



**Memorandum of Understanding (MOU) between  
Deschutes County and  
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)  
Regarding Health Services Crisis Program Position Incentives**

This Memorandum of Understanding (“MOU”) is entered into by and between Deschutes County (the “County”) and the American Federation of State, County and Municipal Employees Local 3997 (“AFSCME”). The County and AFSCME are parties to the *Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees Local 3997: July 1, 201 – June 30, 2021* (Agreement). The purpose of this MOU is for Deschutes County and AFSCME to come to an agreement providing the County discretion to immediately implement incentive programs addressing challenging recruitment and retention issues currently impacting the Health Services Crisis Program (the “Crisis Program”) which services include the Mobile Crisis Assessment Team (“MCAT”) and Stabilization Center.

Due to unprecedented impacts related to COVID-19 and the pandemic, the Crisis Program is experiencing recruitment and retention issues caused by the current labor market predicament, the intensity of the work, and the difficulty of attracting qualified employees interested in supporting a 24/7 service crisis response to the community. The County would like to offer certain incentive programs detailed below to new and current employees to stabilize the Crisis Program.

The parties agree as follows:

1. The County, in its sole discretion, shall select Crisis Program positions eligible to receive incentive compensation and pilot methods to address recruitment and retention issues. The County may expand or contract compensation or other incentives as allowed under Federal, State, County laws and/or policies. Nothing in this MOU shall preclude the County from making changes to the incentive programs detailed below, including discontinuing the programs for any reason. However, the County shall honor any previously agreed individual employee incentive compensation agreements to the extent the employee fulfills their required reciprocal obligations.
2. AFSCME acknowledges that under ORS 243.672(1)(e), the County is obligated to bargain in good faith prior to altering the status quo of any mandatory subject of bargaining that is not included the Agreement. AFSCME hereby waives 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, the County may implement the following incentive programs:
  - a. Crisis Program Recruitment and Retention Bonus – Temporary Program:
    - i. The County, at its sole discretion, may offer a signing or retention bonus to any newly recruited ~~or existing~~ qualified Behavioral Health Specialist II position or other difficult-to-fill positions, as determined by the County, assigned to MCAT or the Stabilization Center. This is a one-time incentive program and the parties agree that this one-time incentive program does not create past practice.

**Document #2021-711**

ii. The County shall offer a retention bonus to all staff in an AFSCME represented position who are employed with MCAT or the Stabilization Center on August 12, 2021 and are not at Step 2 or higher of progressive discipline as defined by Article 6. The retention bonus offer will expire on August 27, 2021.

iii. An employee's acceptance of any signing or retention bonus shall be voluntary and shall require a minimum two (2) year written agreement obligating the employee to work directly for or in support of the Crisis Program. Bonus pay will occur as follows:

1. 25% of eligible bonus will be paid the first month and 75% by February 28, 2022;
2. Total bonus shall not exceed \$5000 without County approval;
3. All bonus payments must be paid in full by February 28, 2022 or later as changes to applicable statutes may allow.

iii.iv. Employees that voluntarily resign, voluntarily transfer to a non-Crisis Program - based position or are at step 2 or higher of progressive discipline as defined by Article 6 prior to fulfilling a two year commitment automatically forfeit any remaining future prorated bonus pay or other incentive pay for the months any of these conditions are met.

iv.v. The required written agreement noted in paragraph ii above shall, at a minimum, include provisions requiring the following:

1. The employee shall remain in a position assigned to the Crisis Program for a minimum of 24 months.
2. In the event the full 24 month time commitment is not met, the employee shall return a prorated portion of the bonus pay to the County through payroll deductions.
3. The employee shall voluntarily waive eligibility to transfer to other non-Crisis Program positions until the expiration of the 24 month period.

**b. Crisis Program Shift Coverage Stipend**

i. The County, at its sole discretion, may offer a stipend to all qualified employees who volunteer or are assigned to cover shifts for regular MCAT or Stabilization Center employees.

ii. Stipends will be provided as follows:

1. Employees who volunteer or are assigned to cover a MCAT shift shall receive a \$250 stipend for completing a 12-hour shift and a \$500 stipend for completing a 24-hour shift. Regular MCAT employees working their regularly scheduled hours will not receive the stipend. However, regular MCAT employees who volunteer or are assigned to work additional MCAT shifts outside of their normal schedule shall receive the stipend.
2. Employees who volunteer or are assigned to cover a Stabilization Center shift Employees will receive a \$350 stipend for completing an 8-hour shift.

3. For both MCAT and Stabilization Center shifts, employees who are utilized for a portion of a shift will be paid a prorated portion of the stipend based on the number of hours worked within the shift divided by the total hours in the shift.
  4. No additional TML will accrue when employees work on-call shifts and receive a stipend.
  5. Attendance at the required 7:00 am staff turnover meeting for MCAT coverage is included in the stipend.
- c. Crisis Program Shift Differential
- i. The County may offer a pay differential to all assigned Stabilization Center position classifications based on assigned shifts.
  - ii. Pay differentials shall occur as follows:
    1. Day Shift – No pay differential;
    2. Swing Shift – Receive a 7.5% pay differential;
    3. Night Shift – Receive a 10% pay differential.
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 the County or AFSCME on behalf of its represented employees will be resolved under the terms of Article 7- Grievance Procedure of the Agreement.
  9. Except and unless specifically modified by this MOU, all terms and conditions of the Agreement shall remain in effect. To the extent any of the terms of this MOU conflict with those in the Agreement, 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.

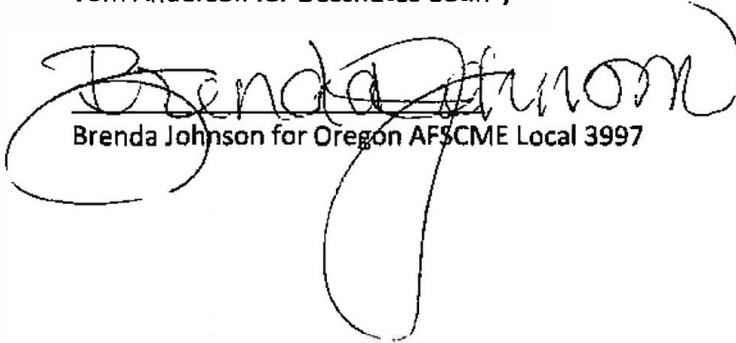
BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this \_\_\_15th\_\_\_ day of August, 2021.

Signatures:

  
Tom Anderson for Deschutes County

8-15-21  
Date

  
Brenda Johnson for Oregon AFSCME Local 3997

8/11/2021  
Date