

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LINCOLN COUNTY AND THE LINCOLN COUNTY EMPLOYEES ASSOCIATION  
REGARDING CRISIS COVERAGE**

Following an extended period of work on this collaborative project, the parties have reached an agreement on the CBA for the July 1, 2018, to June 30, 2021 period, regarding crisis coverage. This Memorandum of Understanding is intended to supplement that agreement by striking the former crisis coverage language in Article 14, Section 5, and by adding a new section in Article 13, Section 11 regarding crisis coverage. This Memorandum of Understanding supersedes any previous language on this topic.

The parties agree to amend the July 1, 2018, to June 30, 2021 CBA as outlined below. (deleted language is shown with a strike through; new language is set forth below in Article 13, Section 11.)

**ARTICLE 14**

~~Section 5—After Hours Crisis Coverage for HHS:~~

~~Employees who are required by their positions to participate in the Department of Health & Human Services After Hours Crisis Coverage rotation will be compensated according to the following schedule when performing this duty:~~

~~Weeknight Coverage (Monday through Thursday, 1700—0800): \$80.00 per night plus flex time equal to the time spent away from home. The flex time earned must be used within 7 calendar days. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the following morning free.~~

~~Weekend Coverage (Friday 1700 to Monday 0800): \$320.00 plus flex time equal to the time spent away from home. The flex time earned must be used within 7 days calendar. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the morning after on on-call weekend free.~~

~~Holiday Coverage: \$148.00 plus flex time equal to the time spent away from home, plus another day taken as the County Holiday. The flex time earned must be used within 7 calendar days. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the morning after an on-call Holiday free.~~

~~Holiday Coverage of the CBA means that for employees who are required by their positions to participate in the Health & Human Services after hours crisis coverage rotation on a holiday, they will get another day off as a County holiday whether or not the employees are called out on a crisis away from home.~~

~~For holidays going forward, workers on after hours crisis coverage for Health & Human Services will be recognized as having earned a holiday regardless of whether they are called out on a crisis away from home.~~

~~For Health & Human Services crisis worker employees assigned to after hours crisis coverage on a holiday beginning with Veterans Day in 2016, they shall preschedule the holiday time off when the crisis work schedules are made, and use the day off in lieu of holiday within seven (7) days after the holiday. Failure of an employee to take time off in accordance with this paragraph will result in loss of holiday time.~~

~~Health & Human Services crisis employees are still eligible for morning free time and flex time per the collective bargaining agreement.~~

## ARTICLE 13

### Section 11- Crisis Scheduling

#### **24/7 Mobile Crisis Team; Definitions:**

“Call-Outs” A call out is an actual event requiring a commute to a location in response to a crisis telephone call, or a single telephone call regarding a crisis lasting not less than 30 minutes.

“Counselor of the Day” CODs are therapists who provide crisis services in the clinics (Lincoln City or Newport) on the days the clinics are open during clinic business hours. These positions provide screening services, crisis intervention services and follow-up to those who walk into the clinic who need assistance. These positions support mobile crisis if there is a need for assistance in the field.

“Mobile Crisis Team” MCT, is defined as monthly salaried professional therapists working alternative schedules to handle unscheduled mental health incidents. All regularly scheduled MCTs are considered professional exempt employees not eligible for overtime. MCTs are also not eligible for comp time.

“On-Call Shift Schedule” occurs when MCT employees cannot work their normally scheduled shift.

“Therapists-Casual” are part-time therapists who are not regularly employed by Lincoln County.

“Therapists On-Call” TOC, are therapists who have volunteered to be on an on-call list to provide crisis services with the Mobile Crisis Team when there is a need for shift coverage. All TOCs are considered professional exempt employees not eligible for overtime. TOCs are also not eligible for comp time.

#### **Paid Days (Vacations, Sick Leave)**

Vacation time for MCTs is taken on a full shift basis whenever possible. All shift time changes between MCTs must be pre-approved by their immediate supervisor in advance of the change. In the event the MCTs immediate supervisor is not available, a Behavioral Health Supervisor, Behavioral Health Program Manager or the Deputy Director of Behavioral Health must then approve changes.

Vacation and Sick Leave are accrued per the collective bargaining agreement.

Vacation time shall be paid out at eight (8) hours/day.

Sick leave shall be paid up to eight (8) hours per day or actual time missed.

TOCs are not eligible to be paid vacation or sick pay when voluntarily working on Mobile Crisis on-call shift.

### **Holidays**

In the event MCT members work on a recognized Lincoln County holiday, they will be paid holiday pay of 8 hours plus their regular salary. If TOC employees work on a recognized Lincoln County holiday, they will receive the normal 8 hours of holiday pay plus the on-call shift pay.

### **Coverage**

Whenever 24/7 MCTs are unable to fulfill their shift, the on-call hours corresponding to the work shift will be offered to other eligible MCTs for the right of first refusal. In that case, the only pay for that shift will be the on-call shift pay up to the \$350 maximum schedule. Flextime will not be granted or paid.

If a MCT member is not available to cover the on-call shift, that shift shall be offered to the TOC Volunteer list. If no one from the volunteer list is available for the on-call shift, management will assign the on-call shift.

MCTs must have at least one full shift break in between taking another shift. A 24/7 MCT is not allowed to work 2 shifts back to back. Extra shifts that are approved will be paid at the rate of \$150.00 for working the shift. The worker will be paid \$100.00 for the first call out and \$100.00 for the second call out. The maximum call out for any one shift is \$350.00. Flextime will not be granted or paid for working a Mobile Crisis shift.

If a TOC works an on-call duty for a MCT member, they will be paid \$150.00 for being on call. If the TOC is called out to respond to a crisis during their shift, they will be paid \$100.00 for the first call out and \$100.00 for the second call out for a maximum of \$350.00 per shift. Flextime will not be granted or paid for working a Mobile Crisis shift.

Shift trading between MCTs must be approved by Management in advance. Shift trading will not be allowed if additional financial liability will result.

Depending upon the needs of the business the preferred schedule will be four days on and four days off schedule provided there are adequate qualified personnel available to staff, per attachment "A." In the event there are not enough qualified personnel to meet the needs of the business, Management may opt to run a three person schedule as per attachment "B." Nothing in this section implies or otherwise indicates that Management's exclusive right to schedule work as needed shall be impaired.

### **Unexpected (Casual Therapists)**

Both the Union and Management understand that because of the limited staffing levels, there will be occurrences when additional casual staffing will need to supplement the regular staff in order to avoid unacceptable extended work hours.

**Shift Rotation/Vacancy Filling**

LCEA and Management discussed individual and group rotation of shifts and it was agreed that for this first-time experience, the parties agree there will be no automatic rotation of schedules.

In the event the Union requests consideration of a group shift rotation, Management will objectively consider such a request.

Nothing in this agreement prevents the filling of individual vacant MCT positions with a regular Behavioral Health Therapist by Management.

**On-Call Crisis Care Runaway Cost Emergency**

The on-call compensation package represents a significant increase to the former pay scheme. The increase represents a possible 400% increase to what was formerly paid. With this size of an increase, it is very difficult to forecast total annual costs. Thus, it is important that we monitor this plan and measure all costs accurately and timely. Formerly, annual costs for on-call payments approximated \$30,000 annually. The County proposes that henceforth costs will be monitored and measured for the following six month periods: January through June 2019; July through December 2019; January 2020 through June 2020; July 2020 through December 2020; and January 2021 through June 2021. If during any consecutive six month period, the increase in all measureable on-call costs exceeds twenty percent (20%), of the previous 6-month costs, the Management for the County may request and the Union shall grant an opportunity to renegotiate the on-call payment structure only. In the event the parties are not able to agree upon a revised pay structure, said issue may first be mediated and if still unable to be resolved; refer the matter to a neutral third party for an interest arbitration as out lined in Article 18 of the Labor Agreement.

---

The undersigned are authorized to enter into this Memorandum of Agreement and to bind their respective parties.

Lincoln County Employees Association:

\_\_\_\_\_  
David Wood  
President  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin Keaney  
Attorney for LCEA  
Dated: \_\_\_\_\_

Lincoln County:

\_\_\_\_\_  
Michael Hereford  
Lincoln County Personnel Director  
Dated: \_\_\_\_\_