

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF SAINT PAUL
AND
MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION**

This Memorandum of Agreement (hereinafter “MOA”) is entered by the City of Saint Paul (hereinafter “City” and the Saint Paul Manual and Maintenance Supervisors Association (hereinafter “Union”) in order to provide on-call pay for MMSA employees in Public Works.

The parties agree that:

1. Due to the necessity for MMSA employees to perform sewer-related emergency work outside of normal business hours, an on-call process as defined below would be mutually beneficial.
2. One (1) Sewer Supervisor I, II or III will be on-call each week, defined as Monday at 5:00 p.m. to Monday at 5:00 a.m.
3. On-call schedules will be published at least one (1) month in advance.
4. After the signing of this MOA, management will conduct an on-call sign-up process first on a voluntary, then on an involuntary basis, until all weeks for the year are filled. Sign-ups will be for a period of one (1) week.
5. The voluntary sign-up process will be conducted as follows, allowing each employee to select, if they so choose, which week(s) they will volunteer to be on call:
 - a. Top-down by class seniority for Supervisor IIIs
 - b. Top-down by class seniority for Supervisor IIs
 - c. Top-down by class seniority for Supervisor Is
6. If all weeks are not filled by the voluntary assignment process, they will be filled one (1) week at a time by the involuntary assignment process in the following order, skipping supervisors who have volunteered during the voluntary process for the first round of the involuntary assignment process:
 - a. Bottom-up by class seniority for Supervisor Is
 - b. Bottom-up by class seniority for Supervisor IIs
 - c. Bottom-up by class seniority for Supervisor IIIs
7. No supervisors who were employed as of January 1, 2024 will be required to take a combined total of more than two (2) on-call weeks, whether voluntary or involuntary, for the entire year. However, these supervisors may volunteer for more.
8. If an employee is assigned to an on-call week and, in rare circumstances, the employee cannot work all or part of their on-call week, it is the employee’s responsibility to find a replacement in advance, no later than one (1) week prior to the beginning of the on-call week (Monday at 5:00 p.m. the week before). The name of the replacement employee shall be submitted electronically in writing and is subject to management approval. In the case of an emergency, management will assist in finding a replacement.
9. On-call pay is pay when an employee is signed up and serving on-call whether they work or not. A supervisor that would otherwise qualify them for use of sick leave, light duty, etc.), shall inform management and be replaced according to 8.

10. The on-call pay amounts will be as follows:
 - a. **Monday – Friday (5:00 p.m. to 5:00 a.m.):**
Three (3) hours at one and one-half (1.5) times the employee’s base pay rate, per day
 - b. **Saturdays and Sundays (5:00 a.m. to 5:00 a.m.):**
Four (4) hours at one and one-half (1.5) times the employee’s base pay rate, per day
 - c. **Holidays (5:00 a.m. to 5:00 a.m.):**
Four (4) hours at one and one-half (1.5) times the employee’s base pay rate, per day
11. On-call rates will be paid as wages, but any hours worked, including call-back, will be paid as wages or compensation time at the employee’s choice.
12. The parties acknowledge, that the on-call designation requires the on-call supervisor to respond in a timely manner outside of work. The on-call supervisor or leadership may determine additional/other supervisors are needed to address a particular emergency. While there is no expectation that those supervisors remain free to work or respond after hours, they may be asked to come on. Such time shall not be compensated with on-call rates, but paid as regular overtime or call-back.
13. This MOA sets no precedent and is not applicable to any other classifications in the Union.
14. This MOA shall become effective when signed and shall expire one (1) year after the start of the first on-call week worked under this MOA.

FOR THE CITY:

Jason Schmidt Feb 6, 2024
Jason Schmidt (Feb 6, 2024 09:07 CST)

Jason Schmidt Date
Human Resources Deputy Director

FOR THE UNION:

Joe Grau Feb 6, 2024

Joseph Grau, President Date
Manual & Maintenance Supervisors Association