

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DESCHUTES COUNTY
SHERIFF'S OFFICE (DCSO) AND THE DESCHUTES COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION (DCSEA)**

This Memorandum of Understanding (MOU) constitutes the agreement between the DCSO and DCSEA with respect to aligning time collection periods with pay periods for payroll.

Deschutes County, in cooperation with all Departments, Offices and Unions, plans to implement a transition plan to correct lag time in payroll and align the time collection period with the pay period.

Currently, the County advance-pays employees for the estimated work between the 22nd and the end of the month (minus any overtime worked). This introduces untimely payments of overtime wages to employees. The County plans to address this issue with the following transition plan. The payday will remain the last working day (non-holiday) of the month. The time collection period will adjust to be from the 22nd of the month until the 21st of the next month. Pay will no longer be projected from the 21st to the end of the month. This will result in all OT pay being paid in the correct pay period. However, the County will continue to pay monthly average worked hours (173.33 or 182.53).

The following are proposed options to assist in addressing the impact of the first paycheck:

- A. Deschutes County will allow DCSEA members (as well as all Sheriff's Office members) the option to expand the maximum vacation accrual bank by 60 hours (maximum 420 vs. 360) for one year prior to the implementation, for the use of an additional sell back to cover the lag-time-gap. This sell will be a onetime option and be in addition to the current November annual sell-back. For the month of implementation, employees will receive regular salary for the 1st through the 21st (reset) plus the amount of sell back hours to provide an easier transition for the gap-period (22nd through end of month).
- B. Deschutes County will allow DCSEA members the option to make an advance-draw on Vacation leave up to the number of additional hours needed to cover the gap period. Advanced Vacation leave will be recouped monthly over a six-month period following the month of implementation by a reduction in regular monthly Vacation accrual earnings..

Additionally, to allow employees sufficient time to prepare to take advantage of these options, Deschutes County will implement this transition with at least six months' notice and no later than June 30, 2023.

- C. **Consultation with Counsel.** 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.
- D. **Severability.** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction 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, which shall remain in full force and effect.

- E. **Effect.** 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.
- F. **Each Party Shall Bear Their Own Costs and Attorney Fees.** Each of the parties hereto shall pay their own costs and attorney fees incurred in filing, responding to, and resolving the GRIEVANCE and in negotiating the terms and conditions of this MOU.
- G. **Governing Law.** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue for any dispute being with the Circuit Court for Deschutes County.
- H. **Signature.** Each person signing below covenants and warrants that they are authorized to sign on behalf of the persons and entities they purportedly represent, that such party is authorized to enter into this MOU, and that such party is authorized to bind any successor or assign to the party signing this MOU.
- I. **Entire Agreement.** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements between the parties, whether written or oral, concerning its subject matter which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.

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

FOR THE DESCHUTES COUNTY SHERIFF'S OFFICE

SIGN: _____ DATED: _____
 L. Shane Nelson, Sheriff

FOR THE DESCHUTES COUNTY SHERIFF EMPLOYEES' ASSOCIATION

SIGN: _____ DATED: _____
 Chris Erhardt, President DCSEA

SIGN: _____ DATED: _____
 Jeff Pope, Vice-President DCSEA