

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
AFSCME CLERICAL, LOCAL 2508

This Memorandum of Agreement (hereinafter "MOA") is entered into by The City of Saint Paul (hereinafter "City") and AFSCME Clerical, Local 2508 (hereinafter "Union") for the purpose of establishing an agreement for on-call pay for the following classifications:

DSI Fire Safety Inspector III
Animal Services Officer II
Animal Services Officer III

The City and the Union agree to the following:

1. 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.
2. If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within fifteen (15) minutes of receiving a page or voicemail message. If required to return to work, employees must be able to be on site within sixty (60) minutes of being contacted.
3. **Compensation:** Employees who are on-call will be compensated for each day they are assigned on-call as follows:
 - a) Monday- Friday (5 p.m.-7:00 a.m.): One and one half (1.5) hours at one and one half (1.5) times the employee's base pay rate, per day
 - b) Saturdays and Sundays (7:00 a.m. – 7:00 a.m.): Two and one half (2.5) hours at one and one half (1.5) times the employee's base pay rate, per day
 - c) Holidays (7:00 a.m. – 7:00 a.m.): Three and one half (3.5) hours at one and one half (1.5) times the employee's base pay rate, per day
4. In addition to the above compensation, employees who are on-call and are contacted to resolve an issue shall be granted two (2) hours, four (4) hours or overtime as applicable. If the resolution of the problem can occur over the phone, the employee will be paid for two (2) hours straight time. Additional calls during the (2) two hour period that relate to the same subject matter will be considered a single incident. A single incident for purposes of resolution over the phone. If the employee is required to report to work site and the resolution of the problem takes less than two (2) hours and forty (40) minutes, the employees will be paid straight time for the four (4) hour minimum. If the employee is required to travel to the worksite and resolution of the problem takes more than two (2) hours and forty (40) minutes, then overtime provisions of the contract will apply. 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.

5. **Scheduling:** The Department Director or Designee 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 reasonably possible.
6. This MOA sets no precedent and shall not affect any other conditions or terms of employment.
7. The MOA shall become effective when signed by both parties and shall renew annually thereafter unless one party provides written notice thirty (30) days prior to the sunset of the Memorandum of Agreement.

FOR THE CITY:

 7/26/23
Toni Newborn
Human Resources Director

Date

FOR THE UNION:

 7.17.23
Dane Ryan, Field Representative
AFSCME Council 5

Date

 7/25/23
Jennifer Guertin, President
AFSCME Clerical Local 2508

Date