

## **Supplemental Labor Agreement**

### **Between St. Louis County Board of Commissioners and Civil Service Basic Bargaining Unit**

(St. Louis County Land Department Flexible Work Schedule)

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

WHEREAS, the Employer and Union desire to provide for a flexible work schedule for employees in the St. Louis County Land Department who are covered by the Civil Service Basic Bargaining Agreement, hereinafter referred to as the "Basic Agreement"; and

WHEREAS, the Employer and 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 County Land Department;

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

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

The "hours worked" per pay period by 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.

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

The core service time for the Land 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 supervisor and employee.

Each supervisor shall designate the appropriate staff coverage parameters and flextime boundaries for their team. Each supervisor shall consider staff coverage, service to the public, and any other pertinent functions of the team as part of determining such parameters and boundaries. The supervisor may designate certain times during the core period and certain times of the year that are not available for adjusting the work schedule. Adjustment of an employees work schedule remains subject to the discretion of the supervisor and shall not be a grievable matter.

#### **II. Overtime**

Employees who are on an adjusted work schedule shall receive 1.5 overtime pay for "hours worked" in excess of 40 hours in a work week, or after 75 hours in a pay period. For the purposes of calculating overtime, hours actually worked and hours spent on approved paid leave, except sick leave and compensatory time off, shall be used. Prior supervisory approval is required for all overtime hours.

#### **III. Leave Time**

If an employee covered by this agreement is on approved paid 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 absent from work.

**IV. Holidays**

When a holiday listed in the Civil Service Basic Bargaining Agreement falls on an employee's scheduled work day, and the employee does not work the holiday, the employee shall receive 7.5 hours holiday pay. If the employee does not accrue the normal 37.5 hours in a work week as a result of the holiday, the employee may supplement "hours worked" in the work week by utilizing compensatory time, vacation time, or personal leave.

**V. Conflicts**

During the effective dates of this agreement, all articles and provisions of the Civil Service Basic Bargaining Agreement and Civil Service Rules and Regulations shall apply. If a condition covered in the Civil Service Basic Bargaining 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 Civil Service Basic Bargaining Agreement, and such meeting being specifically limited to discussion regarding this flexible work schedule agreement.

**VI. Cancellation**

This flexible work schedule agreement can be cancelled by the Employer or the Union upon 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 supervisory approval to adjust their work schedule.

**VIII. Waiver of Grievance Rights**

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


Dated this 30 day of November, 2010.

**FOR THE UNION:**

  
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RYAN WELLES, Field Representative  
AFSCME Council #5

  
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ALAN NETLAND, Local President  
AFSCME Council #5 Local 66

**FOR THE COUNTY:**

  
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ROBERT KREPPS, Land Commissioner  
St. Louis County Land Department

  
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MARTHA WATSON, Director  
St. Louis County Employee Relations Department