

Memorandum of Exception

I. Parties

The parties to this Memorandum of Exception (hereinafter "MOE") are Multnomah County, Oregon (hereinafter "County") and Multnomah County Employees Union, AFSCME, Local 88, AFL-CIO (hereinafter "Union").

II. Background

A. On July 1, 2013, the Library will change from Library Branches being open to the public from six days per week to seven days per week. As a result of this change new positions will have to be added to provide seven day week coverage.

B. With the change to a seven day operation and creation of new positions the Library will be hiring more employees, promoting employees, employees changing FTE and in some cases employees demoting. This will occur in a five day period commencing July 1, 2013. Depending on Library scheduling needs, some employees will start in their new position on July 1st and others having to wait until as late as July 5th to start in their new position.

C. One important impact of staggering start dates for employees moving into new classifications is the arbitrary disparate impact on seniority. The Union requested that, for purposes of Article 2, VI – Job Class Seniority, current employees who promote or demote into Clerk, Library Assistant or Librarian classifications during the July 1st through July 5th window all have a July 1st job class seniority date. This MOE applies only to current employees; newly hired employees are not included.

D. The Union agrees that this arrangement does not set a precedent.

Therefore, the parties agree as follows:

III. Terms of Exception

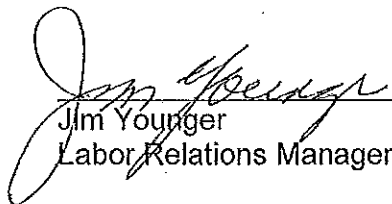
1. The parties agree that current employees who promote or demote into a Clerk, Library Assistant or Librarian position that is budgeted effective July, 1, 2013 but don't actually start in the position until July 2, 3 or 5th shall have a job class seniority date of July 1, 2013.

2. The County agrees to provide the Union with a list of Clerks, Library Assistants and Librarian with seniority ranking to the Union no later than July 30th. Any seniority ties that may result from the MOE shall be resolved per Article 21, II.A.

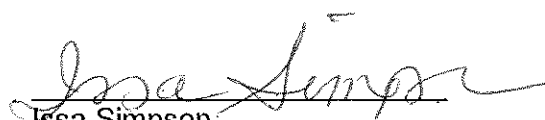
3. Any dispute over the meaning, interpretation or application of this MOE shall be resolved through the grievance procedure set forth in Article 18 of the 2011 – 14 agreement.

Agreed to this 20th day of JUNE 2013.

For the County:


Jim Younger
Labor Relations Manager

For the Union:


Issa Simpson
Council Representative


Michael Hanna
President