MEMORANDUM OF UNDERSTANDING #2022-06

COMMUNICATIONS WORKERS OF AMERICA (CWA) LOCAL 4502 AND THE CITY OF COLUMBUS, DEPARTMENT OF PUBLIC SERVICE

REGARDING WINTER WEATHER EMERGENCY STAFFING

The City of Columbus and CWA Local 4502 hereby agree this Memorandum of Understanding shall apply to hourly and salaried employees who assist with snow and ice during the winter season in addition to performing their regular job duties. Unless specifically amended by this MOU, all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Agreement.

During Winter, the Department needs additional CDL licensed and non-CDL drivers for snow and ice removal or dispatch for heavy storms. Employees outside of Infrastructure Street Maintenance who meet the eligibility requirements and who perform snow and ice removal duties would be eligible for supplemental pay for performing these duties.

Eligible Employees to Participate in Snow and Ice Removal

Any employee who:

- Has completed successfully the Snow Warrior training; and
- Has the authorization by his/her supervisor to participate in snow/ice removal; and
- Has the following credentials:
 - A CDL Class A or B license and is part of the random CDL drug/alcohol testing pool; or
 - o A regular driver's license.

Supplemental Pay for Snow and Ice Removal

- 1. For Class D employees:
 - a. If they are assigned to do snow and ice duties in lieu of their regular job duties, they will be paid a four (4%) percent working out of class premium pay for all hours worked on these duties, when those hours would be part of their normal forty (40) hour work week.
 - b. For hours worked outside of the normal work week, they are eligible for overtime pay pursuant to Section 15.4, or call-back pay pursuant to Section 15.6, whichever is appropriate for the situation.
- 2. For Class E employees:
 - a. If they are assigned to do snow and ice duties in lieu of their regular job duties, they will be paid a four (4%) percent working out of class premium pay for all hours worked on these duties, when those hours would be part of their normal forty (40) hour work week.
 - b. When the overtime occurs immediately before or after their regular work hours, they shall be paid at one and one-half (1 ½) the employee's straight time rate.

c. When the overtime occurs in a call-back situation, they will be paid for a minimum of four (4) hours or the actual hours worked, whichever is greater, at one and one-half (1-1/2) the employee's straight time rate.

Duration

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than April 23, 2023.

FOR THE CITY:	FOR CWA:	
Michole W Houndon Nichole Brandon, Director Department of Human Resources	Susan Wilson, President CWA, Local 4502	<u>C</u>
12/1/22 Date	$\frac{1/30/22}{\text{Date}}$	
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Jennifer Gallagher, Director Department of Public Service		
11/30/22		
Date		