

REVIEWED
CB
LEGAL COUNSEL

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DESCHUTES 9-1-1 EMPLOYEES ASSOCIATION
AND
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT**

**Compensation for Telecommunicator III Employees
while serving as Acting in Charge (AIC)**

The Deschutes 9-1-1 Service District (“Employer”) and the Deschutes 9-1-1 Employees Association, a labor organization (“Association”) agree in this Memorandum of Understanding (“MOU”) that Employer may assign qualified Telecommunicator III employees to serve in an Acting in Charge (AIC) role to oversee the District’s operations floor when no Manager or Supervisor is on duty and/or when no Manager or Supervisor is expected to be available to assist dispatch floor personnel for thirty (30) minutes or more.

WHEREAS, Employer and Association are parties to a Collective Bargaining Agreement (CBA) entered into for the period July 1, 2012 through June 30, 2016; and,

WHEREAS, Section 11 of the current CBA governs compensation for Association employees; and,

NOW THEREFORE, for the mutual benefit of Employer and Association, the parties agree as follows:

1. Effective on January 1, 2016 and continuing through June 30, 2016, the existing language and title in CBA Section 11, existing Section E is hereby deleted and replaced with the following:

E. Lead Dispatcher and Acting in Charge (AIC) Premium:

Should the District choose to have non-supervisory personnel assist with the oversight of operations on the dispatch floor, the District, at its sole discretion, may choose between using Lead Dispatchers or Telecommunicator III employees as AICs. The District will not assign employees in both categories at the same time, i.e., the Lead Dispatcher role will not be assigned to employees while the AIC role is being utilized, and vice-versa.

1. Lead Dispatcher

a. An employee designated as a Lead Dispatcher will receive premium pay of 7.5% of the employee’s monthly base salary, for each month during which the employee is designated to serve as a Lead.

- b. The intention of this position is to serve as a training and development tool for employees seeking to advance in the District, as well as to provide for additional supervision of the work performed when a regular full time supervisor is not present.
- c. To qualify as a Lead Dispatcher, employees will be required to submit a written request for consideration which outlines their qualifications; must "meet standards" in each category of their most recent performance evaluation; and, must have the endorsement of their immediate supervisor. The final decision on who is assigned will rest with the Director. This is not intended to be a permanent classification, and at the discretion of the Director, employees may be rotated through available positions.
- d. When serving as Lead Dispatcher, employees must be willing to assume the responsibilities assigned to the role of Lead Dispatcher by the District, including, but not limited to, ensuring the rules and regulations of the District are followed. Lead Dispatchers are not expected to administer discipline, but they are expected to ensure that any inappropriate conduct that comes to their attention is immediately addressed and reported to their supervisor. They are also expected to report violations of policy to their supervisor.

2. Telecommunicator III Employees in an Acting in Charge role.

- a. District, at its sole discretion, will select interested and qualified Telecommunicator III employees to serve in an Acting in Charge (AIC) role.
- b. District shall pay Telecommunicator III employees a twenty percent (20%) premium above their base rate for the time spent working in an AIC role for the District.
- c. A Manager or a Supervisor will designate an AIC when no Manager or Supervisor is expected to be available to assist the dispatch operations floor for thirty (30) minutes or more.
- d. To the extent reasonably possible, AIC duty will be rotated among Telecommunicator III employees qualified to serve in the AIC role.
- e. An AIC, once designated by a Manager or a Supervisor to serve in that role, shall receive a minimum of thirty (30) minutes of AIC pay, even if a Manager or Supervisor returns earlier than expected.
- f. CBA Section 13, Working out of Classification, shall not apply to Telecommunicator III employees working as specified in this Section. No

grievance or other appeal shall arise under Section 13 if it is based solely on the assignment of a TC III to AIC duty.

g. The District will pay for APCO membership for all AICs.

2. Any dispute concerning this agreement will be resolved under the terms of Article 28, Grievance Procedure of the parties' CBA.

3. Except as specifically modified by this MOU, all terms and conditions of the CBA shall remain in full force and effect.

Dated: February 3, 2016

For the Employer



Steve Reinke, Director
As authorized by the Deschutes
County Commissioners serving as the
Governing Board of the Deschutes
County 9-1-1 County Service District

For the Association



Cari Elliston, Association President

