

Commonwealth of Pennsylvania

Governor's Office of Administration

December 6, 1996

Subject: Alternate Work Schedule (AWS) Policy and Procedures and
Draft AWS Standardized Language

To: ALL PERSONNEL OFFICERS OF ALL DEPARTMENTS,
INDEPENDENT ADMINISTRATIVE BOARDS AND
COMMISSIONS, AND OTHER STATE AGENCIES
UNDER THE GOVERNOR'S JURISDICTION

From: Charles T. Sciotto *Charles Sciotto*
Deputy Secretary for Employee Relations

The primary purpose of this correspondence is to establish Commonwealth policy and procedures regarding alternate work schedules (AWSs) for agencies under the Governor's jurisdiction.

The **finalized Commonwealth AWS Policy and Procedures** establishes how agencies are to prepare, submit, evaluate, and terminate an AWS. **The AWS Policy and Procedures document is effective immediately.** It was developed in response to the recently revised AWS contract language and to diminish inconsistencies among agency AWS proposals and evaluations. We plan to conduct an open forum session for interested agency Personnel Officers, AWS Coordinators, Attendance Administrators, and Time Administrators to discuss any questions regarding this document and to receive comments regarding the implementation of the policy and procedures. You will be notified at a later date when and where this session will be conducted.

In addition to the AWS Policy and Procedures document, we have attached a second document on AWS standardized language for your review and comments. This **draft** document contains standardized language for a 19/20 day AWS for AFSCME rank and file employees, and incorporates the provisions contained in Article 6, Hours of Work, Section 8 of the AFSCME Master Agreement effective July 1, 1996. The draft was developed in response to the new contract language that discusses the establishment of standardized language, as well as to improve consistency in the documents submitted by agencies in order to make the OA review process less time consuming and more effective. When fully implemented, the use of standardized AWS documents will ensure consistency among agencies and make the preparation, review, and evaluation process more efficient because agencies will not have to develop language each time a proposal is prepared.

With the standardized language document, agencies will need only to identify the appropriate scheduling configuration(s), fill in the blank areas of the document, select language based on the options provided, and forward the proposed AWS to the OA with certifications and rationale for approval. Note that the underlined language contained in parentheses in the attached standardized document merely provides direction for using the document. These instructions would not be part of the finalized AWS proposal.

Comments related to the draft standardized language document should be forwarded to Art Duprat, Chief, Personnel Management Review Division, 513 Finance Building, by **December 27, 1996**. The document will be presented to AFSCME for discussion and then finalized. Later, we will prepare draft language for other common AWS configurations (e.g., 4/5 and 9/10 day schedules), for first-level supervisory employees, and for certain other unions.

Please proceed to use the finalized Alternate Work Schedule Policy and Procedures with all AWS actions. Questions and comments should be addressed to John A. Soubik in the Personnel Management Review Division. The PMR Division may be contacted by telephone at (717) 787-8575, by fax at (717) 772-3153, and by electronic mail at JSOUBIK@OABOP.CMICPO1.STATE.PA.US.

Attachments

cc: Secretary Paese
Director, Bureau of Labor Relations
Director, Bureau of Affirmative Action
Director, Bureau of State Employment
Division Chiefs in the Bureau of Personnel
Director, Bureau of Commonwealth Payroll Operations

ALTERNATE WORK SCHEDULE (AWS) POLICY and PROCEDURES

Definitions

Alternate work schedules are referred to using various terms, and inconsistent use of these terms can create confusion. Therefore, the following are the terms and definitions which should be used during discussions and in correspondence regarding AWS:

Standard Work Schedule -- A work schedule generally consisting of a single five-days per week, 7.50 or 8.00 hours per day work shift (5 out of 7 days schedule), which conforms to the official operating hours of the agency as approved by the Executive Board. However, as permitted by contract, a standard work schedule also may consist of any 10 days in a pre-established 14 days schedule.

Staggered Work Hours -- A work schedule consisting of multiple five-days per week, 7.50 or 8.00 hours per day work shifts (5 out of 7 days schedule), with various specified beginning work times and corresponding ending work times from which employes may be assigned or may request. Although different starting/ending times are available, the employe's starting/ending time does not vary from day to day.

Flex-Time -- A work schedule wherein employes work five days per week, 7.50 or 8.00 hours per day, but may vary their beginning and ending work times on a daily basis around pre-established core hours.

Alternate Work Schedule (AWS) -- A pre-established work schedule that permits employes to work pre-established additional hours (beyond the normal 7.50 or 8.00 hours per day) on certain work days during a cycle period (e.g., week, pay period, month) in order to accumulate a pre-established day or part of a day off during that cycle.

Policy

Overview --

All alternate work schedules must be approved by the Office of Administration (OA) in

advance of their use. Operational needs and client service must be the primary factors considered when determining the need for an AWS. AWSs that do not appear to have been developed with consideration of operational need and/or client need will not be approved by the OA. An AWS must increase operational efficiency and/or client service. Merely maintaining operational efficiency and/or client service at current levels or at levels existing before the AWS was begun is not sufficient reason to implement a new AWS or continue an existing AWS, unless the AWS is required as a reasonable accommodation pursuant to the Americans With Disabilities Act. If staggered work hours can achieve the same or similar goal(s) as that of the proposed AWS or existing AWS, then staggered work hours should be considered in lieu of an AWS.

Approval Criteria –

- A. AWS and flex-time arrangements must be submitted and approved by the agency and the Office of Administration prior to being implemented. An exception to the requirement of OA approval are those temporary schedules with fixed ending dates that apply to an individual, such as for educational purposes.
- B. Staggered work hour arrangements do not require OA approval as long as they are deemed reasonable by the agency. Adequate staff coverage must continue to exist for the entire official operating hours of the agency.
- C. Agencies must certify, with a reasonable degree of certainty, that each AWS will improve the unit's operational efficiency and/or service to its clients. This certification in the transmittal memorandum to the OA must include an explanation of the basis upon which the certification of improved operational efficiency or client service is made. This requirement applies to all new AWS proposals, as well as those AWS documents approved prior to July 1, 1996 when these AWS arrangements become due for evaluation.

An AWS cannot increase costs of operation or current complement, impair the ability to meet criteria for accreditation and/or certification, or adversely impact on operational efficiency or standards of service. Agencies should be sensitive to public perceptions and potential criticism an AWS may produce.

- D. Agencies are to use standardized language whenever possible when submitting an AWS to the OA for approval. This language is available from the OA Personnel Management Review Division at 787-8575. When other than standardized language is requested, the transmittal memorandum to the OA must identify where in the proposed AWS the non-standard language appears and why the non-standard

language is appropriate.

- E. Agencies must identify in the transmittal memorandum to the OA the criteria they will use to measure operational efficiency and/or client service when evaluating the AWS. Examples of criteria that may be appropriate are paid and unpaid sick leave utilization, overtime utilization, and work output (e.g., the number of cases/projects successfully completed or number of clients served).
- F. An AWS may not contain an unreasonable number of work schedules. The agency and the OA will determine during the review process whether the number of schedules submitted is reasonable taking into account such factors as are described in Paragraph "C" above. In general, fewer work schedules are preferred.
- G. No additional employment benefits may accrue to any employe by virtue of working an alternate schedule. This means that the terms of an AWS may not cause an employe to receive greater wages, leave entitlements, or other benefits than would be received by an employe who is not on that AWS.
- H. An AWS cycle should commence at the beginning of a pay period.
- I. An existing AWS may continue pending OA approval of the six-month or annual evaluation unless the agency is specifically notified otherwise.

Procedures

Agency Responsibilities --

- A. Designation and Responsibility of AWS Coordinator -- All agencies that use alternate work schedules must designate a central AWS Coordinator and notify the OA Personnel Management Review Division of the coordinator's name, interoffice mailing address, and telephone and fax numbers. AWS Coordinators will ensure that changes which may be required by the OA to agency AWS proposal documents are incorporated into the document **prior** to securing signatures and implementation. Coordinators will ensure that AWS evaluations are completed and forwarded to the OA in a timely manner.
- B. AWS proposals and evaluations should be reviewed by the agency's Attendance Administrator and/or Time Administrator to ensure conformance to agency leave, pay, and other related policies.

- C. Only agency AWS Coordinators, designees, Attendance Administrator and/or Time Administrator, Personnel Officers, and union Business Agents should contact the OA with inquiries regarding specific proposals and evaluations. Individual managers, supervisors, and employees who have an interest in a particular AWS should not contact the OA regarding its status. Questions from individual employees or local union representatives should be handled by agency staff or referred to the OA through the agency's central AWS Coordinator.
- D. Agencies are to work with their organizational units when there is an identified need to assist in the development of an AWS and to review and ensure that each AWS meets the established goals and criteria.
- E. Agencies are to hold managers and supervisors accountable for ensuring that participating employees are productive during their selected schedule. That is, an employee's AWS shift should not include periods outside the unit's standard work hours unless adequate supervision will be available and unless the employee will be able to perform the same or equivalent tasks during the extended hours as he/she performs during standard work hours. It also is particularly important that client service, such as telephone calls and/or walk-in service, is available during all hours the unit is open.
- F. Agencies must maintain a log, preferably automated, that contains, at least, the following essential identifying information about each AWS: Worksite Name; Union(s); AWS Type (e.g., 9/10, 19/20, individual); Types of Participants (e.g., Rank and File, Supervisors); Bargaining Unit Code(s) of Participants; County Code of the Principal Location; Date Implemented; and Date Last Evaluated.

Each AWS proposal and evaluation cover memorandum submitted to the OA **must** contain in bold type the information listed above. Sample entries would look like the following:

Philadelphia CAO; PSSU; 4/5; R/F; F4; 51; 01/09/95; 06/30/96

- G. AWS proposal documents submitted to the agency AWS Coordinator and then to the OA **should not** contain signatures until written approval from the OA is received and necessary changes have been incorporated into the document.
- H. AWS proposal documents should contain page numbers for more efficient review.
- I. After each AWS proposal has been signed and implemented, agencies are to provide the OA and the Office of the Budget, Bureau of Commonwealth Payroll Operations,

a copy of the signed document and the date the AWS was implemented. The document should be duplexed to conserve paper and filing space. Also, the transmittal memorandum with the copy to the OA is to include the dates when the initial six-month and subsequent annual evaluations will be due.

Monitoring and Evaluating AWSs --

- A. When evaluating an AWS, the agency must document how the evaluation criteria reported in the initial AWS proposal were met.
- B. Each AWS **must** be continuously monitored by local management. An evaluation must be prepared after six months for newly implemented AWSs and then annually thereafter. Annual evaluation periods should end on the nearest calendar quarter end date and be submitted to the OA within two months of the evaluation period's ending date.

As an example, if an AWS is implemented on July 20, the initial six-month evaluation period would be July 20 through January 19 (or the date closest to the end of a work week or AWS cycle), and due in the OA by March 19. The first annual evaluation period then would be January 19 through December 31, and due by February 28. The next year's and subsequent years' evaluation periods would be January 1 through December 31, with a due date of February 28.

- C. All AWS evaluations must contain the following information:
 - 1. Data and discussion on the following for AWS participants **and similar data for the work unit prior to the establishment of the AWS** in order that the data may be compared
 - a) leave misuse/abuse (e.g., tardiness, extended breaks/lunch periods, leaving early, leave without pay usage)
 - b) sick leave usage
 - c) overtime usage
 - d) number and severity of accidents (as a result of working extended hours under an AWS, employees may become more prone to accidents due to fatigue or other situations)
 - e) employe productivity and quality analysis based upon pre-established criteria described in the OA transmittal memorandum included with the AWS proposal (Approval Criteria, Paragraph "E"); and
 - f) any other pertinent factors.

2. Statement(s) wherein local management and the agency certify, with a reasonable degree of assurance, that the AWS has and will continue to improve operational efficiency and/or service to clients. An explanation of how/why improvement to operational efficiency and/or client service result from the AWS must be included.
3. Statement(s) wherein local management and the agency certify and explain, with a reasonable degree of assurance, that the AWS has not and will not increase costs of operation or increase current complement, impair ability to meet criteria for accreditation and/or certification, adversely impact on operational efficiency or standards, or contain an unreasonable number of work schedules.

If the data comparing AWS-scheduled employes to similar data for the work unit prior to the establishment of the AWS demonstrates that the AWS has had an adverse impact or if local management and the agency are unable to provide the certifications required by Paragraphs "C. 2." and "C. 3." above, then the agency must terminate the AWS in accordance with contractual provisions. Staggered work hours may be considered for employes removed from an AWS.

- D. Supervisory personnel who participate in a subject AWS should not conduct the evaluation of that same AWS.

Terminating an AWS —

- A. An agency must proceed as outlined below to cancel an AWS when the goals or conditions of the AWS are not being met or when the criteria used to initiate the AWS have materially changed.
 1. Notify the OA in writing of proposed AWS terminations prior to notification to the union and include a brief explanation of the reason(s) for the termination.
 2. Comply with contractual requirements relative to the cancellation of an AWS, including providing the union with not less than 15 days notice of the proposed cancellation.
- B. Agencies must notify the OA and the Office of the Budget, Bureau of Commonwealth Payroll Operations, in writing of those AWSs which ultimately are terminated. The agency should include the identifying information noted in Procedures, Paragraph "F", above.

INTRODUCTION

1. This understanding is entered into between (organizational entity), of the (agency name) and the American Federation of State, County, and Municipal Employees (AFSCME), District Council ____ for the exclusive purpose of applying the provisions of Article 6, Section 8 of the Master Agreement between the Commonwealth and AFSCME.

2. The goal of this understanding is to improve the quality of work life of employes and improve the Employer's operational efficiency and/or service to its clients. It is agreed and understood that the Commonwealth will not be required to expend additional funds, add additional staff or budget for additional costs in order to comply with the conditions of this understanding. Further, there shall be no impairment of operational efficiency, jeopardizing of accreditation, or deleterious impact on standards of service (provisions of care, etc.) posed by implementation of this understanding, nor shall this understanding provide for an unreasonable number of schedules. No additional benefits are to accrue to employes as a result of this alternate work schedule.

3. It is recognized that this understanding arises within the context of "meet and discuss", and all discussions conducted shall be in accordance with meet and discuss provisions of the Agreement.

4. Employes eligible for participation in the alternate work schedule are

(identify by bargaining or supervisory unit* status, class, work location; e.g., all permanent, full-time A1 unit employes in the York Regional Office (or) all permanent, full-time Physical Therapy Aides 1 and 2 in the Long Term Care Unit).

(*NOTE: Insert alpha/numeric code, e.g., A1 (for clerical, non-supervisory), A2 (for clerical, first-level supervisors), etc.)

Employes may not participate in alternate scheduling during their contractual initial hire and promotional probationary periods with the Commonwealth. Management may authorize exceptions to this requirement for valid reasons.

5. Staggered Work Hours - It is understood that a staggered work hours schedule is not an alternate work schedule and that the decision to establish/continue a staggered work hours schedule is exclusively the Employer's and not subject to the terms of Article 6, Section 8 or this understanding. A "staggered work hours schedule" for purpose of this understanding is a schedule in which employes work 7 1/2 consecutive hours per day (exclusive of a meal period) for five (5) consecutive days in a work week. In a staggered work hours schedule, shift starting/ending times are varied so that, for example, some employes may be scheduled to work 7:30 a.m.-3:30 p.m., others 8:00 a.m.-4:00 p.m., others 8:30 a.m.-4:30 p.m., etc. A staggered work hours schedule, when established, is governed by the provisions of Article 6, Hours of Work, exclusive of Section 8.

6. The schedule will be implemented on a six-month trial basis from _____ to _____. The parties recognize that an evaluation will be conducted by management at the conclusion of the trial period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria and will be submitted for approval to the agency and Office of Administration before an extension can be authorized.

If the schedule is continued, management will thereafter conduct an ongoing review of these elements on a biweekly basis, as well as conduct an annual review to ensure there is continued improvement in operational efficiency and/or service to clients. The results of the annual review shall be reported to the agency and the Office of Administration.

Increased costs or other adverse impact, or failure to achieve the goal of this understanding set forth in Paragraph 2, will be grounds for management at any time to exercise its option to terminate this schedule as provided in the Termination section of this understanding. The Union may submit a dispute over the decision to terminate to the resolution process provided in Article 6, Section 8 of the Master Agreement.

HOURS OF WORK

1. The "standard" schedule will continue to be (describe the standard schedule, e.g. Monday through Friday, 8:30 a.m. to 5:00 p.m. with one hour unpaid lunch). Employees who do not participate in an alternate work schedule will continue with their current schedule (describe current schedules if other than "standard" schedule are available), subject to the provisions of Article 6, Section 5.
2. (NOTE: When developing this AWS, management and the union shall set forth the shift schedule options that will be available. Examples of 19/20 day schedules are set forth in Paragraph 8 of this "Hours of Work" section. The examples apply to employees whose standard schedule is Monday through Friday, 37.5 hours per week. Keep in mind, however, that the schedules described in Paragraph 8 are only examples; they may not be implemented unless the goal and conditions set forth in "INTRODUCTION, Paragraph 2" will be met.

The parties must agree upon the shifts that will be available to employees. Absent agreement, the issue may be submitted to the resolution process described in Article 6, Section 8.)

OPTION 1 (Staggered Work Hours Schedule)

Employees may be assigned or select from the following schedules* that consist of 7.5 work hours each day (37.5 hours per week) with an unpaid meal period as indicated. These schedules may be adjusted by management

in accordance with the provisions of Article 6, Section 5.

*[Other starting/quitting times may be assigned or selected consistent with the goal and conditions set forth in "INTRODUCTION, Paragraph 2".]

EXAMPLE:

One-half Hour Meal Period

Monday through Friday

7:30 a.m. to 3:30 p.m.

8:00 a.m. to 4:00 p.m.

8:30 a.m. to 4:30 p.m.

9:00 a.m. to 5:00 p.m.

One Hour Meal Period

Monday through Friday

7:30 a.m. to 4:00 p.m.

8:00 a.m. to 4:30 p.m.

8:30 a.m. to 5:00 p.m.

9:00 a.m. to 5:30 p.m.

OPTION 2

Eligible employes may select an alternate work schedule that allows them to work eight (8) hours per work day (with a 1/2 hour unpaid lunch) for three full weeks (15 work days) and 7.50 hours (with a 1 hour unpaid lunch) for one week (4 work days). Each work week will consist of four or five consecutive work days, as appropriate, in a pre-established schedule. Either Monday or Friday during the four day week will be a non-scheduled work day. The selection of the non-scheduled workday is subject to management's approval. This selection shall occur when the

employee requests one of the schedule options defined at the end of this section. Adjustments to the non-scheduled work day will be considered but will be approved solely at the discretion of management.

(NOTE: Insert here the schedule for OPTION 2. See Paragraph 8 for example.)

OPTION 3

Eligible employees may select an alternate work schedule that allows them to work eight hours per work day for three full weeks (15 work days) and 7.50 hours for one week (four work days), with a 1/2 hour unpaid meal period each day. Each work week will consist of four or five consecutive work days, as appropriate, in a pre-established schedule. Either Monday or Friday during the four day week will be a non-scheduled work day. The selection of the non-scheduled workday is subject to management's approval. This selection shall occur when the employee requests one of the schedule options defined at the end of this section. Adjustments to the non-scheduled work day will be considered but will be approved solely at the discretion of management.

(NOTE: Insert here the schedule for OPTION 3. See Paragraph 8 for example.)

3. At the same time as employees select their alternate work schedule, they shall also request approval for a reversion schedule from among those

schedules listed in Paragraph 1, above. The reversion schedule is the schedule which shall be in effect for the employe for any period during which the alternate work schedule is not in effect.

4. Employes selecting any of the schedules set forth in Paragraph 8 below shall continue to receive a paycheck for 75 hours in each biweekly pay period, even though employes will work as little as 70 hours and as much as 80 hours in consecutive pay periods. It is clearly understood by both parties that employes will continue to receive compensation for 75 hours each pay period, but will work fewer actual days (19 out of 20). An employe not in compensable status for 150 hours in this four (4) week period shall be entitled to compensation only for the hours in compensable status.

5. Employes who either are separated from employment or who are absent from work as a result of a work-related injury/recurrence prior to receiving their non-scheduled work day off in the short week shall be compensated at their regular hourly rate for all hours worked (but uncompensated) in excess of 7.5 hours per day or 75 hours per pay period during the current 20 day cycle.

Employes who receive their non-scheduled work day off in the short week and who either are subsequently terminated from employment or who are absent from work as a result of a work-related injury/recurrence before completing the current 20 day cycle shall reimburse the Employer for all

hours compensated but unworked.

6. Management reserves the right to adjust schedules for emergencies and/or other operational reasons, and when adjusted, Article 6, Sections 5 and 7, and Article 20, Section 1, are waived.
7. It is understood that Article 6, Sections 1, 3, and 7 are waived under the terms of this alternate work schedule.
8. (The schedules which follow are examples of alternate work schedules which may be established, subject to the proposed schedule meeting the goal and conditions set forth in "INTRODUCTION, Paragraph 2.")

EXAMPLE - OPTION 2*

<u>Week 1, 2, and 3 (five days)</u>	<u>Week 4 (4 days)</u>
A1 7:30 a.m. to 4:00 p.m., Monday through Friday-1/2 hour lunch**	Monday off/7:30 a.m. to 4:00 p.m., Tuesday through Friday-1 hour lunch
A2 8:00 a.m. to 4:30 p.m., Monday through Friday-1/2 hour lunch**	Monday off/8:00 a.m. to 4:30 p.m., Tuesday through Friday-1 hour lunch
A3 8:30 a.m. to 5:00 p.m., Monday through Friday-1/2 hour lunch**	Monday off/8:30 a.m. to 5:00 p.m., Tuesday through Friday-1 hour lunch
B1 7:30 a.m. to 4:00 p.m., Monday through Friday-1/2 hour lunch**	Friday off/7:30 a.m. to 4:00 p.m., Monday through Thursday-1 hour lunch
B2 8:00 a.m. to 4:30 p.m., Monday through Friday-1/2 hour lunch**	Friday off/8:00 a.m. to 4:30 p.m., Monday through Thursday-1 hour lunch
B3 8:30 a.m. to 5:00 p.m., Monday through Friday-1/2 hour lunch**	Friday off/8:30 a.m. to 5:00 p.m., Monday through Thursday-1 hour lunch

* (Other starting/quitting times may be selected, as long as the goal and conditions set forth in "INTRODUCTION, Paragraph 2" are met.)

** (Work schedules under OPTION 2 may uniformly be modified to allow 1 hour for lunch in conjunction with the shift ending one-half (1/2) hour later. The extended lunch hour, if adopted, must apply to all employes and work schedules covered by this alternate work schedule at the site.)

EXAMPLE - OPTION 3

Same as OPTION 2, except that in Week 4 the lunch period is one-half 1/2 hour in length and the shift ending time one-half (1/2) hour earlier.

REST PERIODS

Employees shall be permitted an uninterrupted 15 minutes paid rest period during each 1/2 work shift, provided a minimum of three (3) hours is worked. Scheduling of rest periods will be in accordance with Article 7 of the Master Agreement. The use of rest periods before or after meal periods or at the beginning or the end of the work shift is prohibited. Any conflicting provisions of Article 7 are modified as above or waived as appropriate.

MEAL PERIODS

All employes shall be granted an unpaid meal period as set forth in the work schedules contained in "Hours of Work", Paragraph 2 which shall fall within the third and sixth hours, inclusive, of the workday unless otherwise approved by the employer or unless emergencies or operational need requires a variance. The meal periods will begin at a time established by management. All meal period requests require management approval and may be adjusted by management for operational reasons. Conflicting provisions of Article 8 are modified as above or waived as appropriate.

OVERTIME

Time and one-half will be paid for work in excess of one-half hour beyond the scheduled work shift or in excess of 40 hours in a work week. It is understood that work performed on the non-scheduled workday will not be considered as work performed on a scheduled day off for purposes of determining entitlement to double time.

For equalization purposes, overtime will be considered as work in excess of the scheduled work shift. Any obstacle to management's ability to equalize is not grievable, but will be resolved through meet and discuss.

Conflicting provisions of Article 20, Sections 1, 3, and 5 are waived.

STAFFING/SCHEDULE SELECTION

1. Management shall determine the number of employes who can be accommodated into the AWS program during any scheduling period. It is understood that staffing is a management function and that the work unit must be adequately staffed on a regular basis. Adequate managerial and supervisory oversight as determined by management must be maintained. Neither managerial nor supervisory staff shall be mandated to select an AWS or required to work in a lower classification or any other unit in order that an AWS selection can be accommodated. Article 6, Sections 5 and 7 and Article 20, Section 1 are waived in the event termination of the AWS is required due to the lack of adequate managerial/supervisory oversight. Disputes arising from the application of this paragraph shall be handled through the meet and discuss process and not the grievance procedure.

2. Employes who choose to participate in the AWS program acknowledge that their work assignments may be varied to accommodate the change in hours of work. Management, however, shall not be obligated to change work assignments or location in order to accommodate employe requests for or changes to this AWS.

3. Schedules will be requested 30 days prior to the beginning of each AWS selection period.

OPTION 1

If there is more than one AWS schedule available to employes (e.g. different shift starting/ending times, different scheduled off days, etc.), employes will be given their preference in order of Master Agreement seniority within the work unit. In the event of a tie, order of choice will be determined by lot. The schedule selected will remain fixed for the six (6) month period except that in the event of a personal emergency, an employe may, with supervisory approval, revert to their pre-selected standard schedule. The provisions of Article 6, Sections 5 and 7 and Article 20, Section 1 are waived in cases of reversion.

Employes entering the work unit after the selection has occurred will, if they choose to work an alternate work schedule, be placed on the schedule where management determines the need exists. Article 6, Section 5 and Article 20, Section 1 are waived for these employes.

OPTION 2

Same as OPTION 1, plus:

The choice of schedule shall be rotated for each successive six (6) month scheduling period. That is, in the second six (6) month scheduling period, the most senior employe shall choose last and the second most senior employe shall choose first, and so on. In the third

scheduling period, the second most senior employe shall choose last, the third most senior shall choose first, and so on. Article 29, Section 11 is waived.

4. Management has the option to adjust hours when necessary for training, operational needs, and/or emergency purposes. When possible, management will inform employes of such schedule change at least 2 weeks in advance. Article 6, Sections 5 and 7 and Article 20, Section 1 are waived in the event of a schedule change made pursuant to this paragraph.

5. Employes scheduled for disciplinary suspension; for attendance at meetings, hearings, and training sessions; or for other special circumstances that cannot be accommodated within the AWS; or who are on approved military leave, civil leave, leave without pay (except injury leave without pay), etc., that cannot be accommodated within the AWS, shall revert to their pre-selected standard shift schedule during the week(s)/pay periods the suspension, special assignment or circumstance, or leave is in effect. When reversion occurs, employes shall charge annual, personal, or compensatory leave for any difference between the number of hours required to be worked under their AWS and the number of hours actually worked on their standard schedule. The provisions of Article 11, Section 3 and Article 13, Section 3 shall not be applicable to leave used for this purpose.

In effecting such reversion, there shall be no requirement to apply the

provisions of Article 6, Sections 5 and 7 and Article 20, Section 1(a).

6. Employees who are absent from work as a result of a work-related injury or recurrence of the injury shall revert to their standard schedule on the day of the injury or recurrence. In effecting such reversion, there shall be no requirement to apply the provisions of Article 6, Sections 5 and 7 and Article 20, Section 1(a).

7. In those situations where a specific need or assignment can only be met or accomplished with the use of overtime or it would otherwise be operationally inefficient if the AWS is maintained, and circumstances preclude reversion, management has the ability to adjust the employee's schedule in such fashion that addresses the need without resulting in increased cost or operational impairment. The requirements of Article 6, Sections 5 and 7, and Article 20 will not apply in these situations.

HOLIDAYS

(NOTE: When developing this AWS, the parties shall select either OPTION 1 or OPTION 2. Whichever option is selected shall apply to all employes who work an alternate schedule provided for in this understanding.

OPTION 1 - Revert to the Pre-selected Standard Schedule

Payment for an unworked holiday shall consist of 7.5 hours at the straight time rate. When a holiday occurs during the four week cycle in which a holiday falls, employes shall revert to their pre-selected standard schedule for their entire four-week cycle. The provisions of Article 6, Sections 5 and 7 and Article 20, Section 1 are waived in the event of reversion.

OPTION 2 - Continue the Alternate Work Schedule

- 1. Compensation for a Holiday Falling on a Scheduled Work Day that is Not Worked:**

A holiday falling on a scheduled work day, but on which the employe does not work, will be compensated at the straight time rate of pay in an amount equal to the number of hours in the employe's standard work shift.

2. Compensation for a Holiday Falling on a Regular Day Off (including a Non-Scheduled Work Day) that is Not Worked:

Paid time off up to a number of hours in the employe's standard shift, at the straight time rate, will be awarded for a holiday other than a special holiday falling on a regular day off, and will be scheduled by management if the employe's request cannot be granted. Article 6, Section 5 shall not apply.

3. Compensation for Work on a Holiday:

Employes who work an AWS shift on a holiday other than the day after Thanksgiving or a special holiday will be compensated for the number of hours worked equal to the number of hours in the employe's standard work shift, at one and one-half times the employe's regular hourly rate of pay, with the remaining hours worked up to one-half hour beyond the number of hours in their AWS shift paid at the straight time rate. Hours worked in excess of one-half hour beyond the number of hours in the AWS shift shall be paid at the rate of one and one-half times the employe's regular hourly rate of pay. The employe will receive paid time off for all hours worked on the holiday up to the number of hours in the employe's standard work shift.

Employes who work an AWS shift on the day after Thanksgiving or a special holiday will be compensated at their straight time rate

for all hours worked up to one-half hour beyond the number of hours in their AWS shift. Hours worked in excess of one-half hour beyond the number of hours in their AWS shift shall be paid at the rate of one and one-half the employe's regular hourly rate of pay. The employe will receive paid time off for all hours worked on the holiday up to the number of hours in the employe's standard work shift.

4. General

- a. The difference in the work hours between the standard shift and the AWS shift must be reconciled by the application of annual, personal, or compensatory leave. The use of annual, personal, or compensatory leave in this fashion shall not be subject to selection by seniority, nor shall such hours be regarded as hours worked for the purpose of computing overtime. Conflicting provisions of Article 10, Section 4 (Paragraph 2); Articles 11 and 13; and Article 20, Section 2 are waived.

- b. Leave without pay shall not be granted in lieu of using annual, personal, or compensatory leave. If annual, personal, or compensatory leave is exhausted, LWOP time will be charged and the employe may be returned at management's discretion to the standard schedule without the requirements of meet and discuss and two (2) weeks notice and without liability. Such

reversion shall not be considered discipline. Employees who revert shall be treated as set forth in Hours of Work, Paragraph 5.

- c. The parties agree to attempt to equalize holiday assignments but recognize that this schedule may preclude the strict application of Article 10, Section 7. Meet and discuss, in lieu of the grievance procedure, will be the appropriate means of resolving disputes related to holiday equalization.
- d. Conflicting provisions of Article 10, Sections 4 (paragraph 2) and 7 are waived.

LEAVE ADMINISTRATION

1. Sick, annual, and personal leave will be earned in accordance with the schedule outlined in the Master Agreement. All time that an employe is absent from work will be charged appropriately on an hour-for-hour basis.

2. Five (5) days of sick family time, as defined in the Master Agreement, shall consist of 37.5 hours. Three (3) and/or five (5) days of sick bereavement leave, as defined in the Master Agreement, shall consist of 22.5 hours and 37.5 hours respectively. Fifteen (15) days of military leave, as defined in the Master Agreement, shall consist of 112.50 hours. A personal leave, civil leave, and administrative leave day shall consist of a maximum of 7.5 hours. Due consideration will be given to each employe's request for annual or personal time to allow 3 and/or 5 full days of sick bereavement. It is understood that when annual or personal leave is used to supplement sick bereavement or sick family leave, conflicting provisions of Article 11, Sections 2 and 6 and Article 13, Sections 3 and 6 are waived.

3. Employes requesting any type of leave shall be required to note in the "remarks" section of the "Request for Leave" (STD-330) his/her starting and quitting time for the day(s) requested off.

4. Regular Leave Without Pay and Sick Leave Without Pay may be granted only

when appropriate earned leave is not available, subject to the provisions of the Master Agreement.

5. Management may deny requests for or cancel approved leave in order to assure coverage under this AWS.

6. It is understood that the AWS is not a substitute for adherence to time and attendance policies. Management shall have the right to disqualify an employe from initial or continued participation in any alternate work schedule when documented abuse of the agency's time and attendance policy has occurred or the employe's productivity has deteriorated because of having to work extended work hours/days on a continuing basis. Disqualification is not considered discipline and the provisions of Article 6, Section 5 and Article 20, Section 1 shall not apply when the employe reverts to the standard schedule. "Meet and Discuss" shall be the appropriate forum for resolution of disputes arising from such disqualifications; however, the grievance procedure will remain available for appeals of any attendant disciplinary action.

CLASSIFICATION

Employees shall be eligible for higher classification pay provided they have worked a minimum of 7.5 hours per work day in the higher classification and have worked this minimum for at least five full work days (7.5 hours per workday) during a calendar quarter. Higher classification work in excess of 7.5 hours in the same work day will also entitle an employee to the higher classification pay. Conflicting provisions of Article 27 are waived.

GRIEVANCE PROCESS

(NOTE: When developing this AWS, the parties shall select either OPTION 1 or OPTION 2.)

OPTION 1.

Disputes regarding the application, meaning, or interpretation of this understanding will be resolved exclusively through the meet and discuss process at this local level.

OPTION 2.

Disputes regarding the application, meaning, or interpretation of this understanding, except as specifically excluded, will be resolved through the grievance procedure set forth in the parties' Master Agreement.

WAIVERS

The parties recognize that all relevant contract language may not have been specifically waived in this understanding and agree that such provisions are waived to the extent that they conflict with the intent of the alternate work schedule. A dispute as to whether a particular contract provision has been waived will be resolved through the grievance process.

MISCELLANEOUS

1. The parties acknowledge that for the purpose of implementing and applying this AWS understanding, the provisions of Recommendation 44, Sections 2, 3, 4, 5, 6 and 7 are waived.

2. The parties acknowledge that this understanding does not alter or reduce any rights reserved to management either by law or the parties' collective bargaining agreement.

TERMINATION

Either party may terminate the alternate work schedule provided that 15 day written notice is given to the other party. The parties shall meet and discuss upon request regarding the reason(s) for terminating the alternate work schedule.

In the event, however, of increased costs or increased staffing needs; or in the event the operational efficiency, accreditation, certification or standards of service are adversely affected; or if emergency situations arise, management reserves the right to immediately void the AWS understanding and revert to the standard schedule. Such reversion will be free of financial or other liability, and will occur without triggering relevant requirements of Articles 6 and 20. Whenever possible, management shall meet and discuss with the union to discuss the necessity of taking such action prior to terminating the alternate work schedule. If this is not possible, management shall meet and discuss with the union as soon as possible thereafter.

Termination of this AWS is not grievable, but the Union may appeal a termination through the resolution process set forth in Article 6, Section 8.

It is agreed by the parties that these understandings are without prejudice to the contractual rights of either party, that the Master Agreement between the Commonwealth and AFSCME remains in force except as said Agreement is

modified by this alternate work schedule, and that this understanding shall set no precedent for any future action.

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