



**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**

Original Effective Date: August 15, 2021
Amended June 27, 2025

Document #DC-2021-711 / 2025-711

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* (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 Community Crisis Response Team ("CCRT") 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(l)(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 in 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. In 2021, the County offered a Recruitment and Retention Bonus Temporary Program for the Crisis Program, as outlined in 2021-711. Employees who participated in the Program were required to enter into written stay agreements with repayment penalties. The Program has been terminated, but the written agreements between the County and the individual employees remain valid.

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 crisis program employees.
 - ii. Stipends will be provided as follows:
 1. Employees who volunteer or are assigned to cover an on-call crisis program shift (responding to calls from home) shall receive a \$250 stipend for completing a 12-hour shift and a \$500 stipend for completing a 24-hour shift. Regular crisis program employees working their regularly scheduled hours will not receive the stipend. However, regular crisis program employees who volunteer or are assigned to **work** additional on-call crisis shifts outside of their normal schedule shall receive the stipend.
 2. Employees who volunteer or are assigned to cover a waking shift at the Stabilization Center will receive a \$350 stipend for completing an 8-hour shift.
 3. For both on call and waking on-site 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 turnover meetings for crisis program coverage is included in the stipend.
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

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 this 1 day of July, 2025.

Nick Lelack
Nick Lelack
for Deschutes County

7/1/2025
Date

Brenda Johnson
Brenda Johnson
for Oregon AFSCME Local 3997

6.30.25
Date