

FILED

MAY 16 2023

STEVE DRUCKENMILLER, CLERK  
By [Signature] Clerk



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR LINN COUNTY

IN THE MATTER OF A LETTER OF AGREEMENT BETWEEN SEIU LOCAL 503, OPEU LINN COUNTY LOCAL 390 and LINN COUNTY AND DELEGATING AUTHORITY TO EXECUTE ORIGINALS

RESOLUTION &  
ORDER NO. 2023-180  
(Amending 2022-230)

COMES NOW, Darrin L. Lane, Linn County Administrative Officer, in a regularly scheduled and duly advertised meeting on May 16, 2023, and respectfully requests that the Board of County Commissioners for Linn County (Board) approve a Letter of Agreement with SEIU Local 503, OPEU Linn County Local 390 in the form found in Exhibit 1, attached hereto; and

WHEREAS, The Board having reviewed the Letter of Agreement, and being fully advised by staff; and, now, therefore, be it

RESOLVED, That the Letter of Agreement as set forth in Exhibit 1 with SEIU Local 503, OPEU Linn County Local 390, be approved; and

ORDERED, That duplicate originals conforming to Exhibit 1 be executed this day, and that Darrin L. Lane, Linn County Administrative Officer, be and hereby is delegated authority to sign the originals bearing this resolution and order number, and that the fully-executed originals be distributed as follows:

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- 1 (1) the originals to be distributed to Darrin L. Lane for signatures; and
- 2 (2) a copy to be returned to the Linn County Board of Commissioners for filing.

3 Dated this 16<sup>th</sup> day of May, 2023, *nunc pro tunc* May 9, 2023.

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY		AYE	NO
<u>Roger Nyquist</u>		X	
Roger Nyquist, Chairman			
<b>ABSENT</b>			
<u>William C. Tucker</u>			
William C. Tucker, Vice Chair			
<u>Sherrie Sprenger</u>		X	
Sherrie Sprenger, Commissioner			

11 APPROVED AS TO CONTENT:

12 [Signature]  
 13 Darrin L. Lane  
 Linn County Administrative Officer

11 APPROVED AS TO FORM:

12 [Signature]  
 13 Eugene J. Karandy II  
 County Attorney for Linn County



**FILED**

MAY 16 2023

STEVE DRUCKENMILLER, CLERK  
By  Clerk

**LETTER OF AGREEMENT**  
**Mobile crisis services 988**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



**I. PARTIES**

The parties to this agreement are the Linn County Health services department and Linn County (hereinafter, "the County") and SEIU, Local 503 OPEU/Linn County Local 390 (hereinafter, "the Union").

**II. PURPOSE OF THIS AGREEMENT**

The parties both agree that there is need to enhance our crisis response due to new state legislation passed regarding mobile crisis services 988.

**III. AGREEMENT**

1. Revision of Article 15, see management's initial proposal attached.
2. Updated scheduling for 988 see attached.

**SECTION 1 – SCOPE.**

Ensure LCMH/CMHP meets the state guidelines to operate a 24/7/365 mobile crisis response service. We must have the capacity to respond 24 hours per day, 7 days per week, and 365 days per year in providing community-based crisis intervention, which must include screening, assessment, safety planning and referrals for all age groups, to appropriate resources (see section 3 under "services"). We must ensure that mobile crisis services are accessible throughout our designated county and provided in English, Spanish and other predominant languages in our county through either direct staff and/or other language services.

Afterhours is defined as the time spent filling a requirement by the Employer that an employee be available and working for a specified time period. Employee(s) shall be compensated (see section 2 under "afterhours financial compensation") for performing "afterhours QMHP" and "afterhours consult QMHP" duties. If there is no requirement to be available and able to respond, it is not considered "afterhours". Section 2 of this Article is limited to the Health Services "Afterhours" requirements. Compensation shall be granted to employees in accordance with the schedule in Section 2 of this Article. Section 3 of this Article is limited to the Health Services "Mobile Crisis Response" team and services.

**SECTION 2 - HEALTH SERVICES DEPARTMENT- AFTERHOURS**

(a) Certain employees may be assigned to "afterhours QMHP" and/or "afterhours consult QMHP" status outside normal working hours, and incident thereto, conduct the duties and services outlined in section 3.

(b) Utilizing only employees who are "professional" under the Fair Labor Standards Act and in accordance with ORS 653.269(5)

(a), the County will cover the state's requirement for face-to-face 24/7/365 services designated by the County Health Administrator as follows:

- (1) To the extent possible, employees involved will be selected from those who volunteer to perform the duty.
- (2) Those selected will be part of a pool from which a rotating schedule will be developed.



(3) The “afterhours QMHP” employee will be required to be accessible by pager, email and/or telephone and to respond by telephone within fifteen (15) minutes and in person within two (2) hours depending on location and “rural” state requirements.

(4) The “afterhours consult QMHP” employee will be required to be accessible by pager, email and/or telephone and to respond by telephone within fifteen (15) minutes for consultation support to the “afterhours QMHP”, 988 teams, 988 dispatch calls, and law enforcement as needed. This may include in person\* services, which would take place within two (2) hours depending on location and “rural” state requirements.

(5) The “afterhours QMHP” and “afterhours consult QMHP” will be responsible for coverage gaps in the 24/7/365 schedule because of sick or vacation time, as well as other staffing needs from unforeseen coverage concerns.

(c) Definitions:

(1) “Afterhours QMHP” means

“Work night” means on duty from 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday until 8:30 a.m. the following morning. On duty means:

5p-12a =	988 coverage; hospitals; jails; telehealth as needed/appropriate
12a-830a =	Hospitals; jails; telehealth as needed/appropriate

“Holiday” means on duty from 8:30 a.m. on the day of the holiday to 8:30 a.m. on the day after the holiday. On duty means:

830a-12a =	988 coverage; hospitals; jails; telehealth as needed/appropriate
12a-830a =	Hospitals; jails; telehealth as needed/appropriate

“Saturday or Sunday afterhours” means on duty from 8:30 a.m. Saturday or Sunday morning to 8:30 a.m. on Sunday or Monday morning. On duty means:

830a-12a =	988 coverage; hospitals; jails; telehealth as needed/appropriate
12a-830a =	Hospitals; jails; telehealth as needed/appropriate

(2) “Afterhours Consult QMHP” means

“Work night” means on duty from 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday until 8:30 a.m. the following morning. On duty means:

5p-830a =	Consultation for “afterhours QMHP”; 988 QMHP; and QMHAs
12a-830a =	Consultation for “afterhours QMHP”; 988 teams, 988 dispatch calls, and law enforcement; and in person *

“Holiday” means on duty from 8:30 a.m. on the day of the holiday to 8:30 a.m. on the day after the holiday. On duty means:

24hrs =	Consultation for “afterhours QMHP”; 988 QMHP; and QMHAs
12a-830a =	Consultation for “afterhours QMHP”; 988 teams, 988 dispatch calls, and law enforcement; and in person *

“Saturday or Sunday” means on duty from 8:30 a.m. Saturday or Sunday morning to 8:30 a.m. on Sunday or Monday morning. On duty means:

830a-12a =	Consultation for "afterhours QMHP"; 988 QMHP; and QMHAs
12a-830a =	Consultation for "afterhours QMHP"; 988 teams, 988 dispatch calls, and law enforcement; and in person *

(3) Employees must have their own means of transportation unless a motor pool car has been reserved for this purpose. It is the employee's responsibility to reserve a motor pool car. Employees will not be reimbursed for travel costs when a motor pool car is available and not used by the employee.

(d) Compensation for service as an "afterhours QMHP" and "afterhours consult QMHP" shall be in addition to regular earnings of the employee and in addition to any compensatory time or overtime earned that arises from duties other than outlined in "afterhours".

Employee compensation for "afterhours QMHP" and "afterhours consult QMHP" shall be controlled by the afterhours financial compensation schedule set forth in this agreement.

**Mental Health afterhours financial compensation shall be as follows:**

"Afterhours QMHP"	\$32.35/hr (plus face-to-face fee)
• Crisis Assessment	\$125/per person
• Crisis Service	\$75/ per person

"Afterhours Consult QMHP"	\$15/hr (plus face-to-face fee)
• Crisis Assessment	\$125/per person
• Crisis Service	\$75/ per person

**\*\*Shift differentials to be applied to Evening and Graveyard work;**

**\$1.50 per hour evening and \$2.50 per hour Graveyard**

*\*Amounts listed to be adjusted annually based on the COLA calculated in accordance with the current agreement's Article 11 – Salary Administration. The amounts shown above have been adjusted to July 1, 2022.*

**SECTION 3 - HEALTH SERVICES DEPARTMENT- MOBILE CRISIS RESPONSE**

(a) Full time FTEs will complete job expectations as outlined in job descriptions for which the employee was hired (refer to "phase up" staffing coverage for details)


(b) Mobile crisis response coverage to include, and not limited to:

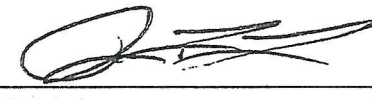
- o Walk in clinic
- o All county law enforcement agencies
- o Area hospitals; Linn Co residents at the GSRMC hospital
- o Area schools (all levels)

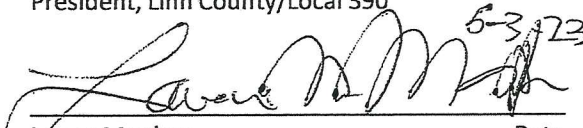
Termination of agreement: unless otherwise negotiated through the bargaining process, this agreement shall end June 30, 2025.

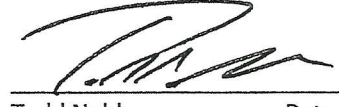
For the Union:

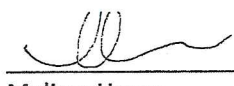
For the County:

  
Nate Tisdell      5/9/23  
Date  
President, Linn County/Local 390

  
Darrin Lane      5/9/23  
Date  
County Administrator

  
Launa Monken      5-3-23  
Date  
Union Organizer, SEIU Local 503, OPEU

  
Todd Noble      5/3/23  
Date  
Health director

  
Melissa Unger      5/3/2023  
Date  
Executive Director, SEIU Local 503, OPEU

  
Emma Kestel      5/10/23  
Date  
Legal Counsel

\_\_\_\_\_  
Date