

**Memorandum of Agreement**  
**AFSCME Pharmacy Technician Training Pilot Program**

**I. Parties to the Agreement**

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

**II. Background**

There is a shortage of Pharmacy Technicians across the State of Oregon. This shortage has impacted Multnomah County’s ability to provide the community access to pharmacy services. PennFoster has a formal online training program, that can provide a pathway for County employees, clients and community members to become Pharmacy Technicians. CareOregon has expressed an intent to fund training for individuals who are interested in pursuing this career path.

THEREFORE, the parties have reached the following Agreement:

**III. Agreement**

1. It is understood by the parties that this pilot program is subject to availability of funding from CareOregon.
2. Employee eligibility to participate in this pilot program shall be limited to those who meet all of the agreed-upon criteria below:
  - a. Current regular status, temporary, on-call, or limited duration employee in the Multnomah County Health Department, in good standing;
  - b. No previous Pharmacy Technician employment history/formal training;
  - c. Demonstrated interest in Pharmacy Technician as a long term career (highly desired);
  - d. Ability to meet the requirements for licensure with the [Board of Pharmacy](#);
  - e. Submission of a cover letter detailing interest, skills, and strengths as they apply to the Pharmacy Technician Training program. In addition, the employee will describe in the cover letter their understanding of how the program works, including the program requirements and expectations.
  - f. Post-enrollment, employee is willing and able to participate and successfully complete the following:
    - i. Practical training (during work hours) and

- ii. Online coursework to be completed on-site at one of the pharmacies with the support of their preceptor and other clinic staff. These will be completed on Mondays (typically) to set up for the practical training during the rest of the week. This coursework is intended to be interactive with the employee and the other pharmacy staff to ensure a thorough understanding of the modules.
3. Candidates who are interested in participating in this program shall be required to complete an internal competitive selection process for the corresponding limited duration Pharmacy Clerk (Health Assistant 1) positions as follows:
  - a. Candidates will submit an application and a personal essay by the established deadline.
  - b. Depending on the number of candidates who submit complete and qualifying applications and essays, it may be necessary to conduct a screening and/or examination process to determine which candidates will proceed to the interview phase of the process.
4. The parties understand that the County intends to select up to four (4) candidates to attend each cohort during the term of this agreement. The final number of participants will be determined by the availability of course open slots, funding, and number of applications received.
5. The parties understand that this education program is an optional professional development opportunity for Pharmacy Clerks, and not a requirement of prospective participant's current County position, if applicable.
6. The parties agree that the intent of this pilot program is to recruit and retain Pharmacy Technicians at Multnomah County. As such, selected candidates shall be willing to sign the attached agreement (Appendix A), to include:
  - a. Commitment to complete the Pharmacy Technician Training Program (Approximately 9 months);
  - b. Commitment to seek employment at Multnomah County as a Pharmacy Technician if/when a vacancy opens within twelve (12) months of successful completion of the program (through standard recruitment process); and
  - c. Intent to work for a minimum of two (2) years as Pharmacy Technician at Multnomah County, if selected.
7. Selected candidates will receive the following support through this pilot program:

- a. Paid Training Tuition, including cost of books, exam fees (maximum of two exam attempts), and certification applications.
  - i. The parties understand that this program will be structured as both educational assistance under the County's fringe benefit program and as a working condition fringe benefit, for the purposes of mitigating the risk of tax liability on the employee. However, it is ultimately IRS discretion to determine whether any such benefits are subject to taxes.
8. Pursuant to its agreement with CareOregon, the County reserves the right to seek reimbursement for costs associated with this program, in the event a selected candidate does not fulfill the obligations agreed upon through the employee agreement.
  - a. The County agrees that if an employee is laid off, the County will not seek reimbursement for the provided education/training under this program.
9. Any disputes regarding the interpretation or application of this MoA shall be resolved by the Parties using the grievance procedures of the applicable collective bargaining agreement.
10. This Agreement shall be effective for twenty-four (24) months from implementation date (execution of the agreement), or until funds from the granting agency are exhausted, whichever comes first.
11. This Agreement shall not establish a practice or precedent in any way (e.g. does not establish a status quo).
12. In addition to the applicable collective bargaining agreements, this MOA is the full and final agreement of the Parties related to the subject of Pharmacy Technician Training Program.

AGREED to this date, June 30th, 2023.

For the Union:

s/ Jordan Muehe  
\_\_\_\_\_  
Jordan Muehe  
Council Representative  
AFSCME Local 88

For the County:

*Elizabeth Calixtro*  
\_\_\_\_\_  
Elizabeth Calixtro,  
Labor Relations Manager  
Multnomah County

## Appendix A

### Pharmacy Technician

#### Training Expense Reimbursement Agreement

You have applied for and been selected to participate in the Multnomah County Pharmacy Technician Program. In accordance with the terms of participation, you must complete the following Training and Certification Expense Reimbursement Agreement and submit it to the office of the Pharmacy Director. If you have any questions regarding the Program or this Agreement, please contact Pharmacy Program leadership or Multnomah County Health Department Human Resources (HR).

As part of Multnomah County Health Department's (MCHD) Pharmacy Technician Training Pilot Program, Multnomah County Health Department agrees to cover the following educational expenses for you as follows:

1. Multnomah County to pay directly for the following expenses, unless otherwise requested and approved to be reimbursed:
  - a. Cost of online courses through PennFoster: Approximately one thousand six hundred and twenty dollars(\$1620),or as listed online
  - b. Certification Exams fees: Approximately one hundred and twenty-nine dollars (\$129.00)
  - c. Oregon Pharmacy Technician License/Application fees: Approximately One hundred and forty-six dollars and twenty five cents (\$146.25) for the license, plus hundred dollars (\$100) for the application.
  - d. National Fingerprinting Background Check fee: Forty-six dollars and twenty-five cents (\$46.25)

In consideration of payment/reimbursement of these expenses, you agree to the following:

1. I will complete the Pharmacy Technician Training program for a period of approximately 9 months (40 weeks) as follows:
  - a. Approximately 8 hours of online course work during work hours
    - i. A minimum of thirty two (32) hours in person practical training (during work time)
  - b. Upon graduating the program and passing of exams, employees may apply and interview for a vacant Pharmacy Technician position within Multnomah County if/when a position becomes available. If selected, the employee shall begin their career as a Pharmacy Technician in ICS.

- c. Complete a two (2) year commitment at ICS upon completion of the program.
2. If you are unable to complete this training program due to what MCHD considers extenuating circumstances (such as your illness or the illness of a family member) and you receive a tuition or materials refund, you agree to give the full refund to Multnomah County Health Department via personal check within one (1) week of receipt. Multnomah County will then issue these funds back to CareOregon.
3. If you voluntarily terminate employment with MCHD prior to program completion or otherwise fail to successfully complete the training program, you will reimburse the entire amount of the educational expenses paid on your behalf.
4. If within twelve (12) months of successful completion of the program and passing of certification exams, you are offered a Pharmacy Technician position at any MCHD ICS locations, you will be expected to accept the position and remain employed at MCHD for a minimum of twenty-four (24) months.
  - a. If you reject the offer or accept the offer but voluntarily terminate employment with MCHD before completion of the twenty-four (24) month period, you will reimburse MCHD a prorated share of the educational expenses paid on your behalf. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left, in months, from the 24 (24) months that you did not work for MCHD as a Pharmacy Technician. For example, if you receive eleven thousand dollars (\$11,000) and work only twelve (12) months as an Pharmacy Technician after completion of the program, you will refund fifty percent (50%) of the eleven thousand dollars (\$11,000) or five thousand five hundred dollars (\$5,500) (twelve (12) months not worked divided by twenty-four (24) months equals of fifty percent (50%).
  - b. If within twelve (12) months of successful completion from the program, you are not offered a Pharmacy Technician position at any Pharmacy locations, you may continue to be employed in your current position at MCHD without any reimbursement obligation.
5. I understand that this program is subject to CareOregon funding. In the event funding is no longer available, the County will provide me with reasonable notice and an opportunity to participate in future program cohorts if the funding becomes available at a later date.

If any action is brought to enforce any provision of this Agreement by the Multnomah County Health Department, you agree to pay all costs associated with the action, as well as, any costs of litigation, including all reasonable attorney fees.

This Training Expense Reimbursement Agreement creates no contract of employment between you and Multnomah County Health Department, and in no way alters your “at-will” status or your rights and responsibilities as a represented employee under any applicable collective bargaining agreement.

Employee:

Agreed to by: \_\_\_\_\_  
(Signature of Employee)

Employee's printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Multnomah County Health Department, Pharmacy Director (or Designee)

X \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B

Program Phases
<b>Phase 1 - Outreach</b> <ul style="list-style-type: none"><li>● Program Application opens</li><li>● Staff are informed of this career opportunity</li></ul>
<b>Phase 2 - Application</b> <p>Applicant:</p> <ul style="list-style-type: none"><li>● Submits application to Pharmacy Program Manager for selection review</li><li>● Interviews for program</li><li>● Is selected for program</li><li>● Submits course registration documents</li></ul>
<b>Phase 3 - Program Experience</b> <ul style="list-style-type: none"><li>● Candidate begins program (Approximately 9 months long) as follows:<ul style="list-style-type: none"><li>○ Eight (8) hours of online course work during work hours</li><li>○ Thirty two (32) hours in person practical training (during work time)</li></ul></li></ul>
<b>Phase 4 - Certification</b> <ul style="list-style-type: none"><li>● Employee graduates from education program</li><li>● Employee completes exams</li><li>● Employee applies for certification and receives certification</li></ul>
<b>Phase 5 - Pharmacy Tech Career</b> <ul style="list-style-type: none"><li>● Employee awaits posting of Pharmacy Tech positions</li><li>● Upon availability, employee applies and interviews for Pharmacy Tech</li><li>● Begins new Pharmacy Tech career</li></ul>