

# SUPPLEMENTAL LABOR AGREEMENT

between

St. Louis County Board of Commissioners

and

**Merit System Basic Bargaining Unit**

(St. Louis County Public Health and Human Services Department Flexible Work Schedule)

This SUPPLEMENTAL AGREEMENT for a flexible work schedule is entered into by and between the St. Louis County Commissioners, hereafter referred to as the "Employer", and the Merit System Basic Bargaining Unit, AFSCME Council #5, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union desire to provide for a flexible work schedule for employees in the St. Louis County Public Health and Human Services Department who are covered by the Merit System Basic Bargaining Agreement, hereinafter referred to as the "Basic Agreement"; and

WHEREAS, the Employer and the Union desire to accomplish a flexible work schedule to more efficiently provide services to the public, with the intent that no change will occur to the usual and customary salary and overtime pay expenditures of the Public Health and Human Services Department;

NOW, THEREFORE, the parties do agree that a flexible work schedule may be established as follows:

## **I. Work Day/Work Week**

Notwithstanding the provisions of Article 6, Section 1- WORK DAY/ WORK WEEK, REST PERIODS of the Basic Agreement, the following shall apply to the flexible work schedule of employees assigned to the Public Health and Human Services Department:

The "hours worked" per pay period by full time employees covered by this Agreement shall be a minimum of 75 hours, and shall not exceed 40 hours in the normal work week. These 75 hours are to consist of hours actually worked and hours spent on approved paid leave. The normal work day may exceed 7.5 hours.

The minimum "hours worked" per pay period by part time employees covered by this Agreement shall be based on the employees FTE, and shall not exceed 40 hours in the normal work week. The hours worked are to consist of hours actually worked and hours spent on approved paid leave. The normal work day may exceed 7.5 hours.

Each work day shall have consecutive work hours and may have a minimum of a one half-hour unpaid lunch period.

The core service time for the Public Health and Human Services Department is 8:00 a.m. to 4:30 p.m. Monday through Friday. However, an employee's daily work schedule may be adjusted outside the prescribed service hours. Employee work schedules that deviate from the core service time must be mutually agreed to by the Employer or their designees and the Employee. Adjustment of an employee's work schedule remains subject to the discretion of the Employer or their designees and shall not be a grievable matter.

## **II. Overtime**

Notwithstanding the provision of Article 9- OVERTIME, of the Basic Agreement, the following shall apply to the flexible work schedule of Public Health and Human Services Department employees:

Employees who are on a flexible work schedule shall receive overtime at the rate of 1.5 times the regular rate of pay for hours worked in excess of 40 hours in a work week or 75 hours in a pay period.

- a. When approved in advance by the employee's supervisor;
- b. In an emergency situation. Emergency is defined as the following unforeseen/unplanned situations:
  1. Any time that the employee must take action to prevent loss of life or to prevent injury to the client's health or safety.
  2. Any time that the employee needs to effect a placement of a client or to prevent a placement of a client due to circumstances that have changed without notice.

The Employer reserves the right to alter the definition of emergency upon advance notice to employees.

In lieu of paid overtime compensation for hours worked over 40 in a week or 75 in a pay period, an employee can elect to accrue compensatory time at the rate of 1.5.

For the purposes of computing eligibility for compensatory time or premium pay as described above, hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Authorized paid time off in the form of vacation, personal leave or holiday pay shall count as "hours worked" for the purpose of computing overtime. Sick leave and compensatory time shall not count as "hours worked" for the purpose of computing overtime. If an Employee would exceed their normal hours for that work week as a result of paid leave, the Employee shall may reduce their leave time during the work week so as not to exceed the position's assigned FTE.

### **III. Leave Time**

If an employee covered by this agreement is on approved leave on a scheduled work day, the employee shall use the same number of hours of accrued leave as the number of scheduled duty hours, pursuant to the employee's flexible work schedule, that they are absent from work, but not to exceed the position's assigned FTE.

### **IV. Holidays**

In addition to the provisions of Article 10, Section 1 and 2 - HOLIDAYS of the Basic Agreement, the following shall apply to the flexible work schedule of Public Health and Human Services Department employees:

When a holiday listed in the Basic Agreement falls on a day that is an Employee's scheduled work day, and the Employee does not work the holiday, the Employee shall receive Holiday Pay. If the Employee would not reach their normal hours for that work week as a result of not working on the holiday, the Employee may supplement their Holiday Pay with compensatory time, vacation time, or personal leave on the holiday in order to reach their normal hours for that work week.

When a holiday listed in the Basic Agreement falls on a day that is not an Employee's scheduled work day, the Employee shall receive Holiday Pay. If the Employee would exceed their normal hours for that work week as a result of the holiday, the Employee shall reduce their hours worked or leave time by the same number of Holiday hours during the work week containing the holiday. The Employee and Employer or their designees, shall attempt to agree on when that reduction of work hours shall occur, subject to the Employer or their designees' final approval.

Holiday pay is prorated for part time employees in accordance with Article 8, Section 3 of the Merit System Basic collective bargaining agreement.

### **V. Conflicts**

During the effective dates of this agreement, all articles and provisions of the Basic Agreement, Minnesota Administrative Rules Chapter 9575, Merit System and Regulations shall apply. If a condition covered in the Basic Agreement has not been amended to permit the operation of the flexible work schedule, the Employer and the Union agree to meet and confer regarding proper settlement of the problem, but such meeting shall not be considered a reopening of the Basic Agreement and shall be specifically limited to discussion regarding this flexible work schedule agreement.

### **VI. Cancellation**

The flexible work schedule agreement can be canceled by the Employer or the Union upon thirty (30) days written notice of intent to terminate by either party. The parties may agree to meet and confer for the purpose of entering into a new agreement.

### **VII. Application**

The provisions of this supplemental labor agreement shall only apply to employees who present a written request for a flexible work schedule, and who are subsequently given the Employer's or their designees' approval to adjust their work schedule. Flexible schedules in place at the time of this agreement may remain in place provided they are compliant with this flexible work schedule agreement. Employees on a flexible schedule at the time of this document's execution need not request the continuation of that schedule.

**VIII. Waiver of Grievance Rights**

Approval of the employee's work schedule remains subject to the discretion of the Employer. Denial or revocation of a flexible work schedule shall not be subject to the grievance procedure of the Basic Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

FOR THE UNION

By: \_\_\_\_\_  
Field Representative  
Bargaining Unit

By: \_\_\_\_\_  
President  
Bargaining Unit

FOR THE COUNTY

By: \_\_\_\_\_  
Chair  
Board of Commissioners

By: \_\_\_\_\_  
LINNEA MIRSCH, Director  
St. Louis County Public Health & Human Svs. Dept.

By: \_\_\_\_\_  
JAMES R. GOTTSCHALD, Director  
St. Louis County Human Resources Dept.

APPROVED AS TO FORM AND EXECUTION

By: \_\_\_\_\_  
St. Louis County Attorney  
Date: \_\_\_\_\_

