

## **MEMORANDUM OF AGREEMENT**

### **QMHA/QMHP Certification Requirement**

#### **I. Parties to the Agreement**

The parties to this Memorandum of Agreement (hereinafter “MOA”) are Multnomah County, Oregon (hereinafter “County”), and Local 88 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter “Union”).

#### **II. Background**

- A. The County and the Union are parties to a Collective Bargaining Agreement (hereinafter “CBA”) with term of July 1, 2017 through June 30, 2020.
- B. After the parties entered into their current CBA, by administrative action, the State of Oregon issued new administrative rules that require all Qualified Mental Health Associates (hereinafter “QMHA”) and Qualified Mental Health Professionals (hereinafter “QMHP”) to become certified through the Mental Health and Addiction Counseling Board of Oregon (hereinafter “MHACBO”).
- C. The administrative rules allow for a “Grandparenting” phase for an employee currently designated as a QMHA or QMHP to become certified without taking the certification exam if they meet the requirements and register before July 31, 2019.
- D. Beginning on or around March 12, 2019, the County informally notified the Union regarding this new requirement.
- E. On April 17, 2019, the County formally notified the Union in writing regarding this new requirement and on the same date, the Union demanded to bargain, in writing, over the matter.

Now, therefore, the parties’ agree as follows:

#### **III. Agreement**

Upon execution of this Agreement, the following will apply to regular employees covered by the AFSCME Local 88 2017-2020 CBA in positions that require the QMHA or QMHP.

- 1. The County will provide the attestation letter for an employee that meets the requirements of a QMHA/QMHP in accordance with the MHACBO requirements.
- 2. Employees will make reasonable efforts to find and provide a copy of their transcripts (unofficial or official) or copy/image of their diploma no later than June 12, 2019. If an

employee is unable to find a copy of their transcript(s) or image of their diploma, they shall immediately contact their Department Human Resources (hereinafter "HR") Unit (Vi Ton in Health and Jill Bradford in DCJ) for assistance with the application process, including researching HR files for previously provided copies of transcripts and/or diplomas. The County will reimburse an employee for the fee(s) in obtaining a copy/image of their diploma or unofficial/official transcript(s), whichever is the least cost to the County, upon receipt of documentation of the cost and payment.

3. QMHA/QMHP Certification Fee and Fees for Continuing Education Units (hereinafter "CEUs")
  - a. Employees in positions that require the QMHA/QMHP certification shall be reimbursed for the certification fee and/or fees for Continuing Education Units (CEUs) biennially in accordance with Article 14, Section XIV of the parties' CBA.
  - b. Employees with licenses that satisfy the QMHA/QMHP certification requirement per OAR 309.019.0125 shall be reimbursed the same certification fee amount as QMHA/QMHP certified employees and fees for CEUs in accordance with Article 14, Section XIV of the parties' CBA.
  - c. An employee may request reimbursement for certification fee and CEUs that were experienced since ~~June 30, 2018~~ January 1, 2019, as set out in paragraphs 3.a. and 3.b. above. Additionally, the County will reimburse any employee who paid their licensure or certification fee on or after October 15, 2018 as set out in paragraphs 3.a and 3.b above.
4. The County will pay directly to MHACBO the QMHA/QMHP certification fee during the "Grandparenting" phase, as set out in paragraph III.3.ae. above.
5. The County will provide up to five (5) days forty (40) hours of continuing education leave up to the forty (40) hours CEUs required for QMHA/QMHP recertification biennially, prorated based on Full-Time Equivalency (FTE). If the CEU or training is held on an employee's day of rest which is also a Saturday or Sunday, they the employee may request manager approval to flex their work schedule to take another day off during the Fair Labor Standards Act (FLSA) workweek. Management will make reasonable efforts to approve the request, subject to the following, including but not limited to, business/program needs, program/division time-off process, and/or minimum staffing levels. Employees shall provide documentation of the length of the requested continued education leave, e.g. flyer showing date(s) and time(s).
6. If an employee requests and is denied payment for a particular training or CEU (hereinafter "training/CEU") and/or release time for a training by their supervisor, a reason for the denial will be provided upon request. The supervisor will provide a written response containing their approval or denial of the training/CEU and/or release time for training at least thirty (30) calendar days prior to the date of the training/CEU, if the request is made at least forty-five (45) calendar days in

advance. The parties acknowledge that although requests for training/CEU and release time for training can be made with less time, and in some cases may be granted, the risk that management will deny such a request is significantly greater due to business/program needs, program/division time-off process, and/or minimum staffing levels. Requests for training/CEU and/or release time for training may be denied based on the following, including but not limited to, relevance to the employee's job, budgetary limitations, managerial priorities, cost of the training/CEU, and other reasons stated in the department's guidelines/policies and procedures regarding training opportunities. The denial may be appealed by the employee to their Division Director. If the denial is upheld by the Division Director, upon request, a reason will be provided and/or management will work with the employee to identify other possible options, but the denial is not subject to further appeal. The Division Director will provide their response of approval or denial within seven (7) fourteen (14) days of receipt of the appeal.

7. All employees in positions requiring the QMHA/QMHP certification must obtain the QMHA/QMHP certification or have a license that satisfies the QMHA/QMHP certification requirement per OAR 309.019.0125 by July 31, 2019, to remain in their position.
8. In the event that an employee doesn't meet MHACBO QMHA/QMHP certification requirements by July 31, 2019, or their certification/qualifying license lapses at some point in the future, the County will offer to place the employee in a temporary assignment for thirty (30) business days to obtain/renew the required certification/qualifying license for the employee's position. If the employee is unable to obtain/renew their certification/qualifying license, the employee will be placed in a vacant position that they are qualified for in their current classification, previously held classification, or "Project Save. An employee separated from County employment for not meeting the QMHA/QMHP certification requirements for their position shall have recall rights to classifications as described in Article 21 of the parties' CBA and will be recalled during the recall period if they meet the minimum qualifications and any required knowledge, skills, and abilities (hereinafter "KSAs") for the position.
9. In the event that a Board complaint has been filed against an employee in a position requiring the QMHA/QMHP certification and related to the performance of their duties during the course of their employment, the County will provide the following support and assistance, so long as the complaint does not allege malfeasance or willful or wanton neglect of duty, or create a legal conflict of interest for the County:
  - a. Health Department or DCJ management will support and assist an employee in understanding the Board complaint process, gathering Board requested documentation, and preparing a narrative response; and
  - b. Department leadership will allow the employee up to four (4) hours of paid work time, with supervisory approval, in order to prepare for the process. The county will provide release time (during regularly scheduled work hours) for a Board review or hearing at which the employee is required to be present.

~~10. With the exception of Section III.5, 6, 8 these conditions will also apply to temporary and on-call employees that have worked at least eighty (80) hours in the current fiscal year. If an on-call or temporary employee is directed to attend a CEU or training, the County will compensate the employee in accordance with Article 20.II.A.~~

#### IV. Enforcement

Any dispute related to the enforcement of this agreement shall be subject to the grievance procedure described in Article 18 of the parties' 2017-2020 CBA.

This represents the complete agreement of the parties.

The parties agree that this agreement does not establish a precedent, custom, or practice outside of the terms of this MOA.

Agreed to this \_\_\_\_\_ day of ~~May~~ July, 2019.

For the Union:

For the County:

\_\_\_\_\_  
Eben Pullman  
AFSCME Council Representative

\_\_\_\_\_  
James J. Opoka  
Labor Relations Manager

#### Legend:

Conceptual Agreement:

Plain black text

County's Counter-Proposal on 7/11/2019:

**Red, double underlined text**

Union's Counter-Proposal on 6/11/2019 at 11:15 a.m. - Not Accepting Proposed Language:

**~~Black, stricken text~~**

Union's Counter-Proposal on 6/11/2019 at 11:15 a.m. - Accepting Proposed Language:

**Black, text highlighted in yellow**

County's Counter-Proposal on 7/11/2019 - New Proposed Language:

**Red, double underlined, text highlighted in blue**

**Commented [EP1]:** The County has claimed that this portion of the Union's proposal is permissive and requested that we remove the subject from the table. Furthermore, the County has verbally stated it will cover the initial costs of certification for temporary and on-call employees and assist with the grandparenting allowed by MHACBO for current temp and on-call employees. While the Union is withdrawing this proposal, it reserves the right to raise this matter again in bargaining that follows resolution of the representation question of temporary and on-call employees.

**Commented [EP2R1]:**

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Local 88 Counter Proposal - Presented 7/11/2019, 11:00AM  
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County's Counter-Proposal on 7/11/2019 - New  
Proposed Stricken Language:

**bold, red, stricken text highlighted in blue**