



**Memorandum of Understanding (MOU) between
Deschutes County and
Deschutes 9-1-1 Employees Association Dispatcher/Call taker Position Incentives**

This Memorandum of Understanding ("MOU") is entered into by and between the Deschutes County 9-1-1 Service District ("DC911") and the Deschutes 9-1-1 Employees Association ("Association"). DC911 and the Association are parties to the *Collective Bargaining Agreement between DC911 and Deschutes County 9-1-1 Employees Association: July 1, 2020 – June 30, 2022* ("CBA").

DC911 is currently experiencing recruitment difficulties caused by the ongoing COVID 19 pandemic, current conditions in the labor market, the intensity of the work, and the difficulty of attracting qualified employees interested in supporting a 24/7 emergency dispatch and call center. DC911 would like to offer a recruitment incentive program as detailed below to offer to new employees to stabilize staffing on the 9-1-1 operations floor.

The purpose of this MOU is for DC911 and the Association to come to an agreement to provide DC911 with the ability to immediately implement an incentive program addressing the challenging recruitment issues currently impacting DC911 in recruiting new staff to provide services on the 9-1-1 operations floor, which include answering 9-1-1 and non-emergency calls, and dispatching police, fire, and medical services to the citizens of Deschutes County.

In furtherance of the parties' desire to improve recruitment for positions on the 9-1-1 operations floor, the parties hereby agree as follows:

1. DC911, in its sole discretion, shall select positions eligible to receive incentive compensation and pilot methods to address recruitment issues. DC911 may expand or contract compensation or other incentives as allowed under federal and state law, County ordinances and/or policies, or common law. Nothing in this MOU shall preclude DC911 from making changes to the incentive program detailed herein, including discontinuing the program for any reason. However, DC911 shall honor any previously executed individual employee incentive compensation agreements to the extent employees fulfill the required reciprocal obligations provided in such agreements.
2. The Association acknowledges that under ORS 243.672(1)(e) the parties are obligated to bargain in good faith prior to altering the status quo of any mandatory subject of bargaining that is not included the CBA. The Association hereby acknowledges as satisfied any right under federal, state, or common law to bargain any aspect of the incentive programs detailed in this MOU, including the implementation, modification, or discontinuation of those programs.
3. Pursuant to this MOU, DC911 may, in its discretion, implement the following incentive program:
 - a. 9-1-1 Call taker and Dispatcher Recruitment Bonus – Temporary Program:
 - i. DC911, at its sole discretion, may offer a signing bonus to any newly recruited

qualified 9-1-1 Call Taker, Public Safety Dispatcher I and II, or other difficult-to-fill positions, as determined by DC911, which are assigned to the 9-1-1 operations floor. This is a one-time incentive program and the parties agree it does not create a binding or enforceable precedent or past practice.

- ii. An employee's acceptance of any signing bonus shall be voluntary and shall require a minimum two-year (24 month) commitment to be memorialized by a written agreement obligating the employee to work directly for or in support of the 9-1-1 operations floor. Bonus pay will occur as follows:
 1. 25% of the eligible bonus will be paid as part of the employee's first paycheck after beginning employment with DC911, and 75% of the eligible bonus will be paid as part of the employee's fourth paycheck after beginning employment with the District, unless payment of the remaining 75% of the eligible bonus is required sooner in order to comply with Oregon law;
 2. The total bonus shall not exceed \$5000 without prior DC911 approval;
 3. All bonus payments must be paid in full by January 2, 2024, or later if changes to applicable statutes allow.
 4. Bonus payments received pursuant to this incentive program are one-time only, to be received only upon hiring of qualified new employees into the 9-1-1 Call taker or Public Safety Dispatcher I or II classifications.
- iii. Employees that voluntarily resign, voluntarily transfer to a non-9-1-1 operations floor based position, or are at step 2 or higher of progressive discipline as defined by Article 28 of the CBA prior to fulfilling the two-year (24 month) commitment described herein automatically forfeit any remaining future prorated bonus pay or other incentive pay for the months any of these conditions are met.
- iv. The required written agreement noted in paragraph ii above shall be signed by the employee and, at a minimum, include provisions requiring the following:
 1. The employee shall remain in a position assigned to the 9-1-1 operations floor for a minimum of two years (24 months), which may include employees who are promoted to a 9-1-1 supervisor position within this timeframe.
 2. In the event the full two-year (24 month) time commitment is not met, employees shall be obligated to reimburse to DC911 the prorated, unearned portion of the bonus paid to them.
 3. If an employee is required to reimburse any portion of the bonus to DC911, DC911 may, without further notice or authorization from the employee, deduct from the employee's next three (including final) paychecks any amounts due for reimbursement of the bonus to the full extent permitted by applicable law. If the employee's employment with DC911 ends for any reason before full reimbursement of all amounts due, the employee shall be required to reimburse all remaining amounts due within ninety (90) days of their last day of employment with DC911. The written agreement with the employee shall advise the employee of the deductions to be authorized by his or her signature and

voluntary agreement.

4. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
5. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
6. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
7. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
8. Any dispute concerning the terms and conditions of this MOU brought by DC911 or The Association on behalf of its represented employees will be resolved under the terms of Article 28 (Grievance Procedure) of the CBA.
9. Except and unless specifically modified by this MOU, all terms and conditions of the CBA shall remain in effect. To the extent any of the terms of this MOU conflict with those in the CBA, the term and conditions of this MOU shall prevail for so long as it is in effect.
10. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this 17th day of June, 2022.

Signatures:


Sara Crosswhite, Deschutes County 9-1-1 Service District

6-17-22
Date


Krista Mugavero, Deschutes 9-1-1 Employees Association

6/17/22
Date

