

**ALTERNATIVE WORK HOURS FOR  
UNEMPLOYMENT BENEFIT SPECIALISTS  
IN THE BENEFIT OPERATIONS BUREAU  
ADJUDICATION CENTERS  
UI DIVISION  
DEPARTMENT OF WORKFORCE DEVELOPMENT**

**SCOPE OF AGREEMENT**

This agreement between Local 2748 and the Bureau of Benefit Operations Adjudication Centers is the localized Alternative Work Pattern Agreement for Unemployment Benefit Specialists employed within that bureau. This agreement supersedes any previous agreements.

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article XIII of the agreement between the State of Wisconsin and AFSCME, Council 24, Wisconsin State Employees Union, AFL-CIO for the period covered by the Master agreement which expires **June 30, 2009**, and consistent with the contractual authority herein.

The parties acknowledge that the agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties which exists between them relative to the subjects identified in the Master Agreement.

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

**POLICY**

The Bureau of Benefit Operations in a manner consistent with the needs of state services, the public we serve, and the UI Division goals and objectives, offers alternative work pattern schedules that differ from standard work schedules for employees.

Within the parameters set forth in this agreement, the Bureau of Benefit Operations will approve an employee's request to schedule his/her working hours to an alternative pattern as long as such request maintains maximum employee and organizational productivity; does not disrupt the continuity of office service to the public and internal staff during standard hours; and is consistent with the proper administration of the office program goals, productivity, timeliness and quality objectives. Management may establish non-standard work schedules for some positions to meet unique functional or workload requirements. Alternative schedules shall not increase the expense of the UI Division over standard hours work schedules.

All alternative work patterns covered by this agreement are subject to supervisory approval and are as follows:

**A. NON-STANDARD WORK HOURS**

A non-standard work hours schedule is a pre-scheduled fixed continuous schedule of hours that deviates from the standard schedule of hours. A non-standard schedule becomes an employee's regular daily schedule of work hours.

**B. FLEXTIME (FLEXIBLE) HOURS SCHEDULE**

A flextime schedule deviates from either a standard or non-standard hours schedule. Flextime hours allow for alternative time of arrival or departure from work.

**C. ALTERNATIVE WORK HOURS REQUESTS**

Any employee wanting to start or change his/her work schedule will submit their proposed schedule to the unit supervisor by the first Tuesday of the pay period prior to the pay period of the altered schedule. The unit supervisor will approve or disapprove the schedule by the close of business on the Thursday of the same week. All requests and any denials will be in writing.

**ELIGIBILITY**

All Bureau of Benefit Operations Unemployment Benefit Specialists assigned to an Adjudication Center may elect to participate. Employees requiring close supervision, such as probationary employees or an employee on a work improvement plan, are eligible to work an alternative work plan within the scheduled work hours of their unit supervisor or leadworker, or at the discretion of the unit supervisor and reflects the unit supervisor's assessment of the ongoing need for technical assistance and the availability of such technical assistance.

**HOURS**

The Bureau's Adjudication Centers are accessible via phone to the public Monday through Friday from 7:45 a.m. to 4:30 p.m. All staff will have a pre-scheduled fixed continuous schedule of hours within the following guidelines from which an ad hoc flexible schedule may deviate.

**A. STANDARD HOURS**

Standard work hours for Unemployment Benefit Specialists are 7:45 a.m. until 4:30 p.m.

**B. NON-STANDARD HOURS**

All Unemployment Benefit Specialists may request a fixed permanent work schedule for non-standard hours beginning not earlier than 6:00 a.m. and ending no later than 6:00 p.m. Lunch breaks are not required. Hours scheduled per day shall not exceed ten. During weeks which include a holiday, inservice training, or out of office meetings, the hours of work shall be arranged to avoid loss of pay or overtime situations.

**C. FLEXIBLE TIME**

The use of flex time to accomplish four 10-hour day work weeks is permitted.

Work hours scheduled per day shall not exceed 11 including any overtime hours worked.

**RULES**

These rules are the basis for the Bureau of Benefit Operations alternative work plan. They do not rescind or override any other rules of DWD or the Unemployment Insurance Division or the applicable labor contract.

In its continuing interest for staff health and safety, the Bureau of Benefit Operations requires that staff working in an Adjudication Center after 5:00 p.m., be accompanied by at least one other staff person, or submit a written verifiable plan that another responsible person will check on their safety and exit from the office. The last staff to leave the office assumes the responsibility for securing the facility and using only the designated "exit" door after 4:30 p.m.

Alternative work plans may be changed because of unforeseen workload requirements. Permanent schedule changes (standard/non-standard) will not affect approved flex schedules, in the pay period in which the change occurs.

**A. PERMANENT WORK SCHEDULES**

A regular work schedule of more than 10 hours per day will not be permitted.

**ADJUDICATOR (UBS-2 OR 3)**

The permanent work schedules for an adjudicator (UBS-2 or 3) who is meeting standards may begin as early as 6:00 a.m. and end as late as 6:00 p.m.

The regular work schedule of a UBS-2 or 3 may include 4 ten-hour days between the hours of 6:00 a.m. and 6:00 p.m. All UBS-2's or 3's in an Adjudication Center may participate in a 4-day regular work schedule providing not more than 30% select the same weekday as the day removed from their work schedule.

**TRAINEE (UBS-1)**

The regular work schedule for the trainee (UBS-1) shall be at the discretion of the unit supervisor and reflect the unit supervisor's assessment of the trainee's skills and ongoing need for technical assistance and the availability of such technical assistance.

**LEADWORKERS**

The regular schedule of the leadworker may include 4 ten-hour days between the hours of 6:00 a.m. and 6:00 p.m. at the discretion of the unit supervisor. When the leadworker is assigned to train UBS-1 trainees, the leadworker's regular work schedule shall complement the schedule of the unit supervisor and other leadworkers, so that the availability of technical expertise is maximized.

The work schedule of the leadworker shall be adjusted in advance to provide coverage during known absences due to conferences, training sessions or vacations, insofar as such adjustments do not create a real hardship for the affected employee.

The minimum coverage for UBS leadworkers for each Adjudication Center between 7:45 a.m. and 4:30 p.m. is as follows:

Present	Appleton, Eau Claire and Madison	Minimum of 1
Present	Milwaukee	Minimum of 2

**B. FLEXTIME WORK SCHEDULES**

The use of flextime scheduling is optional for any Unemployment Benefit Specialist and must, if used, be initiated by the employee. Unit supervisors may require written requests for their approval. Seniority will be applied to requests which are received pursuant to item C of the Policy section of this agreement. (Later ad hoc requests will be dealt with based on office needs.)

Such requests shall be allowed by the unit supervisor insofar as the following criteria are present:

1. Does not conflict with already scheduled disputed claim interviews for the employee.
2. Does not reduce the workload assignment required of the employee for the week.
3. Does not create an overtime payment situation or FLSA violation.
4. Does not otherwise adversely affect office's ability to respond to known workloads.

Criteria 1 and 2 may be satisfied for "later ad hoc requests" by the willingness of an equally qualified (same or higher classification) employee to cover for the employee. The employee requesting the flextime accommodation for "later ad hoc requests" must arrange for such substitute coverage. The unit supervisor shall not change the work schedules of other employees to accommodate a flextime request. If such a need exists, the employee shall seek a permanent schedule change.

Whenever the flextime or alternative work hours schedule of an employee is modified after the start of a work week, 1) the employee shall not be

disadvantaged. If the employee would work more than 40 hours, then such time will be management-directed overtime. 2) No such schedule change shall preclude the employee's working 40 hours. The employee may elect to use leave to fill out the work week.

Before or after an absence which qualifies for sick leave (in the week in which the absence occurred), an employee shall be allowed to flex as an alternative to charging sick leave only to the extent that the regular work of the employee exists.

**CONFLICT RESOLUTION**

If conflicts in schedules arise, and the involved employees are not able to resolve it, the unit supervisor shall resolve them 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.


**DURATION OF AGREEMENT**


The parties agree to ongoing review and discussion of this Local Agreement. If the Master Agreement is extended, this Local Agreement will also be extended until the signing of a new Master Agreement.

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.

**APPROVALS**

  
\_\_\_\_\_  
David Kopplin                      Date  
Local 2748 AFSCME                      1-28-10

  
\_\_\_\_\_  
Lutfi Shahrani                      Date  
Benefit Operations Bureau                      2/12/10

