

Memorandum of Agreement

AFSCME EFDA/EFDA, Expanded Functions Preventive Dental Assistant (PrevDA) 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

1. WHEREAS, there is a shortage of Expanded Functions Dental Assistants (hereinafter referred to as “EFDA”) across the State of Oregon. This shortage has impacted Multnomah County's ability to provide the community access to health care services; and
2. WHEREAS, Health Department is looking to build a pathway to train prospective PrevDA/EFDA's by providing opportunities for formal training that would provide prospective candidates with the minimum qualifications to become eligible for EFDA position recruitments; and
3. WHEREAS, ARTICLE 22, Shift and Work Assignment, Section VI, A of the Local 88 CBA provides: Training Programs may be established when a position or specialty is difficult to fill; to develop knowledge, skills or abilities for existing or new employees; or to aid in workforce succession planning.

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.
2. Participants shall be County employees interested in seeking PrevDA and/or EFDA certifications, selected through a competitive process.
 - a. **Phase 1:** Program participants will seek PrevDA certification through a County education program, some of which will be on County paid time. The county pays the cost associated with the PrevDA certification and examination fees.
 - b. **Phase 2:** Upon immediate successful attainment of PrevDA certification, the employee commits to one of the following tracks:
 - i. **EFDA Track:** Participation in “EFDA Trainee” program, through a competitive selection process, in accordance with Personnel Rule 5-30. Note: If a vacant EFDA Position does not exist, a Limited Duration EFDA Trainee position may be created for the purposes of this program.¹
 1. The County will cover the cost of EFDA Training Tuition, including cost of books, exam fees (maximum of three exam attempts), and certification applications, exam fees and required lab attire.

¹ Exception to Article 22, Section VI (Training Positions)

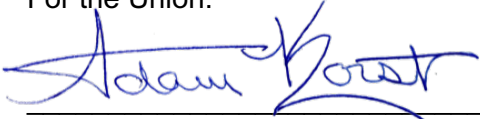
2. EFDA Trainees will be responsible for completing other requirements for EFDA certification on their own time (e.g., clinical practice hours).
 3. The wage rate for a trainee in a training program will be in accordance with Article 22, Section VI, D of the Local 88 CBA.
 - ii. **Non-EFDA Track:** If no active EFDA Trainee program is available for participation, the employee will seek continued employment for a minimum of two (2) years at Multnomah County immediately following PrevDA certification.
3. The parties agree that the intent of this pilot program is to recruit and retain PrevDAs and EFDAs in Multnomah County. As such, participants of the program shall be willing to sign the attached agreement (Appendix A). The agreement includes a commitment to seek continued employment for a minimum of two (2) years at Multnomah County immediately following completion/termination of the trainee program.
 - a. If an EFDA Vacancy Exists at the time of EFDA certification: Trainees will be promoted non-competitively as authorized by MCC 9.150 into the budgeted position's job profile or its regular pay grade at the end of the trainee period provided they remain in good standing, the trainee's principle duties and responsibilities match the job profile and the trainee meets the minimum qualifications of the budgeted job profile.
 - b. If an EFDA Vacancy Does not Exist at the time of EFDA certification²: Limited Duration EFDA Trainees will be returned to their job profile held immediately prior to the training position. If there is no vacancy for which the employee is qualified in the job profile held by the employee immediately prior to the training program, the employee will be laid off in accordance with Article 21.
 - i. If an EFDA Vacancy becomes available within 2 years following completion of EFDA certification, former Limited Duration EFDA Trainees will participate in an internal competitive selection process for the position and seek continued employment at the County to complete the remainder of the 2-year commitment.
 - ii. If an EFDA vacancy is filled by an external candidate over an employee who both successfully completed the EFDA trainee program, and applied for the open vacancy, the county will release, with no financial obligation, the employee from the 2-year commitment.
4. The parties understand that these PrevDA and EFDA education programs are an optional professional development opportunity, and not a requirement of the Dental Assistant job profile. As such, PrevDA/EFDA Trainees will complete the education programs and other requirements for the respective certification, some of which will be completed on their own time (outside of work hours). Additionally, the County reserves the right to seek reimbursement via payroll deduction or personal check for costs associated with this program, in the event a selected candidate does not fulfill the obligations agreed upon through the employee agreement.
5. 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.
6. This Agreement shall be effective through June 30th, 2028. This Agreement shall not establish a practice or precedent in any way (e.g. does not establish a status quo).

² Exception to Article 22, Section VI (Training Positions)

7. In addition to the applicable collective bargaining agreements, this MOA is the full and final agreement of the Parties related to the PrevDA/EFDA Trainee Program.

AGREED to this date, **September 19, 2026.**

For the Union:



Adam Korst, Council Representative
AFSCME Local 88

For the County:



James J. Opoka, Labor Relations Manager
Multnomah County

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(PrevDA) Pilot Program

Appendix A

PrevDA/EFDA Trainee Program - Participant Agreement

You have applied for and been selected to participate in a Multnomah County Integrated Clinical Services (ICS) PrevDA/EFDA Trainee program. In accordance with the terms of participation, you must complete the following Participant Agreement and submit it to the office of the ICS Dental Director. If you have any questions regarding the Program or this Agreement, please contact ICS Dental Program leadership or Multnomah County Health Department Human Resources (HR).

As part of the PrevDA/EFDA Trainee Program, Multnomah County Health Department agrees to cover educational expenses associated with PrevDA and/or EFDA certifications. Eligible expenses may include: including cost of books, exam fees (maximum of three exam attempts), and certification applications, exam fees and required lab attire, all of which are subject to taxes.

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

1. You will complete a County-paid PrevDA or EFDA education program on your own time, independently complete any other requirements for certification (e.g., clinical hours) successfully complete the respective exams, and seek continued employment for a minimum of two (2) years at Multnomah County ICS immediately following attainment of the respective certification, in accordance with the 2026 PrevDA/EFDA Trainee Program MOA.
2. 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, via payroll deduction or personal check unless the conditions of the related Memorandum of Agreement section 3.b.ii. are met.
 - a. If you voluntarily terminate employment with MCHD before completion of the twenty-four (24) month period of continued employment, you will reimburse MCHD a prorated share of the educational expenses paid on your behalf via payroll deduction or personal check. 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 months that you did not work for MCHD.

Agreement:

Employee Name

Dental Director (or Designee)

Signature

Signature

Date

Date