

LOCAL AGREEMENT - TRANSFER PROCESS

This is a Local Agreement regarding the transfer process between Local 2748, WSEU, AFSCME Council 24 (hereinafter the Local) and the Department of Workforce Development (hereinafter the Employer).

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Article VII of the agreement between the State of Wisconsin and AFSCME Council 24, Wisconsin State Employees Union, AFL-CIO effective through June 2009 (hereinafter Master Agreement), consistent with the contractual authority therein.

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 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.

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.

Pursuant to and incorporating the provisions of Article 7, Section 1 of the Master agreement, the parties have agreed to the following:

1. The posting process will continue to involve both registration and individual postings.
2. The registration process is where the individual WSEU represented employee may fill out a DWD Transfer Form and pre-register for a future vacancy. This form will stay on file for six (6) months from the time of receipt in DWD Human Resource Services, when it will be purged. Prior to purging, the employee will be given approximately one month's notice with an opportunity to re-register. In order for the employee to continue to keep his/her registration active, he/she must re-register.
3. The posting process consists of DWD Human Resource Services listing WSEU vacancies on the DWD WorkWeb.
4. In determining which employee is eligible for transfer, names of employee(s) from both those who register and those who post will be merged. In addition to the provisions of 7/1/1, when the employer determines that a position in this bargaining unit is in an approved progression series and the agency determines that the position may be filled at the same or different levels in the series, the position shall be posted at all appropriate levels in the progression

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series. The employee, in the class (or classes) posted, with the most seniority, will be the eligible employee for the transfer.

This agreement pertains to the following classifications:

- Equal Rights Officer - Entry, Journey, Senior
- Unemployment Benefit Specialist 1, 2, 3
- Unemployment Insurance Collections Specialist - Entry, Intermediate, Senior
- Unemployment Tax and Accounting Specialist - Entry, Intermediate, Senior
- Worker's Comp Specialist 1, 2

A request to post a vacancy at a single rather than multiple levels will be made by DWD Human Resource Services to the union prior to the posting. The request for and decision regarding the posting will not delay or otherwise affect the posting of the vacancy in question.

5. Transfers will take place in accordance with Article 7 of the WSEU agreements.
6. The Local will place a copy of the "DWD Employee Request for Transfer or Reinstatement" form under the area where DWD transfer opportunities are posted to inform employees of the proper form to use. Management will provide the forms to the designated Union Representative for this purpose. This form will have the correct mailing address on it.

This Local Agreement shall take effect upon the signature of all parties and shall expire upon the termination of the 2007-2009 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. Upon termination, all obligations are automatically cancelled.

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:

Paul Kovach 1-13-09
Date

For the Department:

Jim LaFond 1/2/09
Date

Date