

MEMORANDUM OF UNDERSTANDING

A. Parties

The Parties to the MOU are Multnomah County, Oregon (hereinafter "County") and IBEW Local 48, AFL-CIO, hereinafter "Union".

B. Background

The Department of Community Services is responsible for the operation and maintenance of several bridges in the Portland metropolitan area. A part of that responsibility includes ensuring that bridges are operational and functioning properly at all times. This responsibility includes ensuring that DCS electricians assigned to the Bridge Section promptly respond to and repair any malfunctions. Article 15.7 of the Local 48 Agreement does not address voluntary on-call duty for Local 48 members assigned to the Bridge Section. In order to ensure that this responsibility is met, DCS and Local 48 have agreed to the following.

C. Terms

Article 15.7 is hereby amended as follows:

7. On-Call Duty

a. Voluntary. Facilities Management may use a voluntary on-call duty pool to provide a method of rotating access to emergency call-out generated overtime. All employees who volunteer shall be allowed to take their assigned County vehicles home. Employees whose residences are more than 25 miles from his/her permanent reporting place may not be eligible to volunteer for this pool. An employee in the pool shall be designated as the primary responders and shall take all Call Outs If call volume demands it, another employee from the pool may be called out. The designated primary responder who declines a call may be removed from the volunteer pool and shall lose the ability to take a County vehicle home. With permission of management, the employee may be reinstated to the volunteer pool. If called in to work, the volunteer employee must respond to the call and will be paid as described in Section 5. The assignment of On-Call status will be distributed equally among qualified employees who volunteer for the assignment.

The division may terminate a Voluntary On-Call Duty pool by providing ten (10) days notice to the affected employees. Employees may withdraw from the voluntary pool with ten (10) days notice to management. Employees shall be paid one (1) hour of pay at the regular straight time rate for each eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments. On call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Bridge Section management may use a voluntary on-call duty pool to ensure bridge operations are continuous. Employees who are assigned to the Bridge Section and who volunteer for on-call duty will be assigned a County take-home vehicle. Management reserves the right to exclude an employee from the voluntary on-call pool if his/her residence is more than 30 miles from his/her permanent reporting station. Employees who are called in to work will be paid in accordance with Section 5 of this agreement. Management may terminate Voluntary On-Call Duty with ten (10) days notice to the affected employee(s). Employees may withdraw from the voluntary pool with ten (10) days notice to management.

b. Transportation and Electronic Services management, during a bona fide emergency situation, may require employees to be on call for a specific period of time. Employees shall be paid one (1) hour of pay at the regular straight time rate for each eight (8) hours of assigned on-call duty during such bona fide emergency situation. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments. On call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

c. Employees in On-Call status must respond to the initial contact within one-half (1/2) hour. If the employee's presence at the work site is required, the employee must be able to report for work within one (1) hour of his or her response to the initial contact. Employees in On-Call status shall be available for call-in work assignments outside of his/her working hours, but not subject to restrictions which would prevent the employee from using the on-call effectively for the employee's own purposes. While in On-Call status, employees are required to remain fit for call-in during non-work time, keep their assigned telecommunications equipment in operation and comply with any call-in assignment. An employee in On-Call status will be assigned a specialized County vehicle that shall be used solely for performing County business and commuting to and from work.

d. Employees who are assigned a County vehicle under Section 7 (a) may be dispatched to their home by Management from their last work assignment. Such employees will be released from duty at their designated shift termination. The final 15 minutes of the shift are designated as Clean-Up Time per Article 14.

This represents the complete agreement of the parties.

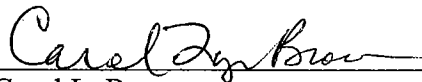
Dated this 5th day of October 2006

For the Union:

For the County:



Barry Mitchell
Business Manager



Carol L. Brown
Labor Relations Manager