

MEMORANDUM OF AGREEMENT

Library PIC Assignments

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.** Multnomah County Library has maintained assignments at various library branch locations described as the “Person In Charge” or PIC. An employee assigned to PIC duty has limited oversight duties at their library branch location as described in Addendum F of the parties Collective Bargaining Agreement (CBA).
- B.** The parties have mutually determined that the current agreement in Addendum F does not adequately meet each their needs.
- C.** The parties met and discussed this matter and other matters relevant to employee’s accepting PIC Assignments at all library branch locations including but not limited to safety concerns

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

- 1.** In order to ensure appropriate PIC staffing, the parties have entered into this Agreement to incentivize additional employees to opt-in as PICs by increasing the PIC premium. The parties hope that by more adequately compensating employees for the PIC responsibilities a sufficient number of employees will volunteer for PIC duty and reduce the number of branch and contact center closures due to lack of PIC staff. The success of this Agreement mayl be evaluated by both the Union and the County by the totality of the evidence including objective as well as subjective factors that either party deems appropriate
- 2.** PIC staffing levels shall be established and maintained in accordance with Article 25 of the Collective Bargaining Agreement.
- 3.** **PIC Compensation and Right of Employees to decline PIC Assignments.** Addendum F, Section F of the parties CBA has been modified to state:

F. Addendum B. Library Person in Charge (PIC) Assignment and Premium Pay

The terms of this addendum shall apply except:

1. It is recognized that the Library may have need for Person in Charge (PIC) assignments which are deemed not to warrant a separate job profile or work out of class pay. Staff who accept these assignments will do so on an "Opt-in" basis, meaning the employee voluntarily accepts such assignment and its responsibilities. No employee can be required to serve in such an assignment without their agreement, and may opt out ~~at any point by communicating to Library management~~ **in accordance with the Library PIC Assignment MOA dated December 1, 2023**. A PIC's primary duty is to respond to patron incidents that disrupt library operations. An employee trained as a PIC shall be paid a ~~ten percent (10%)~~ **fifteen percent (15%)** differential for all time worked as a PIC.

2. If the employee's base job profile has a lower pay grade than step 1 of the assigned grade for the Library Assistant job profile, then the employee will be paid at step 1 of the Library Assistant grade first, and then the PIC differential ~~(10%)~~ **fifteen percent (15%)** will be added.

~~3. The parties will continue to negotiate terms and conditions related to PIC responsibilities and assignments at impacted library branches not covered by the Central Library MOA.~~

4. All time spent in training, including shadowing, for PIC assignments will be paid at the rates described in Section III.1 above.
5. **Primary Responders Definition.** A Primary Responder is the individual responsible for leading security responses and delegating tasks as needed to help ensure safe outcomes.
6. **PIC as Primary Responders.** If an Administrator is in the building, but unable to perform primary responder duties due to a sensitive meeting, or scheduled HR activity (e.g. an investigatory meeting, a performance review, time approval), at lunch, or on break, and the LSL, or contract security is not present, the PICs will be Primary Responders. However, PIC's have discretion to designate themselves as Primary Responder as needed. Employees not assigned to be PIC will not be directed to perform Primary Responder duties but may be asked to provide support.
7. **Lead Worker and Administrator Duties not assigned to PIC.** Administrators will be solely responsible for tasks only an administrator can do including but not limited to approving time off, posting a vacancy for lateral transfer.
8. **Minimum Duration in PIC Assignment.** Once an employee has volunteered for a PIC assignment, they must serve a minimum of four (4) months in the assignment measured from the beginning of their PIC training or first PIC shift, whichever is sooner. Additionally, an employee must provide forty-five (45) days notice that they are opting out and will no longer accept PIC assignments. This forty-five (45) day notice period may run concurrently with the minimum four (4) month assignment.
9. **Current PICs.** In order to accommodate training of new PICs, an employee, that had been assigned to PIC duty prior to the execution of this Agreement, may at any time provide

forty-five (45) days notice that they will no longer accept PIC assignments without the requirement of serving a minimum of four (4) months. These PIC's will be relieved of duty upon the training of new PICs at the locations prioritized below. In no event will a current PIC be required to serve as a PIC beyond March 1, 2024.

Training of new PICs will prioritize locations based on incident frequency and the number of staff who need to be trained or reassigned to meet staffing needs. Locations will be prioritized in the following order: NRW, GSM, CAP, ROC, HWD, BMT, CEN, GRG, FRV, SEL, KEN, STJ, HDL, TRT, WOD, Community Information, HGT, MID, NPO, ALB

10. **Expedited Opt-Out.** Notwithstanding the other terms of this Agreement, in a circumstance where an employee in a PIC assignment experiences health, safety, and/or trauma related issues that interferes with their ability to perform PIC duties, they may elect to opt-out of PIC assignment immediately.
11. **Periodic Breaks.** To support an employee who has volunteered for PIC assignment duty, an employee may take a break from this duty by notifying the designated management representative in writing. An employee taking a break from PIC duty may be reassigned back to their previous geographic work location.
12. **Miscellaneous Terms.** The parties acknowledge that under the terms of their current CBA at Article 22.VIII an employee serving in the role of a PIC may be reassigned to another geographic work location or branch.
13. **Library Safety Liaisons.** Library Safety Liaisons, may volunteer for PIC assignments, when they aren't serving in the role of a Primary Responder, due to the Primary Responder's security role, except as described in Section III.6 of this Agreement.
14. 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.
15. **Settlement of Disputes.** Any dispute over the meaning, interpretation, or application of this Agreement shall be subject to the grievance procedure set forth in Article 18 of the parties' CBA.
16. **Term of Agreement.** This Agreement shall remain in full force and effect through December 31, 2024 and shall be renewed automatically from year to year thereafter, unless either party notifies the other in writing no later than November 1 that it wishes to modify or terminate this Agreement. In the event that either party elects to terminate this Agreement or the parties are unable to come to terms on a successor agreement, they will revert back to the terms of Addendum F as ratified by the parties in their 2022-2025 CBA without any further responsibility to bargain over the subjects contained in this Agreement for the life of the 2022-2025 CBA.

Agreed to this date 1st of December, 2023.

For the Union:

For the County:

Eben Pullman

Eben Pullman
Bargaining & Representation Manager
for Oregon AFSCME Local 88

Matt Davies

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Labor Relations Manager
Multnomah County