



**Memorandum of Understanding (MOU) between Deschutes County and American Federation of State, County and Municipal Employees Local 3997 (AFSCME) Regarding Juvenile Community Justice Position Pay Differentials**

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 the County and AFSCME to come to an agreement providing the County discretion to immediately implement a pay differential to address challenging recruitment and retention issues and stabilize staffing levels in our Juvenile Detention facility.

The Juvenile Detention Facility (JDF) is a statutory requirement of counties to provide 24/7 services for youth referred by law enforcement who pose a public safety threat and/or who are at risk of absconding. The facility processes approximately 250 total admissions per year, with a five-year average facility daily population of nine. Supervisors and staff provide detention intake and assessment, security and milieu management, and skill building/education.

State-governed staff-to-youth ratios, and industry requirements dictate that the facility is served by 14 Community Justice Specialists (CJS), two Community Justice Specialist Seniors (CJS Senior), two CJS Supervisors, and one Detention Manager. Supervisors and Manager also cover floor shifts in order to provide required staffing.

The Juvenile Community Justice Department has observed that JDF positions have been extremely difficult to fill and retain for meaningful periods because of the nature of the work, shift schedules and service operation requirements. The department has observed particular difficulty attracting and retaining staff in JDF positions with assignments to swing shift and night shift as determined by department scheduling.

As part of the department's efforts to increase the likelihood of attracting and retaining AFSCME-represented staff working in JDF positions, the Juvenile Community Justice Department seeks to update and replace shift differential structures as articulated in the AFSCME contract. The AFSCME contract (Article 8; Section 6; paragraph 2) currently provides a \$1.00 per hour shift differential for JDF employees for hours worked in a night shift as determined by department scheduling. The County seeks to enter agreement with the union to update and replace the current night shift differential pay for JDF staff as articulated in Article 8; Section 6; paragraph 2 of the AFSCME contract with the following pay differentials:

- Swing Shift (*2pm-10pm, or as determined by department scheduling*) – Differential pay of \$1.13 per hour.
- Night shift (*10pm-6am, or as determined by department scheduling*) - Differential pay of \$1.50 per hour.

These shift differentials as proposed are only applicable to AFSCME-represented members for work hours associated with fulfilling assigned duties in the JDF. Employees working night shift hours associated with assigned duties not relevant to the JDF will continue to be eligible for shift differential pay as articulated in Article 8; Section 6 of the AFSCME contract.

In furtherance of this goal, the parties agree as follows:

1. The County, in its sole discretion, subject to the availability of funds and business needs shall assign a \$1.13 per hour shift differential pay to Community Justice Specialist staff members for the hours they work during a Swing Shift (currently 2pm-10pm) and assign a \$1.50 per hour shift differential pay to Community Justice Specialist staff members for the hours they work during a Night Shift (currently 10pm-6am). The County may, at its sole discretion, determine and modify definitions of hours associated with Swing Shift and Night Shift.
2. Deschutes County Juvenile Community Justice employs Community Justice Specialists at JDF in both detention and probation services. The shift differential pay outlined in Section 1 will only apply to hours worked in detention services at JDF. This shift differential pay outlined in Section 1 would also apply to Senior Community Justice Specialist classification staff at JDF.
3. If an employee qualifies for the increased shift differential pay as outlined in Sections 1 and 2 above, they shall not qualify for the pay differential articulated in Article 8, Section 6 of the AFSCME contract.
4. The County, in its discretion, may expand, contract, or discontinue compensation or other incentives provided to employees pursuant to this MOU and as otherwise allowed under Federal, State, County laws and/or policies. Nothing in this MOU shall preclude the County from making changes, in its discretion, to the incentive programs detailed herein, including discontinuing the programs for any reason. However, the County shall honor any previously agreed to individual employee incentive compensation agreements arising pursuant to this MOU to the extent the employee fulfills their required reciprocal obligations.
5. 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.
6. 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.
7. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
8. 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.
9. 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.
10. 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.
11. 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.

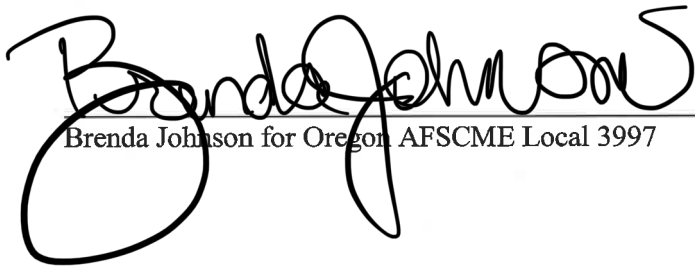
12. BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

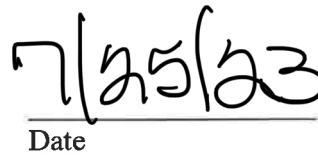
13. Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signatures:

\_\_\_\_\_  
Nick Lelack for Deschutes County

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brenda Johnson for Oregon AFSCME Local 3997

  
\_\_\_\_\_  
Date