

# Sample Union Notification and Employee Layoff Letters

**\* Most of the contract provision references contained in these sample letters are from the 2007-2009 contracts. Contract provision references for ASP, SEA, and PERSA are from the 2005-2007 contracts because those bargaining units have not settled their 2007-2009 contracts as of the date these samples were reissued.**

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**Sample Notification Letter for Union-WSEU**  
**Administrative Support**  
**Blue Collar**  
**Security and Public Safety**  
**Technical**  
**Professional Social Services**

Date

\_\_\_\_\_, Executive Director  
Wisconsin State Employees Union  
8033 Excelsior Drive, Suite C  
Madison WI 53717-1903

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 3, Paragraph 1 of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin State Employees Union, Council 24 of an im pending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] m ember(s) of Local \_\_\_\_\_ [number of local WSEU union], Wisconsin State Employees Union. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-Trades*

Date

\_\_\_\_\_, President  
Wisconsin State Building Trades Negotiating Committee  
Milwaukee Building and Construction Trades Council  
5941 W. Bluemound Rd  
Milwaukee WI 53213

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 3, of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin State Building Trades Negotiating Committee of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Wisconsin Building Trades Negotiating Committee. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-WPEC*

Date

\_\_\_\_\_, President  
Wisconsin Professional Employees Council  
6602 Normandy Lane  
Madison WI 53719

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin Professional Employees Council of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Wisconsin Professional Employees Council. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

**Sample Notification Letter for Union-PERSA**

Date

\_\_\_\_\_, President  
Professional Employees in Research, Statistics and Analysis  
6602 Normandy Lane  
Madison WI 53719

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Professional Employees in Research, Statistics and Analysis of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [ classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Professional Employees in Research, Statistics and Analysis. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

**Sample Notification Letter for Union-WSAA**

Date

\_\_\_\_\_, President  
Wisconsin State Attorneys Association  
P. O. Box 988  
Madison WI 53701-0988

Dear \_\_\_\_\_:

In accordance with Article IX, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin State Attorneys Association of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Wisconsin State Attorneys Association. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

**Sample Notification Letter for Union-WPDA**

Date

\_\_\_\_\_, President  
Wisconsin Physicians and Dentists Association  
6602 Normandy Lane  
Madison WI 53719

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin Physicians and Dentists Association of an im pending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_[classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_[name of division/employing unit, location].

This action will affect \_\_\_\_\_[number] member(s) represented by Wisconsin Physicians and Dentists Association. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_[date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-SEIU*

Date

\_\_\_\_\_, President  
SEIU Healthcare, District 1199 Wisconsin  
4513 Vernon Blvd. Suite 300  
Madison WI 53705

Dear \_\_\_\_\_:

In accordance with Article X, Section 2, Paragraph 1, B, 1 of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the SEIU Healthcare District 1199 Wisconsin of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by SEIU. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-WEAC*

Date

\_\_\_\_\_, Director of Council #1  
Wisconsin Education Association Council  
152 W. Johnson St., Suite 202  
Madison WI 53703

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin Education Association Council of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Wisconsin Education Association Council. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-SEA*

Date

\_\_\_\_\_, President  
State Engineering Association  
4510 Regent St.  
Madison WI 53705

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A, 1 of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the State Engineering Association of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by State Engineering Association. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-WSP*

Date

\_\_\_\_\_, President  
Wisconsin Science Professionals  
6602 Normandy Lane  
Madison WI 53719

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 2, Paragraph 1, A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin Science Professionals of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by Wisconsin Science Professionals. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

*Sample Notification Letter for Union-ASP*

Date

\_\_\_\_\_, President  
Association of State Prosecutors  
311 N. Main Street  
Shawano WI 54166

Dear \_\_\_\_\_:

In accordance with Article X, Section 2, Paragraph 1A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Association of State Prosecutors of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) represented by the Association of State Prosecutors. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

***Sample Notification Letter for Union-WLEA***

Date

\_\_\_\_\_, President  
Wisconsin Law Enforcement Association  
7895 Greendale Avenue  
Burlington WI 53105

Dear \_\_\_\_\_:

In accordance with Article VIII, Section 3, Paragraph 1 of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin Law Enforcement Association of an impending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_ [classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_ [name of division/employing unit, location].

This action will affect \_\_\_\_\_ [number] member(s) of Local \_\_\_\_\_ [number of local WLEA union], Wisconsin Law Enforcement Association. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_ [date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

**Sample Notification Letter for Union-WSPDA**

Date

\_\_\_\_\_, President  
Wisconsin State Public Defenders Association  
6602 Normandy Lane  
Madison WI 53719

Dear \_\_\_\_\_:

In accordance with Article X, Section 1, Paragraph 2A of the labor agreement, the Department of \_\_\_\_\_ hereby notifies the Wisconsin State Public Defenders Association of an im pending layoff involving \_\_\_\_\_ [FTE] \_\_\_\_\_[classification] position(s) in the \_\_\_\_\_, \_\_\_\_\_[name of division/employing unit, location].

This action will affect \_\_\_\_\_[number] member(s) represented by Wisconsin State Public Defenders Association. (This/These) employee(s) will be notified individually according to the provisions of the agreement.

The scheduled effective date of layoff is \_\_\_\_\_[date].

Sincerely,

[Division Administrator/HR Director]

cc: \_\_\_\_\_, Appointing Authority  
\_\_\_\_\_, Employing Unit  
\_\_\_\_\_, HR Specialist (copy to layoff file)

## LAYOFF LETTER - DRAFT

Date  
Name  
Address  
City, State Zip

Dear \_\_\_\_\_:

[State reasons for layoff.] This letter is your official notification of layoff from the \_\_\_\_\_ [employing unit] as a \_\_\_\_\_ [classification] with an effective date of \_\_\_\_\_ (Note: check applicable contract language for effective dates, subtitles and certification requirements).

According to [applicable bargaining unit] you may exercise other options following this notification of layoff. The alternatives to layoff that you may have depend on your seniority and the permanent state jobs that you have held. According to our records, your seniority date is «AdjustedStartDate», and you have gained permanent status in the following classifications in your bargaining unit:

Classification	Pay schedule/range	Date of permanent status	Agency

Attached you will find an overview of your layoff options according to your bargaining unit. Your rights are based on your seniority and employment history and have been applied accordingly. Your specific employment alternatives are listed on the attached "Notification of Employment Options" form. It is important that you read the form carefully. When you have decided which of the options you wish to exercise, indicate your preference and sign and return the form to me in the enclosed envelope. Your response must be received in this office by the close of business on \_\_\_\_\_ [Note: check the applicable contract language]. It is very important that you provide your response to me by the deadline.

If there are no positions available for you or if you decide not to exercise these rights, your last day of work will be \_\_\_\_\_ [date] and your final paycheck will be available on \_\_\_\_\_ [date]. The final check will include payment for any unused vacation and holiday time earned through \_\_\_\_\_ [date] or an adjustment from payment for overdrawn vacation and/or holiday time based on this same date.

It is important to note that this layoff action is not a result of, or reflection on the quality of your work or your performance. Please be assured that we are aware of the personal, economic and career problems and pressures this presents to you. If you would like any EAP assistance please contact [insert EAP agency contact name and number].

Enclosed is an information sheet which explains the effect of a layoff on fringe benefits. Any questions regarding your fringe benefits should be directed to \_\_\_\_\_ [employing unit, payroll person] at \_\_\_\_\_ [telephone number]. It is our intention to provide you with as much assistance and information as possible in this matter. Please keep in close communication with your human resources office. If you would like any assistance from Human Resources please contact [insert HR agency contact name and number].

Sincerely,

Appointing Authority

Enclosures

- Layoff Attachment
- Notification of Employment Options
- Benefits Information
- Restoration from Layoff form (OSER-DMRS-77)

cc: Appropriate Union Distribution (Refer to Union Contract)

- Agency HR Director
- Section Chief
- HR Specialist (copy for layoff file)
- HR Employment Relations
- HR Payroll
- Employing Unit HR Director
- Personnel File

## ATTACHMENT - WSEU

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE WISCONSIN STATE EMPLOYEES UNION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The WSEU agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than two weeks in advance of the layoff date. Within seven (7) calendar days of notification of layoff the employee shall elect to bump, request a voluntary demotion in lieu of layoff or be separated in accordance with the layoff notice.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin State Employees Union, you have the right to decide if you wish to exercise your bumping rights and/or request a voluntary demotion as provided in 8/5/3 of the labor agreement. If you choose to exercise your bumping rights or to request a voluntary demotion, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Bumping Rights**

Within your employing unit and within your bargaining unit, you may bump downward to a lower class in your same class series or bump to a class in the same or lower pay range as your current class, in which you previously obtained permanent status in classified service. See 8/5/3 of the labor agreement.

**B. Voluntary Demotion**

With the approval of the Employer, you may voluntarily demote to a vacant position (if one is available) in a class in a lower pay range in which you have never attained permanent status in class as long as you are qualified to perform those duties. See 8/5/3 of the labor agreement.

**C. Transfer**

You have mandatory transfer rights in lieu of layoff to vacant positions (if available) in your current class within the Department of \_\_\_\_\_ at any time through your last working day. See 8/5/2 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer into any vacancy within the department in any other class for which you meet the necessary qualifications in the same or counterpart pay range as your current position. See 8/5/2 of the labor agreement.

You may also file a request to transfer to any department in state service. With the approval of that department, you may be appointed to any vacancy in a class for which you meet the necessary qualifications in the same or counterpart pay range as your current position. See 8/5/2 of the labor agreement.

For permissive consideration in other state department, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES REPRESENTED BY THE WISCONSIN STATE EMPLOYEES UNION**

### **Restoration (Recall)**

If you accept a voluntary demotion, in lieu of layoff, successfully bump to a lower level position or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See 8/6/2 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you are eligible to bump for a period of five years. See 8/6/3 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 8/6/4 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

### **Reasonable Offer**

A reasonable offer of restoration is defined as an offer of a job:

- A. Where the position is one which a person 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 an employee's home unless the assigned worksite prior to layoff was at a greater distance from the employee's home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite, and
- C. 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 from, and
- D. The pay range of the position offered must be no more than one pay range lower than the pay range of the position from which the employee was laid off, unless the rate of pay at the time of layoff is maintained in the position offered.

- E. An offer of limited term employment or project-project employment is not considered a reasonable offer.

### **Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date.

## ATTACHMENT - TRADES

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY WISCONSIN STATE BUILDING TRADES NEGOTIATING COMMITTEE

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The Wisconsin State Building Trades Negotiating Committee bargaining agreement outlines options available to you if you are a represented employee who has received notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in the layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The agency will notify the Union as soon as practicable of an impending layoff.

##### **A. Employee Counseling**

Upon request, employees that are notified that they will be laid off will be counseled by Management on their rights and benefits in the presence of his/her business representative. See 8/4/1 of the labor agreement.

##### **B. Bumping**

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 bargaining unit they are capable of performing, determined by the employer, within the employing unit in which they held permanent status. See 8/6/1 of the labor agreement.

### **C. Transfer in Lieu of Layoff**

You may transfer in lieu of layoff to a vacant position (if available) within the bargaining unit, within the same department and in your current classification if you have attained permanent status in class. See 8/9/1 of the labor agreement.

You may also file a request for permissive transfer to any department in state service to any vacancy (if available) in the same class or similar class for which you might meet the necessary qualifications in the same or lower salary range as the position from which you were laid off. See 8/9/1 of the labor agreement.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

### **ATTACHMENT - TRADES**

<p style="text-align: center;"><b>RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF WISCONSIN STATE BUILDING TRADES NEGOTIATING COMMITTEE</b></p>
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#### **Recall**

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

#### **Reinstatement**

You may request 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 Article VIII of the labor agreement, you may be appointed to any vacancy in the same class or any similar class for which you might meet the necessary qualifications. See 8/8/1 of the labor agreement.

## ATTACHMENT - WPEC

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE WISCONSIN PROFESSIONAL EMPLOYEES COUNCIL

**\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.**

The WPEC agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than two weeks in advance of the layoff date. Within seven (7) calendar days of notification of layoff the employee shall elect to demote in lieu of layoff, bump in lieu of layoff, transfer in lieu of layoff, or be separated in accordance with the layoff notice. See 8/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin Professional Employees Council, you have the right to decide if you wish to exercise options that may be available to you as provided in 8/3/1 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Transfer**

You have the option to transfer in lieu of layoff to vacant positions (if available) in your current or counterpart pay range within your employing unit at any time through your last working day. See 8/3/1 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer into any vacancy within the department in your same class for which you meet the necessary qualifications. See 8/3/1 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer into any vacancy within the department in your current or counterpart pay range for which you meet the necessary qualifications. See 8/3/1 of the labor agreement.

For permissive transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**B. Demotion in Lieu of Layoff**

With the approval of the Employer, you may demote in lieu of layoff to a vacant position (if one is available) in a lower classification in the same series or to a lower classification in which you had previously obtained permanent status. See 8/3/1 of the labor agreement.

**C. Bumping**

Within the employing unit, you may bump downward in lieu of layoff to a lower class in the same classification series or bump to a class within the employing unit in which you had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position you occupied at the time of notification of layoff. See 8/3/1 of the labor agreement.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

**RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES  
REPRESENTED BY THE WISCONSIN PROFESSIONAL EMPLOYEES COUNCIL**

**Restoration**

If you accept a demotion in lieu of layoff, successfully bump to a lower level position in lieu of layoff or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See Article VIII, Section 4 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you are eligible to bump for a period of five years. See Article VIII, Section 4 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in Article VIII, Section 4 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

**Reasonable Offer**

A reasonable offer of restoration is defined as an offer of a job:

- A. with an assigned headquarters located less than forty (40) miles from the employee's home, unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and
- B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and
- C. the hourly pay offered is at least ninety (90) percent of the employee's rate of pay at the time of layoff; and
- D. an offer of limited term employment or project-project employment shall not constitute a reasonable offer.

**Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/5/1 of the labor agreement.

## ATTACHMENT - PERSA

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE PROFESSIONAL EMPLOYEES IN RESEARCH, STATISTICS AND ANALYSIS

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The PERSA agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the layoff date. See 8/2/2 of the labor agreement. Within five (5) work days of notification of layoff the employee shall elect to demote in lieu of layoff, bump in lieu of layoff, transfer in lieu of layoff, or be separated in accordance with the layoff notice. See 8/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Professional Employees in Research, Statistics and Analysis, you have the right to decide if you wish to exercise options that may be available to you as provided in 8/3/1 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] within five (5) days of notification of layoff.

#### **A. Demotion in Lieu of Layoff**

With the approval of the Employer, within the employing unit within the bargaining unit you may accept demotion to a vacant position (if available) in lieu of layoff to a lower classification in the same series or to a lower classification in which you had previously obtained permanent status. See 8/3/1 of the labor agreement.

**B. Bumping**

Within the employing unit within the bargaining unit, you may bump downward in lieu of layoff to a lower class in the same classification series or bump to a class within the employing unit in which you had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position you occupied at the time of notification of layoff. See 8/3/1 of the labor agreement.

**C. Transfer**

You have transfer in lieu of layoff rights to vacant positions (if available) which you are qualified to perform the work after given the customary orientation period provided newly hired workers in the position, in your current pay range within your employing unit within the bargaining unit at any time through your last working day. See 8/3/1 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer into any vacancy within the department in your same classification for which you meet the necessary qualifications. See 8/3/1 of the labor agreement.

For permissive transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

**RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES  
REPRESENTED BY THE PROFESSIONAL EMPLOYEES IN RESEARCH,  
STATISTICS AND ANALYSIS**

**Restoration**

If you accept a demotion in lieu of layoff, successfully bump to a lower level position in lieu of layoff or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See 8/4/1 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you were eligible to bump for a period of five years. The employee who is laid off may file a request to fill a vacancy for which he/she is qualified and capable of performing as determined by the Employer, providing no other employee has restoration rights to such a vacancy. See 8/4/1 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 8/4/1 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

**Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/5/1 of the labor agreement.

**Reasonable Offer**

A reasonable offer of restoration is defined as an offer of a job.

- A. with an assigned headquarters located less than forty (40) miles from the employee's home, unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and
- B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and
- C. the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off, unless the employee's rate of pay at the time of layoff is maintained in the position offered; and
- D. an offer of limited term employment or project-project employment shall not constitute a reasonable offer.

## ATTACHMENT - WSAA

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY WISCONSIN STATE ATTORNEYS ASSOCIATION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The Wisconsin State Attorneys Association outlines options available to you if you are a represented employee who has received notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in the layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

Upon notice of layoff, an employee may elect one or more of the following options that are listed below.

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the established layoff date. See 9/2/1 of the labor agreement. Within five (5) calendar days of notification of layoff the employee shall elect to transfer, voluntarily demote in lieu of layoff, or be separated in accordance with the layoff notice. See 9/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin State Attorneys Association, you have the right to decide if you wish to exercise options that may be available to you as provided in Article IX, Section 3 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [5 calendar days from the receipt of this letter].

#### **A. Transfer**

You may have the opportunity to transfer laterally to a vacant position (if one is available) in the

same class in any employing unit within the department of which you are an employee provided you are capable of performing the duties of the position. Where more than one employee seeks to transfer to a vacancy under this provision, the employer shall select the employee with the most experience relevant to the position. See 9/3/2 of the labor agreement.

You may file a request and shall receive an interview for transfer to a vacancy (if one is available) in the same class in any department in state service. Upon approval from the department, you may be appointed to that vacancy. See 9/3/2 of the labor agreement.

**B. Voluntary Demotion in Lieu of Layoff**

Within your employing unit within the bargaining unit, you may accept voluntary demotion in lieu of layoff to a lower classification in the same series or to a lower classification in which you had previously attained permanent status. See 9/3/3 of the labor agreement.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **ATTACHMENT - WSAA**

### **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF WISCONSIN STATE ATTORNEYS ASSOCIATION**

#### **Recall**

You have recall rights to vacancies in the employing unit or agency from which you were laid off or demoted in lieu of layoff. Recall is in inverse order of layoff and you have recall rights for a period of five (5) years from the date of layoff or demotion in lieu of layoff. You are responsible for keeping your agency notified of your current address and phone number. See 9/4/1 of the labor agreement.

#### **Reinstatement**

You have reinstatement eligibility to any vacancy (if available) within any department in state service in a class in the same or lower pay range or job rate as the class for which you meet the necessary qualifications from which you were laid off. Eligibility is within a 5-year period from the date of layoff. Reinstatement is at the discretion of the department that has the vacancy. See 9/5/2 of the labor agreement.

#### **Restoration**

If you are appointed to an attorney position under the provisions of Article IX of the labor agreement, you have been restored and no longer entitled to transfer or recall under Sections 3 and 4. See 9/6/1 of the labor agreement.

## ATTACHMENT - WPDA

### ALTERNATIVES TO LAYOFF EMPLOYEES REPRESENTED BY THE WISCONSIN PHYSICIAN AND DENTIST ASSOCIATION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

WPDA agreement outlines options available to you if you are a represented employee who has received notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in the layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Employer will provide you with options available, and you may, within seven (7) calendar days, elect one (1) or more of the following options listed below.

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the layoff date. See 8/2/2 of the labor agreement. Within seven (7) calendar days of notification of layoff the employee may elect to transfer to avoid layoff, voluntary demotion in lieu of layoff, or be separated in accordance with the layoff notice. See 8/3 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin Physician and Dentist Association, you have the right to decide if you wish to exercise your options to transfer to avoid layoff or voluntarily demote in lieu of layoff as provided in 8/3/1 of the labor agreement. If you choose to request a voluntary demotion, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

**A. Transfer to Avoid Layoff**

You may be afforded the opportunity to permissively transfer laterally to a vacant position for which you are qualified in the same class in any employing unit within the department of which you were an employee. Where more than one employee seeks to transfer to a vacancy, the Employer shall select the employee with the most relevant experience to the position. See 8/3/1 of the labor agreement.

For permissive transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**B. Voluntary Demotion in Lieu of Layoff**

With the approval of the Employer, you may demote in lieu of layoff to a vacant position in a lower classification in the same series or to a lower classification in which you had previously obtained permanent status. See 8/3/1 of the labor agreement.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## ATTACHMENT - WPDA

### RESTORATION AND REINSTATEMENT RIGHTS OF LAID OFF EMPLOYEES REPRESENTED BY THE WISCONSIN PHYSICIAN AND DENTIST ASSOCIATION

Any employee represented by Wisconsin Physician and Dentist Association who was laid off or exercised an option in lieu of layoff has the following recall and reinstatement rights under the union contract.

#### Restoration

If you accept a voluntary demotion or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification for a period of five years. See 8/4/2 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification for a period of five years. See 8/4/7 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 8/4/8 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77) and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

#### Reinstatement

You have reinstatement eligibility on a permissive basis to any vacancy in any state department/university-campus, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/5/1 of the labor agreement.

#### Reasonable Offer

A reasonable offer of recall or reinstatement is defined as an offer of a job:

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

- B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off, and
- C. the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off, unless the employee's rate of pay at the time of layoff is maintained in the position offered; and
- D. an offer of limited term employment or project-project or other non-permanent employment shall not constitute a reasonable offer.

## ATTACHMENT - SEIU

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The SEIU agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing not less than fourteen (14) calendar days in advance of the layoff date. See 10/2/1 of the labor agreement. Within five (5) working days of notification of layoff the employee shall elect to transfer in lieu of layoff, bump in lieu of layoff, demote in lieu of layoff or be separated in accordance with the layoff notice. See 10/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Service Employees International Union, you have the right to decide if you wish to exercise options that may be available to you as provided in 10/3/1 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [5 working days from the receipt of this letter].

#### **A. Transfer**

You have transfer in lieu of layoff rights to vacant positions (if available) in your current or counterpart pay range within your employing unit at any time prior to the layoff effective date. See 10/3/1 of the labor agreement.

For transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee

Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**B. Bumping**

Within the employing unit, you may bump downward in lieu of layoff to a lower class in the same classification series or bump to a class within the employing unit in which you had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position you occupied at the time of notification of layoff. Employees in specific classes may bump laterally or downward to specific classes provided they meet specific training and experience requirements. See 10/3/1 of the labor agreement.

**C. Voluntary Demotion in Lieu of Layoff**

With the approval of the Employer, you may demote in lieu of layoff to a vacant position (if one is available) in a lower classification in the same series or to a lower classification. See 10/3/1 of the labor agreement.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION**

### **Restoration**

If you accept a demotion in lieu of layoff, successfully bump to a lower level position in lieu of layoff or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See 10/4/1 of the labor agreement.

You also have mandatory restoration rights to other employing units within the department from which the layoff occurred to vacant positions in your current classification or in classes you are eligible to bump for a period of five years or for which you are qualified to perform the work after the customary orientation and training provided to newly hired workers. See 10/4/1 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the department prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 10/4/1 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

A laid off employee who fails to respond to a reasonable offer of restoration within 10 work days or fails to be available for work within 10 work days after acceptance shall forfeit any further restoration or reinstatement rights.

### **Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same or lower pay range as the class from which you were originally laid off, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 10/5/1 of the labor agreement.

### **Reasonable Offer**

A reasonable offer of restoration is defined as an offer of a job:

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

2. the number of work hours allocated is not less than eighty percent (80%) of the number of hours previously allocated to the position from which the employee was laid off; and
3. The pay range of the position offered must be no more than two (2) pay ranges lower than the pay range of the position from which the employee laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered.
4. An offer of limited term employment or project-project employment shall not constitute a reasonable offer.

## ATTACHMENT - WEAC

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY WISCONSIN EDUCATION ASSOCIATION COUNCIL

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The WEAC agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the established layoff date. See 8/2/1 of the labor agreement. Within seven (7) calendar days of notification of layoff the employee shall elect to bump, transfer within the agency in lieu of layoff request a voluntary demotion in lieu of layoff or be separated in accordance with the layoff notice. See 8/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin Education Association Council, you have the right to decide if you wish to bump, transfer within the agency in lieu of layoff or request a voluntary demotion in lieu of layoff. If you choose to exercise any of these options, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Bumping**

For non-teachers, including those previously promoted out of the bargaining unit or serving their probationary period, within any employing unit, you may bump into the same or lower class in the same series for which you are minimally qualified. See 8/3/2 of the labor agreement.

For teachers, including those previously promoted out of the bargaining unit or serving their probationary period, within any employing unit, you may bump the least senior teacher in a subject area for which you are certified, or are eligible to obtain full certification without further coursework within a three (3) month period. See 8/3/2 of the labor agreement.

## **B. Transfer**

You have the following transfer in lieu of layoff rights in direct order of seniority, with the most senior employee considered first. See 8/3/3 of the labor agreement.

- You may transfer to any vacancy within the employing unit within the bargaining unit (if available) that is in the same classification for which you are qualified to perform the work in a satisfactory manner after the customary orientation period provided to newly hired workers in the position.
- You may transfer to any vacancy within the same agency within the bargaining unit (if available) to the same classification for which you are qualified to perform the work in a satisfactory manner after the customary orientation period provided to newly hired workers in the position.

You may also file a request to transfer to any position vacancy in state service in the same or counterpart pay range as your current position. See 8/3/4 of the labor agreement.

For permissive consideration in other state department, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

## **C. Voluntary Demotion**

With the approval of the Employer, you may voluntarily demote to a vacant position in a lower classification within your employing unit within the bargaining unit for which you are qualified. See 8/3/5 of the labor agreement.

## **D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES REPRESENTED BY THE WISCONSIN EDUCATION ASSOCIATION COUNCIL**

### **Restoration**

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first for a (5) year period from the date of layoff.

For non-teachers, you will be restored, in an employing unit within a classification form which you were laid off or demoted in lieu of layoff or could have bumped to and are minimally qualified and capable of performing. See 8/4/1 of the labor agreement.

For teachers, you will be restored in an employing unit with the certification you hold or are eligible to obtain within three (3) months without further course work. Please refer to 8/4/2 for further stipulations regarding certification.

A laid off employee who fails to respond to a reasonable offer of restoration within five (5) workdays or who fails to be available, unless there are extenuating circumstances, for work within ten (10) workdays after acceptance will forfeit any further restoration rights. See 8/4//4.

### **Reinstatement**

For non-teachers, you may file a request within the department for which you worked to fill a vacancy with any employing unit within that department. You will be appointed to any vacancy in the class from which you were laid off or could have bumped to and for which you are minimally qualified and capable of performing provided no other employee has restoration rights to such vacancy. See 8/5/1 of the labor agreement.

For teachers, you may file a request within the department for which you worked to fill a vacancy with any employing unit within that department. You will be appointed to any teach vacancy for which you are certified or are eligible to obtain full certification within three (3) months without further coursework, providing there are no other employees with restoration rights to the vacancy. See 8/5/2 of the labor agreement.

The Employer will make a reasonable effort to notify employees being reinstated by mail and telephone. If the employee fails to respond to a reasonable offer of restoration within five (5) workdays or fails to be available, unless there are extenuating circumstances, for work within ten (10) workdays after acceptance, the employee will forfeit any further restoration rights. See 8/5/3.

### **Reasonable Offer**

A reasonable offer of restoration or reinstatement is defined as an offer of a job:

1. with an assigned headquarters located less than forty (40) miles from your home unless your assigned worksite prior to layoff was at a greater distance from your home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from your home than was the distance of the previous worksite, and
2. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which you were laid off from, and
3. the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which you were laid off, unless your rate of pay at the time of layoff is maintained in the position offered.
4. an offer of limited term employment or project-project employment is not considered a reasonable offer.

## ATTACHMENT - SEA

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE STATE ENGINEERING ASSOCIATION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The SEA agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fifteen (15) calendar days in advance of the layoff date. Within seven (7) calendar days of notification of layoff the employee shall elect to transfer, demote in lieu of layoff, displace, or be separated in accordance with the layoff notice.

Under the terms of the agreement between the State of Wisconsin and the State Engineers Association, you have the right to decide if you wish to exercise options that may be available to you as provided in Article VIII of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Transfer**

With the approval of the employer you may submit requests and be considered for transfer in lieu of layoff to vacant positions (if available) in your current or counterpart pay range in any state agency, as long as you are qualified to perform those duties. For transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction

in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**B. Demotion in Lieu of Layoff**

You may demote in lieu of layoff to a vacant position (if one is available) within your employing unit within your bargaining unit to a lower classification in the same series or to a lower classification in which you had previously obtained permanent status. See 8/3/3 of the labor agreement.

With the approval of the Employer, you may demote in lieu of layoff within your department, within your bargaining unit, to a vacation position (if one is available), as long as you are qualified to perform those duties.

**C. Displacement**

Within the employing unit, within the bargaining unit you may exercise the right of displacement in lieu of layoff to a same, counterpart or lower classification or classification series in which you had previously obtained permanent status in class. See 8/3/4 of the labor agreement.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES REPRESENTED BY THE STATE ENGINEERING ASSOCIATION**

### **Restoration**

If you exercise the right of displacement to a lower level position in lieu of layoff or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See 8/4/1 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you are eligible to displace into for a period of five years. See Article VIII, Section 4 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in Article 8/4/1B of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

### **Reasonable Offer**

A reasonable offer is defined as an offer of a job with an assigned headquarters located less than forty (40) miles from your home unless the headquarters was more prior to layoff. The position must also be comparable to the position that you held at the time of layoff. It must have similar percentages of employment time and must be no more than two (2) pay ranges lower than the previous position.

### **Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/6/1 of the labor agreement.

## ATTACHMENT - WSP

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE WISCONSIN SCIENCE PROFESSIONALS

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The WSP agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the layoff date. See 8/2/2 (C) of the labor agreement. Within seven (7) calendar days of notification of layoff the employee shall elect to demote in lieu of layoff, bump in lieu of layoff, transfer in lieu of layoff, or be separated in accordance with the layoff notice. See 8/3/1 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin Professional Employees Council, you have the right to decide if you wish to exercise options that may be available to you as provided in Section 3 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Demotion in Lieu of Layoff**

With the approval of the Employer, you may demote in lieu of layoff to a vacant position (if one is available) in a lower classification in the same series or to a lower classification in which you had previously obtained permanent status. See 8/3/2 of the labor agreement.

**B. Bumping**

Within the employing unit within the bargaining unit, you may bump downward in lieu of layoff to the next lower class in the same classification series or bump to a class in which you had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position you occupied at the time of notification of layoff. See 8/3/3 of the labor agreement.

**C. Transfer**

You may transfer in lieu of layoff to vacant positions (if available) in your current pay range within your employing unit at any time through your last working day. See 8/3/4 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer into any vacancy within the department in your same classification for which you meet the necessary qualifications. See 8/3/4 of the labor agreement.

With the approval of the Employer, you may also file a request to transfer between departments into any vacancy within your current or counterpart pay range for which you meet the necessary qualifications. See 8/3/4 of the labor agreement.

For permissive transfer to another agency in lieu of layoff, you may access the Office of State Employment Relations, Division of Merit, Recruitment and Selection's web site entitled, Wisconsin Employee Referral Service (WISCERS), located at <http://ers.state.wi.us/public/indexers.asp>. Follow the specific instruction in each announcement (found in "How to Apply") to notify the appropriate Human Resources Office of your interest in the position.

**D. Promotion**

If you are laid off, you will still be eligible to compete for promotional opportunities in state service for which you would have been eligible had layoff not occurred. It is your responsibility to keep informed of promotional opportunities as announced. Promotional opportunities are announced on Wisc.Jobs.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## **RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES REPRESENTED BY THE WISCONSIN SCIENCE PROFESSIONALS**

### **Restoration**

If you accept a demotion in lieu of layoff, successfully bump to a lower level position in lieu of layoff or are laid off, you will have restoration rights to vacant positions within your employing unit in your current classification or in classes you are eligible to bump for a period of five years. See Article VIII, Section 4 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you are eligible to bump for a period of five years. See Article VIII, Section 4 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 8/4/8 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

### **Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/5/1 of the labor agreement.

### **Reasonable Offer**

A reasonable offer of restoration is defined as an offer of a job:

- A. with an assigned headquarters located less than forty (40) miles from the employee's home, unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and
- B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and

- C. the pay range of the position offered is no more than 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 layoff is maintained in the position offered; and
- D. an offer of limited term employment or project-project employment shall not constitute a reasonable offer.

## ATTACHMENT - ASP

### ALTERNATIVES TO LAYOFF EMPLOYEES REPRESENTED BY THE ASSOCIATION OF STATE PROSECUTORS

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The Association of State Prosecutors agreement outlines options available to you if you are a represented employee who has received notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in the layoff group is determined by seniority, as outlined in 10/3/1 of the Agreement.

The alternatives available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The Agency is required to notify each employee in the layoff group selected for layoff in writing not less than fourteen (14) calendar days in advance of the established layoff date. Upon receipt of notice of a vacancy, any employee may, within five (5) working days elect to transfer to avoid layoff.

Under the terms of the agreement between the State of Wisconsin and the Association of State Prosecutors, you have the right to decide if you wish to exercise options that may be available to you as provided in Article 10/3/1 of the labor agreement.

#### **Transfer to Avoid Layoff**

You may file a written request to transfer to a vacancy in an assistant district attorney position (if available) in any other prosecutorial unit with a vacancy. You must file your request for transfer to avoid layoff with the District Attorney in the office in which the vacancy exists within five (5) working days of receipt of the notice of the vacancy. The District Attorney will interview the candidates and the employee with the most bargaining unit seniority will be appointed to the vacancy as outlined in 10/3/1 of the labor agreement. See 10/3/1 of the labor agreement.

If you have not chosen or been able to utilize this option, you will be laid off in accordance with the layoff notice.

## ATTACHMENT - ASP

### RESTORATION AND REINSTATEMENT RIGHTS OF EMPLOYEES REPRESENTED BY THE ASSOCIATION OF STATE PROSECUTORS

#### Recall

When a permanent vacancy occurs in any prosecutorial unit, you will be recalled according to the inverse order of layoff, as provided in Article X Section 5, for a period of six (6) months from the date of the layoff, subject to the conditions in 10/5/2 and 10/5/3 of the labor agreement.

You are responsible for keeping the Employer notified of your current address and phone number. The District Attorney will make a reasonable effort to notify you if you are being considered for recall. If the District Attorney is unable to contact you within ten (10) workdays, or you fail to be available for work within ten (10) work days after being informed of the recall, you will forfeit any further recall rights for the vacancy being considered. The employer's obligation for recall will be terminated if you are re-employed in another prosecutorial unit.

In addition to the six (6) month recall period to any prosecutorial unit, you will have an additional four (4) year and six (6) month period of recall from the date of layoff to the prosecutorial unit from which the lay off occurred subject to the conditions in 10/5/3 of the labor agreement. See 10/5/4 in the labor agreement. The Definition of Reasonable Offer applies to Recall under 10/5. See 10/7.

#### Re-employment in Vacancies In Other Prosecutorial Units

You shall for the first six (6) months after you have exhausted your rights of recall have re-employment rights to any assistant district attorney vacancy in any of the other prosecutorial units under the conditions in 10/6/1 of the labor agreement.

Recall shall have priority over Re-employment. See 10/6/2.

#### Reasonable Offer

A reasonable offer of re-employment in a vacancy in another prosecutorial unit is defined as an offer of employment as an assistant district attorney:

- A. in a prosecutorial unit with offices located less than forty (40) miles from the employee's home at the effective date of the layoff unless the work site prior to layoff was at a greater distance from the employee's home, in which case a job offer will be reasonable if the offices of the position offered is no further from the employee's home than was the distance of the previous offices, and
- B. the number of work hours required does not vary from the number of hours previously allocated to the position from which you were laid off, and
- C. the offer is not conditioned upon a requirement for a probationary period.

## ATTACHMENT - WLEA

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY THE WISCONSIN LAW ENFORCEMENT ASSOCIATION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The WLEA agreement outlines options available to you as a represented employee who has received notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in the layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement on WISCERS.

#### **Options Available to Employees Who Have Been Notified of Layoff**

The agency will notify each employee in the layoff group selected for layoff in writing not less than two (2) weeks in advance of the layoff date. See 8/3/2 of the labor agreement.

Within seven (7) calendar days of notification of layoff you should elect to bump, request a voluntary demotion in lieu of layoff or be separated in accordance with the layoff notice. See 8/5/3 of the labor agreement.

Under the terms of the agreement between the State of Wisconsin and the Wisconsin Law Enforcement Association, you have the right to decide if you wish to exercise options that may be available to you as provided in 8/5/1 of the labor agreement. If you choose to exercise these options, you must notify [employing unit HR designee] in writing by [7 calendar days from the receipt of this letter].

#### **A. Transfer in Lieu of Layoff**

Within the Agency/Campus you may transfer laterally to permanent vacant positions (if available) in your same class in any employing unit. See 8/5/2 of the labor agreement.

With the approval of the appointing authority, you may also file a request to transfer into any permanent vacancy within the department in the same or counterpart pay range as the position you occupied at the time of notification of layoff. See 8/5/2 of the labor agreement.

With the approval of the agency/campus, you may file a request for transfer to any agency/campus in state service for any permanent vacancy in the same or counterpart pay range as the position you occupied at the time of notification of layoff. See 8/5/2 of the labor agreement.

**B. Bumping**

Within the employing unit within the bargaining unit, you may elect to bump downward to a lower class in the same series or bump to a class within the employing unit in which you had previously obtained permanent status and which is in the same or lower pay range as the position occupied at the time of notification of layoff. See 8/5/3 of the labor agreement.

**C. Voluntary Demotion in Lieu of Layoff**

With the approval of the Employer, you may voluntarily demote in lieu of layoff to a vacant permanent position (if one is available) in a class in a lower pay range in which you had never attained permanent status in class. See 8/5/3 of the labor agreement.

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If you have not chosen or been able to utilize any of these options, you will be laid off in accordance with the layoff notice.

## ATTACHMENT- WLEA

### RESTORATION AND REINSTATEMENT RIGHTS FOR LAID-OFF EMPLOYEES REPRESENTED BY THE WISCONSIN LAW ENFORCEMENT ASSOCIATION

#### Restoration

If you accept a voluntary demotion, successfully bump to a lower level position or are laid off, you will have restoration rights to vacant positions within your employing unit, within the agency/campus, or with other agencies/campuses in your current classification or in classes you are eligible to bump for a period of five years. See 8/6/1 of the labor agreement.

You also have mandatory restoration rights to other employing units within the Department of \_\_\_\_\_ to vacant positions in your current classification or in classes you are eligible to bump for a period of five years. See 8/6/2 of the labor agreement.

If there are no positions available for you to exercise mandatory rights within the Department of \_\_\_\_\_ prior to layoff or if you decide not to exercise these rights, you may request mandatory restoration to another state agency as provided in 8/6/3 of the agreement. To do this, you must complete the Restoration from Layoff form (OSER-DMRS-77), attached, and return it to [employing unit HR designee]. The HR designee will then certify the information is correct, sign and return the completed form to you. S/he can assist you in completing the form. Once completed, you must notify any other department of your interest in mandatory restoration to that department by sending them a copy of the completed Restoration from Layoff form. The form will be used to enter your name on agency restoration lists.

All restoration rights and reinstatement eligibility are in order of seniority with the most senior employee referred first.

#### A Reasonable Offer

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 worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite, and
- 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) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered.

- E. An offer of limited term employment or project-project employment shall not constitute a reasonable offer.

### **Reinstatement**

You have reinstatement eligibility on a permissive basis to any vacancy in any state department in the same, counterpart or lower pay range as your current position, provided you meet the necessary qualifications. You have reinstatement eligibility for five years from your layoff date. See 8/8/1 of the labor agreement.

## ATTACHMENT - WSPDA

### ALTERNATIVES TO LAYOFF FOR EMPLOYEES REPRESENTED BY WISCONSIN STATE PUBLIC DEFENDERS ASSOCIATION

***\*\*\*\*The purpose of this attachment is to provide a summary of rights and options for laid off employees. Please refer to the applicable union contract for more details or contact your Human Resources Office if you have any questions about your employment rights and how they apply to your particular situation. The contract language supersedes any language found in this attachment.***

The WSPD agreement outlines options available to you if you are a represented employee who has received a notice of layoff. These options are summarized below.

Frequently, an option will be offered to more than one employee in a layoff group. Your interest in an option may not automatically assure you of appointment to the position, as the right to exercise an alternative by employees in a layoff group is determined by seniority, with the senior employee's choice honored first.

The alternatives currently available to you (if any) are listed on the "Notification of Employment Options" form that is attached to your layoff letter. If other employees have been offered the same option, it will be indicated on the form.

Alternatives available with other state agencies are announced on the Wisconsin Employee Referral Service (WISCERS) for "at risk" employees. WISCERS is located at <http://ers.state.wi.us/>. Application instructions are provided in each job announcement posted on WISCERS.

The Agency is required to notify each employee in the layoff group selected for layoff in writing as soon as practicable but not less than fourteen (14) calendar days in advance of the established layoff date. See 10/1/3 of the labor agreement.

**RESTORATION AND REINSTATEMENT RIGHTS OF LAID-OFF EMPLOYEES  
REPRESENTED BY THE WISCONSIN STATE PUBLIC DEFENDERS ASSOCIATION**

**Recall (Restoration)**

When a vacancy is to be filled, you will be recalled according to seniority with the most senior recalled first. Your right to recall will be for five (5) years. See 10/2/1 of the labor agreement.

**Reasonable Offer**

A reasonable offer of re-employment is an offer to fill a vacancy under the following conditions:

- A. the permanent position is that of an attorney in the agency;
- B. the vacancy is in an office that is less than forty (40) miles from the employee's home unless the assigned worksite prior to layoff was at a greater distance from the employee's home, in which case a job offer shall be reasonable if the office of the position offered is no further from the employee's home than was the distance of the previous worksite, and
- C. the number of work hours required does not vary from the number of hours previously allocated to the position from which the employee was laid off, and
- D. the offer is not conditioned upon a requirement for a probationary period.