

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70**

This Memorandum of Agreement (hereinafter "MOA") is entered by the City of Saint Paul (hereinafter "City") and the International Union of Operating Engineers Local 70 (hereinafter "the Union" or "Local 70") in order to provide on-call pay for Local 70 employees in the Saint Paul Regional Water Services (SPRWS) Distribution Division.

The parties agree that:

1. Due to the necessity for Local 70 employees to respond to water distribution pump station emergency work outside of normal business hours, an on-call process as defined below would be mutually beneficial.
2. One (1) Water Distribution Supervisor III or Local 70 employee assigned to the Distribution Division will be on-call each week throughout the year.
3. Prior to the beginning of each fiscal quarter, an on-call sign-up process will be conducted for the following three (3) month period. Sign-ups will be for a period of one (1) week. It is mandatory for all eligible Local 70 employees assigned to the distribution division pump station team to select on-call weeks, with the Water Distribution Supervisor assigned to Pump Stations also selecting weeks as part of a rotating selection process. All weeks must be filled.
4. If an employee signs up for an on-call week and in rare circumstances cannot work part of their on-call week, the employee is responsible to find a replacement in advance. The replacement request shall be submitted in writing and is subject to management approval. Management will assist with filling vacant on-call shifts in the event of an employee emergency.
5. On-call pay is paid when an employee is signed up and serving on-call whether they work or not, except when otherwise ineligible to work (eg. sick self, light duty, etc.).
6. Employees reporting sick-self are not eligible for on-call pay until return to work. Sick-family status is eligible for on-call if the employee indicates they would be available at 3:30 p.m. when reporting in the morning. Employees must call in a return to work by 2:30 p.m. if they report sick on the last day of the work week to be eligible for on-call pay over the weekend.
7. The on-call pay amounts will be as follows:
  - a) Monday- Friday (3:30pm-7:00 a.m.): One (1) hour at one and a 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 (2) hours at one and a half (1.5) times the employee's base pay rate, per day
  - c) Holidays (7:00 a.m. – 7:00 a.m.): Three (3) hours at one and a half (1.5) times the employee's base pay rate, per day
8. The Union acknowledges that the on-call process set forth herein does not preclude the potential need for Local 70 employees to respond outside of normal business hours based on the scope or number of emergencies.
9. This MOA sets no precedent and is not applicable to any other classifications in the Union.
10. This MOA shall remain in effect until the current collective bargaining agreement expires or until a subsequent agreement is reached.

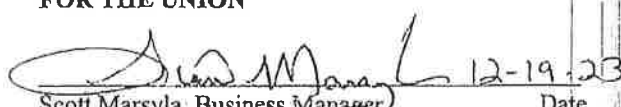
**FOR THE CITY**

  
Jason Schmidt  
Labor Relations Manager

Date

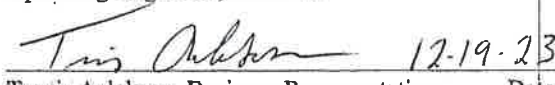
12/20/23

**FOR THE UNION**

  
Scott Marsyla, Business Manager  
Operating Engineers, Local 70

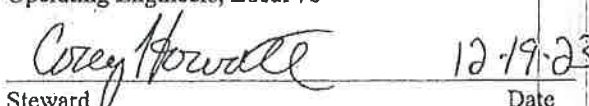
Date

12-19-23

  
Travis Aslakson, Business Representative  
Operating Engineers, Local 70

Date

12-19-23

  
Corey Howatt  
Steward  
Operating Engineers, Local 70

Date

12-19-23