~WFTAFT Wisconsin~~, AFT, AFL-CIO, as representative of employees employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

Section 2 Purpose of Agreement

1/2/1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.94, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

1/2/2 The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

Section 3 Scope of the Agreement

1/3/1 This Agreement relates only to classified professional employees of the State of Wisconsin in the Professional Fiscal and Staff Services collective bargaining unit identified in s. 111.825(1)(f)1., Wis. Stats. To be included under this Agreement, employees must be considered within the fiscal and staff services occupational grouping as determined by the Wisconsin Employment Relations Commission and must conform to the definition of "professional", defined as:

- A. Any employee in the classified services engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
2. Involving the consistent exercise of discretion and judgment in its performance;
3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and
2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in A., above.

ARTICLE II

RECOGNITION AND UNION SECURITY

Section 1 **Bargaining Unit**

2/1/1 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees, as listed in Appendix I.

2/1/2 Employees excluded from this collective bargaining unit are all limited term, project, sessional, confidential, supervisory and managerial employees. All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certification for this unit by the Wisconsin Employment Relations Commission as set forth in this Agreement.

2/1/3 The parties will review all new classifications relating to this unit and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

2/1/4 The Employer agrees to provide advance notice, thirty (30) days whenever possible, to the Union of reclassification and reallocation actions from the bargaining unit to a different classification which is not assigned to this bargaining unit. Such notice shall not prohibit the Employer from implementing any such transaction retroactively.

Section 2 **Dues, Fair Share, Maintenance of Membership and COPE Deductions**

A. Dues Deduction:

2/2/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union. The Employer will be obligated to deduct only a single uniform amount as dues for all employees.

2/2/2 Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly divided between the A and B pay periods. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

2/2/3 The Employer will remit all such deductions and a list of employees who had such deductions to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the department, names, and amounts deducted.

2/2/4 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the Union. The Employer shall give notice to the Union of receipt of such notice of termination.

B. Fair Share Deduction:

2/2/5 Where a fair share agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the "fair share" charge for the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of the employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as fair share for all employees. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

2/2/6 The Union agrees to provide the Employer with a copy of its procedures regarding the rights of its bargaining unit employees concerning the payment of fair share and the filing of a rebate request and represents the procedures are consistent with the requirements of both State and Federal law. The Union will also timely inform the Employer, in writing, of any changes to its by-laws and procedures concerning fair share.

C. Maintenance of Membership Deduction:

2/2/7 Where a maintenance of membership agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of all affected employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as maintenance of membership for all employees. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

D. COPE Deduction:

2/2/8 Employees may authorize, by separate written order, a COPE deduction. The specified amount of the deduction will appear on a form provided by the Union. Once annually, employees may change the amount of their COPE deduction. Employees paid by central payroll of the Department of Administration will designate a whole dollar amount of COPE deduction on the Union form.

2/2/9 Employees paid by UW Payroll systems will designate a uniform dollar amount for all members of the bargaining unit authorizing deductions.

E. Indemnification:

2/2/10 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions under A., B., C. or D. of this section.

F. Administrative Errors:

2/2/11 The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within ~~sixty (60) days~~ two (2) pay periods following the discovery of the administrative error, but only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance. The Employer will not be required to make adjustments in pay for errors made in reliance on any lists or certifications provided to it by the Union beyond a prospective correction of the error itself within a reasonable period after the error has been brought to the Employer's attention.

Section 3 Personnel Lists

2/3/1 The Employer will furnish the Union on a biweekly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name, mailing address, work address, department code, class code, current hourly base pay rate and seniority date for each employee and will include the same information for project appointees in project positions occupying classifications assigned to this bargaining unit. Each list shall identify those employees who are in pay status for the first time (new) and also identify those employees who were in pay status during the previous biweekly period but are not in pay status on the current list (term). A notation will also be included on the list if any information regarding an employee changed from the previous pay period. These lists shall be sent via inter-departmental mail to the designated Union representative. Upon request of the Union, the Employer will furnish these lists in computer readable form.

2/3/2 Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, social security numbers, home addresses, home telephone numbers, or other information protected by ss. 19.31-19.36 and 230.13, Wis. Stats., or any federal laws, of employees covered by this Agreement, to any individual, entity, or any labor organization(s) except for WPEC, unless required to do so by the Wisconsin Employment Relations Commission, or a court of law. The Employer will notify the employee and Union at least ten (10) days prior to any information being released under this Section.

Section 4 Union Activity

2/4/1 Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement. The Union will be permitted use of State facilities for informational purposes under the same terms and conditions as apply to other groups and organizations.

2/4/2 The Union membership Secretary and the Union Treasurer will be permitted ~~a reasonable amount of time~~ combined total of up to four (4) hours per pay period without loss of pay during their regularly scheduled hours of work to ~~talk with Department of Employment Relations to resolve~~ discrepancies and administrative errors in the personnel list data furnished under 2/3/1 and ~~talk with designated agency payroll personnel to resolve discrepancies and administrative errors with dues~~ under Article II, Section 2.

2/4/3 The Union shall be furnished a copy of the agenda of the regularly scheduled meetings of the State Payroll Council. Upon the union's request, the union membership secretary and/or the union treasurer may be permitted to attend any open session of the State Payroll Council without loss of pay in order to offer suggestions or seek help in resolving system-wide administrative errors related to discrepancies and administrative errors under Article II, Sections 2 and 3. Participation as part of the agenda is subject to the approval of the State Payroll Council Chairperson.

Section 5 Visitations

2/5/1 The Employer agrees that officers and representatives of the Union shall be admitted to Employer's premises during working hours by giving twenty four (24) hours advance notice, whenever possible, to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

2/5/2 Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions, the Employer agrees to allow employee(s) to meet privately with the representative for a reasonable amount of time. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

2/5/3 The Employer shall not be responsible for any wages, salary or expenses of any kind for employees operating under this Section.

Section 6 Telephone and E-Mail Use

2/6/1 Union officers and representatives will be allowed to use telephone facilities for Union business. The Union will reimburse the Employer for all long distance, STS, or other line charges. Telephone use under the terms of this provision as it relates to FAX transmission is limited to use of existing Employer facsimile machines for communication between union and management, or where there exists agreements providing for communication by Union officers and representatives to other union officers for Union business.

2/6/2 Local Union officers and stewards may use their existing state assigned e-mail for conducting Union business only as authorized under the Agreement and provided that such use does not interfere with or disrupt normal business operations. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. In addition, employees may use e-mail to communicate with a Union representative(s) and the Employer regarding disciplinary or grievance-related issues. This provision does not obligate the Employer to expand e-mail access nor limit agencies from developing or modifying their own policies and procedures for e-mail use. This provision shall expire with the expiration of the 2001-2003 Agreement, unless the parties mutually agree to extend.

Section 7 Printing of Agreement

2/7/1 The Employer shall be responsible for the printing of this Agreement. The Employer and the Union shall agree on the printer and the cost of printing this Agreement. The Employer shall provide the Union an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Union will not be considered a valid part of this Agreement. The Union shall reimburse the Employer for fifty percent (50%) of the cost of printing this Agreement. The Union will furnish a copy of this Agreement to each new employee. Prior to printing of the Agreement, the Employer and the Union shall meet to mutually determine the number of Agreements to be printed.

2/7/2 It shall not be the responsibility of the Employer to provide the employees covered by this Agreement with a copy of the Agreement.

2/7/3 The Employer agrees that, as soon as administratively feasible after the printing of the Agreement, a complete copy of the Agreement will be posted on the Employer's website.

Section 8 Bulletin Boards

2/8/1 The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where six (6) or more Professional Fiscal and Staff Services employees are assigned as their permanent or principal job location, or the Employer will provide a bulletin board to the Union at the building, laboratory or other station at the Employer's option. If the Employer chooses a single bulletin board, placement of the bulletin board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of four (4) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/10/2 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of other organizations with which the Union is affiliated;
- G. Reports of Union standing committees, and;
- H. Any other material authorized by the Employer or his/her designee and the President of the

Union or his/her designee.

2/8/2 No political campaign literature or material detrimental to the Employer or the Union shall be posted.

Section 9 Distribution of Notices

2/9/1 The Union shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of two membership mailings per month to members of the Union. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of other organizations with which the Union is affiliated;
- G. Reports of Union standing committees, and;
- H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

2/9/2 No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

2/9/3 Union use of the mail system shall not include any U.S. mail or other commercial delivery services used by the state as part of or separate from such mail system(s).

Section 10 Union-Management Meetings

2/10/1 Statewide: As mutually agreed, a designated representative(s) of the ~~Department~~Office of State Employment Relations will meet with a designated Union Representative(s). Discussion at these meetings shall include, but shall not be limited to, administration of this Agreement.

2/10/2 Department: The appropriate representative(s) of the department will meet with the appropriate representative(s) of the Union when necessary and as mutually agreed upon. Such meetings will be held to consider and discuss matters of interest to either party. Agenda items must be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

Section 11 Conventions

2/11/1 Once annually no more than one hundred and thirty (130) employees who are duly credentialed delegates or alternates to the AFT Wisconsin Federation of Teachers annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

2/11/2 Once annually no more than ten (10) employees who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

2/11/3 Once annually no more than fifteen (15) employees who are duly credentialed delegates or alternates to the American Federation of Teachers Annual Convention shall be granted time off without pay not to exceed five (5) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

2/11/4 Once during the term of this Agreement no more than ten (10) employees who are duly credentialed delegates or alternates to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

2/11/5 Once during the term of this Agreement no more than twenty (20) employees who are duly credentialed delegates or alternates to the American Federation of Teachers Public Employees Conference shall be granted time off without pay not to exceed one (1) day to attend said conference, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

2/11/6 A. Subject to B., below. once annually no more than two hundred and forty (240) employees who are duly credentialed delegates or alternates to the Wisconsin Professional Employees Council annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention provided the staffing and scheduling requirements are met. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention. If the employee is denied permission to attend the conference because of staffing and scheduling requirements, the employee may grieve such denial through the expedited arbitration procedure.

B. Attendees of the WPEC annual convention may substitute ~~one (1)~~ two (2) of the unpaid work days, provided under A., above, with professional development time, as provided under Article X, Section 2, of this Agreement if the. ~~The Union agrees to schedule a majority of time on one that day(s) of the convention is related~~ to educational programs related to employment with the State of Wisconsin. The Union will provide a copy of the convention agenda to DOSER as soon as administratively feasible. The Union and DOSER will meet and discuss concerns regarding agenda items.

2/11/7 The Union shall provide written notice to the ~~Department~~Office of State Employment Relations and the agencies of events covered under 2/11/1 through 2/11/6, inclusive, as soon as possible after such events are scheduled. The Union shall also provide notice to the ~~Department~~Office of State Employment Relations as soon as possible as to the names of the employees scheduled to attend such events.

2/11/8 Employees on leave of absence without pay, pursuant to paragraphs 2/11/1 through 2/11/6, above, shall continue to earn vacation, ~~length of service~~ and sick leave credits during these leaves of absence without pay.

2/11/9 Where necessary, management reserves the right to change schedules of FLSA exempt employees who utilize leave without pay under this section in order to conform to FLSA requirements with respect to leave without pay for an entire work day.

Section 12 Leave Without Pay For Union Business

2/12/1 A total of seventy-five (75) days leave without pay is granted each year of this Agreement for use by employees designated by the Executive Council of the Union for the conduct of Union business subject to the following conditions:

A. No employee may use more than ten (10) days per year unless additional days are mutually agreed upon between Employer and employee.

B. During each year of the Agreement, no more than twelve (12) days will be used by employees from the same organizational unit at the same job headquarters.

C. Not more than two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time.

D. No leave shall be granted for less than one (1) day.

E. The Employer must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

2/12/2 Employees on leave of absence without pay under this section shall accrue sick leave, ~~length of service~~ and vacation credits while on such leave of absence without pay.

2/12/3 Annually on July 1st a total of 156 hours without loss of pay shall be granted to the WPEC President for use for the conduct of Union business subject to the following conditions:

A. No leave shall be granted for less than one (1) day.

B. The Employer must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

Section 13 Union Orientation

2/13/1 The Employer shall provide each new employee with an orientation within the first ninety (90) days of his/her employment. The timing, location, and content of the orientation is at the sole discretion of the appointing authority.

2/13/2 A representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientations involving new, recalled, or reinstated WPEC-represented employees, as well as employees reallocated from non-WPEC represented bargaining units. The Employer retains the right to prohibit or terminate any Union orientation presentation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary. The Employer shall notify the local Union five (5) days prior to any group orientation. When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation in advance of the meeting.

2/13/3 In the absence of such group orientation meetings, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of new employee(s) or to distribute to new employees represented by WPEC a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer at least two (2) times per calendar year, and shall be without loss of pay. Each employee will be allowed to attend only one Union

orientation session. When involving more than one (1) employee, orientation session(s) will be scheduled in the most cost efficient manner. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

2/13/4 The Employer will inform the Union in advance of its intention to attend Union orientation. The Employer will not terminate or prohibit any Union orientation until a discussion has been held with the Union representative giving the orientation. Union orientation is an appropriate subject for local negotiations.

Section 14 Notice of Employing Unit Changes

2/14/1 The Employer will provide the Union thirty (30) days advance notice, whenever practicable, 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 and the head of the agency(ies) involved, or their designee(s).

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 either paper or electronic forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative. If the designated supervisor refuses to accept the grievance or is unavailable, the grievance may be filed with the next higher level of management where it shall be date stamped.

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 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 will 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 Article IX, Section 13 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, to hear the grievance. Within seven (7) calendar days of the Step One meeting, the supervisor will 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) within seven (7) calendar days of receipt of the grievance and attempt to resolve the grievance. A written decision will be placed on the grievance form by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within seven (7) calendar days of the Step Two meeting.

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 employee(s) and his/her representative(s) will meet with the designated agency representative(s) within twenty-one (21) calendar days of the Employer's receipt of the grievance 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 fourteen (14) calendar days of the Step Three meeting.

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 For the purpose of selecting an impartial arbitrator, representatives of the Union and the State of Wisconsin, represented by its Department Office of State Employment Relations, Bureau of Collective Bargaining Labor Relations will confer within seven (7) calendar days from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within the seven (7) calendar day period, the appropriate representatives of the parties or party, acting jointly or separately, will request the Wisconsin Employment Relations Commission to submit a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission. The parties will determine who strikes first by coin toss.

4/2/7 Where two (2) 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 will 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 is requested by either party for the hearing, will be born 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, will 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.

4/2/8 On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator will be appointed to determine the question of arbitrability, unless the parties agree otherwise.

4/2/9 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.

4/2/10 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 work site 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 work site 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. Whenever practicable, stewards shall be notified at least five (5) work days prior to any first, second or third step hearing.

Section 5 Retroactivity

4/5/1 Settlement of grievances may or 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 Steward/Grievance Representatives

4/7/1 The Union may designate a total of up to one hundred and fifty (150) stewards as grievance representatives for the bargaining unit. Grievance representatives will be members of the bargaining unit or WFT employees.

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 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 a grievance at each step 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. Upon written request from the employee or his/her representative no less than sixty (60) days after the date of the investigatory meeting, the employee and the Union will be notified as to the status of the investigation.

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 may not be used as a step in the progressive discipline process.

4/11/4 A copy of a disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union within ten (10) working days after the discipline is issued to the employee; however, failure to provide a copy of such a letter will not prevent the Employer from maintaining its discipline on the merits of just cause.

4/11/5 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.

4/11/6 A. Except as provided in B. and C., below, upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions two (2) years after being issued, provided the employee has received no discipline since the written reprimand or suspension.

B. Written reprimands or suspensions involving criminal violations shall remain in the employee's personnel file for four (4) years following issuance, unless the charges against the employee are dropped or the employee is found not guilty of the act giving rise to the discipline by a court of law or competent tribunal, and the employee has received no discipline since the written reprimand or suspension.

C. Employees may request a review with the Employer to consider removing the letter of suspension from the file twelve (12) months after issuance, provided the employee has received no intervening discipline. The twelve month, two and four year time periods are defined as time in pay status, excluding approved leaves of absence and any paid leave time used during an approved leave of absence.

4/11/7 Except for possible violations of the law, the Employer agrees not to commence a disciplinary investigation based on information obtained from security monitoring system(s) unless the Employer has acquired information independent of the security monitoring system(s).

This section does not supersede provisions of s. 230.86, Wis. Stats.

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 in lieu of the procedure in section 4/2/5-10 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 4/2/5-10. 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 Professional Employees Council and the ~~State Department~~Office of State Employment Relations 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 shall be made. Transcripts are optional and at the requesting party's own expense. 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 Professional Employees Council shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. The Wisconsin Professional Employees Council 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 Professional Employees Council. 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 a 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.

Section 14 Concentrated Performance Evaluation

4/14/1 Employees will be placed on a concentrated performance evaluation program (i.e., Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPPD, Final Performance Improvement Plan/PFIP, Concentrated Performance Evaluation/CPE, 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), 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 consequences to the employee (i.e., Letter of Consequence) 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 the 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 recalled 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 (2) 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 offices and shall be available to Union representatives and employees upon request.

ARTICLE VI

HOURS OF WORK

Section 1 General

6/1/1 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 whenever possible.

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, giving consideration 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 exempt employee has a degree of job responsibility and flexibility neither assumed nor granted to non-exempt 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. program needs; and

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

6/3/3 Professional time is a concept that enables supervisors to recognize extra time worked by an employee, either on a regular basis or for a concentrated period of time. Professional time is not recognized or recorded as available leave.

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.

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 scheduling;
- G. Scheduling of work hours and time off.

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 as enumerated above have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. Such changes in scheduled periods of absence shall, as far as practicable, be governed by seniority as defined in Article V.

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 ensuing calendar year as he/she desires, providing it does not affect any employee's scheduled period of absence.

It is the expressed intent of the Employer to exercise the authority to change such scheduled 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.

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 (6) months of the ensuing calendar year. The Appointing Authority (or designee) who chooses to exceed forty (40) hours may do so.

6/6/6 Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, time credits will be carried over into the first six (6) months of the new calendar year, unless the employee accepts an Employer offer to pay cash for the accrued time.

6/6/7 A. Except as specified in B., below, 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.

B. Upon receipt of a written request from the employee by no later than June 1, the employee may, at the Employer's discretion, be permitted to carry such credits into the second six (6) months of the calendar year. Employees permitted to carry unused compensatory time credits into the second six (6) months of the calendar year shall use such credits prior to January 1. If the Employer does not permit employees to use these credits prior to January 1, the Employer will pay the unused credits in cash. These credits shall not be carried into the new calendar year.

6/6/8 All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/6/1 and 6/6/2 above, except accumulations in excess of eighty (80) hours may be scheduled off at the Employer's convenience.

Section 7 Night Differential

6/7/1 When an employee is directed by the Employer to work, the Employer agrees to pay a night differential of forty-five cents (\$.45) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section 8 Weekend Differential

6/8/1 When an employee is directed by the Employer to work, the Employer agrees to pay a weekend differential of sixty cents (\$.60) per hour for all hours worked between 12:01 a.m. Saturday and 11:59 p.m. Sunday.

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 (1) hour, the employee shall be compensated on the basis of a fee of twenty dollars (\$20.00) for each eight (8) hour period or portion thereof for which the employee is in standby status.

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.

6/9/4 The Employer will make reasonable efforts to distribute the stand-by duties among all qualified employees.

Section 10 Call-Back Pay

6/10/1 Employees called back for duty or called in on the employee's day off will be guaranteed an amount equal to two (2) hours pay if such duty is shorter than two (2) hours in duration.

6/10/2 Exempt employees who are called up by the Employer and can perform the needed work at home shall earn compensatory time, not necessarily on an hour for hour basis when the work performed exceeds one hour per call up.

Section 11 Alternative Work Patterns

6/11/1 Alternative work patterns include flexible time, non-standard work week employment, part-time employment, job sharing and other patterns that may be developed.

6/11/2 The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementing of alternative work patterns in appropriate work environments. 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. Employer denials of requests for an alternative work schedule under this Section will not be arbitrary or capricious. Denials are grievable under Article IV, Section 13, of this Agreement, Special Arbitration Procedures.

Section 12 Travel Time

6/12/1 When the Employer assigns an employee to travel to an alternative work site(s), the employee is in pay status while traveling if the distance traveled is eighteen (18) miles or greater from the assigned headquarters.

6/12/2 For purposes of the above paragraph, the following definitions apply:

Assigned headquarters means the facility or location to which the employee is normally assigned by the Employer as a headquarters and from which he/she performs his/her assigned duties.

Alternative work site means any location designated by the Employer other than a conference or training site or the employee's assigned headquarters at which the employee performs his/her assigned duties.

6/12/3 Employees who choose to commute rather than stay overnight, when authorized, shall do so on their own time.

6/12/4 When employees travel to training sites or conference sites and are not in pay status, during such traveling, they may be granted compensatory or professional time for such travel at the discretion of the Employer.

Section 13 Overtime

6/13/1 The Employer agrees to compensate employees who are in positions determined to be FLSA non-exempt at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per week.

6/13/2 The Employer agrees to compensate employees in the Department of Justice and the Department of Revenue who have protective occupation status at the premium rate of time and one half, cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week, provided that the extra hours were directed and approved by the employee's supervisor.

Section 14 Telecommuting

6/14/1 The parties recognize the value and benefits of telecommuting. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of telecommuting in appropriate work environments as determined by the Employer. The parties agree that the topic of telecommuting is appropriate for discussion at Union-Management meetings under Article 2/10/2 of this Agreement. The Union will be provided an opportunity to meet with and discuss agency telecommuting policies prior to implementation.

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. 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) work days within the agency or university campus. Employees who apply and who are within the same classification as the vacancy will be considered in accordance with Section 2 of this Article.

7/1/2 The method for notifying employees of transfer opportunities chosen by the agency or university campus shall be for the duration of this Agreement. Each agency or university campus shall notify the Wisconsin Professional Employees Council of the notification method to be used. This process shall be in place until and unless superseded by the procedures developed in Memorandum of Understanding #1. In no event shall the posting period be less than the five (5) work days specified in 7/1/1, above.

Section 2 Screening Process

7/2/1 When a permanent vacancy occurs, as defined in Section 4 of this Article, and the Employer decides to fill that vacancy, the Employer shall review those requests on file, or received as a result of posting, from any employee in the same agency or university campus who is in the same classification as the vacancy and has indicated an interest in the specific subtitle, shift, and/or location of the vacancy.

7/2/2 Whenever a permanent vacancy is created involving a new position and the Employer determines the duties are substantially different, the Employer will announce the vacancy in the agency or university campus in which the vacancy exists. Also, when a permanent vacancy is created and involves a different geographic location, 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 agency or university campus in which the vacancy exists. The announcement distribution shall be in the same manner as for agency or university campus promotional

exams. A period of five (5) workdays shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

7/2/3 When the Employer conducts transfer interviews, necessary and reasonable time for such interviews within the headquarters city, same agency, and same classification shall be without loss of pay. The provisions of this Section represent the minimum standards. The Employer may choose to exceed these standards.

7/2/4 In making a selection, the Employer shall take into consideration job requirements, experience, ability, including special qualifications, and seniority. If the Employer determines that two (2) or more employees are equally qualified, seniority shall govern.

7/2/5 In addition, the Employer will review those requests on file from any employees in the bargaining unit in the agency or university campus who are in the same pay range as the vacancy.

7/2/6 Any employee who is selected shall have three (3) workdays to decline the offer. Any employee who is selected for transfer requiring a change of headquarters location shall have five (5) workdays to decline the offer.

7/2/7 When a permanent vacancy occurs and there are no employees with restoration rights under Article VIII, the order of consideration will be as follows:

- A. Transfer within the agency or university campus under 7/1/1
- B. Other transfers under 7/2/5
- C. Fill the vacancy in accordance with state statutes

Nothing in the above sequence prevents the Employer from recruiting to fill a vacancy in accordance with state statutes while transfers are being considered.

Section 3 Non-Selection

7/3/1 A. An interested employee who is not selected for transfer under section 7/2/1 shall receive notice from the Employer of his/her non-selection. Upon receipt of a written request from the employee, the Employer shall provide that employee with the written reason(s) for non-selection.

B. For purposes of this section, an "interested" employee is defined as an employee who has submitted his/her name for consideration on a register or as a result of posting, as provided under 7/2/1. Further, "interested" employees are those expressing interest in a position upon initial contact by the agency or university campus.

7/3/2 An employee in the same classification and in the same agency or university campus as the vacancy, who requested a transfer but was not selected, may file a grievance under this Article only if no WPEC-represented employee is selected. The grievance standard that must be met is arbitrary and capricious.

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, promotion, demotion, resignation or retirement.

Section 5 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.

Section 6 Permissive Probation

7/6/1 An employee who transfers between departments 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 a permissive probationary period 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 8/4/1 shall be invoked.

Section 7 Transfers Between Agencies

7/7/1 An employee who transferred between agencies outside the provisions of this labor Agreement and was placed on a permissive probationary period and is failing or has failed the probation for performance reasons or desires to return to his/her former agency, will have the following options if the employee and former Employer mutually agree:

- A. The opportunity to return to the original position if vacant and no contractual transfers exist; or
- B. the opportunity to return to a vacant position of like nature, if qualified, in the former employing unit or agency, and which has no contractual transfers.

7/7/2 If not selected under options A or B above for those employees who are failing or have failed probation for performance reasons, the employee will have restoration rights to his/her former agency if all of the following conditions are met:

- A. The employee was not terminated for misconduct or delinquency;
- B. The employee does not have prior written discipline on record in either the former or current agency;
- C. The employee requests to be placed on a restoration list under these provisions.

7/7/3 Restoration rights under 7/7/2 shall be limited to a permanent vacancy in the employee's former employing unit in the classification from which the employee transferred and when the agency is ready to fill the vacancy from outside the agency. The employee shall be restored according to seniority, with the most

senior employee restored first, unless the employee does not possess the qualifications to perform the duties of the position. Should an employee not be restored, the affected employee will be notified in writing of the reasons why he/she was not restored for the position. The employee's right to restoration under 7/7/2, above, shall last for a period of five (5) years from the date of termination from the agency to which he/she transferred.

7/7/4 The base pay of an employee who is restored shall be a rate equal to the last rate received in their former position from which they transferred plus any intervening pay adjustments for which the employee would have received in the bargaining unit during the period of absence from their former position.

7/7/5 Restoration rights of an employee under this section shall not supersede any rights provided to other bargaining unit employees under Article VIII of this agreement.

Section 8 Voluntary Demotion

7/8/1 For purposes of this Article, Voluntary Demotion is the movement of an employee to a vacant permanent position in a class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote, consistent with the provisions of the Wisconsin Administrative Code, to a vacant position for which he/she is qualified. 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

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.
- D. Temporary reduction in hours to not less than thirty two (32) hours per week and not lasting longer than four weeks at any given time, unless mutually agreed otherwise. If the Employer determines, at its option, to reduce the weekly hours of some of the employees within the same class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working the reduced hours.

8/1/2 The Employer agrees that employee(s) on temporary layoff or under reduced hours as in A. and D., above, shall continue to earn vacation, and sick leave, ~~and length of service~~ credits during each temporary layoff or reduction in hours conducted by the Employer during the term of the Agreement.

8/1/3 Additionally, the Employer agrees to continue its payment of health insurance, pursuant to Article XII, Section 1 for employees on temporary layoff or reduced hours.

8/1/4 ~~Unless otherwise provided fourteen (14) days written notice of layoff under 8/2/2/C., of this Article,~~ The Employer will notify employees in writing as soon as administratively feasible after the Employer has determined that the employees are at risk of layoff. A copy of the at risk notification will be forwarded to the Union.

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. In addition, the Employer may exempt employees as necessary to comply with Federal or State laws. 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. Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked. 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 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. An employee who is separated under this type of voluntary termination agreement is granted all rights and privileges of a laid off employee including restoration rights, reinstatement privileges and other such benefits as may be granted to laid off employees. An employee granted voluntary termination in lieu of layoff of another employee is not granted privileges associated with options available to employees in lieu of layoff as provided under Section 3 of this Article.

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

8/3/1 Within ~~five (5)~~ seven (7) calendar days of notification of layoff, the employee shall elect to demote in lieu of layoff, bump, ~~request a voluntary demotion,~~ request a transfer, or be separated in accordance with the layoff notice.

A. Transfer Within the Agency in Lieu of Layoff

Employees in the layoff group shall have the following transfer in lieu of layoff options rights in direct order of seniority, with the most senior employee considered first:

1. Transfer within their employing unit within the bargaining unit: The employee shall have the right to transfer to any vacancy in the same or counterpart 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, unless he/she is ~~not physically or emotionally fit for the position or~~ cannot perform the work in a satisfactory manner. Upon transfer in lieu of layoff within the employing unit, the employee shall not be required to serve a probationary period but may be required to complete any probationary period in progress.

2. Transfer within the same agency within the bargaining unit: 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 emotionally fit for the position or~~ cannot perform the work in a satisfactory manner. Upon transfer in lieu of layoff within the agency, the employee shall not be required to serve a probationary period but may be required to complete any probationary period in progress.

3. ~~Transfer between agencies: Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency.~~ Transfer within the same agency within the bargaining unit: The employee shall have the right to transfer to any vacancy in a classification at the same or counterpart pay range where the employee is qualified to perform the work after customary orientation and training provided to newly hired workers unless he/she cannot perform the work in a satisfactory manner. The employer may place the employee on permissive probation if the employee has never obtained permanent status in class in the classification of the vacancy. If the employee is terminated on probation for performance reasons, the employee shall be treated as if he/she has received a new layoff notice from his/her former position and shall then be granted all rights and privileges provided to employees who have received a layoff notice under this Section.

B. Demotion in Lieu of Layoff

The employee shall have the following demotion in lieu of layoff rights in direct order of seniority, with the most senior employee considered first.

1. Demotion within his/her employing unit within the bargaining unit in lieu of layoff: The ~~employee~~Within their employing unit within the bargaining unit, the employee may accept demotion shall have the right to demote to a vacant position in lieu of layoff to a lower classification in the same series or to a lower classification ~~and~~ in which the employee had previously obtained permanent status. Upon demotion in lieu of layoff, the employee shall ~~be granted permanent status in the classification to which he/she demoted~~ not be required to serve a new probationary period but may be required to complete any probationary period in progress.

2. Demotion within his/her agency within the bargaining unit in lieu of layoff: Within his/her agency, the employee shall have a right to demote to a vacant position in lieu of layoff to a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status. Upon demotion in lieu of layoff, the employee shall not be required to serve a new probationary period but may be required to complete any probationary period in progress.

3. Demotion within his/her agency within the bargaining unit in lieu of layoff: Within his/her agency, the employee shall have the right to demote to a vacant position in lieu of layoff to a lower classification where the employee is qualified to perform the work after customary orientation and training provided to newly hired workers unless he/she cannot perform the work in a satisfactory manner. The Employer may place the employee on permissive probation if the employee has never obtained permanent status in class in the classification of the vacancy. If the employee is terminated on probation for performance reasons, the employee shall be treated as if he/she has received a new layoff notice from his/her former position and shall then be granted all rights and privileges provided to employees who have received a layoff notice under this Section.

C. Bumping

The employee shall have the following bumping in lieu of layoff rights in direct order of seniority, with the most senior employee considered first:

1. Bumping within the employing unit within the bargaining unit in lieu of layoff: Within the employing unit ~~within the bargaining unit, any employee who is in the bargaining unit or any employee who is promoted out of the bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect~~shall have a right to bump downward in lieu of layoff to a lower class in the same classification series or bump to a class within the employing unit in which the employee had

previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position occupied at the time of notification of layoff. The employee shall not be required to serve a probationary period unless it is to complete a probationary period in a classification in which the employee has never obtained permanent status in class.

2. An employee bumping under C./1., above, shall be ~~appointed to any permanent vacancy in that lower class. In the event no permanent vacancy exists in that same or lower class, the employee shall be~~ included with those employees occupying a position in that class and the layoff procedure set forth in Section 2 of this Article shall apply.

~~3. Upon completion of bumping, the employee shall be granted permanent status in the classification to which he/she bumped.~~

~~D. Voluntary Demotion~~

~~For purposes of this Article, Voluntary Demotion is the movement of an employee to a vacant permanent position in a class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote, consistent with the provisions of the Wisconsin Administrative Code, to a vacant position for which he/she is qualified. 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.~~

D. Transfer to Another Agency In Lieu of Layoff

If an appointment in lieu of layoff under A, B, or C above is not available, the employee shall have the following transfer in lieu of layoff rights.

Prior to filling a bargaining unit vacancy with an individual other than a current state employee, the Employer agrees to the following:

The employee shall have the right to transfer to a vacant position in another agency 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 date indicated in the posting on WISCERS.
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 unless he/she cannot perform the work in a satisfactory manner.
4. The employee is not currently on a concentrated performance evaluation program.

Employees transferring to another agency 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 from which he/she transferred in lieu of layoff.

The closing date for filling a vacant position under WISCERS shall be not less than eight (8) days after electronic publication.

E. Separation

If an employee has been notified of layoff and has not chosen to or been able to retain employment utilizing the opportunities of A., B., C., and D., above, he/she shall be separated in accordance with the layoff notice.

8/3/2 A. An employee who transfers in lieu of layoff, demotes in lieu of layoff or bumps in lieu of layoff to the highest level position available shall ~~retain~~receive not less than his/her current rate of pay. The rate of pay of an employee who transfers or demotes under any other circumstances shall be no greater than the pay range maximum of the new position.

~~B. An employee who bumps shall receive his/her current rate of pay.~~

Section 4 Restoration

8/4/1 A. When a permanent vacancy is to be filled in an employing unit within a classification from which an employee was laid off, bumped or demoted in lieu of layoff, the employee shall be restored according to seniority, with the most senior employee restored first, unless the employee does not possess the qualifications

to perform the duties of the position. The employee's right to such restoration shall last for a period of five (5) years from the date of layoff.

B. The employee who is laid off may file a request during a five (5) year period from the date of layoff within the agency ~~or university~~ for which he/she worked to fill a vacancy in the classification(s) from which the employee was laid off or could have bumped within any employing unit within that agency ~~or university~~ other than that from which he/she was laid off. 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 or cannot~~ perform the work in a satisfactory manner, providing that no other employee has restoration rights to such a vacancy under Section 8/4/1A.

C. 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 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 8/4/1A. to such vacancy. This paragraph will sunset on June 30, 2005 regardless of contract extension, unless both parties mutually agree to extend.

~~C~~D. Should an employee not be restored under Section 8/4/1A above, the affected employee will be notified in writing for the reasons why he/she was not restored for the position.

8/4/2 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~~ provide notice to employees of a restoration opportunity, 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 of the date of the provided notice, the employee shall forfeit any further restoration rights for the vacancy being considered.

8/4/3 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 after the acceptance shall forfeit any further restoration rights. The Employer may extend the preceding time limits under 8/4/2 and 8/4/3.

8/4/4 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.

8/4/5 The base pay of an employee who is restored shall be not less than 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.

8/4/6 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 demotion in lieu of layoff.

Section 5 Reinstatement

8/5/1 An employee who is laid off may file a request for employment, within five (5) years from the date of layoff, with the department for which he/she worked or with any other department 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 recall or reinstatement 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 hourly pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off, unless at least ninety (90) percent of 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 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, demoting in lieu of layoff or bumping as a result of a layoff or is transferring, 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.

8/7/2 When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy in the same employing unit within the same agency as a result of receiving an at risk notice under 8/2/1, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, 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) days advance notice of any change in employing unit structure that will result in layoff. The Union shall have the opportunity to discuss these changes with the Administrator of the Division of Merit Recruitment and Selection.

Section 9 Definition of Permanent Vacancy

8/9/1 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, promotion, demotion, resignation, or retirement.

Section 10 Layoff Assistance

8/10/1 ~~With the approval of the Appointing Authority, a~~ 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 - Options Available to Employees Who Have Been Notified of Layoff 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.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations.

8/10/2 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff may be granted any of the layoff assistance options in 8/10/1 above. Any time granted under this provision does not diminish any time or benefit provided under 8/10/1 above.

Section 11 Layoff Benefits

8/11/1 When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the State within five (5) years. However, upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under 12/4/3, shall, at the time of permanent layoff, be converted

to cash credits at the employee's current highest base pay rate while in state service for credits to be used to pay the total health insurance premium during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's unavailability, including the acceptance of any other employment, whichever comes first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1) Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.