

**Memorandum of Understanding (MOU) between
Deschutes County and
Deschutes 9-1-1 Employees Association Regarding Section 16.G.1**

This Memorandum of Understanding (“MOU”) is entered into by and between the Deschutes County 9-1-1 Service District (“District”) and the Deschutes 9-1-1 Employees Association (“Association”). The District and the Association are parties to the *Collective Bargaining Agreement between DC911 and Deschutes County 9-1-1 Employees Association: July 1, 2022 – June 30, 2026* (“CBA”).

As agreed to by the parties during bargaining concerning the CBA, a new Section 16.G.1 was added to the CBA, which states as follows:

If the District anticipates that a staffing shortage will occur on the 9-1-1 Call Center operations floor and there is insufficient time to remedy the shortage by assigning overtime pursuant to Subsection E above, the District may request employees who are not scheduled to work during the anticipated shortage to volunteer to fill the shortage. The District must communicate requests for volunteers by posting available overtime shifts at least 24 hours prior to the anticipated shortage. If more employees volunteer than needed to fill the anticipated staffing shortage, whenever possible volunteers will be chosen in the order of seniority.

The parties agree the intent of Section 16.G.1 is to provide the District with increased flexibility in filling staffing shortages that occur with less than fourteen days’ but more than 24 hours’ notice (and thus cannot be remedied via the use of assigned mandatory overtime pursuant to Section 16.E of the CBA), to decrease the need to utilize employees assigned to pager duty in such situations, and to incentivize Association members to volunteer to fill such shortages when the need arises.

The parties further agree that in general compensation paid to employees to work overtime hours pursuant to Section 16 of the CBA is paid at the rate of one and one-half (1 1/2) times the regular rate of pay converted to an hourly rate. (See Section 16.C.)

Finally, the parties agree that currently the District is experiencing suboptimal staffing levels to an unprecedented degree, and that such suboptimal levels will likely persist into the foreseeable future due, at least in part, to current workforce conditions in Central Oregon. For this reason, the parties agree there is a current need to provide the District with additional options and flexibility to plan for and react to staffing shortages that occur on short notice and to incentivize Association members to volunteer to fill such shortages. For these reasons, the parties each agree an enhanced incentive for employees to volunteer when such shortages occur should be implemented during the term of the current CBA and while suboptimal staffing levels persist.

In furtherance of the parties' mutual intent to provide for the use of voluntary overtime by Association members when staffing shortages occur on short notice (less than fourteen days but more than 24 hours) as described above, the parties hereby agree as follows:

1. For the duration of the current CBA, but only during those times when total staffing for the operations floor is less than 40 full-time equivalent Association-represented employees, overtime hours worked by such employees who volunteer to fill anticipated staffing shortages pursuant to Section 16.G.1 will be compensated at the rate of two (2) times the regular rate of pay converted to an hourly rate. Subject to the same conditions described herein concerning payment of wages for volunteering to pursuant to Section 16.G.1, if an employee and the District mutually agree, non-exempt employees may receive compensatory time off at rate of two (2) times the regular rate of pay converted to an hourly rate.
2. The District shall have authority to fully implement the provisions of Section 16.G.1 beginning June 15, 2022, regardless of whether the CBA is fully bargained to completion and executed by the parties as of that date. The District and the Association each acknowledge the new Section 16.G.1 as contemplated herein is mutually beneficial given the current unprecedented staffing levels on the 9-1-1 Call Center operations floor, and each desire to implement this mechanism to help alleviate staffing shortages that arise with less than fourteen (14) days' notice and incentivize employees to volunteer to fill such shortages as quickly as is practicable, regardless of the outcome of bargaining on the other issues currently opened for bargaining by the parties. For this reason, the parties acknowledge they have fully bargained the addition of Section 16.G.1 to the CBA in good faith and hereby agree to its addition to the CBA in full force and effect as of June 15, 2022, and that such addition is independent of bargaining, or the outcome of such bargaining, as to the remainder of the CBA. While the District's obligations pursuant to this Paragraph 2 are independent of its obligations pursuant to paragraph 1 above, the District hereby agrees to compensate employees who volunteer to fill anticipated staffing shortages pursuant to Section 16.G.1 at the rate of two (2) times the regular rate of pay converted to an hourly rate beginning June 15, 2022.
3. This MOU will terminate and the District's obligations pursuant to Paragraphs 1 and 2 above shall become void and unenforceable as of the end of the day on June 30, 2026, unless the parties mutually agree to extend the duration of this MOU.
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 _____ day of June, 2022.

Signatures:

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

Date

Krista Mugavero, Deschutes 9-1-1 Employees Association

Date