

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
AFSCME TECHNICAL, LOCAL 1842**

This Memorandum of Agreement (hereinafter "MOA") is entered into between the City of St. Paul ("City") and AFSCME Technical Local 1842 ("Union") for the purpose of determining the Office of Technology and Communications (OTC) On-Call procedures.

Definition: Employees required by the Employer to be available to answer a page or call, and perform work, if necessary, during hours outside their normal work shift, shall be considered "on-call." The Employer will establish a written on-call schedule one (1) month prior to implementation. Employees must provide notice of unavailability prior to the issuance of the schedule.

Requirements: If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within thirty (30) minutes of receiving a page or voicemail message. If required to return to work, employees must be able to do so within two (2) hours of being contacted.

Compensation: Employees who are on-call will receive \$25 per day for each weekday (Monday – Friday) they are assigned on-call. A weekday shall consist of the hours from 5:00 p.m. until 7:00 a.m. the following morning Monday – Friday. Employees who are on-call for each weekend day (Saturday or Sunday) or Holiday as designated by the Collective Bargaining Agreement will receive \$50 per day. A weekend day and Holiday day shall consist of a 24-hour period from 7:00 a.m. until 7:00 a.m. the following morning.

In addition to the above compensation, employees who are on-call and are contacted to resolve a critical information system problem shall be granted two (2) hours minimum compensation either in compensatory time or pay for their efforts per incident. An incident shall begin when the telephone or page is answered and end when the problem is either resolved or further efforts are deemed futile. This means multiple calls regarding the same problem are considered one incident.

If the resolution of the problem takes less than one and one half (1.5) hours, the employee will be paid straight time for the two (2) hour minimum. If the resolution of the problem takes more than one and one half (1.5) hours, then the overtime provisions of the contract will apply.

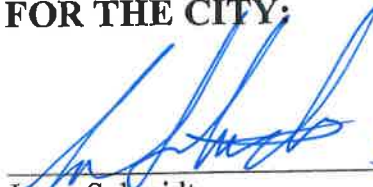
Scheduling: The City will create a list of volunteers who will be scheduled first for on-call status. If insufficient numbers of qualified employees volunteer, the City will assign employees to the list. The City will create an assignment rotation that distributes the on-call assignments as evenly and fairly as is reasonably possible.

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This MOA shall apply only to employees in Office of Technology and Communications (OTC). This MOA is effective January 1, 2021 until December 31, 2021 and shall renew annually thereafter unless one party provides written notice of the desire to end the MOA prior to its renewal for a subsequent year.

This MOA sets no precedent and shall not affect any other conditions or terms of employment.

FOR THE CITY:



Jason Schmidt
Labor Relations Manager

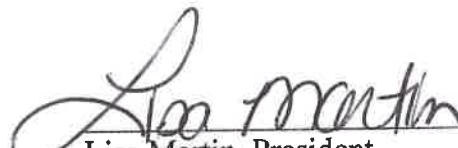
5/24/21
Date

FOR THE UNION:



Melinda Pearson, State Field Director
AFSCME District Council 5
Local 1842

5/21/21
Date



Lisa Martin, President
AFSCME Technical, Local 1842

5-19-21
Date