

**MERIT SYSTEM BASIC UNIT  
SUPPLEMENTAL LABOR AGREEMENT  
PHHS DEPARTMENT  
WEEKEND AND HOLIDAY ROTATIONAL COVERAGE  
FOR ASSERTIVE COMMUNITY TREATMENT**

This Supplemental Agreement to the Merit System Basic Unit labor agreement is effective upon the ratification of this Agreement by the Union or December 13, 2025, whichever is later.

**WHEREAS**

1. Employees assigned to weekend and holiday rotational coverage shall provide assertive community treatment (ACT and T-ACT). Services offered through ACT and T-ACT are as defined in Minnesota Statute §256B.0622.

2. The Employer shall notify the Union of the classifications which the Department Head designates as eligible for weekend and holiday rotational coverage and standby coverage, attached hereto as Attachment A.

3. Employees providing weekend and holiday rotational coverage and standby coverage shall continue to provide assertive community treatment through their regular work duties.

4. Weekend and holiday rotational coverage will be provided at the employee's regular work location and at client locations.

5. The schedule of weekend and holiday rotational coverage and standby coverage shall be posted on a quarterly 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. Compensation:

a. Employees assigned to the weekend or holiday rotational coverage and standby coverage may find alternative coverage from other staff which the Department Head designates as eligible for weekend and holiday rotational coverage and standby coverage.

b. An employee assigned to standby shall be available and able to work during the entire period of the standby assignment.

- (1)
  - a. The employee assigned to standby shall receive one (1) hour of pay at the employee's regular rate for each eight (8) hours of standby duty.
  - b. The employee assigned to standby on the weekend shall receive one (1) hour of pay at the employee's regular rate for each six (6) hours of standby duty. Weekends start on Friday at 5:30 pm and end on Monday at 7:30 am.
  - c. The employee assigned to standby on an observed holiday shall receive one (1) hour of pay at the employee's regular rate for each four (4) hours of standby duty. The observed holidays are listed in Article 10 – HOLIDAYS of the Merit Basic unit collective bargaining agreement, and begin at 12:00am on the holiday and end at 12:00 am (midnight).
- (2) An employee assigned to standby called to provide assertive community treatment will be paid time and one-half (1½) the employee's basic hourly rate of pay for hours worked during the call-back rounded up to the nearest 15 minute increment. An employee assigned to standby called to provide assertive community treatment on a holiday will be paid double time (2) the employee's basic hourly rate of pay for hours worked during the call-back rounded up to the nearest 15 minute increment. Call back hours shall not be credited as "hours worked" for the purpose of calculating overtime compensation.
- (3) A standby 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. A standby 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.

3. 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 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...”
- 4. 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 12<sup>th</sup> day of February, 2026

**FOR THE COUNTY BOARD**

  
\_\_\_\_\_  
Chair of St. Louis County  
Board of Commissioners

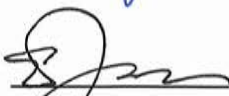
PHHS Department Head

  
\_\_\_\_\_  
County Auditor

**FOR THE UNION**

  
\_\_\_\_\_  
Field Director, AFSCME Council 5

  
\_\_\_\_\_  
President, Local 66

  
\_\_\_\_\_  
Field Representative

**APPROVED AS TO FORM AND EXECUTION:**

  
\_\_\_\_\_  
St. Louis County Attorney

Date: 2/12/26

**No. 2026-0039**

## **ATTACHMENT A**

The PHHS Department Head has identified the following job classes that may be assigned to weekend and holiday rotational coverage to provide assertive community treatment and intensive residential treatment services:

- a. Social Worker –ACT and T-ACT Unit
- b. Social Work (MSW) –ACT and T-ACT Unit
- c. Licensed Independent Clinical Social Worker – ACT and T-ACT Unit
- d. Other employees deemed qualified and credentialed by the respective Unit supervisors to work with the population to be served.



*Resolution  
of the  
Board of County Commissioners  
St. Louis County, Minnesota*

*Adopted on: February 10, 2026 Resolution No. 26-110  
Offered by Commissioner: McDonald*

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**Merit Basic Unit 2026-2028 Collective Bargaining Agreement**

WHEREAS, The Merit Basic unit bargaining agreement expired December 31, 2025; and

WHEREAS, St. Louis County and the American Federation of State, County and Municipal Employees (AFSCME) reached agreement on terms of a new collective bargaining agreement effective January 1, 2026, through December 31, 2028.

THEREFORE, BE IT RESOLVED, That the 2026-2028 Merit Basic unit contract is ratified, and the appropriate county officials are authorized to execute the collective bargaining unit agreement, a copy of which is on file in County Board File No. 62536.

Commissioner McDonald moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Harala, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich – 7  
Nays – None

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10<sup>th</sup> day February, A.D. 2026, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 10<sup>th</sup> day of February, A.D., 2026.

NANCY NILSEN, COUNTY AUDITOR

By:

Clerk of the County Board/Deputy Auditor

