

**MERIT SYSTEM BASIC UNIT
LETTER OF AGREEMENT
PHHS DEPARTMENT
PUBLIC HEALTH QUARANTINE & ISOLATION
COVERAGE**

This Supplemental Agreement to the Merit System Basic Unit labor agreement is effective the 24th day of March, 2020.

WHEREAS

1. Conditions may occur where a disease, such as influenza, respiratory illness or other contagious disease, has been declared by the World Health Organization (WHO), Centers for Disease Control (CDC), or Minnesota Department of Health (MDH) to be a public health emergency, indicating widespread human infection. When one or more of the above declarations have been enacted, the Public Health and Human Services Director shall have discretion to activate and deactivate this Public Health Isolation & Quarantine/Isolation Response Coverage Memorandum of Understanding.

2. Employees assigned to Quarantine/Isolation Response on-call coverage shall be available to accept and respond to telephonic or other approved communications involving delivering essential services. This will involve screening all reports received to assess the needs of essential services and performing emergency or critical services work. .

3. Employees providing Quarantine/Isolation Response on-call coverage shall cover screening and immediate response needs as they arise.

4. Quarantine/Isolation Response on-call 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 Quarantine/Isolation Response on-call coverage in accord with the Employer's wireless communications and mobile work policies and operating procedures.

6. The schedule of Quarantine/Isolation Response on-call coverage shall be posted on a weekly 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. Quarantine/Isolation Response On-Call coverage:

a. An employee assigned to Quarantine/Isolation Response on-call coverage shall work a Quarantine/Isolation Response on-call coverage shifts that commence as follows: from 4:30 p.m. to 8:00 a.m. Monday through Thursday; from 4:30 p.m. Friday to 8:00 a.m. Saturday; **from 8:00 a.m. Saturday to 8:00 a.m. Sunday; and from 8:00 a.m. Sunday to 8:00 a.m. Monday.** In addition, on a holiday as designated in Article 10, Section 1 of the Merit System Basic Unit labor agreement, Quarantine/Isolation Response on-call coverage shall be continuous from 4:30 p.m. the day proceeding the holiday to 8:00 a.m. the day following the holiday.

b. An employee assigned to the Quarantine/Isolation Response on-call coverage shall be “available and able to work” during the entire period of their Quarantine/Isolation Response on-call coverage shift and able to respond and work during the entire period of the on-call assignment. “Available and able to work” is defined as the ability to commence work within thirty (30) minutes of receipt of a call. It is 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 Quarantine/Isolation Response on-call coverage.

- (1) The employee shall receive an on-call differential for on-call hours equal to \$ 3.75 per hour and \$ 6.00 per hour for on-call hours that occur on the actual holiday.
- (2) **An employee responding to a work request during a Quarantine/Isolation Response on-call coverage shift and who responds telephonically will be paid at the rate of one and one-half (1½) times the employee’s basic hourly rate of pay for the time worked. If the work occurs on the afore mentioned holiday the employee will be paid at the rate of two (2) times the employee’s basic hourly rate of pay for the time worked. The telephonic response hours shall not be credited as “hours worked” and therefore are not included in the computation of hours worked for the purpose of calculating overtime compensation.**
- (3) **An employee responding to a work request outside of their regular daily shift that requires the employee to leave their home and provide services away from their residence shall follow the Merit System Basic Contract Article 9 – OVERTIME.**
- (4) An employee shall not be eligible for the on-call differential pay and another pay status simultaneously.
- (5) An employee shall not be eligible for the response premium pay and another pay status simultaneously.

- e. Employees assigned to the Quarantine/Isolation Response on-call coverage may find alternative coverage from other staff which the Department Head designates as eligible for Quarantine/Isolation Response on-call coverage.

2. This Supplemental Agreement supersedes the following provisions from the Labor Agreement:

- a. 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 4:30p.m., Monday through Friday, except for schedules developed pursuant to Sections 1 and 5 of Article 6.
- b. Article 6, Section 6, 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 employee and their supervisor.

3. 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 _____, 2020

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