

Paid "On-Call" Status
Memorandum of Understanding

By and Between:

Metropolitan Sewer District of Greater Cincinnati

and

Cincinnati Organized and Dedicated Employees (CODE)

Metropolitan Sewer District of Greater Cincinnati
Memorandum of Understanding
Paid "On-Call" Status

PURPOSE

To support the Metropolitan Sewer District's mission of protecting public health and the environment, accommodations must be made to ensure that qualified employees are readily available to respond to perform select business tasks around the clock outside of normal working hours. In recognition of this reality, this memorandum of understanding has been developed to formally provide a means to fairly compensate employees to maintain their availability while ensuring that the Department can successfully meet its defined Levels of Service.

OBJECTIVES

1. Implement mutually accepted procedures to ensure that qualified represented MSD staff members will be readily available to respond to critical "after-hours" work assignments in order to meet defined Department Levels of Service.
2. Ensure that represented employees that voluntarily participate in an "On-Call" program are fairly compensated for maintaining their availability to respond to pre-defined Department objectives outside of their standard work hours within a specified timeframe.

Section 1 - DEFINITIONS

For the purposes of this agreement, the following terms, phrases and their derivations shall be defined as follows unless the context indicates otherwise.

- **MOU** means Memorandum of Understanding
- **MSD** means the Metropolitan Sewer District of Greater Cincinnati
- **Employee** or **Participant** means a represented employee compensated for participating in MSD's "On-Call" program.
- **Compensation** means money and not accrued leave time.
- **Labor** means the CODE president and/or his/her designees authorized to jointly develop **Division On-Call Implementation Plans**

- **Management** means MSD Division Heads or their designees authorized to administrate Division "On-Call" programs.
- **On Call Shift** means a timeframe of 24 hours or less of an employee's "off duty" hours for which the employee will be compensated to maintain their availability to report to work for specific assignments. On Call Shifts may be "Regular On-Call Shifts" or "Weekend or Holiday On-Call Shifts". Details of individual durations and beginning and ending times of On Call Shifts will be established at the Division level within MSD.
- **On Call Period** means a term of consecutive **On Call Shifts**. Lengths of On Call Periods will be determined at the Division level within MSD.
- **Holidays** means the same days consistent with all applicable Labor-Management agreements.
- **Trade or Swap** is the process by which participating employees may by mutual consent, in writing, and with the approval of Management, switch scheduled On-Call Shifts or On-Call Periods.
- **Response Time** means the amount of time between receiving notification from Management to report to work and arriving on the designated work site.
- **Division On-Call Implementation Plan** is a written Labor/Management plan developed jointly at the MSD Division Level outlining supported Business Processes and details of implementation.

Section 2 - SCOPE

Participating employees, under the terms of this agreement, agree to carry a cell phone or pager provided by the MSD during hours outside of their regular work shifts when assigned to "On-Call" status. Employees are responsible to monitor and maintain the charge of their assigned cell phone or pager to ensure proper operation for the duration of their assigned On-Call Period.

The duration of On-Call Periods will be established within the specific Divisions of the Metropolitan Sewer District, but will consist of a period of twenty-four (24) hours or less.

Upon receiving notification from Management to report to work for off-hour support, employees must report to their assigned worksite (as specified within the Division Implementation Plan) within one hour from the time that they received the notification.

Initial On-Call Periods and rotation schedules will be established by Management in good faith considering the preferences of the participating employees.

In respect for the personal lives of participants, employees can request to swap or trade a scheduled On-Call Shift or entire On-Call Period with another participating employee.

All requests to trade or swap a scheduled On-Call Shift or On Call Period must be submitted in writing to the designated Division Manager(s) and should include the signatures of both employees requesting the trade.

Management will make every reasonable effort to accommodate all requests for trades or swaps if the request is made to the designated Division Manager(s) within one business day of the Shift or Period.

All requests to trade or swap On-Call Shifts or Periods must be approved by Management.

Any leave of absence will automatically terminate the employee's On-Call Status for the period of the leave.

Management reserves the right to offer Unscheduled Overtime to any employee not in an On-Call status when it is in the best interest of the Department.

Section 3 -- COMPENSATION

Employees in an approved On-Call status will be compensated for each On-Call Shift according to the following schedule:

Regular On-Call Shift: \$15.00 per shift
Weekend or Holiday On-Call Shift: \$20.00 per shift

The beginning and ending times of a specific employee's On-Call Shift as well as the designation of Regular and Weekend or Holiday On-Call Shifts will be established at the Division level in consideration of individual schedules and irregular shifts.

Compensation will be paid in cash, and cannot be traded or converted into compensatory time, vacation, or any other type of leave.

On-Call compensation will be included in the employee's regular paycheck for On-Call Shifts falling within each corresponding Pay Period.

Section 4 – COMPLIANCE

Employees in an "On-Call" status that fail to report to work when requested by Management will forfeit all On-Call compensation for the entire On-Call Period rotation and may be subject to progressive corrective action consistent with the City of Cincinnati's Personnel, Policies, and Procedures manual and all applicable Labor Management agreements.

If an Employee in an "On-Call" status contacts Management and notifies them that they will be unavailable to report for work if requested due to illness or unforeseen circumstances prior to being contacted by Management to report to work, the employee will forfeit the On-Call compensation for the individual On-Call Shift and will not be subject to corrective action.

If an employee in an "On-Call" status demonstrates a pattern of requesting removal from their "On-Call" status for individual "On-Call Shifts" without arranging for a Trade in compliance with this agreement, Management reserves the right to remove the employee from the "On-Call Program" in the best interest of the Department.

Terms of Commitment for length of time in the On-Call Program will be established at the within the *Division On-Call Implementation Plan*.

Section 5 – Division On-Call Implementation Plans

Through this Memorandum of Understanding, each Division participating in MSD's "On-Call" Program agrees to develop and implement a written *Division On-Call Implementation Plan* consistent with the overall terms of this MOU, and containing at a minimum the following items:

- Division Business Tasks to be supported by the On-Call program
- Requirements for employees to be considered "qualified" to participate in the program and support the specific Division Business Tasks
- Specific and appropriate procedures for On-Call Program participants that are in a "Light-Duty" pay status
- Methods of integration of the On-Call Program with Division Overtime Equalization Procedures and applicable Labor-Management agreements
- Duration of On-Call Period
- On-Call employee Reporting Location
- Minimum employee time commitment for program participation

Each *Division On-Call Implementation Plan* will be developed jointly by Labor and Management to address the individual business needs of the affected Division.

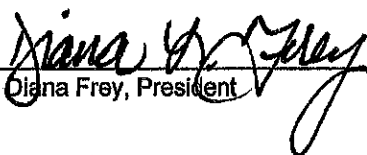
Section 6 -- TERM

This Memorandum of Understanding shall commence on January 1, 2008 and shall stay in effect unless modified or terminated as outlined below.

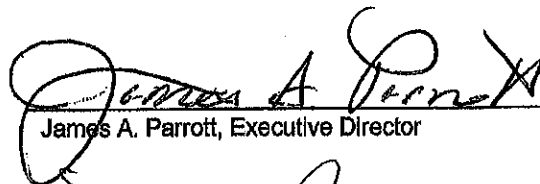
Either party wishing to modify or change any provision of this memorandum shall give ninety (90) workdays notice written notice to the other party. Upon receiving written notice requesting modification, the parties shall meet within thirty (30) workdays to discuss these changes. Either party may terminate this memorandum by giving sixty (60) workdays written notice to the other party.

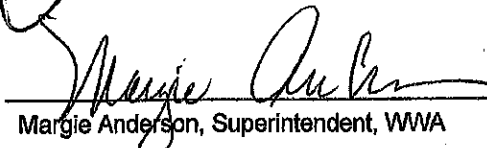
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Memorandum of Understanding**

For CODE:


Diana Frey, President

For MSD:

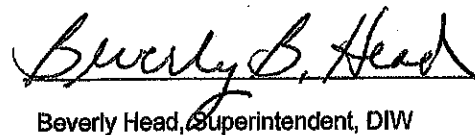

James A. Parrott, Executive Director

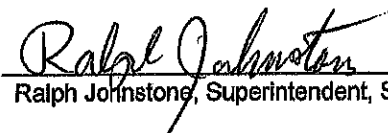

Margie Anderson, Superintendent, WWA

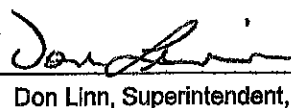

Missy Gatterdam, Superintendent, IT

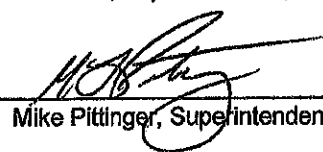
For the City of Cincinnati:


Ursula McDonnell 3-31-09
Ursula McDonnell, Labor Relations Manager,
City of Cincinnati Human Resources


Beverly Head, Superintendent, DIW


Ralph Johnstone, Superintendent, SMU


Don Linn, Superintendent, WWT


Mike Pitinger, Superintendent, WWC


Tom Schwiers, Superintendent, WWE