

Memorandum of Understanding  
Between  
Washington County ("County")  
And  
Teamsters Local #223 ("Union")

Washington County ("County") and the Teamsters ("Union") are parties to a Collective Bargaining Agreement ("CBA") currently in effect through June 30, 2022.

The parties have entered into this Memorandum of Understanding (MOU) on the date below for the purpose of creating an addendum to Article 9.9 Stand-by.

The stand-by schedule is defined in the CBA as a 7-day rotation. The parties wish to amend the CBA to include the following language:

The stand-by list will consist of one (1) list for weekly stand-by team assignments. There will be two (2) to four (4) employees each week assigned to the stand-by team depending on how the scheduling segments are selected and/or assigned. Normally, there will only be two (2) employees actively on stand-by duty during a normal assignment except for certain instances such as inclement weather.

The weekly stand-by assignment will be broken down by schedule and into three (3) categories generally referred to as segments:

Segment	Common Name	Schedule – (5 x 8)
1	Monday – Monday	End of shift Monday to beginning of shift the following Monday
2	Monday – Friday	End of Shift Monday to the beginning of shift Friday
3	Friday – Monday	End of shift Friday to beginning of shift Monday

Segment	Common Name	Schedule – (4 x 10)
1	Monday – Monday	End of shift Monday to beginning of shift the following Monday
2	Monday – Friday	End of Shift Monday to 5:00 p.m. Friday
3	Friday – Monday	5:00 p.m. Friday to beginning of shift Monday

Assignments off the stand-by list will start a minimum of 72 hours prior to the scheduled stand-by assignment. The dispatcher or designee will begin with the crew member who is in the #1 position on the stand-by list. This crew member will be offered one of two choices: Segment 1: Monday – Monday or Segment: 2 Monday – Friday. The day and hour assignments for stand-by are captured in the attached spreadsheet.

Example scenarios:

- If the crew member selects the entire week (segment 1), then the crew member in the #2 position on the list will be offered the same choices (segment 1 or 2) in order to fill the second spot.
- If the #1 crew member selects the beginning of the week (segment 2), then the crew member in the #2 position will be offered the end of the week slot (segment 3) that complements crew member #1's selection. Alternatively, the #2 crew member could choose the other full week assignment (Segment 1). If the #2 crew member declines either option, they are moved to the bottom of the list and the same offer is presented to the crew member in the #3 position and so on.

The on-call supervisor assigning the stand-by assignment has discretion to decide who to call when the assignment comes in 15 minutes prior to the transition period between two segments

Employees that volunteer for the stand-by list are expected to communicate their status of availability for assignments when on leave whether the leave is planned or unplanned. Employees will contact the Dispatcher or designee and communicate their availability status for stand-by duty during such leave and the Dispatcher or will make note of the employee's availability and make stand-by assignments accordingly. For leave that is not related to discipline, the employee will maintain their position on the list.

If the employee fails to inform the Dispatcher or designee of their availability during their leave, then it will be presumed that the employee is not available during their leave and they will rotate to the bottom of the stand-by list accordingly.

A request to resign the assignment, during the week preceding the assignment, will be limited to Monday – Thursday (when the crews are on 5-8s) or Monday – Wednesday (when the crews are on 4-10s). If a resignation occurs, after the assignments have been made, the requisite 72-hour requirement will be waived to allow County to find a replacement employee.

Except for certain circumstances that are out of the crew member's control, a request to resign is subject to management's ability to find a suitable alternate to take that person's position.

When an alternate is needed, the dispatcher or designee will offer the assignment to the next person on the list who is in the #1 position. If that person, declines, the offer will be made to the #2 position and so on until an alternate is secured. If someone declines while being asked to fill an assignment as an alternate, they will not lose their place on the list.

If an alternate is not secured by the end of the week, then the request will be denied unless the resignation is for a situation that is out of the crew member's control. If the alternate is not secured or if the resignation occurs during the actual week of the person's assignment, the stand-by position will not be backfilled, and the employee may be subject to disciplinary action. In these cases, the on-call supervisor will simply use the call-out list to supplement any after hour calls for service.

The parties agree to this amended language for a period of six (6) months to assess if this is a satisfactory process for both parties. After such time, the parties will finalize the stand-by process in a subsequent MOU or revert to the language of the CBA.

When new or unexpected events or issues arise related to stand-by, the parties agree to discuss how to handle the situation moving forward.

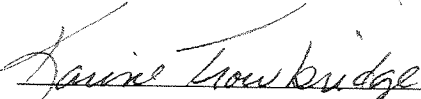
All other provisions outlined in Article 9 - Overtime and within Section 9.9 - Stand-by shall remain intact and enforceable.

Signed and dated this 12<sup>th</sup> day of August 2020.

WASHINGTON COUNTY

TEAMSTERS

By:   
Sia Lindstrom, Interim Assist. County Administrator

  
Karine Trowbridge, Teamsters Representative