



WISCONSIN LEGISLATIVE COUNCIL RULES CLEARINGHOUSE

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CLEARINGHOUSE RULE 06-032

Comments

[NOTE: All citations to “Manual” in the comments below are to the Administrative Rules Procedures Manual, prepared by the Revisor of Statutes Bureau and the Legislative Council Staff, dated January 2005.]

2. Form, Style and Placement in Administrative Code

a. In s. DWD 133.001, in sub. (1) and (2), is it necessary to add “and unless the context clearly indicates a different meaning”? Are there instances in this new chapter where the context of the defined terms clearly indicates a different meaning? If not, this phrase can be deleted. Also, since the second sentence in the definition of “Assignment” in sub. (2) (a) is a substantive provision that should not be part of the definition; it should be placed outside the definitions section. Section DWD 133.001 could be restructured and rewritten as follows:

DWD 133.001 General provisions. (1) DEFINITIONS. (a) Except under par. (b) and unless the context clearly indicates a different meaning, the definitions in ch. DWD 100 apply to this chapter.

(b) Notwithstanding ch. DWD 100 and unless the context clearly indicates a different meaning, in this chapter:

1. “Assignment” means work assigned...for a client company of the employer.
2. “Client company” means....
3. “Employer” has the same meaning....

(2) END OF ASSIGNMENT. For purposes of this chapter, an assignment ends when the employee completes it or when the employee is removed from the assignment.

b. Since the term “employee” is so significant to, and is used throughout, the new chapter, it appears that the definitions section should include a definition of “employee” (e.g., “Employee” means a temporary help employee--with any necessary cross-references to the definition of “temporary help employee” elsewhere in the code or the statutes).

c. In s. DWD 133.02 (1) (intro.), “the employer and the employee” should be “an employer and an employee.” In par. (a), the first part of the last sentence should read: “The department may waive the requirement for the deadline or notice, or both, if it determines that the employee’s failure to so contact the employer was for good cause...” In par. (b) 1., “begins” should replace “does in fact begin.” In par. (b) 2., second sentence, it appears that “shall” should be substituted for “does in fact.” In sub. (3) (a) (intro.), “An employee” should replace “The employee.” In par. (a) 4., “his or her correct address” should replace “a correct address.”

d. In s. DWD 133.03, “The employee” should be “An employee.” Also, “for those benefits” should be inserted after “otherwise qualified.”

e. The first sentence of s. DWD 133.04 would be clearer if it read: “When an employee’s employment relationship with an employer terminates, his or her application for employment with that employer shall expire.”