



Memorandum of Understanding Between Deschutes County and The American Federation  
of State, County, and Municipal Employees (AFSCME) Local 3997

--AGREEMENT REGARDING MOBILE CRISIS ASSESSMENT TEAM EMPLOYEES--

Original Effective: June 1, 2007

Modified: November 12, 2013

Second Modification: November 2, 2015

Third Modification: December 1, 2021

Document #DC-2021-896

This Scheduling and Employment Agreement (Agreement) is hereby entered into by and between Deschutes County (County) and the full-time employees of the Mobile Crisis Assessment Team (MCAT employees) to define the terms and conditions of employment for and establish the schedules of MCAT employees. This Agreement can be reviewed at any time by request of either the County or MCAT. The County and MCAT will schedule the first meeting within 30 days from the date of the request.

Recitals

WHEREAS, the Deschutes County Health Services Department (DCHS) and MCAT employees are mutually interested in establishing an employment relationship in the Mobile Crisis Assessment Team (MCAT employees) to define the terms and conditions of employment for and establish the schedules of MCAT employees.

WHEREAS, DCHS, AFSCME, Local 3997 (AFSCME), and MCAT employees recognize and agree that due to the unique nature of the MCAT program and the work performed by MCAT employees, the terms and conditions of employment agreed to herein shall apply solely to MCAT employees.

WHEREAS, the Crisis Program is a division of DCHS tasked generally with providing face to face and telephonic crisis support for individuals experiencing a mental health crisis;

WHEREAS, the Crisis Program includes two divisions performing separate but interrelated functions, including the Mobile Crisis Assessment Team (MCAT") and Deschutes County Stabilization Center ("DCSC");

NOW, THEREFORE, in consideration of the mutual promise and covenants set forth herein, the County, AFSCME, and the MCAT employees each agree as follows:

AGREEMENT

The changes outlined in this Agreement will become effective on the first day of the month immediately following the agreement being signed. Until then, the existing MCAT Scheduling and Employment Agreement will remain in full force and effect.

**DC-2021-896**

**A. Overview of Position and Schedule:**

The primary purpose of MCAT is to provide effective community-based mobile crisis intervention services to people in Deschutes County. The MCAT program is well integrated with first responder systems such as law enforcement and medical providers in Deschutes County. DCHS places a high value on MCAT and its work. The primary objective of MCAT is to sustain an excellent community service and have continuity of trained, knowledgeable professionals as much as possible.

1. ALL MCAT employees will be hired within the Behavioral Health Specialist II classification, and therefore must meet the minimum qualifications and be able to perform the essential functions specified by the County for persons within this classification.
2. MCAT employees shall be scheduled in 24-hour periods, from 7 am to 7am. The MCAT supervisor will establish the work schedule for MCAT employees in three-month periods of time. The supervisor will complete and provide the schedule to MCAT employees no later than thirty (30) days prior to the beginning of each quarterly period. MCAT team meetings will be held at least monthly in order to assure schedule coverage is balanced as equally as practicable among the MCAT employees and time off requests are covered. The MCAT supervisor retains the responsibility and discretion to evaluate the effectiveness of the schedule structure and to adjust the schedule as needed to ensure the MCAT is capable of effectively responding to crisis situations in Deschutes County.
3. MCAT team members' preference for shifts (primary day, primary night, or float) may be considered where possible and without productivity being a consideration in how shifts are assigned. If a unanimous consensus is unable to be reached, the shifts will rotate on a twice per month or monthly basis.
4. An MCAT employee may submit a written request to the MCAT supervisor to trade 24-hour periods with another MCAT employee. It is the sole discretion of the MCAT Supervisor whether to approve the 24-hour periods trade requested. Once approved, it is the responsibility of the MCAT employee making the request to find another MCAT member for 24-hour shift coverage. The MCAT supervisor may provide specific guidelines for this process. Written request for the specific shift trade will be provided to the MCAT supervisor who will make a final determination. The MCAT supervisor will take into consideration the balance of scheduled days on and off, the business needs of DCHS, and the adequacy of staffing levels when approving or denying trade requests. Once a 24-hour period trade is finalized, it is

the responsibility of the employees who have traded shifts to ensure shift coverage for the shifts that are traded.

5. An MCAT employee will be allowed to work a maximum of (6) six 24-hour periods in a row. If an employee works (6) six 24-hour period, they will be required to take the next (3) three consecutive days off.
6. Each MCAT employee is salaried and classified as exempt pursuant to the FLSA. MCAT employees will be paid their salary as other exempt employees are within the County – in equal monthly amounts over the course of a 12-month period. There is a 10% pay differential for MCAT positions in addition to the standard salary scale for the BHS II classification. As exempt employees, there will be no overtime pay or compensatory time. Pay and work-hour requirements will be based on the standard requirement for all full-time employees.

The only exception to this is in the event that an MCAT employee provides coverage as a participant in the internal On-Call Pool. In such cases, the on-call stipend identified in the Internal On-Call Crisis Response Pool Memorandum of Understanding (MOU) will apply and will be paid as a part of the regular monthly pay period. Should an MCAT employee be assigned to work on an on-call basis pursuant to the On-Call Pool Agreement, the MCAT employee so assigned will receive the appropriate on-call stipend in addition to their regular salary. Participation in the internal On-Call Pool will be approved by the MCAT supervisor as specified in the Internal On-Call Crisis Response Pool MOU.

7. Annual leave will accrue as Time Management Leave (TML) in accordance with Article 18 and Appendix A of the collective bargaining agreement between Deschutes County and AFSCME, Local 3997 (CBA) and the County's Time Management Leave Policy. Holiday leave will be credited to each MCAT Employee on a monthly basis and credited toward hours worked each month and total hours worked annually as described in Section C, Paragraph 2 below. Except as noted herein, any leave taken by MCAT employees will be governed by applicable Deschutes County policy, applicable state and federal law, and the applicable provisions of the CBA. (Please refer to Section C. Employee Benefit Section for further details.)
8. Use of Time Management Leave (TML):
  - a. MCAT employees will be required to take time off for a minimum of one calendar week each fiscal year as long as sufficient TML is available , two

weeks is encouraged (Please refer to Article 18, Section 6 of Agreement between Deschutes County and AFSCME.

- b. MCAT employee will be expected to request leave a minimum of 14 calendar days in advance of the requested time off.
- c. Leave requests will not typically be granted for the following holidays (Thanksgiving, Christmas and New Year's), unless given prior approval by the MCAT Supervisor.
- d. MCAT employees may also utilize TML for periods of illness, injury, or personal emergency. In order to take leave in such situations, the MCAT employee requesting leave shall immediately contact the MCAT supervisor and advise them of the situation. The MCAT supervisor may request documentation from a medical provider at the MCAT supervisor's discretion.
- e. Available accrued leave from an MCAT employee's TML will be allocated on a 12-hour or 24-hour basis. If an MCAT employee needs to take less than a full shift off to attend appointments or to leave early, they will be permitted to request any number of hours off using TML as described in paragraph 8.f. below.
- f. When an MCAT employee uses TML, such leave shall be reduced from the MCAT employee's accrued TML balance as follows: 12 hours will be used for every 24 hour period taken off; 6 hours will be used for a 12 period taken off. If leave is taken in smaller increments, the amount of TML used will be equal to the amount of time taken off.
- g. For extended illness or leaves taken in excess of three (3) consecutive working days, an MCAT employee will use available accrued TML Medical provider and/or FMLA documentation may be requested at the MCAT supervisor's discretion.
- h. MCAT employees are expected to manage their TML appropriately through the year. Any TML accrual in excess of maximum accrual limits will be managed in accordance with the CBA and/or Deschutes County personnel rules, and/or other applicable Deschutes County policies. The MCAT supervisor will not be obligated to authorize additional hours off outside of the process outlined above in Section A, Paragraph 7a-b for an MCAT employee who has reached or exceeded maximum TML accrual allowance.

9. In the event of staff shortage or unfilled periods, the MCAT supervisor has the right to adjust the schedule for coverage with minimal notice as needed, and within the MCAT supervisor's discretion.

## **B. Schedule and Work-hour Documentation**

1. When fully staffed, MCAT will consist of a team of (6) six full-time Behavioral Health Specialist II employed by DCHS. Minimum staffing for MCAT will consist of a team of (4) four Behavioral Health Specialist II employed by DCHS. The normal work schedule for the term of this agreement will be two teams of three MCAT employees working 24-hour period approximately 15 days per month. Each team will consist of the following roles: primary day, primary night, and float. Please see operations manual for position descriptions and responsibilities.

The float position should generally work a maximum of 12 hours in a 24 hour period. If any team is without a float position for a 2-week period of time, a float position will be requested from the Internal On-Call Pool and the 72-hour shift (as outlined in the MCAT Operating Agreement) will be prioritized in scheduling by the MCAT supervisor. The MCAT supervisor retains the responsibility and discretion to evaluate the effectiveness of the schedule structure and to adjust the rotation schedule as needed to assure the MCAT is capable of effectively responding to crisis situations **and to support employee wellness**. Required work hours will be based on the standard for a full-time employee. For periods of roster vacancy due to loss of staff or leave, the MCAT supervisor will make every effort to fill a vacancy as quickly as possible. The MCAT supervisor may adjust the schedule as needed to assure adequate coverage when MCAT is not fully staffed.

2. Additional hours will be required to perform other duties on days when the employee is not assigned to be the MCAT staff on duty. Additional duties may include the following:
  - a. Employees may be required to attend mandatory meetings and trainings, or testify in court appearances, on days during which they are not the assigned MCAT staff on duty. Every effort will be made to record these meetings/trainings to accommodate employees' schedules. Required MCAT employee documentation is expected to be initiated as soon as possible after service and completed within 48 hours. The float position can be utilized in order to allow time for required documentation to be completed.
  - b. Employees will be allowed to attend approved trainings for continuing education during their shifts with prior supervisor approval. The supervisor will ensure minimum staffing requirements are met while the employee attends the training. MCAT employees who are in attendance of an approved training will not be called

out of the training to respond to calls. Coverage or accommodations will be made to protect supervision time whenever possible.

### **C. Employee Benefits/Annual Leave**

1. Total Leave Benefit: Each MCAT employee earns the TML and holiday leave on an annual basis, based upon a normal 40-hour workweek. Total benefit hours for TML and holiday time will equal the TML and holiday leave of a typical 40-hour workweek accrued by other AFSCME-represented employees within DCHS. TML will accrue as provided in Article 18 and Appendix A of the CBA based on length of service. All listed benefit levels are for full-time employees.
2. Holiday Leave: Recognized holidays are listed in Article 17. Section 1 of the CBA. Due to the unique characteristics of the MCAT, including the need to schedule MCAT on a 24 hour/7 days per week basis, MCAT employees are not relieved from duty on recognized holidays. Rather, MCAT employees shall accrue 6.67 hours per month of holiday leave in addition to what they otherwise accrue in TML. AFSCME-represented employees are paid for ten eight-hour holidays per year, which when annualized is 6.67 hours per month. While MCAT employees are not relieved from duty on holidays, they are not precluded from taking TML during holidays. However, such leave must be approved in advance by the MCAT supervisor pursuant to Section A, paragraph 7 above.
3. All other employee benefits, including health plan participation and retirement program options are governed by same rules and policies as those available to other DCBH employees.

### **D. Work Hour Calculation**

1. Total annual MCAT employee work hours are based on standard requirements for a full-time employee. Holiday hours are calculated separately. MCAT employees are paid in 12 equal monthly payments per year.
2. It is anticipated that an MCAT employee will typically work 15 24-hour periods per month. Each employee is paid based on standard requirements for a full-time employee. In addition, they will accrue 10 eight (8) hour holidays per year (6.67 hours/month as outlined above).
3. TML expended per 24-hour period is calculated by taking the total number of paid hours per year, inclusive of holidays, divided by the total shift worked per year.

$$2072 \text{ [Regular Hours]} + 180 \text{ [Holiday Hours]} = 2152 \text{ [Total Hours Paid]}$$

2. This Agreement constitutes the only exception to the Deschutes County Personnel Rules, applicable Deschutes County policies and practices, and the provisions of the CBA agreed to by MCAT employees, AFSCME, and DCHS. MCAT employees, AFSCME and the County agree that the arrangement reflected in and governed by this Agreement is unique to MCAT, does not create a precedent or an enforceable practice or policy for the County or its employees, or otherwise affected or impact in any way other County employees covered by the CBA.
3. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
4. Provisions of this Agreement are contractual and are not mere recitals. All terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.
6. This Agreement 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 e-mail deliver 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 an original thereof.

Agreed to this 30<sup>th</sup> day of Nov., 2021



Nick Lelack  
for Deschutes County

11/30/2021  
Date



Brenda Johnson  
for Oregon AFSCME Local 3997

12/1/2021  
Date

15 [24-hr periods worked] x 12 months = 180 [Total 24-hr periods worked per year]  
2152 / 180 = 12 hrs per 24-hr period worked (6 hrs per 12-hr period worked)

#### **E. Primary Work Station**

The primary work station for each MCAT employee shall be located 63311 Jamison Street, Bend, Oregon, 97701. MCAT employees shall be paid travel expenses on the same basis as are other AFSCME-represented DCHS employees from their primary workstation to and from DCHS business. For regularly scheduled periods, it is expected that a Deschutes County-owned vehicle will be utilized as the standard mode of transportation for the MCAT-employee whenever possible. When an MCAT employee needs to use their personal vehicle, the MCAT employee will be paid travel expenses on the same basis as are other AFSCME-represented employees. Given the regional nature of MCAT services, MCAT employees are required to live within a geographic proximity that will allow a timely response to emergency situations in multiple locations- this will be included both living in the Bend/Redmond area and within 30 minutes of St. Charles Bend and Redmond Hospitals. This requirement will remain in effect for the duration of MCAT employment.

\*\* Note: Due to regional nature of this position, the primary work station of MCAT employees may change in the future based on regional demands, but would at all times remain within Deschutes County.

#### **F. Cancellation/Reconfiguration of Program**

1. IF DCHS intends to cancel or substantially reconfigure the program, DCHS agrees to give 60 days' notice to MCAT. If an MCAT employee intends to give notice to leave employment with MCAT, the employee agrees to provide DCHS with 60 days' notice of resignation. In the event of an internal transfer, transfer timelines will be determined by the supervisors of the affected teams. If an agreement is not reached, they will enlist assistance of the program manager and director to come to a final decision. In the event that the MCAT program is terminated or substantially reconfigured by DCHS, layoff of MCAT employees will be in accordance with the CBA.

#### **G. General Provisions**

1. MCAT employees are represented by AFSCME. Except for the terms and conditions of employment unique to MCAT employees that are agreed to herein, all terms and conditions of employment for MCAT employees shall otherwise be governed by the CBA, Deschutes County personnel rules, and/or other applicable Deschutes County policies. No aspects of this Agreement will be applicable to other DCHS personnel and/or other AFSCME- represented employees.