

**CIVIL SERVICE BASIC UNIT
SUPPLEMENTAL LABOR AGREEMENT
IT DEPARTMENT - REMOTE SUPPORT, STAND-BY**

This Supplemental Agreement to the Civil Service Basic Unit labor agreement is effective the ~~3rd~~^{1st} day of ~~August~~^{January}, 2019~~5~~.

A. Remote Support

A.1 **Definition:** Remote support means providing application or computing infrastructure support in response to a request received while the employee is in non-pay, off-duty status from a serviced department, an IT supervisor, or an IT employee authorized to request remote support. Remote support may be provided by telephone response or by logging into the County computer network. The Department will provide appropriate equipment, as determined necessary by the Department, to an employee who is to provide remote support.

A.2 **Compensation:** An employee shall be compensated at the employee's regular hourly rate for work time spent responding to a request for remote support, subject to the following schedule of minimum compensation:

<u>Time of Call for Remote Support</u>	<u>Minimum Compensation</u>
After 8:00 a.m. until 4:30 p.m.	1 hour @ time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ time and one half

<u>Holidays – Time of Call for Remote Support</u>	<u>Minimum Compensation</u>
After 8:00 a.m. until 4:30 p.m.	1 hour @ double time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ double time and one half

Provided, however, a request for remote support which requires that the employee travel to the County work site will be compensated in accordance with Article 7, Call Back, of the Civil Service Basic Unit labor agreement, regardless of the time the call is received.

During any period in which the employee is receiving compensation, including the minimum compensation set forth in this Section, the employee shall not be eligible for additional remote support compensation. (For example, an employee responding to a call for remote support received at 1:00 a.m. would not be eligible for additional compensation for responding to another call or traveling to the County work site between 1:00 a.m. and 3:00 a.m.)

A.3 Eligibility: An employee is eligible to receive compensation for providing remote support in response to a request received while the employee is off duty and away from the County work site. An employee need not be on stand-by in order to be eligible to receive remote support compensation but if the employee is on stand-by duty, the employee is not eligible to receive stand-by compensation at the same time as remote support compensation.

B. Stand-By

B.1 Purpose of Stand-By: Stand-by assignments will be used to provide application and computing infrastructure support for certain critical life safety functions, as set forth in Attachment A attached hereto. Stand-by assignments may be made to provide support for other functions upon mutual agreement between the Department Head and the Union.

B.2 Classifications Eligible for Stand-By Assignment: The Department Head shall notify the Union of the classifications which the Department Head designates as eligible for stand-by assignment. In addition, members of other bargaining units, including by way of example and without limitation supervisory units, may be assigned stand-by duty if determined to be qualified by the Department Head.

Employees within eligible classifications may advise the Department Head of their desire to be included or not included in the stand-by duty assignment pool. Although all qualified employees in the eligible classifications are subject to stand-by duty assignment pursuant to the terms of this Supplemental Agreement, the Department will take into consideration an employee's desire to not be included in the pool, and will not assign the employee to stand-by, subject to, however, the Department's ability to obtain adequate staffing of stand-by duty assignments. Qualified, eligible employees who volunteer for and are accepted into the stand-by assignment pool shall be appointed to the pool in the order of seniority and shall be deemed to have given a commitment of a minimum of one year of participation in the pool. In no case shall the Department Head assign an employee to an involuntary stand-by assignment for a period of more than two (2) years without a break of one (1) year. Qualified, eligible employees involuntarily assigned to the stand-by pool shall be assigned in the reverse order of seniority.

B.3 Stand-By Shifts: Stand-by shifts shall be from 4:30 p.m. to 7:00 a.m. Monday through Thursday and from 4:30 p.m. Friday continuously to 7:00 a.m. Monday. In addition, on

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holidays as designated in Article 8, Section 1 of the Civil Service Basic Unit labor agreement, stand-by shall be continuous from 4:30 p.m. the day preceding the holiday to 7:00 a.m. the day following the holiday.

Stand-by shifts shall be scheduled in one week increments beginning at 4:30 p.m. Tuesday and ending at 7:00 a.m. Tuesday. The schedule of stand-by duty assignments shall be posted on a quarterly basis. Scheduling will be coordinated by IT Department management in consultation with affected employees.

An eligible employee may be assigned to stand-by duty for not more than one week in every six weeks). However, eligible employees may volunteer for additional weeks of stand-by duty assignment. The Department will request volunteers before assigning stand-by duty.

B.4 Equipment: The Employer will provide to employees who are assigned to stand-by duty the necessary equipment, as determined by the Employer, to provide remote support.

B.5 Coordination With Served Departments: The Employer will advise served departments of the stand-by duty assignment schedule and indicate that calls for assistance are to be directed to the employee assigned to stand-by duty.

B.6 Stand-By Duty Compensation: An employee assigned to stand-by duty shall be compensated at the rate of \$ 3.75 per hour for all hours served in assigned stand-by duty status except that after 7½ ~~consecutive~~ hours of stand-by duty on a holiday, the employee shall be paid \$6.00 per hour served in stand-by duty status for the remainder of the holiday. Stand-by duty time is not credited as “hours worked” and therefore is not included in the computation of hours worked per day or per week for the purpose of calculating 1½ overtime compensation. An employee shall not be eligible for stand-by duty pay and another pay status simultaneously.

B.7 Available And Able To Work: It is the employee’s responsibility to continuously update the Department on how the employee can be reached during a stand by duty assignment. The employee shall respond to the call within fifteen (15) minutes. An employee who fails to respond to a call by the Department within fifteen (15) minutes or who fails to report for duty promptly as required by this paragraph B.7 shall forfeit the stand by duty pay for the period and may be subject to additional disciplinary action based on just cause and subject to the contractual grievance procedure.

An eligible employee who is on stand-by duty assignment must be “available and able to work” during the entire period of the stand by duty assignment. “Available and able to work” means that the employee is able to commence work within thirty (30) minutes of receipt of a call, or report to the work site within one hour of receipt of the call from the Department. “Available and able to work” also means that the employee shall not be under the influence of alcohol or

mind altering drugs during the period the employee is assigned to stand by duty.

B.8 Integration: This Supplemental Agreement shall be attached to and considered part of the Civil Service Basic Unit labor agreement. All provisions of the Civil Service 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:

FOR THE UNION:

Chairman, Patrick Boyle

Field Director, AFSCME Council 5

IT Department Head

President, Local 66

County Auditor

Field Representative

Approved as to form and execution:

County Attorney

ATTACHMENT A

The IT Department Head ~~and the Union have identified the following mutually agreed critical life safety functions will have discretion to select the technology systems~~ for which stand-by assignments may be used to provide application and computing infrastructure support:

- ~~_____ a. _____ 911~~
- ~~_____ b. _____ Sheriff's Department~~
- ~~_____ c. _____ St. Louis County Jail~~
- ~~_____ d. _____ Nemesis~~
- ~~_____ e. _____ Arrowhead Regional Corrections~~

