House Bill 2949 Behavioral Health Workforce Initiative 2023 Letter of Agreement - Amended

I. PARTIES

The parties to this agreement are the Marion County (hereinafter, "the County") and MCEA Local 294/SEIU Local 503, OPEU (hereinafter, "the Union").

II. PURPOSE OF THE AGREEMENT

The purpose of the agreement is to support the recruitment, retention, and professional development of mental health providers, within the Health and Human Services Department and the Juvenile Department, through one-time grant monies associated with HB 2949.

III. AGREEMENT

The County and the Union agree to the following:

A. Employee Relocation Package:

Applies to regular status bargaining unit members (non-temp) Mental Health Specialists I, II, III; Licensed Mental Health Specialists; and Family Intervention Therapists who relocate from outside of Oregon.

- Up to \$3,000 reimbursement of moving expenses shall be paid to Mental Health Specialists I, II, III; Licensed Mental Health Specialists; and Family Intervention Therapists who relocate from outside of Oregon (invoices/receipts must be submitted and approved).
- Relocation Bonus in the amount of \$3,000, prorated based on FTE, to Mental Health Specialists I,
 II, III; Licensed Mental Health Specialists; and Family Intervention Therapists who relocate from
 outside of Oregon as a one-time payment to be included in the employee's first paycheck with the
 County.

B. Employee Retention Bonus:

Applies to regular status bargaining unit members (non-temp) Mental Health Specialists I, II, III; Mental Health Associates; Licensed Mental Health Specialists; Peer Support Specialists; Care Coordinators; Care Coordinator Trainees; Occupational Therapy Specialist; ACT dual-credentialed Addiction Treatment Associate 1; and Family Intervention Therapists.

The total, maximum, amount of the Employee Retention Bonus will be \$6,000, prorated based on FTE, for (non-temp) Mental Health Specialists I, II, III; Licensed Mental Health Specialists; Occupational Therapy Specialist; and Family Intervention Therapists.

This bonus will be paid as follows:

- \$3,000 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 6 months of continuous employment following the approval date of this Letter of Agreement.
- \$3,000 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 12 months of continuous employment following the approval date of this Letter of Agreement.

Employees will only be eligible for one (1) retention bonus within a 12-month period regardless of changes on the employee's classification as result of a desk audit, promotion, or demotion.

The total, maximum, amount of the Employee Retention Bonus will be \$4,000, prorated based on FTE, for Care Coordinators; Care Coordinator Trainees; ACT dual-credentialed Addiction Treatment Associate 1; and Mental Health Associates.

This bonus will be paid as follows:

- \$2,000 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 6 months of continuous employment following the approval date of this Letter of Agreement.
- \$2,000 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 12 months of continuous employment following the approval date of this Letter of Agreement.

Employees will only be eligible for one (1) retention bonus within a 12-month period regardless of changes on the employee's classification as result of a desk audit, promotion, or demotion.

The total, maximum, amount of the Employee Retention Bonus will be \$2,500, prorated based on FTE, for Peer Support Specialists.

This bonus will be paid as follows:

- \$1,250 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 6 months of continuous employment following the approval date of this Letter of Agreement.
- \$1,250 (50% of the bonus), prorated based on FTE, will be paid on the second pay period after 12 months of continuous employment following the approval date of this Letter of Agreement.

Employees will only be eligible for one (1) retention bonus within this Letter of Agreement regardless of changes on the employee's classification as result of a desk audit, promotion, or demotion.

C. Tuition Assistance:

Applies to regular (non-temp) employees interested in professional development towards a profession in behavioral health.

- When an employee wishes tuition assistance, they must seek department head approval before registration for the course.
- Up to \$7,500 per person, per year, to reimburse for tuition, licensure and/or other educational
 expenditures set forth on Marion County Tuition Payments Policy 303 for those enrolled in an
 eligible degree path in an accredited school or university. Employee will need to submit proof of
 actual costs as well as proof of approved course completion. Employee will be reimbursed upon
 satisfactory completion of approved courses. Satisfactory completion is defined as "C" grade or
 equivalent if applicable.
- The County will reimburse Mental Health Specialists I, II, and III; Licensed Mental Health Providers; or Family Intervention Therapists for actual expenses for recertification and approved required continuing education in order to maintain their licensure. Such requests shall not be arbitrarily denied.
- Requires a 2-year employment agreement to work for Marion County as a behavioral health professional in the following classifications: QMHA, QMHP, Licensed Mental Health Provider, or Family Intervention Therapist or the tuition assistance must be repaid by the employee.

D. HB 2949 Wage Enhancement:

Applies to all behavioral health employees (regular and temporary).

The wage enhancement is for hours worked between 6:00 PM and 6:00 AM at Horizon House, as well as our 24/7 crisis program.

- A wage enhancement of \$1.00 would be applied to qualifying hours worked, this is in addition to base rate of pay, shift differential payments or any overtime eligibility per the current MCEA Collective Bargaining Agreement.
- E. All monies will be paid consistent with current pay practices.

IV. CONCLUSION

This Letter of Agreement becomes retroactive and effective January 1, 2023, and shall expire December 31, 2023. The parties agree to reopen this LOA in 2024 if the funding is extended or if the County receives additional funding under HB 2949. The chief administrative officer, spokespersons, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Agreed this date: November 2, 2023

MCEA House Bill 2949 Behavioral Health Workforce Initiative 2023 Letter of Agreement - Amended Pg 4 of 4

For the Union

Kristina Ballow

President, MCEA/Local 294

Shawna Schaeffer

Public Services Field Coordinator

SEIU Local 503, OPEU

Melissa Unger

Melissa Unger

Executive Director, SEIU Local 503, OPEU

For the County

Jan Fritz

Chief Administrative Officer

ane Vetto

County Legal Representative

Salvador LLerenas

Chief Human Resources Officer