

LOCAL AGREEMENT - ALTERNATIVE WORK PATTERNS
(FLEXIBLE TIME NON-STANDARD WORK WEEK)
DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF VOCATIONAL REHABILITATION

This is a Local Agreement regarding alternative work pattern scheduling between Local 2748, WSEU, AFSCME Council 24 (hereinafter the "Local") and the Department of Workforce Development, Division of Vocational Rehabilitation (hereinafter the "Employer"). It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article VI, Section 17 of the Master Agreement. This agreement does not supersede, but rather expands upon the umbrella alternative work pattern local agreement between Local 2748, WSEU, AFSCME Council 24 and the Department of Workforce Development signed on January 13, 2009.

The Department of Workforce Development/Division of Vocational Rehabilitation recognizes the value and benefits of alternative work patterns (schedules). In the furtherance of this recognition, the division adopts the policy of implementing and encouraging work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Division of Vocational Rehabilitation and the Local Union.

1) Hours of Work:

- a) Division of Vocational Rehabilitation business hours are 7:45 AM to 4:30 PM, Monday to Friday.
- b) Staff will be allowed to request work hours between 6:00 AM and 6:00 PM providing there is adequate staff coverage for business and operational requirements.
- c) The maximum hours an employee can work in a day is limited to 10 hours.

2) Employee Participation:

Any employee covered by this agreement may request an alternative work schedule under the following conditions:

- a) To be eligible for a 4 ten hour day alternative work schedule staff must have completed the entire probationary period.
- b) The regular work schedule of a probationary employee shall be at the discretion of the manager and reflect the manager's assessment of the probationary employee's skills and ongoing need for technical assistance and the availability of such technical assistance.

c) The regular work schedule of an employee who is on a work improvement plan shall be at the discretion of the manager and reflect the manager's assessment of the ongoing need for technical assistance and the availability of such technical assistance.

3) Schedules:

a) Approved hours of work will be adjusted only with supervisor approval.

b) Alternative work schedules may be temporarily suspended for business and operational needs (paragraph 6/17/4 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 WDA's have to be able to maintain business and operational functions - alternative work schedules may not disrupt normal operations.

b) Business and operational needs of each Workforce Development Area/Division of Vocational Rehabilitation are the priority and have to be appropriately met.

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 Workforce Development Area DVR Manager or their designee.

c) Requests for alternative work schedules which are filed concurrently within the WDA will be approved in seniority order.

d) 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.

e) If the request is denied, the WDA DVR Manager or designee will provide a written reason within seven (7) calendar days after receiving the request to both the affected employee and the Local Union.

f) The WDA DVR Manager or designee 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.

g) Employees who have not received approval for an alternate work pattern will continue to work the standard hours.

h) There will be no "bumping" of staff from established alternative work schedules.

i) 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. Payroll and Time Distribution (PTA) entries will be entered in reflecting the appropriate number of hours per day of paid leave for the approved absence.

j) It is expected that employees will discuss their alternative work schedules prior to accepting a transfer within the Workforce Development Area. There is no guarantee that an alternative work schedule will transfer.

6) Conflict Resolution:

If a conflict in schedules arises and the involved employees are not able to resolve it, the supervisor shall resolve it in favor of the employee with the most seniority.


Vacation requested a minimum of 11 workdays in advance shall take precedence over flextime/alternative work pattern schedules.

This local agreement shall take effect upon signature of all parties and shall expire upon the termination of the 2008-2009 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:


Dave Kopplin
President, Local 2748

9-3-09
Date

For the Employer:


Manuel Lugo
Deputy Administrator, DVR

8/27/2009
Date