

Memorandum of Agreement
Between
The City of St. Paul
And
Tri-Council - Operating Engineers, Local 49

This Memorandum of Agreement (hereinafter "MOA") applies to the parties below:

Definition: Forestry Crew Leaders will be allowed to volunteer to be placed on the Forestry call-out schedule. If there are not enough volunteers, Crew Leaders shall be assigned to the Forestry call-out schedule based on reverse seniority to provide adequate staffing. Crew leaders on the Forestry call-out schedule shall be required to answer a page or call, and report to the Forestry offices to perform necessary work during hours outside their normal work shift, shall be considered "on-call." In the event a Forestry Crew Leader is unable to perform an assigned date, a Forestry Supervisor will approve a replacement, which may include a Forestry Supervisor, Forestry Crew Leader or a certified Arborist.

Requirements: If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within 15 minutes of receiving a page or voicemail message. If required to return to work, employees must be able to do so within 45 minutes of being contacted.

Compensation: Forestry Crew Leaders who are on-call will receive one (1) hour of pay at one and one half times (1.5) per day for each week day (Monday-Friday) they are assigned on-call. A week day shall consist of the hours from 3:30 p.m. until 7:00 a.m. the following morning Monday-Friday. Forestry Crew Leaders who are on-call for each weekend day (Saturday or Sunday) as designated by the collective bargaining agreement will receive two (2) hours at one and one half times (1.5) per day. Forestry Crew who are on-call on a holiday will receive three (3) hours at one and one half times (1.5) pay. A weekend day and Holiday shall consist of a period from 7:00 a.m. until 7:00 a.m. the following morning.

In addition to the above compensation, Forestry Crew Leaders who are on-call and are contacted to report to work shall be granted four hours minimum compensation either in compensatory time or overtime for their effort per 4-hour time period. If the resolution of the problem takes less than two hours and forty minutes, the employees will be paid straight time for the four hour minimum. If the resolution of the problem takes more than two hours and forty minutes, then overtime provisions of the contract will apply.

Scheduling: Forestry Management staff will create a list of employees who will be scheduled for on-call status. This list will follow a rotation based on Forestry Crew Leader and Supervisor seniority, as detailed in the collective bargaining agreement.

If a previous engagement exists that renders an employee unable to perform on-call duties on a day during his/her assigned week to be on-call, it is the employee's responsibility to find a substitute to be on-call for that day. If the employee is unable to find a substitute, the employee is expected to respond to any calls for service. If a substitute can be found, the employee will not receive the daily payment as detailed above, and the substitute shall receive the daily on-call payment.

This agreement supersedes any applicable language in both the Collective Bargaining Agreement as well as any applicable Civil Service Rules. The terms of this agreement shall run concurrently with the 2021 – 2022 collective bargaining agreement 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.

FOR THE CITY:



Jason Schmidt
Labor Relations Manager

12/16/21
Date

FOR THE UNION:



Jonathan Turner, Business Representative
Tri-Council, Operating Engineers Local 49

12-15-2021
Date