



State of Wisconsin

LEGISLATIVE REFERENCE BUREAU


RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**


Date Added To File: 05/20/2004 (Per: RAC)



Appendix To: **LRB 03-3694/1** **2003 SB-565**

(Part 04 of 11)

 The attached 2003 draft was incorporated into the new 2003 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2003 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

 This cover sheet was added to rear of the original 2003 drafting file. The drafting file was then returned, intact, to its folder and filed.

2. The cases presented to the arbitrator will consist of campus, local institution, or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations mutually agreed to.

3. Cases will be given an initial joint screening by representatives of the State Bureau of ~~Collective Bargaining~~ Labor Relations and the WSEU, Council 24. 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. The arbitrator will normally hear at least eight (8) cases at each session unless mutually agreed otherwise. Whenever possible, the cases will be grouped by campus, institution and/or geographic area and heard in that area. 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 his/her steward, plus a department representative and the 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 on the form provided. 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.

SECTION 13: Concentrated Performance Evaluation

4/13/1 (BC, PSS, LE, SPS) Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or 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 to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/13/1A (AS, T) Employees will be placed on a concentrated performance evaluation program (for example, Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPDP, Final Performance Improvement Plan/FPIP, 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 or 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, a representative of the local 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 to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/13/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of a possible termination or other disciplinary action, a designated grievance representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the grievance representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

4/13/3 (AS) Evaluations that occur more than once per year may be used as documentation of the reasons for beginning a concentrated performance evaluation program. Such evaluations shall be corrective in nature and shall not result in discipline without just cause. The parties agree that this paragraph does not change the grievability of performance evaluations under this Section.

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 as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/1/2 The Employer shall notify the Union as soon as the Employer becomes aware of formal consideration being given to state assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise by Executive Order, or aware of any legislative hearings scheduled to discuss such state assumptions of functions.

5/1/3 (SPS, LE) Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except 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.

5/1/4 (BC, AS, T, PSS) Where within five (5) years of resignation or discharge an employee is rehired, 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 separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

5/1/5 In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the older employee considered having the greater seniority.

5/1/6 (State Patrol Troopers and Inspectors Only) In the event two employees have the same seniority date, seniority of the one against the other shall be determined by first academy class ranking with the person having the higher ranking considered to have greater seniority.

SECTION 2: Seniority Information

5/2/1 The Employer agrees to provide all local unions with two seniority lists. One list shall be by local union, employing unit, classification, and employee name by seniority with date of birth and mailing address. The second list shall be by local union, employing unit, classification, and employee name by alphabetical listing with date of birth and mailing address. These lists shall be provided on a semi-annual basis. Employees shall have thirty (30) calendar days from the date the list is provided to the local Union officer to correct errors except that in cases of layoff the time available for correction of errors shall be the life of the list.

ARTICLE VI

HOURS OF WORK

SECTION 1: Standard

6/1/1 (PSS) The standard basis of employment is forty (40) hours in a regularly reoccurring period of 168 hours in the form of seven (7) consecutive 24 hour periods.

SECTION 2: Scheduling

6/2/1 Work Schedules

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations.

6/2/2 In those departments where work schedules are fixed or posted, fixed work schedules shall be defined as set and recurring without the need to be posted, and posted work schedules shall be defined as set for a specific period of time, established by the department, and communicated to employees. Changes in such work schedules shall be made only to meet the operational needs of the service, which, if requested, shall be explained and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days notice will be provided to the local Union and to employees affected by a change in such work schedule. Work schedules will not be changed to avoid the payment of overtime. However, with management approval, employees may voluntarily agree to changes in work schedules. When the duration of such schedule change exceeds two (2) weeks, the Union will be notified. The Union shall have the right to file a grievance in accordance with Article IV commencing at Step One if it feels a work schedule change has been made arbitrarily.

6/2/2A (PSS) Probation and Parole Agents will be permitted to work flexible schedules with supervisory approval. Changes in work schedules initiated by the employee for non-emergency reasons will not result in overtime.

6/2/3 (BC, AS, SPS, T, LE) This section shall be amended in accordance with agreements reached pursuant to the provisions of Article XI, Section 2.

6/2/4 (BC, AS, SPS, T, LE) Scheduling of Overtime

Whenever scheduled overtime work is required, the Employer will whenever practicable, assign such scheduled overtime work by seniority on a rotating basis unless mutually agreed otherwise among those included employees in that classification assigned to the work unit who normally perform the work involved.

6/2/4A Scheduling of extra hours, whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employees in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

6/2/5 (BC, AS, SPS, T, LE) In the overtime assignment process, employees shall be permitted to decline scheduled overtime work, however, the Employer shall have the right to require the performance of overtime work. When all employees in the work unit who normally perform the work involved decline an opportunity for scheduled overtime, the Employer shall require the performance of scheduled overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority.

6/2/6 (BC, AS, SPS, T, LE) Employees who do not want to accept scheduled overtime work on an ongoing basis may file a written waiver on a quarterly basis. Such waiver shall indicate that the Employer is relieved from the requirement to offer scheduled overtime work to the employee for the period covered in the waiver. The waiver in no way affects the ability of the Employer to require the employee signing the waiver to perform scheduled overtime work as provided in this section.

6/2/7 (BC, AS, SPS, T, LE) Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary twenty four (24) hours or more in advance of the overtime work.

6/2/7A (BC, AS, SPS, T, LE) Unscheduled overtime work is defined as any overtime work for which the need is known less than twenty four (24) hours in advance of the work.

6/2/7B (SPS, T) Institution/hospital based patient/resident/inmate direct care employees notified while on duty that they are being required to work an additional consecutive shift, will be guaranteed a minimum of two (2) additional hours of work with pay. With the agreement of the employee and the Employer, such employees may be released from duty in less than two (2) hours, but, in such instances, be paid only for the actual time worked.

6/2/8 (BC, AS, SPS, T, LE) The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one (1) hour of their paid leave (excluding sick leave), unpaid leave or to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

6/2/9 Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

6/2/10 Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hrs. total, unless mutually agreed to otherwise pursuant to Article 11/2/8.

6/2/11 Employees serving a suspension without pay will not be excluded from the opportunity to work additional hours on days during the work week other than the specified days of suspension.

SECTION 3: Overtime

6/3/1 (BC, AS, SPS, T, LE) Definitions

A. Overtime -- Time that an employee works in excess of forty (40) hours per workweek.

B. Workweek -- A regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods.

C. Work Time --

1. All hours actually spent performing duties on the assigned job.

2. Travel time required by the Employer:

a. Travel between job sites before, during or after the regular workday.

(BC, SPS, T, LE) b. Travel from a designated meeting place, to receive instructions or to pick up tools, to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

(AS) c. Travel from a designated meeting place, to receive instructions or to pick up or deliver tools, materials, equipment or supplies to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

d. The time spent in traveling from an employee's place of residence to and from a work site is not considered work time except in those instances where an employee is required by the Employer to travel in excess of eighteen (18) miles one way, measured from the employee's home work station or place of residence whichever is closer. In those instances, the miles in excess of eighteen (18) will be considered work time.

3. Rest Periods - Taken in accordance with Section 10 of this Article.
4. Wash up time - Taken in accordance with Section 11 of this Article.
5. Meal Periods -
 - a. Period less than thirty (30) minutes.
 - b. Where an employee is not relieved of his/her post, station or duty.

6/3/2 (BC, SPS, T, LE) Eligibility for Overtime Credit

The Employer agrees to compensate employees 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 in pay status which are in excess of forty (40) hours per workweek under the following conditions:

A. (BC) All employees except fire control employees who shall receive overtime compensation at the regular rate.

B. (T) All employees in positions which are currently receiving the premium rate will continue.

C. (SPS) All employees in positions which are currently receiving the premium rate will continue. Employees in the Department of Corrections, Wisconsin Correctional Center System, who are regularly scheduled to work forty (40) hours per week shall be compensated at the premium rate for all hours worked in excess of forty (40) hours per week.

D. (BC, SPS, T, LE) Riot Duty -- Providing specific funds have been allocated for this purpose, law enforcement personnel called in for riot duty shall receive 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 workweek. If the Employer is unable to meet the requirements of this section due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

E. (BC, SPS, T) A statewide labor-management meeting will be convened within sixty (60) days after the effective date of the Agreement to attempt to reach a satisfactory solution to the problem of premium rate for overtime work for employees who are presently exempt from the premium rate. If no agreement is reached, either party may appeal the matter to arbitration pursuant to the procedures in Article IV, Section 2, Step 3 except that the decision of the arbitrator shall be advisory.

6/3/2 F. (PSS) All employees in positions which are currently receiving the premium rate will continue.

6/3/3 (AS) The Employer agrees to compensate employees 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 in pay status which are in excess of forty (40) hours per week.

6/3/4 (PSS) 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 in pay status which are in excess of forty (40) hours per week.

6/3/5 (PSS) Employees identified as FLSA exempt shall earn compensatory credit on an hour-for-hour basis at the straight time rate for all hours worked over forty (40) hours in a workweek, provided that the extra hours were directed and approved by the employee's supervisor. Compensation for those credits shall be in compensatory time or cash at a straight time rate, or combination thereof, as the Employer may elect.

6/3/6 The Employer agrees to compensate employees identified as FLSA non-exempt for all time directed to work in excess of sixteen (16) consecutive hours at the rate of two (2) times the employees regular rate of pay. This provision does not apply to Fire Crash Rescue Specialists in the Department of Military Affairs and Security Officers 1, 2, 3 and 4 at the Wisconsin Veterans Home-King, Department of Veterans Affairs.

The Employer agrees to compensate employees classified as Security Officers 1, 2, 3, and 4 (Fire Watch staff) at the Wisconsin Veterans Home-King, Department of Veterans Affairs, identified as FLSA non-exempt for all time directed to work in excess of eighteen (18) consecutive hours at the rate of two (2) times the employees regular rate of pay.

6/3/67 Overtime Compensation

A. Compensatory Time

1. Regular Rate - The amount of compensatory time earned shall equal the amount of actual hours worked in excess of forty (40) hours per workweek.

2. Premium Rate - The amount of compensatory time earned shall be one and one-half (1 ½) times the amount of actual hours worked in excess of forty (40) hours per workweek.

B. Cash Payment

1. Regular Rate -- The employee's rate per hour including any applicable supplemental pay.

2. Premium Rate -- One and one-half (1 ½) times the employee's regular rate.

6/3/78 Pyramiding

Payment of overtime at a premium rate shall be paid in addition to the premium rate paid for holiday work incurred during the same workweek.

SECTION 4: Compensatory Time

6/4/1 Scheduling of Compensatory Time

Non-FLSA compensatory time earned by an employee shall be used prior to layoff or January 1, whichever comes first. When compensatory time credits have been earned by an employee for overtime work or work on a holiday, this accrued time shall be used prior to seasonal layoff or January 1, whichever comes first. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the employee may carry such credits into the first four months of the new calendar year. Compensatory time

not used in those first four (4) months will be converted to cash payment on May 1st of that year. The Employer will accommodate employee requests for compensatory time usage unless such requests will unduly disrupt operations, however, accrued compensatory time in excess of sixty (60) hours may be scheduled at the convenience of the Employer. For those employees classified as State Patrol Trooper and State Patrol Inspector at the Department of Transportation, Division of State Patrol in which two separate banks of compensatory time (FLSA and non-FLSA) are kept, the sixty (60) hours noted above will apply to each bank separately. For Fruit and Vegetable Grading Service employees of the Department of Agriculture, Trade, and Consumer Protection only, accrued compensatory time credits may be carried over into the first six (6) months of the new calendar year. Any negotiating note(s) or local agreement(s), in effect on January 1, 2003, which provides a greater benefit to the employee will supersede this provision. For seasonal employees only, all accrued compensatory time shall be used at times and in amounts most desired by the employee, unless the use of such time is unduly disruptive of the agency's operation. New language in this provision is effective January 1, 2003.

6/4/2 (BC, AS, SPS, T, LE) Employees not covered by the Fair Labor Standards Act shall have the right to take earned compensatory time for overtime. At the Employer's discretion, the employee may be paid in cash for unused compensatory time credits. If cash is not paid the employee shall carry such time until May 1 of the following year. Unused compensatory time credits shall then be paid in cash at the employee's current hourly rate.

6/4/3 Where overtime reports exist or computerized reports can be produced without additional cost to the Employer, the Employer shall provide upon request of the Local Union President, a biweekly report of the overtime hours worked and which employees worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

SECTION 5: Scheduling of Compensatory Time Credits

6/5/1 (PSS) For employees identified as FLSA exempt, when compensatory time credits have been earned under the provisions of 6/3/6 above, such credits shall be scheduled and used prior to January 1 of the following year. Compensatory time credits will be scheduled by the employee with the approval of his/her supervisor. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the Employer shall permit the employee to carry such credits into the first four (4) months of the next calendar year. For employees who are not permitted to use such carryover compensatory time credits during the carryover period, such carryover compensatory time credits will be cashed out at the employee's current rate.

6/5/2 (PSS) For employees identified as FLSA exempt, accrued compensatory time may be scheduled at the convenience of the Employer. Compensatory time records will be maintained by the Employer.

SECTION 6: Access to Work Locations

6/6/1 (PSS) Employees will be provided access to their work location at least between the hours of 6:00 a.m. and 7:00 p.m. whenever possible.

SECTION 7: Travel

6/7/1 (PSS) Time spent in work related travel required by the Employer shall be considered work time.

SECTION 8: Meetings

6/8/1 (PSS) Time spent in Employer directed job related meetings shall be considered work time.

SECTION 9: Alternative Work Sites

6/9/1 (PSS) Employees may be permitted to work at alternate work sites with management's approval for working on specific assignments.

SECTION 10: Rest Periods

6/10/1 (BC, AS, SPS, T, LE) All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

6/10/2 (PSS) Recognizing the fact that employees covered by this contract are professional, reasonable rest periods will be taken at the employee's discretion that will not conflict with the fulfilling of the operational needs of the work unit.

SECTION 11: Wash-up Time

6/11/1 (BC, AS, SPS, T, LE, PSS) Employees shall receive reasonable and adequate personal wash-up time immediately prior to their meal break and immediately prior to the end of their shift. The Employer shall determine those positions which shall qualify for personal wash up time.

SECTION 12: Meal Periods

6/12/1 (BC, AS, SPS, T, LE) No employee shall be required to take more than one (1) hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

6/12/2 (PSS) No employee shall be required to take more than one (1) hour as a meal period. The Employer recognizes that, due to work requirements, an employee may not be able to take his/her lunch period during the scheduled time. In those instances, the employee shall be allowed an alternate lunch period.

SECTION 13: Call-Back Time

6/13/1 (BC, AS, SPS, T, LE) Employees called back for duty or called in on the employee's day off for non-scheduled duty will be guaranteed a minimum of two (2) hours pay of four (4) hours work with pay.

6/13/2 (BC, AS, SPS, T, LE) Work schedules will not be changed because of call back time in order to avoid overtime except where the call back consists of a full eight (8) hour shift.

6/13/3 (BC, AS, SPS, T, LE) Employees shall be called back in seniority order among those employees who normally perform that work within their classification, except in case of emergency.

6/13/4 (PSS) Institution based psychologists called back for duty will be credited with two (2) hours pay or compensatory time at the employee's regular rate of pay as the employee may elect.

SECTION 14: Court Appearances

6/14/1 (BC, SPS, T, LE) In those instances where a law enforcement officer is scheduled to appear in court on his/her off duty time and has been notified of cancellation of the court appearance less than twelve (12) hours prior to such appearance, the employee will be credited with three and one-half (3 ½) hours pay at the employee's regular rate of pay.

SECTION 15: Alternative Work Patterns

6/15/1 Alternative work patterns include flexible time, non-standard workweek employment, part time employment, job sharing and other patterns that may be developed between the parties.

6/15/2 Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. The determination of core hours is a subject of local negotiations pursuant to Article 11/2/8.

6/15/3 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 implementation of alternative work patterns in appropriate work environments. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

6/15/4 Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If a DOSER /WSEU statewide meeting to discuss alternative work patterns is scheduled, the Union shall be allowed two representatives for each bargaining unit without loss of pay. Nothing in this Section shall infringe upon management's ability to ensure adequate coverage for operational requirements.

6/15/5 Where not in conflict with the FLSA, agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a work schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay

period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

6/15/6 Permanent part-time employment means employment of a continuous, recurring nature that requires the service of an employee for six hundred (600) hours or more on an annual basis.

6/15/7 Job sharing means coordinated permanent or project part-time employment involving two (2) or more persons sharing the same duties and responsibilities of a full-time budgeted position.

6/15/8 (BC, T) Employees who are scheduled on a split shift will not be required to work less than two (2) consecutive hours.

SECTION 16: Telephone Related Conceptual Agreements

6/16/1 Probation and Parole Agents will not be required to publicly list or provide their home telephone numbers, except to the Employer. The Employer agrees to not release the employee's home telephone number to anyone other than law enforcement agencies for work related reasons.

6/16/2 Probation and Parole Agents who receive calls at home shall be credited thirty (30) minutes per call, with subsequent calls within the same thirty (30) minutes not resulting in additional credits.

ARTICLE VII

TRANSFERS

SECTION 0: Waiver

7/0/1 (BC, T, SPS, LE, PSS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

7/0/1A (AS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of: relieving hardship; Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

SECTION 1: Transfer Within Employing Units

7/1/1 When a permanent vacancy occurs in a permanent (part-time, full-time or seasonal) position in an employing unit or when the Employer becomes aware of an impending permanent position in an employing unit, unless mutually agreed to otherwise, the Employer shall notify the local Union indicating the classification, any special requirements (including training and experience), the shift, shift rotation (if any), work schedule and the work location, and the local Union shall notify the employees of the bargaining unit in the employing unit. Interested permanent employees assigned to the same or other shifts in the employing unit who are in the same classification and who have completed their probationary period in the classification of the vacancy shall indicate their desire for a transfer by notifying the Employer within five (5) calendar days of

notice to the employee or within seven (7) calendar days notice to the Union, whichever is greater. During the period while the selection process is being administered or for a maximum of six (6) months, whichever is less, the Employer may temporarily fill the vacancy to fulfill operational requirements. The employee selected to fill the permanent vacancy shall be the employee with the most seniority, unless he/she is not physically or emotionally fit for the job or cannot perform the work in a satisfactory manner. (For PSS – see Negotiating Note No. 71 also.)

7/1/1A (AS) In addition to employees identified in 7/1/1 above, employees in the employing unit who have been reallocated to a different classification as a result of a classification survey conducted or approved by the Department Office of State Employment Relations (DOSER), will be considered for transfer (or demotion if reallocated to a classification in a higher pay range), utilizing their seniority, to a position in the classification from which reallocated. Employees shall be able to exercise this transfer (or demotion) right once during the twelve (12) month period following the date of reallocation.

7/1/2 (PSS) In addition to the provisions of 7/1/1, when the Employer determines that a position in this bargaining unit is in an approved progression series and the agency determines the position may be filled at the same or different level in that series, the position may be posted at all appropriate levels within the progression series.

7/1/3 (AS) Prior to posting a permanent vacancy for transfer, the Employer will identify any necessary demonstrable special qualifications and will so note on the posting. In such a situation the employee selected shall be the most senior employee who has indicated interest in the vacancy and meets the necessary demonstrable special qualifications.

7/1/4 (BC) Randomly Ranked Classifications Transfers Within Employing Units. Employees in classes for which random ranking is used for certification purposes may apply for transfers announced under 7/1/1 to

classifications in the same pay range. This right is also extended to employees in positions classified as Laundry Worker 3. Consideration for such transfers will be given to persons within the employing unit only after the provisions of 7/1/1 are exhausted and in accordance with the following procedures. The vacancy shall be filled by transfer of an employee in another random ranked classification, or Laundry Worker 3 which is in the same pay range as the vacancy. The employee selected shall be from among the three (3) most senior applicants. The reason for the selection of an applicant other than the most senior shall not be arbitrary or capricious. The posting procedures and eligibility criteria of 7/1/1 shall apply; however, a single posting under both 7/1/1 and 7/1/4 may be conducted by the Employer so as to expedite the selection process. Following appointment, if within the first six (6) months the Employer determines the employee is not performing satisfactorily, the employee will be returned to his/her former position, or one of like nature, within the employing unit for which the employee is qualified. If no vacancy exists, the provisions of Article VIII (Layoff) shall apply.

7/1/5 At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

SECTION 2: Additional Procedures

7/2/1 When a permanent vacancy occurs or the Employer becomes aware of an impending permanent vacancy, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the vacancy.

7/2/1A It is in the best interests of the parties for employees to make informed decisions about their ability to perform or learn the essential functions of a position prior to accepting a contractual transfer. Upon request, a copy of the position description will be made available for the employee's review.

Where no interview is conducted, upon request, the Employer will provide additional information (e.g., vacation schedules, vacation scheduling policies and shift information) about the position, if available.

7/2/2 (PSS) Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer.

7/2/2A The employee will be notified of the effective date of the transfer at the time of acceptance. If the employee wishes written confirmation of the start date of the transfer, he/she will provide written confirmation of the start date to his/her supervisor and the supervisor will sign it. If a delay occurs regarding this date, the employee will be notified in writing as to the reason(s) for the delay.

7/2/2/B (AS, LE, BC, SPS, T) Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. To expedite the hiring process, the employee is encouraged to contact the Employer as soon as a decision is reached to accept or decline the offer.

7/2/3 In the event the most senior employee is not selected to fill the vacancy, the Employer shall notify the affected employee(s) in writing of the reason(s) within thirty (30) days. Failure to provide such notice shall not constitute grounds for reversal of any personnel transactions.

7/2/4 Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams

as provided in Article XI, Section 4 of this Agreement. A period of five (5) calendar days 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.

SECTION 3: Secondary Selection Procedures

A. Transfer Between Employing Units

7/3/1 (BC, SPS, T, PSS, LE) In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer shall select from interested qualified employees from other employing units of the department following the seniority requirements of Section 1 of this Article. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

7/3/2A At the sole discretion of the Employer, an employee who has transferred between employing units of the same agency, may be permitted to return to his or her previous position if the employee makes a written request to the original Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

7/3/2 (AS) In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer must select the most senior employee from other employing units of the department who have registered with the department unless the permanent vacancy requires necessary demonstrable qualifications. In such a situation the employee shall be the most senior employee as provided for in 7/1/3. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

B. Transfer Between Agencies

7/3/3 An employee who transfers between agencies outside the provisions of this labor agreement 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. If no vacancy exists, the provisions of Article VIII (Layoff) will be invoked.

C. Pay on Transfer

7/3/4 An employee whose pay is over the maximum of the pay range to which his/her classification is assigned and has been "red-circled" and who has transferred to a different position in the same classification whether within his/her agency or between agencies shall retain his/her "red-circle" rate, subject to the provisions of Appendix #5 and Article XII, Section 10 of this Agreement.

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:
 - 1. terminations,
 - 2. transfers out of the bargaining unit,

3. promotion or demotion,
4. resignation, and
5. retirement;

C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;

D. Transfers within the bargaining unit resulting from either A., B., or C., above.

SECTION 5: Limitations

7/5/1 A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

B. Employees may not transfer under the provisions of this Article more often than once every six months.

C. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.

D. In cases of involuntary transfers, the Employer will reimburse employees in accordance with s. 20.917, Wis. Stats.

7/5/2 (SPS) In the Department of Corrections, Officers 1, 2, and 3 and Youth Counselors 1, 2, and 3 and in the Department of Health and Family Services, Psychiatric Care Technicians 1 and 2 shall have the right to transfer

once within an Employing Unit and once between Employing Units in a six (6) month period. When transferring between Employing Units, the right to transfer within that new Employing Unit cannot be exercised for six (6) months.

7/5/3 In the Department of Health & Family Services, Resident Care Technicians 1 & 2 shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

In the Department of Veterans Affairs, Licensed Practical Nurses 1 & 2, Nursing Assistants 1, 2 & 3, and Program Assistants (unit clerks) assigned to nursing care work units shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

SECTION 6: Priority of Transfer Rights

7/6/1 It is expressly understood that transfer rights under 7/1/1 supersede restoration or reinstatement rights under Article VIII.

SECTION 7: Interviews

7/7/1 (BC, AS, SPS, T, LE) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

7/7/2 (PSS) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay.

7/7/3 If the Employer conducts an on site interview related to the transfer procedure and the interview is conducted outside the employee's assigned headquarters city, the employee will be granted up to two (2) hours without loss of pay to participate in the interview. The Employer will grant one such payment per calendar year.

SECTION 8: Job Orientation and Training

7/8/1 (AS, BC) It is in the best interest of the parties for the employee and the Employer, at the beginning of and throughout the probationary period, to assess the training needs, if any, of the employee and provide reasonable orientation and training, including manuals where available, which will enhance the ability of the employee to succeed.

SECTION 9: Institution Closing

7/9/1 Employees identified as being "at risk" due to the closing of an institution may apply for transfer opportunities into other State agencies. After the Employer has considered internal transfer candidates in that agency, it must offer interviews to five (5) qualified "at risk" applicants on a seniority basis prior to interviewing regular external permissive transfer candidates.

ARTICLE VIII

LAYOFF PROCEDURE

SECTION 1: Application of Layoff

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

A. Temporary layoff of less than twenty (20) consecutive calendar days, unless the parties mutually agree to apply all or part of the procedures to such situations. Where volunteers in the work unit are considered, seniority shall be a consideration; 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 unless the parties mutually agree to apply all or part of the procedures to such situations.

8/1/2 The total period of each temporary layoff in 8/1/1/A shall be in consecutively scheduled workdays.

8/1/3 When the Employer is aware more than five (5) days in advance of the need for a specific seasonal layoff, the Employer shall provide the affected employee(s) five (5) days notice of such layoff.

SECTION 2: General Layoff Procedures

8/2/1 An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral or counterpart vacancy within their current department or University of Wisconsin campus. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. (See 7/9/1) AFSCME Council 24 will be notified of employees who have received written notice of being at risk of layoff.

8/2/2 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 employing unit within the same class shall be ranked by seniority as defined in Article V, Section 1 with the least senior employee laid off first, except that the appointing authority may exercise one of the following two options:
 1. The appointing authority may layoff out of line of seniority to maintain a reasonable affirmative action program. ~~or where there is a demonstrable need for special skills.~~
 2. The appointing authority may layoff out of line of seniority where there is a demonstrable need for special skills as defined in the position description and/or listed as a requirement of special qualification on a recruitment bulletin or job posting.

The appointing authority shall provide OSER, the Union and the employees affected with information relating to the exercise of these exemptions ~~if so requested.~~

~~2. The appointing authority may exempt five percent (5%) of the employees within an employing unit within the same class from the layoff procedure; however, such five percent (5%) shall not be less than one person. Such exemption shall not be arbitrary and capricious.~~

D. With the agreement of the appointing authority, 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 appointing authority 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.

E. Limited term employees in the same class within the employing unit (other than student employees) who are not in totally federally funded positions shall be laid off prior to laying off bargaining unit employees.

SECTION 3: Notice of Layoff

8/3/1 (BC, LE, T, PSS, SPS) Impending Layoff. In the event management becomes aware of an impending reduction in work force, they will notify the Local Union President and AFSCME Council 24 as soon as practicable but not less than thirty (30) days with respect to the impending reduction and will also inform the Union, if the information is then available, of the classes in which the layoffs are to occur and the approximate number of positions to be eliminated. The Union may also request a meeting with management after notification of the impending layoff for the purposes of a mutual exchange of information then available on the matter. Upon receipt of such request management shall have seven (7) calendar days to schedule and conduct such meeting.

8/3/1A (AS) Impending Layoff. The Employer and the Union agree that a reduction in the work force (layoff), while regrettable, is sometimes necessary, and that this process can be extremely stressful for all concerned. Recent practice has shown that when Management and Union work together as a team, involving employees in the affected work areas in the process, compassionate and constructive plans are more likely to emerge. Therefore, Management will notify the Local Union and AFSCME Council 24 within seven (7) days after Management's knowledge of impending layoff, but not less than thirty (30) days with respect to the impending reduction and will also inform the Union when the information is available, of the classes in which the layoffs are to occur and the anticipated number of positions to be eliminated. The Union may also request meetings with Management for the purpose of mutual exchange of information when available on the matter. Management shall schedule meetings to be held with seven (7) calendar days after receipt of such requests. (See also 11/2/8 W.)

8/3/2 Actual Layoff. In the event of an actual layoff, management will notify the affected employee(s) in writing as soon as practicable but not less than two (2) weeks in advance of the layoff date and will send a copy of such notice to the Local Union President and AFSCME Council 24. Such layoff notices will be hand delivered to the employee or shall be mailed via first class U.S. Mail.

8/3/3 Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked.

SECTION 4: Reduction in Hours

8/4/1 In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. Such

reduction shall not be considered a layoff. Reduction of hours of part-time employees will be prorated, based on the percentage of their budgeted full time equivalency (FTE). See also 8/14/2.

8/4/2 If management determines, at its option, to reduce the weekly hours of some of the employees as identified above, 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; except, with the agreement of the Employer, a more senior employee may volunteer to work the reduced hours in lieu of a less senior employee. Volunteers shall be considered on the basis of seniority from most senior to least. Any reduction of hours imposed by Management will not be arbitrary or capricious.

SECTION 5: Employee Options Upon Notification of Layoff

8/5/1 Following notification of layoff the employee shall decide on which of the following options he/she shall exercise:

8/5/2 Transfer in Lieu of Layoff:

Prior to the layoff effective date the affected employee may transfer as follows:

A. Within the Department –

1. The employee shall be afforded the opportunity to transfer laterally to permanent vacant positions in the same class in any employing unit within the department in accordance with the provisions of Article VII, Section 3.

2. The employee may file a request for transfer with any employing unit in the department, and with approval of the appointing authority, may be appointed to any permanent vacancy in any other class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

B. Between Departments -- The employee may file a request for transfer to any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

8/5/3 Layoff:

Within seven (7) calendar days of notification of layoff, unless extended by agreement of the appointing authority or designee, the employee shall elect to bump, request a voluntary demotion in lieu of layoff or be separated in accordance with the layoff notice.

A. Bumping:

1. 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 into another bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect to bump downward to a lower class in the same series or bump to a class within the employing unit in which they 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.

2. An employee bumping under A./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. With the approval of the Employer, a more senior employee who is otherwise eligible under Subsection A./1. may volunteer to bump in lieu of a less senior employee, if that election would not result in the layoff of a different employee in the class to which she/he would bump than if the election did not occur.

B. Voluntary Demotion in Lieu of Layoff:

For purposes of this Article, Voluntary Demotion In Lieu of Layoff 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 in lieu of layoff to a vacant permanent position for which he/she is qualified.

C. Separation:

If an employee has been notified of layoff and has not chosen to or been able to retain employment by utilizing the opportunities of 8/5/2 and 8/5/3 above, he/she shall be separated in accordance with the layoff notice.

SECTION 6: Restoration

8/6/1 Definition to follow s. ER-MRS 1.02(30), Wis. Admin. Code (or as amended): "Restoration": the act of a mandatory re-appointment without competition of an employee or former employee to a position:

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

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

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

8/6/12 Within the Employing Unit: When a permanent vacancy occurs in the employing unit in the class(es) from which an employee was laid off, or could have bumped to under 8/5/3A/1, the employee shall be restored according to seniority, with the most senior employee restored first. A laid off employee who fails to respond to a restoration offer within five (5) workdays of the offer or who fails to accept a reasonable offer of restoration within five (5) workdays of the offer or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer, shall forfeit any further restoration rights. If, due to extenuating circumstances, the employee is unable to report for duty within ten (10) workdays of the offer or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other permanent vacancies occur.

8/6/23 Within the Department: Any employee who is laid off may file a request within the department for which he/she worked to fill a permanent vacancy in an employing unit other than that from which he/she was laid off. An employee who has filed such a request will be appointed to a permanent vacancy within that employing unit in the class(es) from which the employee was laid off or could have bumped to under 8/5/3A/1. Such restoration shall be by seniority, with the most senior employee restored first.

8/6/34 Other Departments: An employee who has received an official notice of layoff or is separated from the service due to layoff under this Article may file a request with any other department and shall be appointed to any permanent vacancy in the same class from which he/she was laid off if he/she meets the necessary qualifications for the job. When more than one employee requests restoration under this subsection to the same vacancy, the employee selected to fill the vacancy shall be the employee with the most seniority. Also see 8/9/1.

8/6/45 The employee's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

SECTION 7: A Reasonable Offer

8/7/1 A reasonable offer of restoration or reinstatement is defined as an offer of a job:

A. Where the position is one which the employee would be qualified to perform after customary orientation provided to new workers in the position, and

B. With an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's work site 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 work site, and

C. Where 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

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

E. An offer of limited term employment or project-project employment shall not constitute a reasonable offer under the provisions of Article VIII, Section 8.

SECTION 8: Reinstatement

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

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

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

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

8/8/12 Within the Department or Other Departments: Any employee who is laid off may file a request for employment with any department. Upon approval of that department, an employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same, counterpart or lower pay range as the position from which he/she was laid off.

8/8/23 Duration: The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or until the employee is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

SECTION 9: For Informational Purposes

8/9/1 Employees restored or reinstated to an employing unit or department other than the one from which they were laid off may be placed on permissive probation at the discretion of the Appointing Authority.

SECTION 10: Employing Units

8/10/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator of the Division of Merit Recruitment and Selection and the head of the agency(ies) involved, or their designee(s), regarding such change in employing unit(s). Employing unit designations will be located on the OSER website.

SECTION 11: Priority of Article VII and Article VIII Rights

8/11/1 When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VII and Article VIII of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories, with transfer under VII, Section 1 accorded the highest priority of all.

A. Transfer within the employing unit (7/1).

B. Restoration within employing unit by seniority (8/6/2) and bumping ~~to a vacancy~~(8/5/3/A). Within this category the most senior employee will fill the vacancy.

C. Transfer between employing units of the ~~department-agency/university-campus~~ (7/3/A).

D. Employees who seek voluntary demotion in lieu of layoff under 8/5/3/B, ~~shall be given equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.~~

E. Restoration within the agency/university-campus by seniority (8/6/3).

F. Restoration between agency/university-campus by seniority (8/6/2).

E.G. Reinstatement between within the departments agency/university-campus (8/8/12) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualifications.

F.H. Reinstatement between departments agencies/university-campus (8/8/12). Employees who seek reinstatement to other departments under 8/8/1 shall be given with equal consideration at each level of the process along with other certified candidates for the vacancy provided they meet the qualifications.

G.I. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of the Agreement and Wisconsin Statutes.

8/11/2 When there is mutual agreement between the Employer and the local Union and Council 24, restoration may supersede transfers under Article VII, Section 1, and all other lower categories.

SECTION 12: Definition of Permanent Vacancy

8/12/1 For purposes of this Article, a permanent vacancy is created:

- A. when the Employer decides to fill a new position, or

B. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. Termination,
2. Transfer,
3. Promotion,
4. Demotion,
5. Resignation,
6. Retirement.

SECTION 13: Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting in lieu of layoff or bumping to a vacancy, to change the location of his/her residence, 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.

8/13/2 When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy 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 14: Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, including any supplemental health insurance conversion credits available under 12/4/3, at the time of permanent layoff (other than

temporary, school year, seasonal or sessional layoff), be converted to cash at the employee's ~~current~~ highest base pay rate while in state service for credits to be used to pay health insurance premium costs 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 acceptance of any other employment, whichever occurs 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.

8/14/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1/A, or reduced hours under 8/4/1, shall continue to earn vacation, sick leave and length of service credits during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

8/14/3 Additionally, the Employer agrees to continue its payment for Health Insurance pursuant to Article XIII, Section 1 for employee(s) on temporary layoff or reduced hours.

SECTION 15: Layoff Assistance

8/15/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

- A. Time off without loss of pay to attend job training;

- B. Assistance or training in the preparation of a resume;
- C. Up to eighty (80) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/7/1;
- D. Unpaid leave of absence for interviews, examinations, and other job search activities;
- E. 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.

8/15/2 While the Employee Referral Service (ERS) is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the ERS, without loss of pay, or provided information from the ERS. It is recognized that access to the ERS may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

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

ARTICLE IX

HEALTH AND SAFETY

SECTION 0: Assignments

9/0/1 An employee shall not be assigned to any task abnormally dangerous at the employee's place of employment.

SECTION 1: First Aid Equipment and Training

9/1/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be provided at appropriate locations.

9/1/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employee to the appropriate medical facility. If the employee is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employee's home as determined by the attending medical authority, or reimbursement of mileage to the employee in accordance with Article XIII, Section 17.

9/1/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employees, the Employer will allow mutually selected employees to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employee training without loss of pay will be by mutual agreement at local

labor-management meetings. The appropriate local Unions will be notified of any such scheduled training in writing by the Employer.

9/1/4 Employees may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employees who may attend such training sessions at any one time. Employees who receive such training shall be committed to maintaining their certification.

9/1/5 The Employer agrees to provide University of Wisconsin System Protection (Police) and Security Officers ongoing CPR and first aid training required to maintain their certification in this area.

9/1/6 (PSS) The Employer agrees to provide AIDS training for employees classified as Social Workers and Probation and Parole Agents in the Department of Corrections and the Department of Health and Family Services, Bureau of Milwaukee Child Welfare, who volunteer to participate in such training. Such training shall be without loss of pay.

SECTION 2: Tools and Equipment

9/2/1 The Employer 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 condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

9/2/2 (SPS, T) In the event a correctional officer, psychiatric care technician, resident care technician or youth counselor reports for work on his/her scheduled shift and is assigned duties which were unanticipated and which result in an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes from a central supply source.

9/2/3 Payment by the State at the lowest available base rate, for a private telephone service in the residence of employees shall be limited to employees working in the following assignments:

- A. Conservation Wardens,
- B. Probation and Parole Agents, which sunsets when a telephone monitoring system is implemented,
- C. Client Services Assistants,
- D. Correctional employees required to respond to violations of electronic home detention clients.

9/2/4 Attention will be given to ergonomic considerations in the purchase of new equipment.

9/2/5 All sworn and certified Law Enforcement personnel in the employment of the State of Wisconsin will be provided all necessary tools and equipment to effectively and safely carry out the duties of their job.

SECTION 3: Transportation of Tools

9/3/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 4: Protective Clothing

9/4/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce and/or the U.S. Center for Disease Control.

SECTION 5: Confidentiality of Records

9/5/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records.

SECTION 6: Buildings

9/6/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the appropriate state agency. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the appropriate state agency.

SECTION 7: Medical Examination

9/7/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. The Employer agrees to give employees classified as Police Communications Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employee. Employees will be in pay status for the examination. Employees required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 8: Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B and C, TB or HIV, will be covered by Worker's Compensation as provided under 13/18/1 of this Agreement:

A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/Illness Report (AD-85/WC-12) Worker's Compensation form and processed according to the procedures in the employee's agency.

B. If, based on a clinical evaluation by a medical doctor, the physician orders a blood test to confirm or rule out the possibility of disease, Worker's Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).

C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.

D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employee must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.

E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to State Risk Management for processing.

9/8/2 Employees shall not handle blood or body fluids, unless they have been trained in safe handling procedures.

SECTION 9: Motor Vehicles

9/9/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

9/9/2 The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment.

9/9/3 Probation and Parole Agents shall not be required to use their personal vehicles to transport non-Department of Corrections personnel.

9/9/4 All custody transports of clients by Probation and Parole Agents shall be done in an Employer provided vehicle, utilizing caged vehicles where available. The Employer will make reasonable efforts to secure a caged vehicle for custody transports. This provision does not require the Employer to purchase additional vehicles, but goes to the scheduling of existing caged vehicles.

9/9/5 Whenever possible, the Employer will not require the use of personal vehicles by Probation and Parole Agents.

SECTION 10: Foot Protection

9/10/1 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 as an expense check payable the first pay period of the calendar year.

9/10/2 (T) Department of Transportation Technical employees shall receive thirty five dollars (\$35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars (\$15.00) per year reimbursement.

9/10/3 (SPS) Department of Agriculture, Trade and Consumer Protection employees shall receive thirty-five dollars (\$35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars (\$15.00) per year reimbursement.

9/10/4 (BC, T) Department of Natural Resources employees required to wear approved safety boots/shoes shall receive a payment of thirty five dollars (\$35.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification form (9100-123).

9/10/4A (T) Department of Natural Resources employees in the Forestry Technician and Forestry Technician-Advanced classifications who are assigned to fire suppression duties and are required to wear safety boots shall receive a payment of forty dollars (\$40.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 and 9/10/4 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification Form (9100-123).

9/10/5 (BC) When the Employer determines that an employee needs a second pair of safety shoes within a calendar year due to abnormal wear and tear, the Employer shall review and approve the purchase of an