

ER 11 11/21  
@ 735

**MERIT SYSTEM BASIC UNIT  
SUPPLEMENTAL LABOR AGREEMENT  
PHHS DEPARTMENT  
WEEKEND AND HOLIDAY ROTATIONAL COVERAGE  
FOR ASSERTIVE COMMUNITY TREATMENT**

This Supplemental Agreement to the Merit System Basic Unit labor agreement is effective the 1<sup>st</sup> 21<sup>st</sup> day of ~~July~~ December, 2017~~9~~.

**WHEREAS**

1. Employees assigned to weekend and holiday rotational coverage shall provide assertive community treatment (ACT). Services offered through ACT are as defined in Minnesota Statute §256B.0622.

2. The Employer shall notify the Union of the classifications which the Department Head designates as eligible for weekend and holiday rotational coverage and standby coverage, attached hereto as Attachment A.

3. Employees providing weekend and holiday rotational coverage and standby coverage shall continue to provide assertive community treatment through their regular work duties.

4. Weekend and holiday rotational coverage will be provided at the employee's regular work location and at client locations.

5. The schedule of weekend and holiday rotational coverage and standby coverage shall be posted on a quarterly basis by the Department. Scheduling will be coordinated by Unit Supervisors. Once posted, employees will be allowed to swap and/or pick up coverage periods.

**AGREEMENT**

1. Compensation:

- a. An employee assigned to the weekend rotational coverage shall work a 6 to 8 hour period on Saturday and a 6 to 8 hour period on Sunday and shall be compensated at the employee's regular hourly rate for work time. In addition, employees shall receive a differential for said hours equal to \$4.35 per hour. Employees shall adjust their work schedule by the equivalent number of hours worked within that same workweek, unless approved by the employee's supervisor.

- b. An employee assigned to the holiday rotation shall work a 6 to 8 hour period on the holiday and shall be compensated at time and one-half at the employee's regular hourly rate for work time. In addition, employees shall receive a differential for said hours equal to \$6.00 per hour. Employees shall then adjust their work schedule by the equivalent number of hours worked within that same workweek.
  - c. When an employee assigned to the rotational coverage works a 6 to 8 hour period on Saturday or a 6 to 8 hour period on Sunday, or a 6 to 8 hour period on a holiday, said hours are credited as "hours worked" and therefore are included in the computation of hours worked for the purpose of calculating overtime compensation.
  - d. Employees assigned to the weekend or holiday rotational coverage and standby coverage may find alternative coverage from other staff which the Department Head designates as eligible for weekend and holiday rotational coverage and standby coverage.
  - e. An employee assigned to standby shall be available and able to work during the entire period of the standby assignment.
    - (1) The employee ~~shall~~ assigned to standby shall receive one (1) hour of compensatory time pay at the employee's regular rate for each eight (8) hours of standby duty.
    - (2) An employee assigned to standby called to provide assertive community treatment will be paid time and one-half (1½) the employee's basic hourly rate of pay for hours worked during the call-back rounded up to the nearest 15 minute increment. An employee assigned to standby called to provide assertive community treatment on a holiday will be paid double time (2) the employee's basic hourly rate of pay for hours worked during the call-back rounded up to the nearest 15 minute increment. Call back hours shall not be credited as "hours worked" for the purpose of calculating overtime compensation.
3. This Supplemental Agreement supersedes the following provisions from the Labor Agreement:
- a. Article 6, Section 3, which states "Hours worked includes emergency calls during off hours necessitated by client crisis, provided that such crisis

requires the employee to leave home for an hour or more, and upon supervisory approval on the following workday.”

b. Article 7, Section 6, which states “Employees shall receive a shift differential payment consisting of \$.45 per hour for all scheduled and assigned hours worked other than the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday...”

4. This Supplemental Agreement shall be attached to and considered part of the Merit System Basic Unit labor agreement. All provisions of the Merit System Basic Unit labor agreement not specifically modified herein shall continue in full force and effect for employees covered by this Supplemental Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201720

**FOR THE COUNTY BOARD**

**FOR THE UNION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Field Director, AFSCME Council 5

\_\_\_\_\_  
PHHS Department Head

\_\_\_\_\_  
President, Local 66

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Field Representative

Approved as to form and execution:

\_\_\_\_\_  
County Attorney

## ATTACHMENT A

The PHHS Department Head has identified the following job classes that may be assigned to weekend and holiday rotational coverage to provide assertive community treatment and intensive residential treatment services:

- a. Social Worker –ACT Unit
- b. Social Work (MSW) –ACT Unit
- c. Licensed Independent Clinical Social Worker – ACT Unit
- d. Other employees deemed qualified and credentialed by the respective Unit supervisors to work with the population to be served.