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**MERIT SYSTEM BASIC UNIT
SUPPLEMENTAL LABOR AGREEMENT
PHHS DEPARTMENT
WEEKEND AND HOLIDAY ROTATIONAL COVERAGE
AND ~~SECONDARY~~ ON-CALL COVERAGE**

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

WHEREAS

1. Employees assigned to weekend and holiday rotational coverage and ~~secondary~~ on-call coverage shall be available to accept and respond to telephonic or other approved communications involving reports of child maltreatment containing imminent danger. This will involve screening all reports received to assess the imminence of the danger reported and performing initial intervention or other emergency or critical services work. Reports involving imminent danger must be screened and responded to immediately and no later than 24 hours with face-to-face contact with the alleged victim(s) and their primary caregiver.

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

3. Employees providing weekend and holiday rotational coverage shall cover screening and immediate response needs as they arise and complete other regular work tasks as practical including but not limited to, the entry on SSIS of screening and intake information generated during the weekend and holiday rotational coverage.

4. Weekend and holiday rotational coverage, may be provided at the employee's regular work location, at the employee's residence or in person away from the employee's residence.

5. The Employer will provide appropriate equipment, as determined necessary by the Employer, to an employee who is assigned to weekend or holiday rotational coverage and to an employee who is assigned ~~secondary~~ on-call coverage in accord with the Employer's wireless communications and mobile work policies and operating procedures.

6. The schedule of weekend and holiday rotational coverage and ~~secondary~~ on-call coverage shall be posted on a quarterly basis by the Department. Scheduling will

be coordinated by IIU 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 7-1/2 hour period on Saturday and a 7-1/2 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 15 hours within that same workweek, unless approved by the employee's supervisor.
- b. An employee assigned to the holiday rotation shall work a 7-1/2 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 7-1/2 hours within that same workweek.
- c. An employee assigned to the ~~secondary~~ on-call coverage shall be available during the 7-1/2 hour period on Saturday, 7-1/2 hour period on Sunday and 7-1/2 hour period on the holiday and able to work during the entire period of the on-call assignment.
 - (1) The employee shall receive an on-call differential for said 7-1/2 hours equal to \$4.35 per hour on Saturday and Sunday and \$6.00 per hour on a holiday.
 - (2) An on-call employee called in to work an imminent danger case on a Saturday or Sunday will be paid at the minimum rate of two (2) hours at the employee's basic hourly rate of pay for the call-back. An on-call employee called in to work an imminent danger case on a holiday will be paid at the minimum rate of two (2) hours at time and one-half (1½) the employee's basic hourly rate of pay for the call-back. Call back hours shall be credited as "hours worked" and therefore are included in the computation of hours worked for the purpose of calculating overtime compensation.
- d. When an employee assigned to the rotational coverage works a 7-1/2 hour period on Saturday or a 7-1/2 hour period on Sunday, or a 7-1/2 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.

- e. Employees assigned to the weekend or holiday rotational coverage and ~~secondary~~ on-call coverage may find alternative coverage from other staff which the Department Head designates as eligible for weekend and holiday rotational coverage and ~~secondary~~ on-call coverage.

2. 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 6, Section 6, which states "Standby Schedule. Employees will receive one (1) hour of compensatory time for each eight (8) hours of standby duty. Standby schedules shall be determined by meet and confer between employees and their supervisor."
- c. 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..."

3. 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 _____, 2019

FOR THE COUNTY BOARD

Chairman

PHHS Department Head

County Auditor

FOR THE UNION

Field Director, AFSCME Council 5

President, Local 66

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 and secondary on-call coverage to provide initial intervention and other life safety critical human services functions where children are in crisis:

- a. Social Worker CPS – Initial Intervention Unit
- b. Social Work (CPS) (MSW) – Initial Intervention Unit
- c. Other employees deemed qualified and credentialed by the respective IIU supervisors to work with the child protective services population to be served.

