

LOCAL AGREEMENT

This is a Local Agreement between Local 2748, WSEU, AFSCME Council 24 (hereinafter the Local) and the Department of Health and Family Services, Division of Children and Family Services, Bureau of Milwaukee Child Welfare (hereinafter the Employer).

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of the agreement between the State of Wisconsin and AFSCME, Council 24, Wisconsin State Employees Union, AFL-CIO effective through June 30th, 2007 (hereinafter Master Agreement).

The parties acknowledge that this agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the employer-employee relationship which exists between them relative to the subjects identified in the Master Agreement.

This Local Agreement covers all employees in the Social Worker classification series employed in the Bureau of Milwaukee Child Welfare employing unit.

Nothing in this Local Agreement shall be construed to override any contractual provision in the Master Agreement unless specifically allowed by the terms of the Master Agreement.

This agreement is divided into Sections. Each Section has its own number and title and begins at the top of a new page. The Sections are as follows:

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I) VACATION SCHEDULING

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article XIII of the Master Agreement.

- 1) For vacation scheduling purposes, each Region, CRT and Intake will comprise a separate work unit.
- 2) A minimum staffing of ten employees for Regions 1 and 2 and eleven for Region 3 as well as five employees from Intake and three from CRT are required. A Region Manager or Intake Supervisor may allow more employees off than the minimum provided coverage to the public can be maintained.
- 3) Vacation time means paid annual leave of absence, personal holidays, and any Saturday legal holidays available for scheduling.
- 4) Employees are to make their vacation selections by work unit between the first through the next ten work days in November. Supervisors will notify employees of approved vacation selections by the Wednesday preceding the Thanksgiving Holiday.
- 5) Seniority shall be the determining factor for purposes of vacation picks. Ties in seniority will be broken in accordance with Article 5 of the Master Agreement.
- 6) Any denial of vacation requests shall be provided to the employee and local union in writing.
- 7) Vacation rights transfer with an employee to the new work unit. Conflicts are resolved in accordance with paragraph 13/6/9 of the Master Agreement.
- 8) Each Region shall maintain a waiting list for employees denied vacation requests. Those requests made during the first ten working days of November of each calendar year are placed on the waiting list in seniority order. Other denied requests are placed on the list on a first come first served basis.
- 9) When a pre-scheduled vacation time becomes available the employees on the waiting lists (established in #8 above) shall be eligible for vacation in list order.
- 10) Scheduling of vacation after employees on the waiting list have been offered the available dates shall be allowed on a first come, first served basis based on coverage needs for the time requested, at the time requested.

II) TRANSFERS

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article VII of the Master Agreement.

- 1) On the first Monday of the month, Human Resources will notify the Union, via email to Local Union President or designee, of the number and location of Initial Assessment vacancies in BMCW. (Initial Assessment includes both Social Worker and Social Worker-Advanced as the level of the position when filled will vary based on the candidates qualifications).
- 2) Notice of vacancies that were previously fully staffed will be sent to the Union Labor Management representatives by Human Resources for posting at each Region and at the Administrative Office. A copy of the notice will also be sent to the Union President or designee (via email). Interested permanent Social Workers and Social Workers -- Advanced shall indicate their desire for transfer by notifying Human Resources in writing within seven (7) calendar days of the posting. The request will include the employee's name, seniority date, date of birth, and current work location. (note: there is not a special form for these transfer requests). Employee requests can be either emailed or faxed to ensure arrival by the cut off date. Vacancies in these units will be filled on seniority basis from the requests received during this posting period only. No requests will be kept on file for future vacancies.
- 3) Employees who have completed the first six (6) months of their probationary period can request consideration for transfer (non-contractual) and will be eligible for permissive transfer to positions within the BMCW employing unit. Employees who so transfer will continue to serve the remainder of their probationary period.

III) ALTERNATE WORK PATTERNS

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article VI, Section 15 of the Master Agreement.

The Bureau of Milwaukee Child Welfare recognizes the value and benefits of alternative work patterns (schedules). In the furtherance of this recognition, the Bureau of Milwaukee Child Welfare adopts the policy of strongly encouraging and working for the development and implementation of alternative work schedules in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Bureau of Milwaukee Child Welfare and the Union.

- 1) Hours of Work:
 - a) Bureau of Milwaukee Child Welfare business hours are 8:00am to 5:00pm.
 - b) Staff will be allowed to request work hours between 7:00am and 7:00pm depending on supervision, adequate staff coverage for operational requirements and available site security.
 - c) The maximum hours an employee can work in a day is limited to 10 hours (except when comp-time is pre-approved).

- 2) Employee Participation:
 - a) Crisis Response Team (CRT) staff are not eligible for alternative work patterns.
 - b) To be eligible for a 4/40 alternative work schedule, staff must have completed Bureau of Milwaukee Child Welfare training and successfully completed the entire probationary period.
 - c) Flexible start and end times of daily work schedules may be requested from the time of hire.
 - d) Supervision must be available during alternative work hours.

- 3) Schedules:
 - a) Approved hours of work will be adjusted only with supervisor approval – selected hours will not change routinely.
 - b) Alternative work schedules may be temporarily suspended for operational needs (paragraph 11/28/1 of the Master Agreement). When this is necessary the employer will solicit volunteers to temporarily revert back to standard hours of work, and, as a last resort, temporarily suspend alternative work schedules in reverse seniority order. The employer will notify the employee and local union in writing when temporary changes are made to employee work schedules.

- 4) Workload Requirements:
 - a) Daytime operations have to continue as normal and regions have to be able to maintain business functions - alternative work schedules may not disrupt normal operations.
 - b) Business needs of the Bureau of Milwaukee Child Welfare are the priority and have to be appropriately met.
 - c) Case assignments will continue to be region based.
 - d) Case assignments must be equitable for all staff.
 - e) Cases will be assigned to staff in work status; staff will not be assigned cases on their off day or during periods of time outside of their work schedule.

- 5) Program Requirements:
 - a) Participation in an alternative work pattern will be strictly voluntary and initiated only by the employee. Employees not participating in an alternative work pattern will not have their work schedules altered to accommodate any operational needs created by other employees' use of alternative work patterns unless they voluntarily agree.

- b) Requests for alternative work schedules must be submitted in writing to the assigned Region Manager or Initial Assessment / Intake Section Chief.
- c) At least 3 workers shall be eligible for an off day on each business day for the 4/40 work schedule at each Region office and at least 1 worker shall be eligible for an off day on each business day for the 4/40 work schedule at the Intake Office.
- d) Requests for alternative work schedules which are filed concurrently within the Region will be approved in seniority order.
- e) The employee must be able to begin an approved alternative work schedule as soon as the beginning of the next pay period, but no later than the beginning of the following pay period.
- f) If the request is denied, the Region Manager will provide a written reason within 7 calendar days after receiving the request to both the affected employee and the Local Union.
- g) The Regional Manager shall maintain a waiting list in date order received for alternative work schedules for denied employees, who will be provided the first opportunity to adopt an alternative work schedule when the opportunity becomes available through changes in staffing.
- h) Employees who have not received approval for an alternate work pattern will continue to work the standard hours.
- i) There will be no "bumping" of staff from established alternative work schedules.
- j) Approved absences such as sick leave, personal holidays and vacation will be charged the same number of hours as the employee would have worked under their alternative work schedule. Time sheets will be submitted reflecting the appropriate number of hours per day of paid leave for the approved absence.
- k) It is expected that employees will discuss their alternative work schedules prior to accepting a transfer within the Bureau of Milwaukee Child Welfare. There is no guarantee that an alternative work schedule will transfer.

This local agreement shall take effect upon signature of all parties and shall expire upon the termination of the 2005-2007 Master Agreement unless extended by agreement between representatives of AFSCME, Council 24, WSEU and the State of Wisconsin, represented by the Office of State Employment Relations.

The parties may by mutual agreement amend or add to this agreement during its term. All addenda to this agreement shall be signed and ratified by the parties and shall be incorporated herein as though originally negotiated by the parties as a provision of this agreement, except that addenda may not take effect until the date they are signed by the parties. The parties, whose signatures appear below, have the authority to bind the Employer and the Local Union to the terms and conditions of this local agreement.

For the Local:

Tom Corcoran 11-27-07
Tom Corcoran Date
Local 2748, WSEU
AFSCME Council 24

For the Employer:

Denise Revels Robinson 11/27/07
Denise Revels Robinson Date
Director,
Bureau of Milwaukee Child Welfare