

ORIGINAL



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DESCHUTES 9-1-1 EMPLOYEES ASSOCIATION  
AND  
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT  
Temporary Overtime for Supervisors and  
the Training Coordinator**

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, for the limited period agreed to herein, Employer may assign its supervisors and training coordinator to work hours outside of their regularly scheduled shift during certain time periods that would otherwise be involuntarily assigned as overtime hours to Association members pursuant to Article 16 of the Collective Bargaining Agreement (“Collective Bargaining Agreement”) entered into for the period July 1, 2012 through June 30, 2016.

WHEREAS, Employer and Association are parties to the Collective Bargaining Agreement; and

WHEREAS, Section 16 of the Collective Bargaining Agreement governs the assignment of overtime to Association members;

WHEREAS, due to current workload and staffing, it is difficult to adequately cover overtime work with current Association members, which has caused and will continue to cause hardship to both Employer and Association members;

WHEREAS, Employer and Association agree the current workload and staffing situation is temporary, and will likely last until at least November 1, 2015, by which time Employer and Association believe additional Telecommunicators will have been hired and adequately trained and the current workload and staffing situation will be alleviated; and

WHEREAS, until such time as Employer is able to hire and train additional Telecommunicators, Employer and Association wish to alleviate the hardship caused by the current workload and staffing situation and provide for adequate and consistent coverage at the 9-1-1 Dispatch Center .

NOW THEREFORE, so that Employer may have a reasonable period of time to hire and train additional Telecommunicators, the parties agree as follows:

1. Beginning on the date this MOU is executed by both parties and continuing through 0700 hours, November 1, 2015, supervisors and the training coordinator may be assigned by Employer to work during hours outside of their regularly scheduled shifts that could

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otherwise be assigned to Association members as overtime hours pursuant to Article 16 of the Collective Bargaining Agreement. Supervisors may voluntarily agree to work such hours, provided that:

(1) Association members are given at least two weeks' notice of the available overtime hours and the opportunity to sign up to work during such hours; (2) an Association member has not signed up to work the available overtime hours at least 10 calendar days prior to the date the hours are available; and (3), if a supervisor or the training coordinator do not volunteer to work during such hours, an Association member will be assigned to work during such hours on an involuntary basis in accordance with Section 16 of the Collective Bargaining Agreement.

2. When a supervisor or the training coordinator voluntarily agree to work during such hours an Association member may claim the hours being worked by the supervisor or training coordinator, if the Association member chooses to do so, provided that the Association member gives the supervisor or training coordinator at least seven days' advance notice in writing of their desire to claim such hours.

3. If overtime hours are posted less than two weeks prior to the shift, the District will first ask if any supervisors or the training coordinator are willing to voluntarily agree to work such hours. This will be done **before** an Association member is assigned from pager duty for the shift. However, an Association member may claim such hours once they are scheduled to a supervisor or the training coordinator if the Association member gives the supervisor or training coordinator at least 72 hours' advance notice in writing that the Association member will work the hours.

4. There will be no favoritism or discrimination in the implementation of this MOU. Available hours to be assigned to supervisors or the training coordinator or claimed by Association members pursuant to this MOU will be posted as soon as possible.

5. Supervisors and the training coordinator shall be held to the same standard as Association members when they are assigned overtime shifts. Once a supervisor or the training coordinator commit to a shift, the supervisor or the training coordinator shall be responsible for working the shift or arranging adequate voluntary coverage. Supervisors or the training coordinator working an overtime shift shall be held to the same standards concerning duties, responsibilities and work performed as bargaining unit members.

6. Neither the Employer nor the Association will offer evidence of this temporary agreement or the practices authorized herein in any dispute other than a dispute concerning an alleged violation of this MOU. Neither party will rely on this MOU as evidence of past practice allowing supervisors to perform bargaining unit work, waiver of the other parties' rights under the contract or law, or as evidence supporting modification of the parties' collective bargaining agreement. This MOU will not establish an enforceable or binding practice against either party once it is expired or is otherwise terminated by agreement of the parties, and neither the Employer nor the Association will claim that such an enforceable or binding practice has been established.

7. Unless extended by the mutual agreement of the Parties, this agreement will expire at 0700 hours on November 1, 2015. Once the MOU has expired or is otherwise terminated by agreement of the parties, all terms and conditions of the MOU shall be null and void.

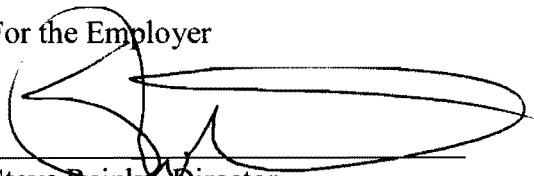
8. During the duration of this MOU, and provided that Employer complies with the terms and conditions of this MOU, the Association agrees that it will not demand to bargain the practice of assigning supervisor or the training coordinator to work hours that might otherwise be claimed by Association members as overtime hours or involuntarily assigned as overtime hours to Association members pursuant to Article 16 as specified herein, will not claim that such practice is a breach of the Collective Bargaining Agreement or an unfair labor practice pursuant to ORS 243.672, or otherwise challenge such practice.

9. Any dispute concerning this agreement will be resolved under the terms of Article 28, Grievance Procedure of the parties' Collective Bargaining Agreement.

10. Except as specifically modified by this MOU, all terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect. To the extent any of the terms and conditions of this MOU conflict with those of Articles 10 or 16 of the Collective Bargaining Agreement, the terms and condition of this MOU shall prevail for so long as it is in effect.

Dated: 2-4-16

For the Employer



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

For the Association



Cari Elliston, Association President