

3. The appellant filed an appeal with the Board of the denial of his grievance at the third step.

4. At this stage of the procedure the only relief sought by appellant is the salary for the 2 days he was unable to work due to the aforementioned injury.

5. The appellant's position during the period in question was covered by a contract between the state and the WSEU which included the accrual and use of sick leave, vacations and holidays.

6. Said contract also provides, Art. IV, subsection 4:

"The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this agreement."

CONCLUSIONS OF LAW

1. The Personnel Board lacks jurisdiction over the subject matter of this appeal.

OPINION

Section 111.93(3), Wisconsin statutes, provides:

"If a labor agreement exists between the state and a union representing a certified or recognized bargaining unit, the provisions of such agreement shall supersede provisions of civil service and other applicable statutes related to wages, hours and conditions of employment whether or not the matters contained in such statutes are set forth in such labor agreement."

In Olbrantz v. Earl, Wis. Pers. Bd. No. 75-9 (3/25/75), the question concerned an appeal of a layoff but the principle is the same as is present here as the Board cited the same statutory subsection:

" . . . the legislature intended that grievances such as the instant one be determined under the grievance provisions of the contract and that the civil service laws not be invoked to interfere with that process."

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ORDER

This appeal is dismissed for lack of subject matter jurisdiction.

Dated: April 11, 1978

STATE PERSONNEL BOARD

James R. Morgan
James R. Morgan, Chairperson