

**ST. LOUIS COUNTY**  
**-and-**  
**AFSCME COUNCIL 5**  
**MERIT SYSTEM BASIC AND CIVIL SERVICE BASIC**

**TENTATIVE AGREEMENT**  
**12/17/16 at 2:45 a.m.**

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**MERIT SYSTEM BASIC AND CIVIL SERVICE BASIC**

**1. ARTICLE 7 – SALARIES, SECTION 1 (MSB)  
ARTICLE 5 – WAGE RATES, SECTION 2 (CSB)**

Wages 2017 - Subject to total economic package  
The greater of a 2.0% Increase or \$.40 per hour increase effective 12/24/16  
(On top of the previously negotiated .50%)

Wages 2018 - Subject to total economic package  
2.5% Increase effective 12/23/17

Wages 2019 - Subject to total economic package  
2.5% Increase effective 12/22/18

**2. ARTICLE 15 – INSURANCE (EXHIBIT G – SELF-INSURED MEDICAL PLAN FUNDING) (MSB)**

**ARTICLE 13 – EMPLOYEE INSURANCE PLANS (EXHIBIT F – SELF-INSURED MEDICAL PLAN FUNDING) (CSB)**

Modify footnote 1 relative to formula for monthly contribution:

<sup>1</sup>Notwithstanding the formula in the preceding sentence, ~~effective April 2010~~, the monthly plan subscriber payment shall be \$52.72 beginning January 1, 2017; \$62.72 beginning January 1, 2018; and \$72.72 beginning January 1, 2019 ~~-\$37.72 for the remainder of 2010 and for 2011, and thereafter until a new amount is negotiated~~. The Employer shall not be responsible for paying the balance of the monthly payment calculated pursuant to the formula.

**3. ARTICLE 13 – SICK LEAVE, SECTION 1 (MSB)**

Sick leave may accumulate up to fifteen hundred (1500) hours (or such greater number of hours, not to exceed nineteen hundred (1900) as an individual employee has accumulated as of the date of ratification by the County Board of the 2012-2014 contract) as of the end of the last pay period of the payroll year.

**ARTICLE 11 - SICK LEAVE, SECTION 2 (CSB)**

Section 2. Sick leave accumulation shall not exceed fifteen hundred (1500) hours (or such greater number of hours, not to exceed nineteen hundred (1900) as an individual employee has accumulated as of the date of ratification by the County Board of the 2012-2014 contract) as of the end of the last pay period of the payroll year. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used.

**4. ARTICLE 13 – SICK LEAVE, SECTION 2 (MSB)  
ARTICLE 11 - SICK LEAVE, SECTION 4 (CSB)**

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren or step-family members. An employee may be permitted, upon the approval of his/her Department Head, up to a maximum of ten (10) days sick leave in the event of death in the immediate family, [as defined in this subsection, and in conformity with Civil Service Rules and Regulations (CSB)] [as defined in this section (MSB)]. An employee with fewer than 3 years of service from date of hire may be permitted, upon approval of his/her Department Head, to go into a negative sick leave balance of up to a maximum equivalent of 3 days if the employee does not have sufficient sick leave to cover the duration of their leave in the event of death in the immediate family as defined above.

**5. ARTICLE 6 – OVERTIME (CSB)  
ARTICLE 9 – OVERTIME (MSB)**

Notice: To the extent the following existing contract provision may not have been enforced consistently, this is notice the clear language of the provision will be enforced by the County.

For purposes of computing "hours worked" under this Article, authorized time off in the form of vacation, personal leave and holiday pay shall count as "hours worked." Sick leave and compensatory time shall not count as "hours worked."

6. **ARTICLE 24 – TERMINATION AND RENEWAL (MSB)**  
**ARTICLE 27 – RENEWAL AND ARBITRATION (CSB)**

Revise to reflect a contract expiring December 31, 2019.

7. **EXHIBIT I - LETTER OF UNDERSTANDING (HEALTH PLAN CHANGES) (MSB)**  
**EXHIBIT H - LETTER OF UNDERSTANDING (HEALTH PLAN CHANGES) (CSB)**

Change dates from “2015 – 2016” to “2017 – 2019.”

### **MERIT SYSTEM BASIC**

1. **ARTICLE 9 – OVERTIME**

Add new Section 4.

4. Employees required to work over thirty-seven and one-half (37 ½) hours per week shall be paid overtime compensation at the overtime rate of one and one-half (1 ½) times their regular rate under the following conditions:

- a. When approved in advance by the employee’s supervisor;
- b. In an emergency situation as defined in Section 1 and 2 above.

Advanced supervisory approval of overtime shall take into consideration, among other things, the planned work schedules of the staff making request to be in overtime status.

This section does not modify any approved alternative or flexible work schedules (e.g., 40 hours in one work week, 35 hours in the other week — at straight time) currently in place nor does it prevent the parties from agreeing to future individual flexible work schedules permitted under a Supplemental Agreement between the parties.

2. **ARTICLE 9 – OVERTIME**

Add new Section 5.

5. In lieu of paid overtime compensation, each hour worked over thirty-seven and one-half (37 ½) hours per week may be taken off as compensatory time at time and one-half (1 ½) at the election of the employee.

3. **ARTICLE 7 – SALARIES**

Revise Section 1 regarding 26 pay periods:

1. The bi-weekly and hourly wage rates annexed hereto as Exhibit "A" shall be paid all employees within this jurisdiction effective retroactive to the first pay period of 2015 (1.75% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "B" shall be paid all employees within this jurisdiction effective retroactive to the first pay period of 2016 (1.75% increase). ~~The bi-weekly and hourly wage rates annexed hereto as Exhibit "C" shall be paid all employees within this jurisdiction effective December 24, 2016 (0.5% increase).~~ Salary adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new payroll year. ~~The bi-weekly salary will be computed by multiplying the monthly salary times twelve (12) and dividing by twenty six (26).~~ The basic hourly rate will be computed by dividing the bi-weekly rate by seventy-five (75).

The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers from the maximum vacation accumulation, as well as the use of allotted personal leave days specified in other provisions of this Agreement.

**4. Supplemental Labor Agreement – Weekend and Holiday Rotational Coverage. (MSB)**

See attached new Supplemental Labor Agreement regarding Weekend and Holiday Rotational Coverage and Secondary On Call Coverage.

**CIVIL SERVICE BASIC**

**1. ARTICLE 16 – TOOLS AND UNIFORMS, SECTION 1**

Section 1. Uniforms. Uniforms shall be furnished and maintained for all employees required to wear a special uniform. Classifications involved are: Automotive Technicians, Janitors, Building Maintenance Helpers, Building Maintenance Workers, Carpenters, Head Janitors, Cook Supervisors, custodial workers, laundry workers, and cooks.

**2. EXHIBIT G**

Remove reference to retired employee number, #085452.

**3. ARTICLE 5 – WAGE RATES AND PAY DATES, SECTION 5 (CSB)**

Section 5. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their hourly pay, receive a shift differential equal to ~~\$.35~~ \$.50 per hour effective the first day of the first payroll period for 2017 for each hour worked during such a shift. Employees working a regular shift commencing

between the hours of 10:00 p.m. and 5:00 a.m. shall, in addition to their hourly pay, receive a shift differential equal to ~~\$.45~~ \$.60 per hour effective the first day of the first payroll period for 2017 for each hour worked during such a shift.

**4. PAY PLAN B1 (CSB) – PUBLIC HEALTH NURSE SERIES**

Employee appointed to Public Health Nurse (PHN) job class - Grade B22

After employee serves 2 years at Grade B22 in the PHN job class, employee eligible to career ladder to Public Health Nurse Senior Grade B24 effective upon approval by the Civil Service Commission and County Board of classification.

PHN II (currently Grade B24) reallocated to PHN Coordinator at Grade B25 for all incumbent PHN II effective following revision of the job classification and approval by the Civil Service Commission.

**5. FINANCIAL WORKER SENIOR**

Employee appointed to Financial Worker job class – Grade B13

After employee serves 3 years in the Financial Worker job class and meets the minimum qualifications of the Financial Worker Senior, the employee shall be eligible to promote to Financial Worker Senior, Grade B16.

*Implementation Model: All Financial Worker Seniors at Grade B15 as of January 1, 2018 will be moved to Grade B16 and remain in their current step. All other Financial Workers who become eligible to move to Grade B16 will follow Civil Service Rule 4.5 (A) Salary on Promotion, for step placement.*

12/16/16 11:45 pm.

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

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

**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 \_\_\_\_\_, 2016.

**FOR THE COUNTY BOARD:**

**FOR THE UNION:**

\_\_\_\_\_  
Chairman, Steve Raukar

\_\_\_\_\_  
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 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 Worker (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.  
~~determined to be qualified by the Employer.~~

**The Employer reserves the right to add to, delete or modify proposals during the course of negotiations. The Employer's negotiators have the authority to enter into tentative agreements, but all tentative agreements are subject to the approval of the Employer.**

