

MEMORANDUM OF AGREEMENT

Library Clerk/Library Assistant Transition

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 “County”), and Multnomah County Employees Union, Local 88, AFL-CIO (hereinafter referred to as “Union”).

II. Background

- A. Because of a workforce re-organization Multnomah County Library determined that it would discontinue use of the Library Clerk classification and reallocate work previously performed by the workforce into the Library Assistant classification.
- B. The parties desire the least amount of disruption to employees as possible and to encourage current employees to promote into the Library Assistant classification.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

1. All Library Clerks and other employees on the recall list for Library Clerks are eligible for promotion to a Library Assistant. The County will fill open Library Assistant positions under the terms of [MCPR 5-5-55-040\(A\)](#) as a limited recruitment open to all Library Clerks. Furthermore, the County agrees that prior to opening a Library Assistant recruitment to other employees in the Libraries Department, County-wide, or externally, it will first consider the employees in the Clerk job profile. Employees must notify the County not later than October 11, 2023 if they wish to be considered for a promotion under this MOA. An eligible employee may prepare and submit their application on work time. Erin Norris, Gina Greenlaw, and Mario Toscano will also be eligible to apply for this limited Library Assistant recruitment. They would only need to submit an application before completing the regular civil service process.
2. On-Call and Temporary Clerks are also allowed to apply for on-call Library Assistant positions under a limited recruitment prior to the consideration of other employees in the Department, County-wide or external candidates.
3. This MOA is an exception to Article 2.XI, Article 15.II.C.4 in that no employee promoted under the terms of this MOA will serve a promotional trial service period.
4. An employee promoted under this MOA that directly previously was in a position that required a cultural competency or bilingual “Knowledge, Skill, and Ability” (KSA) will also have that type of KSA placed on their new position and will continue to receive the premium associated with the KSA. In order to effectuate this specific term of the Agreement, the

County agrees to notify the Union at the completion of the limited recruitment process of all Library Assistant positions that have a KSA rather than prior to the recruitment as parties had contemplated under Article 21.III.E.10.

5. An employee not promoted under this MOA or doesn't notify the County that they are seeking a promotion under Section III.1 of this Agreement, may apply for transfer via the general transfer list and is eligible for bumping rights and "project save" under Article 21 of the Collective Bargaining including placement to the Library Access Services Assistant classification regardless of whether they had prior service in that classification.
6. An employee that moves to a different job profile under this MOA will be allowed to remain in their current assignment, specifically current location, schedule and FTE for at least sixty (60) days. In order to effectuate this specific term, all employees promoted within the Department under this MOA will move to their new assignment on the same date.
7. An employee promoted under this Agreement will receive training prior to the effective date of the promotion and receive WOC pay for time spent in training. Employees who already work out of class in the Library Assistant classification will be offered refresher training to update their Information Services skills and prepare for promotion.
8. Article 15.II.C & D of the Collective Bargaining Agreement will govern salary placement for employees promoted or demoted under this Agreement.
9. All Library Clerks who promote to Library Assistant as part of this limited recruitment will have the same job profile seniority date. Any tiebreakers will be determined in accordance with Article 21.II.
10. The County will notify the Union in writing if it substantially revises the Library Access Services Assistant job profile.
11. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.
12. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 18 of the parties' Collective Bargaining Agreement.

Agreed to this date 9 of October, 2023.

For the Union:

/s/ Eben Pullman

Eben Pullman

Bargaining and Representation Manager
Oregon AFSCME Local 88

For the County:



Matt Davies

Labor Relations Manager
Multnomah County