

ARTICLE VIII

Layoff Procedure

Section 1 - Application for Layoff

8/1/1 The Union recognizes the right of the Employer to layoff, in accordance with provisions of this Article, or to reduce the hours of employment. In accordance with the procedures set forth in this Article, such procedures, however, shall not apply to temporary layoff of less than twenty (20) consecutive calendar days, and/or seasonal layoff of seasonal employees.

Section 2 - General Layoff Procedures

8/2/1 When a layoff occurs, the following general rules shall apply:

- A. Layoff shall be by employing unit within the bargaining unit.
- B. Layoff shall be by class as set forth in job specifications.
- C. Employees within the layoff group shall be laid off by seniority with the least senior laid off first as defined in Article V, except that the Employer shall be permitted to exempt from the layoff process up to ten percent (10%) of the employees but not less than one (1) employee.
- D. Employees with permanent status in class shall not be laid off while any limited term employees in the same classification, or original appointment employees serving a probationary period in the same classification, are continued in a bargaining unit position within the employing unit.

Section 3 - Notice of Layoff

8/3/1 In the event the Employer becomes aware of an impending reduction in work force, they will notify the Union as soon as practicable.

Section 4 - Employee Counseling

8/4/1 Upon request, employees notified of layoff shall be counseled on their rights and benefits by management in the presence of his or her business representative, if requested.

Section 5 - Reduction in Hours

8/5/1 In the event management determines to reduce work hours in lieu of layoff, it may, at its option, reduce the weekly scheduled hours of all employees by class within an employing unit to not less than thirty two (32) hours per week for a period not to exceed four (4) weeks in one (1) calendar year and such reduction shall not be considered a layoff. If management determines, at its option, to reduce the weekly hours of a part of the employees within the same class within an employing unit, the layoff procedure will be followed in determining which employees shall work the reduced hours.

Section 6 - Bumping

8/6/1 Any shop supervisor or craftworker supervisor promoted out of a craft position or Lead Craftworker, may, upon notice of layoff and within five (5) calendar days thereafter, elect to bump downward to a classification within the Craft bargaining unit for which they are capable of performing, as determined by the Employer, in a class within the employing unit in which they had previously obtained permanent status in the classified service.

Section 7 - Recall

8/7/1 When a permanent vacancy occurs in an employing unit from which an employee was laid off, the employee shall be recalled according to the inverse order of layoff as provided in this Article for a five (5) year period from the date of layoff.

8/7/2 Employees are responsible for keeping the Employer notified of their current address and phone numbers. The Employer will make a reasonable effort to notify employees being considered for recall by certified mail and telephone. If unable to contact such employees within five (5) workdays, such employees shall forfeit any further recall rights for the vacancy being considered.

8/7/3 A laid off employee who fails to respond to the offer of recall within ten (10) workdays or who fails to be available for work within ten (10) workdays after the acceptance shall forfeit any further recall rights.

Section 8 - Reinstatement

8/8/1 The Craft unit employee who is laid off may file a request for employment with any employing unit in state service. Upon approval of that employing unit, and within the five (5) year period from the date of layoff as provided in this Article, such employee may be appointed to any vacancy in the same class or any similar class for which he/she might meet the necessary qualifications.

Section 9 - Transfer in Lieu of Layoff

8/9/1 A. Within the Department - Bargaining unit employees with permanent status in a class may transfer in lieu of layoff to a vacant position within the bargaining unit, within the same department, in his or her current classification.

B. Between Departments - The employee who is to be laid off may file a request for transfer to any department in state service. Upon approval of that department, such employee may be appointed to any vacancy in the same class or any similar class for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off.

ARTICLE IX

Hours of Work

9/1/1 Work schedules are defined as an employee's assigned hours of the day, days of the week, and days off.

9/1/2 The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units; however, the Employer will attempt to keep such work schedule changes to a minimum. Insofar as possible, a minimum of three (3) calendar days notice will be provided to employees whose regular schedules are changed under this article.

ARTICLE X

Health and Safety

Section 1 - General

10/1/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer further agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices and for properly using and caring for tools and equipment furnished by the Employer.

Section 2 - Applicable Statutory Provisions

10/2/1 A. Public Employee Safety and Health

Employees under the Agreement shall be covered by s. 101.055, Wis. Stats., relating to public employee occupational safety and health.

B. Toxic Substances, Infectious Agents, and Pesticides (Employees Right to Know Law)

Employees under this Agreement shall be covered by ss. 101.58 - 101.599, Wis. Stats., the statutory provisions which currently apply to the location and/or use of toxic substances, infectious agents, and pesticides in the workplace. Details are provided in the law on the following major program components:

1. The types of information which employers must provide to employees.
2. The right of employees to refuse to work prior to the receipt of requested information.
3. The responsibility of the Employer to provide education and training to employees.
4. The complaint resolution procedure to be used by employees who have been denied their rights.

10/2/2 Employee complaints under this Section shall be restricted to the remedies available under state statutes and shall not be subject to the grievance procedure (Article IV) of this Agreement.

Section 3 - Protective Clothing and Equipment

10/3/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce.

10/3/2 In addition, when the Employer becomes aware that employees may be exposed, as a result of the employee's assigned duties, to substances that may be hazardous to the employee's health, the Employer shall notify affected employees and the appropriate Union Representative(s) as defined in 4/1/3. In these instances, the Employer shall immediately take those steps it deems appropriate to provide affected employees with necessary protective clothing and equipment.

10/3/3 The employer shall furnish protective foul weather gear when weather conditions are extreme.

Section 4 - Foot Protection

10/4/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of fifteen dollars (\$15.00) per year payable as an expense check the first pay period of the calendar year. If an authorized medical certificate is presented, an employee shall be excused from wearing safety shoes.

Section 5 - Eye Examination

10/5/1 If an eye examination for safety glasses is necessary, the Employer will pay the entire cost of one examination during the life of this Agreement.

Section 6 - Transportation of Tools

10/6/1 The Employer agrees to provide transportation for all necessary tools, equipment, material and supplies which cannot reasonably or safely be transported by hand.

ARTICLE XI

No Strike or Lockout

11/1/1 Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

A. The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown, or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;

2. Canceling the civil service status of any employee engaging therein;

3. a. Seeking an injunction and/or requesting the imposition of fines, either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

b. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

B. The Employer agrees that neither its, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

ARTICLE XII

General

Section 1 - Obligation to Bargain

12/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator, Division of Personnel and the Personnel Board relating to any of the subjects of collective bargaining contained herein, when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 - Retroactivity

12/2/1 No provision of this contract shall be retroactive unless so specifically stated.

Section 3 - Partial Invalidity

12/3/1 Should any party to this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 4 - Definition of Probationary Employee

12/4/1 The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent and seasonal positions in the classified service shall be for a probationary period of six (6) months, except as specifically provided in s. 230.28, Wis. Stats., and Wis. Administrative Code, ER Pers 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized. The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

Section 5 - Work Rules

12/5/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of the Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. For purposes of this Agreement, work rules are defined as and limited to:

"Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

12/5/2 Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

Section 6 - Contracting Out

12/6/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a written notification to and discussion with the Union in advance of the implementation. In the event a position is to be abolished as a result of contracting or subcontracting, the Employer will hold advance discussions with the Union prior to letting the contract. The Union will be advised of the nature and scope of work to be performed.

12/6/2 If requested by the union, the Employer agrees to meet and discuss issues of contracting out.

ARTICLE XIII

Termination of Agreement

13/1/1 Except as otherwise provided herein the terms and conditions of this Agreement shall continue in full force and effect commencing on ~~May 17, 2003~~ _____ and terminating on June 30, ~~2003~~2005, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

Negotiations of Future Agreements

13/1/2 In the negotiations of a future Agreement, the parties agree that the Union will submit and explain its demands to the Employer on or before March 1, ~~2003~~2005, and the Employer will submit and explain its demands to the Union on or before March 15, ~~2003~~2005.

NEGOTIATING NOTE #1
20013-20035 AGREEMENT

The parties agree that pay increases or decreases which occur between July 1, ~~2001~~2003, and the effective date of this Agreement shall be made retroactive to the day of change in the area prevailing rate for employees who are in the bargaining unit on the effective date of the Agreement.

NEGOTIATING NOTE #2 (For Information Purposes)
20013-20035 AGREEMENT

REDUCTION FORMULA CALCULATION

[with two (2) week vacation option]

Effective ~~July 1, 2001~~ July 1, 2003

- A. ~~9.30%~~ 9.80% Retirement
4.14% 3.83% Vacation
~~3.74%~~ 3.83% Sick Leave
3.45% 3.45% Holidays
0.11% 0.12% Life Insurance
~~20.74%~~ 21.03% Total Percent Benefits Are of Payroll
- B. 100.00% "Direct" Compensation
~~20.74%~~ 21.03% Benefit Percent of Payroll
~~120.74%~~ 121.03% "Total Compensation" Percent
- C. ~~17.20%~~ 17.4% Percent Benefits are of "total" compensation
(Benefit percent/total compensation percent)
- D. ~~82.80%~~ 82.6% Adjusted State Prevailing Rate Percent of Gross Area
Prevailing Rate (100% less C)

REDUCTION FORMULA CALCULATION

(With three (3) week vacation option)

Effective ~~July 1, 2001~~ July 1, 2003

- A. ~~9.30%~~ 9.80% Retirement
~~6.06%~~ 5.75% Vacation
~~3.74%~~ 3.83% Sick Leave
~~3.45%~~ 3.45% Holidays
~~0.11%~~ 0.12% Life Insurance
~~22.65%~~ 22.95% Total Percent Benefits Are of Payroll
- B. 100.00% "Direct" Compensation
~~22.65%~~ 22.95% Benefit Percent of Payroll
~~122.65%~~ 122.95% "Total Compensation" Percent
- C. ~~18.50%~~ 18.7% Percent Benefits are of "total" compensation
(Benefit percent/total compensation percent)
- D. ~~81.50%~~ 81.3% Adjusted State Prevailing Rate Percent of Gross Area
Prevailing Rate (100% less C)

REDUCTION FORMULA CALCULATION

(With four (4) week vacation option)

Effective ~~July 1, 2001~~ July 1, 2003

- A. ~~9.30%~~ 9.8% Retirement
~~6.35%~~ 7.66% Vacation
~~3.74%~~ 3.83% Sick Leave
~~3.45%~~ 3.45% Holidays
~~0.11%~~ .12% Life Insurance
~~22.95%~~ 24.87% Total Percent Benefits Are of Payroll
- B. 100.00% "Direct" Compensation
~~22.95%~~ 24.87% Benefit Percent of Payroll
~~122.95%~~ 124.87% "Total Compensation" Percent
- C. ~~18.70%~~ 19.9% Percent Benefits are of "total" compensation
(Benefit percent/total compensation percent)
- D. ~~81.30%~~ 80.1% Adjusted State Prevailing Rate Percent of Gross Area
Prevailing Rate (100% less C)

NEGOTIATING NOTE #3
20013-20035 AGREEMENT

Parking/Public Transit Account

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

MEMORANDUM OF UNDERSTANDING NO. 1

20013-20035 AGREEMENT

The Employer agrees that employees covered by this Agreement will have the opportunity to elect coverage under any dental plan provided by the Employer to other bargaining units during the term of this Agreement. Employees electing coverage shall pay all plan premiums. The effective date, election period, and other terms of coverage will be determined at the time the dental plan is first made available to any other bargaining unit, and will be the same as terms applying to those units.

MEMORANDUM OF UNDERSTANDING NO. 2

2003-2005 AGREEMENT

During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:

1) DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.

2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to the each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances

prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.

3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a justification of need for contracted services that includes a statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project, or limited term employees.

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

Letter on Filling Vacancies

November 7, 2003

Lyle Balistreri, President

Milwaukee Building Trades Council

5941 W. Blue Mound Road

Milwaukee, WI 53213

Dear Mr. Balistreri:

During bargaining sessions for the successor 2003-2005 negotiated agreement for the State Building Trades Bargaining Unit, you expressed concerns on the notification process for filling vacancies. This included your concern that current state employees interested in a transfer may be unaware of Trade vacancies such that an outside person may be appointed without the hiring supervisor being aware of that employee's transfer interest.

Providing adequate and timely notice to potential applicants has been a concern of ours and one of the primary reasons for development and implementation of WiscJobs, an electronic vacancy notice system which is updated daily on new vacancies. You need to have access to a computer with internet capabilities to use WiscJobs. This new system also keeps the job posted until the closing date. Older paper systems took time to distribute and only posted the job once so that if you missed that specific notice, you may not be aware of a vacancy even though the position is still available for receipt of applications.

Many libraries and job service offices provide access to WiscJobs and a growing number of State Human Resource Offices located throughout the state are providing access to a computer for WiscJobs job searches. I do recognize that not all state employees have easy access to a computer. For those members of the Trades

bargaining unit interested in quick searches of Trade vacancies using WiscJobs or with help from another person, the process is very easy. The instructions are attached to this letter.

Sincerely,

Karen E. Timberlake

Director

Attachment

Instructions for Using WiscJobs to find vacancies in the Trades bargaining unit

On a personal computer logged into the inter-net:

1. At the address line, type in www.oser.state.wi.us to reach the Office of State Employment Relations web site.
2. Click on the “Jobs” button.
3. On the Jobs page, click on “[WiscJobs – State of Wisconsin Job Opportunities](#)”
4. On the WiscJobs page, there are several job search options.

The “Transfer” selection option will generate a list all transfer opportunities available to current state employees. There are typically few announcements in this category.

The “Advanced Search” selection option will allow the employee to search for all vacancies for Trades positions that are currently open and available for application. To use this option, select “Advance Search” and scroll to the bottom of the selection options. At the bottom of the page, a drop down box allows the viewer to select the “Bargaining Unit”. To generate a list of all announced open Trades vacancies, the viewer would select “04-Building Trades” and push the “Submit” button. This will list all current Trade vacancies and tell the viewer how to apply.

If the employee does not have access to a computer:

If the employee does not have access to a computer, he or she could call the Division of Merit Recruitment and Selection, Employment Services Center at (608) 266-1731. The caller should option out of the recorded messages to talk to an Employment Services Representative who can help the caller by searching for Trades vacancies on WiscJobs. Employment Services Center staff are available during normal working hours, 7:45 to 4:30, Monday through Friday, exclusive of holidays.

Letter

November 7, 2003

Lyle Balistreri, President

Milwaukee Building Trades Council

5941 W. Blue Mound Road

Milwaukee, WI 53213

Dear Mr. Balistreri:

During bargaining sessions for the successor 2003-2005 negotiated agreement for the State Building Trades Bargaining Unit, you expressed concerns on the importance of the appropriate use of the state's classification system. Specifically, you expressed concerns that some agencies or campuses were creating jobs where the majority of work assignments would be considered skilled trades work yet the position was assigned to a classification included in the Blue Collar and Non-building Trades Bargaining Unit as a way to save money. Your concern is that this is not only an abuse of the state's classification system but also in violation of the state labor laws in that it undermines the trade union's ability to represent those employees performing skilled trades work..

As Director of the State Office of Employment Relations, my responsibilities include the developing, implementing and monitoring the state's classification system. As provided in s230.09 (2), Wis. Stats., this includes allocating each position in the classified service to an appropriate class on the basis on its duties, responsibilities and authorities. I will ask my staff to be especially mindful of classification activity in the skilled trades area, especially where there may be some overlap between skilled or semi-skilled work. Jobs which spend the majority of time performing skilled trade work should be assigned to trade classification. To do otherwise is wrong and if we find that it has been done, we will take action to correct the misclassification.

As part of the work plan for classification studies this coming biennium, the staff of our Occupational Analysis Unit will be reviewing a variety of semi-skilled blue collar work to update classification specifications for this occupational group. This study will update classification specifications for a number of blue collar jobs such that agencies and campuses should be better able to distinguish between skilled trade and semi-skilled blue collar work.

Sincerely,

Karen E. Timberlake

Director

BARGAINING TEAMS

Management Bargaining Team

Karen E. Timberlake, Secretary/Director
Department/Office of State Employment Relations

Bert St. Louis, Chief Spokesperson
Bureau of ~~Collective Bargaining~~ Labor Relations

Mike Soehner, Deputy Spokesperson
Bureau of ~~Collective Bargaining~~ Labor Relations

Owen Bradley
University of Wisconsin System

Jason Jankoski
University of Wisconsin – Madison

Mike Scullion
Department of Administration

John Vincent
Bureau of Compensation

Doug Thayer
Bureau of Compensation

Tim Borchert
Bureau of Classification

Union Bargaining Team

Lyle Balistreri, President
Milwaukee Building Trades Council

Samuel Purdy, Business Representative
IBEW Local 494, Milwaukee

Larry Green
Cross Plains

Stuart Kamin, Business Representative
Glaziers Union, Madison

Patrick McEvelly
Madison

Jack Ellinger, Business Manager
Plumbers Union, Local 167, Madison

Kelvin Nord, Business Manager
Elevator Constructors, Local 15, New Berlin

Francis Faber, Business Manager
Steamfitters Union, Local 394, Madison

Timothy Coughlin
Carpenters 314, Madison

Bill Moyer, Business Manager
Painters Union, Local 802, Madison

Jeff Leckwee, Field Staff Representative
BAC District Council, Madison

Lawrence Gradel

Avoca

Billy Harrelson, Business Manager

IBEW Local 159, Madison

John Jorgensen, Business Manager

Painters Union, Local 781, New Berlin

Frank Hicks

Oconomowoc

Thomas Banish

Carpenters Regional Council, Madison

Greg Hunt, Business Representative

Heat & Frost Insulators 19, Milwaukee

Mike Kelly

Kaukauna