

MEMORANDUM OF AGREEMENT

Expanded Function Dental Assistant (EFDA) Pay Grade Adjustment Retroactivity

I. Parties

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

II. Background

- A. On March 23, 2022, Local 88 proposed a two (2) pay grade adjustment to the Expanded Function Dental Assistant (hereinafter referred to as “EFDA”) job profile as one of the ways to address the proposed layoffs of Dentists in the Dental Program.
- B. The County’s Classification and Compensation Unit (hereinafter referred to as “Class Comp”) received a request from the Health Department to create a new Dental Assistant job profile.
- C. Pursuant to Article 15, Section IV.A. of the Local 88 Collective Bargaining Agreement (hereinafter referred to as the “CBA”), Central Human Resources may initiate studies of positions or groups of positions.
- D. On July 11, 2022, Class Comp notified Local 88 of the results of a management-initiated study that resulted in a new Dental Assistant Series comprising of the newly created Dental Assistant job profile and the EFDA job profile. As a result of the study, the EFDA job profile was increased by two (2) pay grades.
- E. On July 22, 2022, The Union responded that the proposed ranges were acceptable, but requested that the EFDA pay grade adjustment be made retroactive back to March 23, 2022, the date of their proposal.
- F. Article 15, Section V., Pay Adjustments, states:

V. Pay Adjustments

- A. If an employee’s rate of pay is below the minimum for a new salary range, his or her pay will be raised to the minimum rate.
- B. If an employee’s rate of pay is within the new salary range but does not match a step in that range, his or her wage will be raised to the closest step. If the employee’s rate of pay

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matches a step of the new range, there will be no change in his or her hourly rate.

- C. If an employee's rate of pay is above the maximum of the new salary range, the rate will not change but will be frozen, and the employee will not receive any increases in base pay, specifically to include general wage increases. However, when the top step of the new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step rate.
- G. The implementation effective date of an adjusted pay grade is the date of union agreement or after the ten (10) working days if no response is received.
- H. The parties bilaterally agree that, in this instance, retroactivity for the EFDA job profile should be authorized back to March 23, 2022.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

- A. The two (2) pay grade adjustment to the EFDA job profile will be retroactive to March 23, 2022.
- B. The pay of EFDA's will be adjusted in accordance with Article 15, Section V. of the Local 88 CBA.
- C. Any dispute over the administration (meaning, interpretation, or application) of this MOE shall be resolved through the grievance procedure set forth in Article 18 of the parties' Collective Bargaining Agreement.
- D. The parties agree that this exception does not establish a precedent, custom, or binding past practice outside of the terms of this MOA.
- E. This represents the complete agreement of the parties.

Agreed to on this 9th day of September, 2022.

For the Union:



Eben Pullman
AFSCME Local 88 Program and
Representation Manager

For the County:



James J. Opoka
Labor Relations Manager