



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

--AGREEMENT REGARDING DESCHUTES COUNTY STABILIZATION CENTER EMPLOYEES--

Original Effective: December 1, 2021

Document #DC-2021-898

This Scheduling and Employment Agreement (Agreement) is hereby entered into by and between Deschutes County (County) and AFSCME Council 75 (Union) on behalf of AFSCME Local 3997 and the full-time employees of the Crisis Stabilization Center employees to define the terms and conditions of employment for and establish the schedules of Crisis Stabilization Center 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 Crisis Stabilization Center employees are mutually interested in establishing an employment relationship in the Mobile Crisis Assessment Team (Crisis Stabilization Center employees) to define the terms and conditions of employment for and establish the schedules of Crisis Stabilization Center employees.

WHEREAS, DCHS, AFSCME, Local 3997 (AFSCME), and Crisis Stabilization Center employees recognize and agree that due to the unique nature of the Crisis Stabilization Center program and the work performed by Crisis Stabilization Center employees, the terms and conditions of employment agreed to herein shall apply solely to Crisis Stabilization Center 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 promises and covenants set forth herein, the County, AFSCME, and the Crisis Stabilization Center 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 Crisis Stabilization Center Scheduling and Employment Agreement will remain in full force and effect.

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

The purpose of the Crisis Stabilization Center is to provide the community with (24) twenty-four hour crisis coverage as an effective alternative to the emergency department and criminal justice system. The Crisis Stabilization Center provides excellent community service by sustaining a healthy and knowledgeable workforce.

1. Minimum staffing indicates the number of people who will remain in the building throughout the entire shift. Each shift will consist of three employees (including contractors.) Staffing is at the discretion of the supervisors and program manager based on operational needs and may be adjusted as needed. The safety committee which is comprised of staff and leadership will be utilized to review this policy moving forward.
2. An employee working at the Stabilization Center will be assigned a regularly scheduled shift, either Day, Swing, or Night. Employees will be paid a shift differential when the majority of hours worked during a regularly scheduled shift occur in either the Swing or Night shifts. "Majority of hours" means a number of whole hours greater than one-half (including meal breaks), e.g., 5 hours of an 8 hour shift:

Hours	Shift Differential
3 p.m. to midnight	7 ½ percent differential
11 p.m. to 8 a.m.	10 percent differential

The table above does not define the hours of the assigned shifts, hours worked will be the department's discretion.

Upon execution of this MOU, Section 3.c. of the MOU Regarding Health Services Crisis Program Position Incentives, Document #DC-2021-711, shall become null and void.

3. Staff are able to trade shifts with prior supervisor approval. In determining the approval the supervisor will consider implications of overtime, flexing hours, using TML, minimum staffing, and any other factors. If exempt staff swap a day shift for a swing or night shift, the person working the swing or night shift will be provided a stipend of \$185 for a swing shift, or \$250 for a 12-hour night shift.
4. Holidays:

- a. Employees will accrue eight (8) hours per month for personal time off in lieu of holidays. All part time employees (half time or more) shall accrue on a prorated basis.
    - i. No payment in lieu of holiday time off shall be made in the event an employee passes away, resigns, or is discharged from employment within the initial six months of employment. After the first six months of employment, employees are entitled to payment of accrued personal time off in lieu of holidays, prorated through any portion of the last pay period.
  - b. Upon application, which can be made no more than twice per fiscal year, a Deschutes County Stabilization Center employee may be paid for up to 48 hours per fiscal year for personal time accrued under Section A. Up to 96 hours of personal time may be carried from fiscal year to fiscal year. Employees who have accrued more than 96 hours of personal (holiday) time as of July 1 of each fiscal year will forfeit any time above that 96-hour limit.
  - c. In the event a non-exempt employee is required to work on one of the holidays identified below, which shall mean having to work between 12:00:00 a.m. and 11:59:59 p.m. on the date of the holiday, the employee shall be granted time off or receive compensation in the amount equal to the employee's regular straight time rate plus an additional amount equal to one and one-half (1 1/2) times the regular straight time rate for the hours worked on that holiday.
  - d. In the event an exempt employee is required to work on one of the holidays identified below, which shall mean having to work between 12:00:00 a.m. and 11:59:59 p.m. on the date of the holiday, the employee shall receive their salary plus be granted time off or receive compensation in the amount equal to one (1) times the regular straight time rate for the hours worked on that holiday.
    - i. Thanksgiving Day
    - ii. Christmas Day
    - iii. New Year's Day
    - iv. Independence Day
    - v. Memorial Day
5. Holiday Schedule: Time off on commonly requested dates for the year will be submitted by email on pre-determined bidding date(s), and will be granted based on seniority and holiday leave granted in the previous year. Procedures for requesting holidays off are found in the operating policy. The Betterment Committee which is comprised of staff and leadership will be utilized to review this policy moving forward. This process will go into effect on January 2, 2022.

6. If a supervisor determines extra staffing coverage is needed, exempt employees will be provided a stipend for picking up extra work hours in addition to their normal schedule. QMHP employees will be compensated \$350 to cover an 8-hour stabilization center shift. A prorated amount will be provided if they work less than 8 hours. Non-exempt employees may also be asked to provide staffing coverage in which case they would receive compensation in the amount equal to one-half (1 1/2) times the regular straight time rate for the hours worked on that shift. If the shift cannot be filled internally, the Internal On-call Crisis Response Pool Agreement will be utilized.

Employees who are utilized for a portion of a shift will be paid a pro-rated portion of the stipend based on the number of hours worked within the shift divided by the total hours in the shift. No additional TML will accrue when employees work these shifts.

Upon execution of this MOU, Section 3.b.ii.2-4 of the MOU Regarding Health Services Crisis Program Position Incentives, Document #DC-2021-711, and the entire MOU Regarding Extra Staffing Coverage at the Crisis Stabilization Center, Document #DC-2021-733, shall become null and void.

7. In the event of an internal transfer, transfer timelines will be determined by the Supervisors of the affected teams. If an agreement between the supervisors is not reached, they will enlist assistance of the program manager and director to come to a final decision. Employees who are separating from the county will give a minimum of 30 days' notice of their departure.

## **B. General Provisions**

1. Crisis Stabilization Center employees are represented by AFSCME. Except for the terms and conditions of employment unique to Crisis Stabilization Center employees that are agreed to herein, all terms and conditions of employment for Crisis Stabilization Center 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.
2. This Agreement constitutes the only exception to the Deschutes County HR-Personnel Rules, applicable Deschutes County policies and practices, and the provisions of the CBA agreed to by Crisis Stabilization Center employees, AFSCME, and DCHS. Crisis Stabilization Center employees, AFSCME and the County agree that the arrangement reflected in and governed by this Agreement is unique to Crisis Stabilization Center,

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

