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AFSCME Agreement 2017-20202021-2024

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

<u>Agreement:</u> The term "Agreement" shall mean this Agreement or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this Agreement or entered into or made effective during the term of this Agreement.

<u>Bargaining Unit Employee</u>: The term "bargaining unit employee" shall mean any **COUNTY** employee who is a member of the bargaining unit as described in Article 1, RECOGNITION, Section A.

<u>Days:</u> The term "days" shall mean calendar days. The time in which an act provided for in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

Demotion: The term "demotion" shall mean a change from one classification to another classification, voluntarily or involuntarily, with a salary at least two (2) salary grades lower than that of the previous classification, either within or outside of the department.

<u>Designated UNION Representative:</u> The term "designated UNION representative" shall mean any UNION officer (President, Vice-President, Secretary or Treasurer) or any other person who has been designated in writing by a UNION officer as an official UNION representative.

<u>Eligible and Qualified</u>: The term "eligible and qualified" shall mean that any specific requirements of this Agreement, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee shall receive a benefit of this Agreement.

Employee: The term "employee" shall mean bargaining unit employee.

Exempt Employee: The term "exempt employee" shall mean those employees who are meet the definition of exempt under not covered by the Fair Labor Standards Act.

Extra Help: The term "extra help" shall mean employees who are appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

Fiscal Year: The term "fiscal year" shall mean the period from July 1 to June 30.

<u>Good Faith:</u> The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

<u>Just Cause:</u> The term "just cause" shall mean any act of misconduct on the part of an employee, which will reasonably justify the imposition of discipline and further justifies the penalty imposed.

<u>Labor Relations Manager</u>: The term "Labor Relations Manager" shall mean the individual in the position with that name or in a subsequent independent position who serves as the **COUNTY**'s chief labor negotiator. In the event that the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY**'s Administrator to perform this function.

Non-Probationary Employee: The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who has been awarded permanent status following successful completion of a probationary period.

Paid Time: The term "paid time" shall mean all time for which an employee receives compensation,

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including work time and paid leave time.

<u>Part-time Employee</u>: the term "part-time employee" shall mean an employee whose normal work week is less than forty (40) hours and less than eighty (80) hours in a pay period.

Pay Period: The term "pay period" shall mean two (2) workweeks.

<u>Permanent Position:</u> The term "permanent position" shall mean positions which have been approved by the **COUNTY** Board of Commissioners; which are included in the adopted **COUNTY** budget; which are budgeted in excess of 1040 hours in a fiscal year and which work at least twenty (20) hours per week.

<u>Permanent Employee:</u> The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position.

<u>Position:</u> The term "position" shall mean a group of duties and responsibilities assigned to a single employee.

<u>Probationary Employee:</u> The term "probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who is in the process of serving a probationary period.

Probationary Period: The term "probationary period" shall mean the length of time a newly hired demoted or promoted employee is on probation.

<u>Promotion</u>: The term "promotion" shall mean a change from one classification to another classification, which has a maximum salary higher than that of the previous classification.

Qualified: The term "qualified" shall mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought.

<u>Recall:</u> The term "recall" shall mean the return of an employee on layoff to a permanent position in the bargaining unit.

<u>Retire or Retirement:</u> The term "retire or retirement" shall refer to an employee of Lane **COUNTY** who retires for service or disability and who immediately upon leaving active employment begins receiving retirement benefits under the Public Employee's Retirement System applicable to employees of Lane **COUNTY**.

<u>Seasonal Employee:</u> The term "seasonal employee" shall mean a bargaining unit employee who is in a position which has been approved by the **COUNTY** Board of Commissioners; which is included in the adopted **COUNTY** budget; which is for work in excess of twenty (20) hours per week, but which is budgeted for less than six (6) months duration.

<u>Temporary Employee</u>: The term "temporary employee" shall mean any bargaining unit employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis, of not less than 520 hours nor more than 1040 hours in a fiscal year. Temporary employees who remain in the same position for more than two (2) fiscal years will not have to reapply.

<u>Transfer:</u> The term transfer shall mean the change of an employee from one position to another within the same classification in different departments or from one classification to another at the same pay grade or one grade lower, either within or outside the department.

<u>Work Time:</u> The term "work time" shall mean the time the employee actually spends performing compensated work activities.

<u>Vacancy:</u> The term "vacancy" shall mean a position within the bargaining unit, which is to be filled on a regular basis.

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ARTICLE 3

DUES DEDUCTION OF DUES AND FEES/FAIR SHARE

Section 1 - Fair Share and Religious Exemption

(A)	It shall be a condition of employment that all employees covered by this Agreement
sha	all, on the thirty-first day following employment, either become members of the UNION, or
sha	all pay the full lawful amount specified by the UNION in lieu of UNION dues to the UNION
еж	cept as expressly modified in Paragraph (B) below.

(B) Employees covered by this Agreement may choose non-association with the **UNION** based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee must request the exemption under the **UNION** policy and procedure in effect. If an employee's request for religious exemption is granted, the employee will pay the **UNION** an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the **UNION**. If the employee pays the charity directly, the employee must furnish written proof of payment to both the **UNION** and the **COUNTY** showing that this has been done.

Section 2-1 - Deduction of Dues and Fees

- (A) The UNION shall notify the COUNTY of the current rate of dues, fees or any other employee assessments or authorized payroll deductions permitted under the Public Employee Collective Bargaining Act (PECBA) and fair share in lieu of fees in a timely manner, which will enable the COUNTY to make necessary payroll deductions as specified below.
- (A)(B) The UNION shall provide to the COUNTY a list within the time frame identified in Section 5 below identifying the employees who have provided authorization for the COUNTY to make payroll deductions from the employee's wages for the purposes authorized under the PECBA. The COUNTY shall rely on the list to make the authorized deductions and remit payment to the UNION.
- (B)(C) Pursuant to Section 1, tThe COUNTY shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit who have authorized such deductions the specified amount for the payment of UNION membership or payment in lieu of dues, to the UNION. At the option of the UNION, instead of monthly dues deduction, the COUNTY shall deduct from each paycheck the specified amount for the payment of UNION membership or payment in lieu of dues, to the UNION.
 - (C)(D) The **COUNTY** agrees to deduct on a monthly basis from the payroll check of employees covered by this agreement who so request in writing voluntary contributions to be paid to the treasurer of American Federation of State County and Municipal Employees Public Employees Organized to Promote Legislative

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Equality, also referred to as "PEOPLE." In accordance with ORS 243.702, the parties agree that if these types of voluntary contributions are declared to be legally invalid at any point during the life of this *Agreement*, then this section shall be reopened for negotiation upon request by either party.

Section 3 - Maintenance of Membership

All members of the bargaining unit who are members of the UNION as of the effective date of the Agreement, or who subsequently voluntarily become members of the UNION, shall continue to maintain membership status in the UNION during the term of this Agreement. This section shall not apply to the 30-day period of the expiration of this Agreement for those employees who, by written notice sent to the UNION and the COUNTY, indicate their desire to withdraw membership from the UNION.

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Section 24 - Dues Deduction Transmittal/Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made. Such statement shall include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period and employee ID number.
- (B) The UNION agrees to release-fully defend and indemnify the COUNTY and savehold the COUNTY harmless from any liability or claims, suits or proceedings arising out of the COUNTY'S faithful compliance with the terms-whatsoever for performing its obligations as specified in of this Article and the provisions of ORS 243.806, provided the COUNTY notifies the UNION in writing of such claim and tenders the defense to the UNION. Reasonable costs incurred in the defense of the COUNTY by the UNION in any legal action or proceeding brought against the COUNTY for implementing or carrying out the provisions of this Article shall be borne by the UNION. The COUNTY agrees to cooperate fully in the defense of any claim. Nothing in this section shall be construed as to limit the COUNTY's obligation to deduct and transmit dues and fees to the UNION.

Section 3 - New Employee Notifications

The COUNTY shall furnish within ten (10) calendar days of the date of hire to the UNION an electronic list, in Excel or similar spreadsheet, of new employees., who have accepted positions represented by the UNION, along with anticipated start dates, The list or notification of no new bargaining unit employees shall be provided by the close of business each Friday. The list shall contain the name, employee ID number classification, position number, department, position status date of employment, bargaining unit designation and any other employee information in the COUNTY's records that the COUNTY is legally obligated to provide.

Section 4 – Timely Deductions

A file listing new authorizations or changes in authorizations for employee UNION deductions shall be submitted by the UNION to the COUNTY electronically by close of business on the business day immediately following the end of the second (2nd) pay period of each month. The COUNTY agrees that new or changed UNION payroll deduction authorizations submitted within the timeliness above shall be deducted from the next issuesd paycheck for the previous applicable pay period.

Section 5 - Monthly Audit

The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized **UNION** deductions as provided for electronically by the **UNION** to the **COUNTY** by the second (2nd) Wednesday of the second (2nd) pay period of each month.

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County to Union Revised Proposal from 4/28/2021 - sent 5/7/21

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2017-2020

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ARTICLE 4

UNION RIGHTS

Section 1 - UNION Activity

- (A) The UNION or its representatives shall have the right to conduct official UNION business on COUNTY property at such times and in a manner which does not interrupt COUNTY operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The Human Resources Director or designee can issue approval for the Union president to leave their station with supervisory notification. The UNION and its designated representatives shall conduct all business on other than COUNTY time except as authorized under PECBA or expressly authorized elsewhere in this Agreement.
- (B) The COUNTY agrees to furnish bulletin boards to be placed in designated places in each work area. The UNION shall limit the use of such bulletin boards to the posting of notices of general interest and UNION meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The UNION shall have access to COUNTY duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable COUNTY rate. It is understood that COUNTY use shall take priority over UNION use of such equipment. Use shall be by UNION members on their own time.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the UNION and the COUNTY, provided, however, that the number of such employees shall be limited to five (5) at any one time. The COUNTY will inform the UNION if they believe the selected employees will result in an operational impact. If this occurs, the UNION and the COUNTY will discuss potential adjustments.
- (E) The COUNTY agrees that accredited representatives of the UNION shall have reasonable access to the premises of the COUNTY for the purpose of ascertaining whether this Agreement is being observed. UNION representatives shall first report their presence and intentions to the director of the appropriate department, or designated representatives, and shall conduct their activities in a manner which avoids loss of time or disruption of operations.
- (F) An employee, but not more than two (2) at any one time, nor more than one (1) from any Department, who accepts an official position with the UNION shall be granted a leave of absence without pay not to exceed six (6) calendar months in duration. Such employee shall be reinstated by the COUNTY provided that such employee notifies the COUNTY in writing of their intent to return to work thirty (30) calendar days in advance, and provided further that said employee is still qualified to perform the applicable job duties. Only one (1) leave shall be granted to an employee in any eighteen (18) month period.
- (G) COUNTY employees have the right to join and participate in the activities of the UNION for the purposes of representation and collective bargaining with the COUNTY on matters concerning employment relations as long as a loss of time or disruption of COUNTY business is not incurred.
- (H) The COUNTY agrees that where, in the judgment of the COUNTY, its operations will not be seriously disrupted, it will allow UNION Executive Board Members who are otherwise scheduled to work, but not more than one (1) per department, to attend Executive Board meetings after 5:00 p.m. without pay.

Section 2 - PECBA Requests for Information

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> (A) In accordance with Appendix E the COUNTY agrees to furnish the UNION, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to the COUNTY in the regular course of business, not exempt from public disclosure, and is subject to disclosure under PECBA. When the UNION submits to the COUNTY a request for information related to disciplinary matters involving a UNION represented employee, the COUNTY shall provide the UNION with an electronic copy of the final investigation report relied on by the COUNTY, including supporting documentation, at no charge to UNION. If the UNION requests information in addition to the documents described in this paragraph, the procedures set forth in the MOU referenced above shall apply.

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- (A) The COUNTY agrees to furnish the UNION, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to COUNTY Administration in the regular course of business and not exempt from public disclosure.
 - (1) When the UNION submits to the COUNTY, or any agent thereof, a request for information, the COUNTY shall quickly estimate the staff time required to obtain the requested information and the number of copied pages that could be produced as a result of the request.
 - (2) If it is estimated that the information request will require a total of less than one hour of staff time to research, retrieve and/or compile the information as well as require one hundred (100) or less copied pages, the UNION will not be charged for the information request.
 - (3) If it is estimated that the request will require one hour or more of staff time to research, retrieve and/or compile or require more than one hundred (100) copied pages, any response to said information request will be suspended until such time as representatives of the COUNTY and the UNION can meet to discuss the matter. The purpose of any such discussion will be to provide the UNION an opportunity to clarify or modify its request as well as for the parties to agree to charges that are reflective of operative COUNTY regulations or standard procedures.
 - (4) Likewise similar procedures would be applied to the COUNTY for any information request submitted to the UNION, but in no event shall the UNION assess rates that exceed the COUNTY's.
 - (5) The UNION will make a conspicuous effort to have its agents better craft their requests for information.
 - (B) By request tThe COUNTY shall furnish the current names, mailing addresses, and any other employee information in the COUNTY's records that the COUNTY is legally obligated to provide, .. of all bargaining unit members to the UNION, at no cost, no less than every one hundred twenty (120) days., except for those employees who request in writing that their addresses not be disclosed. Costs shall be the responsibility of the UNION at the rate of established fees for public record requests.
- (B) COUNTY employees have the right to join and participate in the activities of the UNION for the purposes of representation and collective bargaining with the COUNTY on matters concerning employment relations as long as a loss of time or disruption of COUNTY business is not incurred.
- (C) The COUNTY agrees that where, in the judgment of the COUNTY, its operations will not be seriously disrupted, it will allow UNION Executive Board Members who are otherwise scheduled to work, but not more than one (1) per department, to attend Executive Board meetings after 5:00 p.m. without pay.

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From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) in number unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion shall be furnished with the request for a meeting, for the purpose of determining whether a meeting is necessary.

Section 3-4 - COUNTY Information

The **COUNTY** agrees to furnish to the **UNION** electronically, at no cost, a copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. Within thirty (30) days after execution of this Agreement, the **COUNTY** will update the **UNION**'s copy of the above documents. The **UNION** will pay for additional copies of the Lane Code and the Lane Manual, if needed. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent an electronic copy.

Section 4-5 - Protection of Rights

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under the Public Employee Collective Bargaining Act or this Agreement including but not limited to:
 - (1) The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
 - (2) The Parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **UNION**.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, such acts shall not be subject to the Arbitration Provisions (STEP 4) of the Grievance Procedure of this Agreement and further, if an Unfair Labor Practice Complaint is filed, any grievance over the issue becomes null and void and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

Section 5-6 - Officers and Stewards

The **UNION** shall provide a current list of its officers and stewards to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.

Section 6-7 - Orientation of UNION Employees

The COUNTY agrees to comply with HB 2016 (effective January 1, 2020) and notify the UNION monthly within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide reasonable timeat least thirty (30) minutes and no more than one hundred twenty (120) minutes for the UNION representatives to meet with new employees on paid time.

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ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 1 – Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article 8 of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four (4) tests must be met:
 - (1) Was the employee forewarned of possible consequences of the conduct?
 - (2) Did the employee breach a rule or commit an offense as charged?
 - (3) Did the employee's act or misconduct warrant corrective action or punishment?
 - (4) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
 - (1) Documented Oral Warning
 - (2) Written Reprimand
 - (3) Suspension
 - (4) Discharge
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on offduty time only when the employee's ability and effectiveness to perform the employee's job is impaired.
- (E) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence for which action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the **COUNTY** determines the investigation is complete. Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION** and

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advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney, or any outside agency.

Section 2 - Pre-disciplinary Hearing

When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action; and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the recording and/or transcript to the **UNION**.

- (A) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days (or more by mutual agreement) to prepare for the disciplinary hearing.
- (B) The employee shall be entitled to have **UNION** representation, not to exceed two (2) **COUNTY** employees at the pre-disciplinary hearing.

Section 3 - Effective Date of Discipline

Once an employee has received official notification of any disciplinary action, such action shall be final, subject to the grievance procedure.

Section 4 – Extension of Time

Extensions to the time limits shall be permitted under the following circumstances:

- (A) The time limits set forth in this Article may be extended by mutual agreement **in writing or via email**
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this Article shall commence at the close of any related criminal investigation and/or legal action.

TA for Union 19/28/2021
TA for County Sky M. Wash 4/28/2021

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1 - Purpose

- (A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- (B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **UNION** at any step in the procedure.
- (C) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.
- (D) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

Section 2 - Grievance Steps

(A) **STEP 1**

- (1) The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:
 - (a) A statement of the grievance and relevant facts;
 - (b) Applicable provisions of the contract; and
 - (c) Remedy sought.
- (2) The supervisor shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days.

(B) **STEP 2**

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievance shall be referred in writing to the applicable Department Director who shall designate a representative. The representative who shall investigate the particulars of the grievance and shall attempt to resolve the issue within seven (7) calendar days of receipt, and shall furnishing a written reply to the aggrieved party and the UNION within that time period.

(C) **STEP 3**

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- 1) If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Department Director, no later than seven (7) calendar days from the date of the Step 2 response or date when said response is due.
 - (2) The Department Director, or designee, and the COUNTY's Labor Relations Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 3 appeal.
 - The Department Director shall provide the **COUNTY**'s written response within fifteen (15) days from the date of the Step 3 meeting.
 - (4) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
 - Any grievance which involves discharge, or is of a class action nature, may be introduced at this step.

(D) **STEP 4**

If the Step 3 response from the COUNTY is not acceptable, the UNION may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employee Relations Board within thirty (30) days of the COUNTY's Step 3 meeting.

Section 3 – Arbitration Guidelines

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one (1) party, to be determined by lot, first striking off one of the five (1 of 5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay, provided however, that any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received.
- (D) The Decision and Award of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- (E) The COUNTY and the UNION agree that the loser of the arbitration shall pay the full expenses and Arbitration fees of the arbitrator only; the COUNTY and the UNION shall assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

TA for Union # 1/28/2021
TA for County My M. Class 4/28/2021

<u>Section 4 – General Provisions</u>

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives to investigate and process grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular business hours when county facilities are open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement <u>or electronic communication</u> from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings.
- (F) A resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, shall have the same effect as an arbitration award on the department involved.

Section 5 - Time Limits

- (A) Any time limit in this procedure <u>Article</u> may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties or by mutual consent via email. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.
- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of Paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

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ARTICLE 7

GENERAL PROVISIONS

Section 1 - Employee Information

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The COUNTY agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide to new AFSCME Rrepresented employees a copy of, or electronic access to, this Agreement.

Section 2 - Personnel File

- (A) The COUNTY shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in Human Resources, with the exception of the Department of Public Safety, where the employee's official Personnel File shall be maintained in that department.
- (B) All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. The employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (C) (B)No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation, provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.
- (D) (C) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

Section 3 - Expense Reimbursement

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the Administrative Procedures Manual (APM) Chapter 2, Section 7.

Section 4 - Work Rules

The **COUNTY** shall furnish the **UNION** a copy of work rules and regulations in writing in a timely manner. The **COUNTY** will make copies available to all employees. Work rules or regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

Section 5 - Licenses

The **COUNTY** shall continue to reimburse employees for the cost of occupational licenses/certifications and registrations required for the performance of their jobs.

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Section 6 - Non-discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with applicable **UNION**, state and federal laws and regulations. Disputes arising under this provision, for which there is a legal remedy, may be processed through the grievance procedure but are not arbitral.

Section 7 - Uniforms

- (A) The COUNTY shall furnish a maximum of one hundred twenty dollars (\$120) for reimbursement of required uniforms and shall reimburse replacement costs to a maximum of one hundred twenty dollars (\$120) annually, provided that proof of needed replacement and actual purchase is furnished to the COUNTY.
- (B) The **COUNTY** shall furnish the following protective clothing for Animal Welfare Officers regularly assigned to field operations: two (2) pair pants, two (2) summer shirts, two (2) winter shirts, one (1) summer jacket (windbreaker), one (1) winter jacket, one (1) rain jacket.
- (C) Uniforms will be replaced as determined by the COUNTY. Uniforms purchased by the COUNTY are COUNTY property and shall be returned to the COUNTY upon termination of employment.

Section 9-8 - Parking

- (A) The **COUNTY** may raise parking fees to match fees in the market area, however only one (1) change may be made during the life of the contract.
- (B) The "Market Area" used by the COUNTY to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) AFSCME represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.
- (B) The following parking provisions apply to employees working at the Community Health Center of Lane County, Riverstone Clinic:
 - (1) Staff will be allowed to park in the lot behind the Riverstone Clinic after 5:00 p.m. on weekdays and on weekends. Employees will be allowed the time necessary to move vehicles during the workday to address the parties' safety concerns.
 - (2) The parties agree to meet and develop mutually agreeable strategies to address safety concerns raised by employees.
 - (3) All parties agree that, other than the times specified in item 1 above, no staff of the Community Health Centers of Lane County will be allowed to park in the lot adjacent to the Riverstone clinic.

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ARTICLE 8

SELECTION/PROMOTION

Section 1 - Job Posting

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- (A) Vacant bargaining unit positions, except those filled by lateral transfer or promotion as provided below, shall be posted for employment applications.
- (B) Non-probationary bargaining unit members who desire promotion may submit a request to be considered for promotion to the Human Resources office at any time. Such request shall specify the classification(s) to which the employee wishes to be promoted. When a position in a classification for which an employee has filed a promotional request becomes vacant, the employee will be notified and may apply.
- (C) Where the **COUNTY** believes that fewer than three (3) qualified bargaining unit employees will apply, the **COUNTY** shall have the option of posting the vacancy in-house or recruiting from outside the bargaining unit.

Section 2 - Legal Requirements

The **COUNTY** and the **UNION** both recognize that there may be a legal requirement to place an employee into a position due to the reinstatement rights of an injured worker, an employee returning from military or other protected leave, a court order, an accommodation under the Americans with Disability Act, or similar mandated rights that may take precedence over the provisions of this Article.

Section 3 - Promotional Preference

Permanent, non-probationary bargaining unit employees who complete an official employment application and who meet the minimum qualifications for the classification shall be granted promotional preference for all bargaining unit classifications.

- (A) All postings will be displayed in a central location electronically through the **COUNTY**'s website. Further, Supervisors/Hiring Authorities shall notify all AFSCME staff of positions opening within their respective departments.
- (B) Employees may fill out the AFSCME Promotional Request form at any time of the year and will be immediately added to the promotion list.
 - (1) Completing the AFSCME Promotional Request form only guarantees that the employee will be sent a recruitment announcement. Once the employee has been notified of the promotional opportunity, the employee must complete an employment application for the vacant position.
 - (2) Employees who will be absent from work for more than one (1) week have a responsibility to notify Human Resources in writing or by e-mail of where they may be reached if they want to be notified of any promotional opportunities.
 - (3) Employees should keep a copy of the completed promotional request form in order to help themselves remember positions for which they have requested promotional notification. Employees will receive notification only of those positions listed on their promotional request form.
 - (4) Employees can keep themselves informed of current posted positions by accessing the online County Employment Opportunities web page.

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- (5) Employees must keep Human Resources notified of their current address and phone number.
- (C) Human Resources staff will accept electronic and/or paper Promotional Request forms and maintain an up to date promotional request file. When a vacant AFSCME position is posted, Human Resources will send a copy of the recruitment announcement individually to the employees on the promotional notification list for that classification via the employee's current email address on file.
- (D) Promotional preference will occur subject to the following:
 - (1) As determined by the COUNTY, promotional eligibility shall be based on:
 - (a) Supplemental questionnaire scoring and/or examination score;
 - (b) Seniority The weight of the questionnaire supplemental scoring and/or examination shall be one hundred (100) points with a passing score of seventy percent (70%). All employees who achieve a score of at least seventy percent (70%) will receive seniority points at the rate of two (2) points for each six (6) months of employment up to a maximum of sixty (60) points (fifteen (15) years of service).
 - (c) Veteran's Preference Employees who are veterans will have five (5) points added to their score. Employees who are disabled veterans will have ten (10) points added to their score. Employees must include the appropriate documentation verifying their veteran status, a DD214 or DD215 long form and/or disabled documentation, for each position for which they apply.
 - (2) Candidates for internal promotion as determined in Paragraph 1 above and all veterans who meet the minimum and special qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.
 - (3) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a pay grade above that of their previous classification and for which they are qualified. When applying for the vacant bargaining unit position, the employee on layoff status shall be eligible as an in-house candidate, subject to the provisions above.
- (E) If a minimum of three (3) qualified applicants who are currently members of the bargaining unit apply for the position and receive a score of at least seventy percent (70%) on the questionnairesupplemental scoring/examination as specified in Section 3 (D) above, all internal candidates who score at least seventy percent (70%) and all veterans who meet the minimum and special qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

Section 4 - Outside Recruitment

If fewer than three (3) qualified employees apply for promotion and receive a score of seventy percent (70%) on the questionnaire supplemental scoring/examination, the appointing authority may select one of the qualifying internal applicants or applications may be accepted from other sources. For each vacancy, candidates from all sources, including all promotional candidates who have scored seventy percent (70%) or more on the questionnaire supplemental scoring/examination as well as all veterans who have met the minimum and special qualifications, shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

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Section 5 - Lateral Transfers

(A) Lateral transfers are generally made from one authorized position to another within the same classification. Lateral transfers may also be made to other classifications at the same pay grade or one (1) pay grade lower either within the department or in a different department provided that employees wishing to transfer can demonstrate that they meet the minimum qualifications for the new classification. The COUNTY may require an employee wishing a transfer to pass the same test required to qualify for promotion.

- (B) Supervisors/Hiring Authority will notify all employees within their department of any vacant position before going to the recall or transfer list to allow any interested qualified staff member in the same classification the option of a reassignment of duties. After any reassignments occur, the department will notify Human Resources of the vacant position with specific information. Human Resources will assist with the educational process by checking to see that departments have dealt with internal reassignments before requesting a transfer list or that a position be posted. Reassignment will not be required if the only eligible employees are within the program and location opening the recruitment.
- (C) Lateral transfers will only be considered when a position becomes vacant unless there are two or more transfer candidates who can "trade" positions. If an employee is interested in being considered for lateral transfer, the employee must submit a written request for lateral transfer, clearly explaining the employee's interests, to Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept electronic and/or paper Transfer Request forms and maintain an up to date transfer file.
- (D) Employees are responsible for updating and maintaining their electronic and/or paper Transfer Request form. Human Resources will send a courtesy reminder to employees during the first week of January each year to update or maintain their Transfer Request form. The reminder will be sent electronically; however, in sections of the County where employees do not have access to computers, supervisors will post reminders in a central location. Employees who will be absent from work for more than one (1) week have a responsibility to notify Human Resources in writing or via e-mail of where they may be reached if they want to be considered for any transfer position. Further, employees must keep Human Resources notified of their current address, personal email address and phone number.
- (E) When a vacancy occurs, Human Resources will contact appropriate employees on the transfer list, as defined above, in Section 5 (A) to determine employees' interest in a specific position. All employees indicating an interest will be referred to the department for consideration. Included with this list will be an outline of appointing authority responsibility.
- (F) When the department receives the list of transfer candidates from Human Resources, the memo will be specific in what the department's responsibilities are towards those candidates.
- (G) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted. The hiring authority must contact all transfer candidates to schedule interviews. If unable to contact candidates immediately, the hiring authority will continue to try to make contact for at least three (3) days.
- (H) Departments are not required to fill a position with a transfer candidate. They may elect to post the position pursuant to Section 1 of this Article.
- (I) Accepting a transfer position will remove the employee's name from the transfer list. The employee will be required to contact Human Resources and complete a new transfer request form to be placed back on the transfer list.

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Section 6 - Department of Public Safety Positions

(A) All bargaining unit positions within the Department of Public Safety shall be excluded from Sections 1 through 5 of this Article except that Section 1 (A) and Section 2 of this Article shall apply.

(B) Bargaining unit employees working in the Department of Public Safety shall be fully eligible for promotional preference for all other bargaining unit positions as provided in this Article.

Section 7 - Reclassifications

The following shall govern the reclassification of filled positions in the bargaining unit:

- (A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the new classification.
- (B) If, over time, the complexity or level of responsibility of a position increases, the department may submit a request for reclassification to Human Resources. Affected employee(s) shall be notified of all requests for reclassification.
- _lf an employee believes the duties of the position have changed sufficiently to justify a reclassification, the employee may request a reclassification from the department. Should the department and Human Resources determine an upward reclassification is appropriate, the effective date of the reclassification shall be retroactive to the first full pay period following the date the employee submitted the request.
- If an upward reclassification is predicated on a reorganization, all interested employees within the department presently classified in the next lower classification level and who meet minimum qualifications shall be interviewed for the position. Selection will be based on experience, qualifications and seniority from amongst those employees interviewed. The UNION and all eligible employees will be notified of the opportunity.
- If a position is reclassified downward, the layoff procedures of this Agreement, Article 16 shall take effect, unless the incumbent employee elects voluntary demotion.
- The UNION and the affected bargaining unit employee shall be notified of all final classification decisions within ten (10) days.

Section 8 - Flex Staff Series

After an employee has been employed at the entry level in a flexibly staffed classification for a period of one (1) year, the employee may be advanced to the journey level subject to the following:

- (A) The employee is remaining in the same position.
- (B) The employee meets the minimum qualifications for the journey level.
- (C) The employee is performing, at an acceptable level, the duties of the journey level.
- (D) An employee, who has been at the entry level for eighteen (18) months or more, may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.
- (E) Denial of a request to move to the journey level may be appealed by filing a written appeal with

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Human Resources within fourteen (14) days of receiving the denial from the Department Director.

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(F) The County Administrator, or designee, shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.

(G) Upon moving from the entry level to the journey level, an employee shall be placed on a step in the journey level pay grade with a minimum of a five percent (5%) salary increase.

(H) Flexibly staffed classifications are those classifications identified in Appendix CB.

Section 9 - Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the COUNTY and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY**'s opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.
- (C) Employees hired on or before December 31, 2021 shall serve an initial probationary period of six (6) continuous months worked. Effective January 1, 2022, Nnew bargaining unit employees shall serve an initial probationary period of six twelve (612) continuous months worked. Employees failing to receive a successful or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) days with the consent of the UNION. During such extension, the employee shall be entitled to all benefits under this Agreement except that they may not grieve termination of employment.
- (D) Employees who are transferred from one position to another but do not change classification or employees who are reclassified shall not serve a new probationary period.
- (E) Employees who are promoted to another classification shall serve a new probationary period of six (6) continuous months worked in the new classification. Such employees who fail, as determined by the COUNTY, to satisfactorily meet the requirement of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former department provided the employee completed the initial probationary period prior to the promotion. Employees rejected in probation shall not be eligible to compete for a position in the same classification under the same work unit for a period of one (1) year.
- (E)(F) Effective January 1, 2022 Eemployees who accept a transfer or voluntary demotion to another classification that they have not previously successfully completed a probationary period in shall serve a new probationary period of twelve (12) continuous months worked in the new classification. The COUNTY reserves the right to reject any probationary employee during the probationary period without recourse, if in the COUNTY's opinion such rejection is in the best interest of the COUNTY. In the event of the rejection of a probationary employee, the COUNTY shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the COUNTY, shall provide two (2) weeks' pay in lieu of such notice.
- (F)(G) Any probationary employee not notified of performance deficiencies noted during the first

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one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such performance does not presume continued employment for the balance of the probationary period.

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ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 1 - Workday/Workweek

The workday is defined as twenty-four (24) hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday.

Section 2 - Normal Work Schedule

An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek.

Section 3 - Employee Work Schedule

- (A) It is recognized that the COUNTY may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the COUNTY may make such changes, provided that except in the case of emergency or when the change is initiated by an employee, the COUNTY shall notify the employee affected at least ten (10) calendar days prior to implementation of such changes. Regular work schedules shall be established as far in advance as the COUNTY reasonably feels is practical. The ten (10) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.
- (B) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency shall be defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct COUNTY business as deemed necessary by the COUNTY.
- (C) Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.
- (D) It is understood that employees shall not have the privilege of selecting work schedules; however, the COUNTY shall make a good faith attempt to avoid making changes in working schedules which result in an expressed undue hardship to affected employees and will, within operational limitations, consider requests for shift preference. While the COUNTY shall retain the final decision relative to work schedules, any voluntary agreement reached between a Department Director and the affected employees which is consistent with the Agreement, relative to work scheduling procedures and criteria shall be followed unless amended.
- (E) It is understood that Animal Welfare Officers within Lane County Animal Services shall have the privilege of selecting work schedules based on seniority provided that work schedule requests are made prior to January 31 and July 31 of each year. Such exercise of seniority shall be limited to two (2) selections per each calendar year.
- (F) Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days on a shift change without a day off.
- (G) Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an Exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, the employee may work the necessary time without prior supervisory approval.

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Section 4 - Alternate Work Schedules

(A) In the event the COUNTY initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, the COUNTY shall include with the notice an explanation of any changes in overtime calculations. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

- (B) An employee may submit a written request to the appropriate supervisor for an ongoing change in work hours and/or workdays of the employee's work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.
- (C) When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.
- (D) Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and the decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 5 - Overtime

- (A) When the COUNTY requires non-exempt employees to work overtime, the following shall apply:
 - (1) Authorized overtime work shall be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
 - (2) Except as modified by Section 4 above for full-time employees, except those who go into a leave without pay status during the workweek, all paid time in excess of forty (40) hours in any workweek or eight (8) hours in a day shall be considered overtime work. Overtime will be paid for all hours worked beyond the normal scheduled work hours.
 - (3) For part-time employees and full-time employees who are not in a paid status for forty (40) hours in a workweek, all additional hours worked will be paid on a one-to-one basis (1:1) up to forty (40) hours per week. Hours over forty (40) shall be considered overtime. Additionally, except as modified by Section 4 above, all time worked in excess of eight (8) hours in a workday shall be considered overtime work.
 - (4) The COUNTY shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The COUNTY agrees to recognize and consider seniority in regards to overtime assignments.
 - (5) It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, shall be assumed to have completed their shift on the day in which it commenced.
 - (6) Overtime shall be compensated only once for the same hours worked.
 - (7) Overtime shall be calculated to the nearest tenth (10th) hour worked.
 - (8) Any non-exempt employee, having worked on each of seven (7) consecutive days, shall be

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paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day, provided that said employee has worked forty (40) regular hours in the workweek. For the purposes of this provision, the first day worked will be the employee's first scheduled workday in the workweek.

- (9) The classifications exempted from the provisions of this section are indicated in Schedule A, Salary Schedule attached hereto.
- (B) When the needs of the COUNTY require exempt employees to work overtime, the following shall apply:
 - (1) Overtime work shall be compensated at the rate of one (1) hour of compensatory time off for one hour of overtime worked.
 - (2) All hours worked in excess of forty (40) paid hours in any workweek or eighty (80) paid hours in a pay period shall be considered overtime work.
 - (3) The **COUNTY** expects exempt employees to exercise prudent judgment in the scheduling of their time to minimize any overtime work.
 - (4) The COUNTY agrees to recognize and consider seniority in regards to required overtime assignments.
 - (5) Overtime shall be compensated only once for the same hours worked.
 - (6) Overtime shall be calculated to the nearest (nearest tenth (10th) hour worked.
- (C) Full-time employees may accrue up to a maximum of eighty (80) hours of compensatory time. The maximum compensatory time allowed for part-time employees will be forty (40) hours. All time recorded over maximum accrual will be paid out.
- (D) Any unused accumulated compensatory time off shall be paid out at the time of termination, death or transfer to another department.
- (E) De minimus cell phone use will not be considered for purposes of calculating overtime. De minimus cell phone use is defined as including but not limited to: brief cell phone use such as texting or checking email. This time will not exceed seven (7) minutes per day.

Section 6 - Meal/Rest Periods

- (A) Employees shall be allowed one (1) rest period of fifteen (15) minutes duration in each one-half (1/2) shift, which insofar as is practicable, shall be in the middle of each half shift, such time to begin when the employee leaves their work station, and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time shall be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours duration.
- (C) Unpaid meal periods shall not be less than thirty (30) minutes, nor more than one (1) hour in duration. Those employees specifically required to remain at their work site and perform work in lieu of a meal period will receive pay for the time worked at the rate of time and one half one and one-half (1-1/2) times the regular hourly rate.
- (D) Employees required to work in excess of two (2) hours beyond their regular scheduled shift shall be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is

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understood that the duration of such periods shall be determined by the COUNTY.

(E) Employees on the swing or graveyard shift shall receive a paid meal period not to exceed one half (1/2) hour in duration and shall be subject to call by the **COUNTY**.

Section 7 - Cleanup Time

Employees shall be afforded necessary time, as determined by the **COUNTY**, for the purpose of cleanup prior to the conclusion of the work day. Animal Welfare Officers will be allowed to change out of their uniforms during this time.

Section 8 - Reporting Place

- (1) Non-exempt employees shall report to their regular place of reporting so as to begin work at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time.
- (2) Exempt employees shall report to work so as to meet the requirements of their jobs.

Section 9 - Call-back Pay

- (A) For all employees, other than indicated below, who are required to report back to the worksite prior to their next scheduled shift shall be paid a minimum of two (2) hours of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater. For employees in the Department of Technology Services who are required to perform work off-site via remote access prior to their next scheduled shift will be paid a minimum of one (1) hour of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater.
- (B) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of one (1) hour pay at the applicable straight or overtime rate, provided that such lack of work is not due to circumstances beyond the control of the **COUNTY**.
- (C) Except for calls received from a supervisor or manager in response to an oversight of the employee or being offered or notified of work, an employee who receives a phone call during off duty hours for the purpose of questions or inquiries on work-related subjects shall be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate in accordance with Article 9, Sections 1 and 5. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call. An employee called back a second time within the time frame of the original call back will not be eligible for an additional call-back pay. Exempt employees' compensation will be in the form of compensation time at the rate of one (1) to one (1).

Section 10 - Shift Differential

The **COUNTY** agrees to pay a shift premium of three percent (3%) of the employee's normal base hourly rate in addition to the established wage rate or twenty-five cents (\$0.25) per hour, whichever is greater for all hours worked on swing shift or five percent (5%) of the employee's normal base hourly rate for all hours worked on graveyard shift. The swing shift shall be considered any shift with hours primarily between 1600 and 2400. The graveyard shift shall be considered any shift with hours primarily between 2400 and 0800.

Section 11 - On-Call Time

(A) An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of one (1) hour regular wage per day on scheduled work days and two(2) hours regular wage per day on scheduled days off. If the individual is called to work, they will

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be paid for the actual hours worked at the applicable straight or overtime rate. To qualify for on_ call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on_call more than fourteen (14) days in a twenty-eight- (28) day period.

(B) It is understood that qualified Maintenance Specialists shall have the privilege of bidding by seniority for the rotating on call coverage between January 1 and January 31 of each year for the rotating on call coverage. Qualified employees shall mean those employees that have worked for the facilities maintenance division for one (1) year or have been approved by the facilities manager to work independently. Employees will be assigned beginning Fridays at 3:00 p.m. to be on call until the following Friday at 2:59 p.m. Employees will be compensated for seven (7) days, seven (7) twenty four (24) hour periods, of on call time. Employees will begin to claim the on call pay beginning on Saturday and ending on the following Friday. Employees will not claim on call pay on the Friday they begin the on call week.

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ARTICLE 10

WAGES

Section 1 - Salary Range Adjustments

- (A) The salary ranges in effect at the Board of County Commissioners' approval of this Agreement shall be those set forth in Schedule A and attached hereto. Effective the first full pay period following July 1, 20172021, employees on the payroll on the date of the Board of County Commissioners' approval of the *Agreement* by the **COUNTY** in the classifications with a negotiated market adjustment will move to the negotiated pay grade. Employees will be placed at a step closest in pay to their current step which does not result in a decrease in pay.
- (B) Effective the first full pay period following January 1, 2018 in which the date of approval by the Board of County Commissioners' approvesal of this Agreement all employees on the payroll on theat date of approval on step one (1) in the following classifications will receive a one-time payment of one-hundred and seventy-five one thousand three hundred dollars (\$1751,300.00)-

Administrative Assistant Asst Veteran Service Coord Cartographer GIS Technician Community Service Worker 2 Community Service Worker 2 - Bil Cook Juvenile Correctional Services Tech Correctional Services Tech - Bil Data Entry Operator Justice Court Clerk Justice Court Clerk, Sr Landscape Technician Lead Juvenile Cook **LEC Marketing Asst** Legal Secretary 1 Legal Secretary 1 - Bil Legal Secretary 2 Mail Clerk Maintenance Specialist 2 Mental-Health-Associate Office Assistant 1 Office Assistant 1 - Bilingual Office Assistant 2 Office Assistant 2 - Bilingual Office Assistant Sr Office Assistant Sr - Bilingual Operations Events Worker Victim Advocate Victim Advocate - Bilingual **WIC Certifier** WIC Certifier - Bilingual WM Fee Collector WM Fee Collector Sr

(C) Cost of Living Adjustments

a. Effective the first full pay period following July 1, 20172021, employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement by the COUNTY,

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shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule A and attached hereto.

b. Effective the first full pay period following July 1, 2018,2022 employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule B and attached hereto.

- c. Effective the first full pay period following July 1, 20192023, employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule C and attached hereto.
- (D) The UNION will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the COUNTY will provide all available information regarding revenue and expenditures and financial forecasting models to the UNION and will meet at least quarterly to discuss the COUNTY's financial situation. Within fourteen (14) days following final budget action by the Board of County Commissioners, the COUNTY shall provide the impact statements included in the budget document for the reduction and addition of personnel to the UNION.

Section 2 - Steps in Compensation Plan

- (A) Effective the first full pay period following July 1, 2021, Tthe compensation plan shall be based on a ten-nine (109) Step schedule by eliminating the bottom step, with the steps being equally spaced between the low and high ends of the salary range for each classification. Employees on the bottom step of the current salary schedule on the payroll on the date of approval by the Board of County Commissioners, will move to the new Step 1, retroactive to the first full pay period following July 1, 2021.
- (B) Employees hired on or before December 31, 2021 at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the COUNTY. Otherwise, step increases shall occur at twelve (12) month intervals unless the employee receives "needs improvement" or lower rating on their performance evaluation.
- (C) Employees who are denied a step increase must be notified in writing prior to the scheduled date of the increase. The notice must identify the areas of deficiency. Employees will be given the opportunity to sign the notice. Employees who are denied a step increase may utilize either the Administrative Procedures Manual (APM) evaluation appeal process or may use the grievance procedure in Article 6. The only permissible claim of contract violation is a management rights violation because the performance deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable. The parties agree to make every reasonable effort to resolve the issue at or before Step 3.
- (D) -In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

<u>Section 3 – New or Revised Classifications</u>

Should the **COUNTY** establish a new, or substantially modify an old or existing classification, the following shall apply:

- (A) A proposed wage rate shall be established by the COUNTY, and provided to the UNION.
- (B) The rate proposed by the COUNTY shall be deemed as agreeable to the UNION at the end

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of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations over the proposed wage rate within that same period.

(C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures described in Article 17, Section 1 (B) shall apply.

Section 4 - Salary Protection

No employee shall incur a salary reduction because of the establishment of a new, or by substantially modifying an existing, classification pursuant to Section 3 of this Article.

Section 5 - Out of Class

- (A) An employee temporarily transferred from a job at a lower rate of pay to a job classification at a higher rate of pay for a period in excess of one (1) hour shall be paid at the higher rate in accordance with normal promotional policy for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees shall not be assigned in a trainee status solely for the purpose of avoiding the provisions of this Section.
- (B) All assignments in training shall be authorized in writing upon the employee's request.

Section 6 - Bilingual Differential

- (A) Positions designated as bilingual will receive five percent (5%) additional compensation above the base classification pay.
- (B) Bilingual designation is an adjunct classification, as indicated in Appendix <u>ED</u>. The classification specifications will include bilingual skills of a specified level in a specified language or languages. For example, an OA2 position requiring bilingual skills would be designated as OA2-B.
- (C) The **COUNTY** shall determine which positions shall be designated as "B" classifications.
- (D) The COUNTY may test for appropriate minimum qualifications for level of fluency to meet the minimum qualifications for the classification specification; this may include testing current employees on an ongoing basis to meet qualifications as determined by the COUNTY.
- (E) A "B" designated classification shall be considered a separate classification for the purposes of Article 16. In order for an employee in a non-"B" designated classification to bump into a "B" designated classification; the employee must meet the minimum qualification for level of fluency for the "B" designated classification.
- (F) The **UNION** may obligate the **COUNTY** to a formal classification review on two classifications to be designated as adjunct "B" classifications in addition to the six such classification reviews delineated in Article 19, Section (1)(C)(2).

Section 7 - Direct Deposit

The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless, the **UNION** is provided no less than thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the following protocols:

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- (A) All employees hired after March 22, 2001, shall have their payroll transmitted via direct deposit.
- (B) Employees hired before March 22, 2001, may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.
- (C) Employees who have no access to Employee Self-Service will continue to receive a payroll advice.
- (D) Direct deposit may be made to multiple financial institutions at the same time.
- (E) Subject to the conditions contained in subsection (E) herein, payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (F) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section of this Agreement, payroll subject to direct deposit will normally be available on the day before said Friday.

Section 8 - Deferred Compensation

- (A) For employees in permanent positions on the date of approval by the Board of County Commissioners, effective the first full pay period following July 1, 2021, the COUNTY will contribute one percent (1%) of the employee's PERS subject wage rate to the COUNTY's deferred compensation providers.
- (A)(B) Employees shall be responsible for assuring their account does not exceed the maximum allowed under IRS rules.

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ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

(A) The following days shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (A) and (B) of this Section:

New Year's Day Martin Luther King's Birthday (3rd Monday in January) Presidents' Day (3rd Monday in February) Memorial Day (Last Monday in May) Independence Day Labor Day (1st Monday in September) Veterans' Day (November 11) Thanksgiving Day Christmas Day

(B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any employee who:

- (1) Reports for work or is on paid leave on the last scheduled work day prior to, and first scheduled work day following, the holiday; and
- (2) Whose scheduled work or paid leave day falls within two (2) calendar days prior to or following the holiday.

(C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section/work group are working a five (5) day, eight (8) hour work schedule shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight (8) hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section/work group are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) During the week of a holiday, the COUNTY may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.
 - (b) In developing an opportunity for a modified work schedule for the week of a holiday, the COUNTY shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the COUNTY's operational needs can be met.

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When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

- (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
- (d) If part time employees are offered an opportunity by the COUNTY for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.
- (3) Compensation for holidays shall be as per the following:
 - (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
 - (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
 - (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the COUNTY.
 - (d) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following thirty (30) calendar days.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave or vacation.

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual

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convenience of the **COUNTY** and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part time and eligible temporary employees who are not covered under Section 3, Personal Time Off, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

Section 2 - Time Management

(A) Purpose

It is the purpose of the Employee Time Management Program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

This program covers all employees in the bargaining unit. However, it is understood that initial probationary employees may only use time management for illness or emergency reasons. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency Leave
- (2) Vacation Leave
- (3) Sick Leave (non-occupational or injury leave, excluding disability leave)
- (4) Personal Days

(C) Accumulation

Except as limited in subsection 5, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

(1) Eligible non-exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 to 1 yr.)	20.0 days/yr	6.154 hrs/pay period
13 - 24 mos. (1 yr to 2 yrs)	23.0 days/yr	7.077 hrs/pay period
25 - 48 mos. (2 yrs to 4 yrs)	26.0 days/yr	8.000 hrs/pay period
49 - 108 mos. (4 yrs to 9 yrs)	29.0 days/yr	8.923 hrs/pay period
109 - 168 mos. (9 yrs to 14 yrs)	32.0 days/yr	9.846 hrs/pay period
169 - 228 mos. (14 yrs to 19 yrs)	35.0 days/yr	10.769 hrs/pay period
229 - 288 mos. (19 yrs to 24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos. + (24 + yrs)	41.0 days/yr	12.615 hrs/pay period



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(2) Eligible exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 yrs to 1 yr)	23.0 days/yr	7.077 hrs/pay period
13 - 24 mos. (1 yr to 2 yrs)	26.0 days/yr	8.000 hrs/pay period
25 - 48 mos. (2 yrs to 4 yrs)	29.0 days/yr	8.923 hrs/pay period
49 - 108 mos. (4 yrs to 9 yrs)	32.0 days/yr	9.846 hrs/pay period
109 - 168 mos. (9 yrs to 14 yrs)	35.0 days/yr	10.769 hrs/pay period
169 - 228 mos. (14 yrs to 19 yrs)	38.0 days/yr	11.692 hrs/pay period
229 - 288 mos. (19 yrs to 24 yrs)	41.0 days/yr	12.615 hrs/pay period
289 mos. + (24 + yrs)	44.0 days/yr	13.538 hrs/pay period

(D) Part-time employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full-time the employee was paid in the previous two pay periods as a base.

(E) Existing Vacation

- (1) An employee's existing vacation accrual at the time of July 1, 1987 will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one basis.
- (2) Upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid out.

(F) Usage

- Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 5 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the COUNTY. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(G) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice (2x) their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual

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was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave paid out at fifty percent (50%) of the balance at the current rate.

(I) Death

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the COUNTY. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email, or text message). Substantiation of illness, injury, or emergency may be required by the COUNTY when a pattern of excessive use of time management, without prior supervisor approval, interfering with operations has been documented. The first time an employee is absent without pay, without advance supervisor approval, the COUNTY may require the employee to have one (1) counseling session with the COUNTY provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January <u>45-30</u> seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January <u>45-30</u> shall be on a first come first serve basis.
- (3) Leave shall be scheduled by the COUNTY based primarily upon the needs of efficient operation, the availability of relief_τ and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the COUNTY shall be given first consideration, provided that leave requests are made prior to January 45-30 of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the COUNTY, when practicable, will attempt to accommodate requests for leave schedule modifications.

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(K) Conversion

(1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:

- (a) The maximum number of time management hours and vacation hours that can be converted into paid compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
- (b) Employees must have a balance of at least forty (40) hours of time management after selling the time.
- (c) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

(L) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time, and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance, and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and should notify Central Payroll if there are hours that are not eligible for donated time.

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(6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.

(7) Donations will be based on time donated, not dollar value of donation.

(8) The 80-hour eligibility period for Disability Leave defined in Section 5 (B) below will not be subject to this program. An exception may be granted by the HR Director.

Section 3 - Personal Time Off (PTO)

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, excluding Fee Collectors, will accrue Personal Time Off (PTO) at a rate of .115385 hours per each hour worked with a maximum accrual of 120 hours in a fiscal year.

(A) PTO cannot be sold during the time a temporary employee is employed.

(B) PTO will be cashedpaid out at a rate of 1:1

(C) PTO will be eashedpaid out upon end of the fiscal year, termination or upon the depletion of the 1040 hours.

(D) PTO must be exhausted to take unpaid leave.

(E) PTO must be used if an employee takes time off during a regularly scheduled work day including holidays.

Section 4 – Occupational Illness or Injury

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury; thereafter as prescribed by Oregon Workers' Compensation law. Such time shall not be charged against any earned leave balance.

Section 5 - Non-Occupational Disability Leave

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability period.
- (B) All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.

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- (D) The employee will be required to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
 - It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (F) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the COUNTY prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted available Extended Illness Bank hours.
- (H) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

Section 6 - COUNTY Paid Bereavement

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive days) pay, or if out-of-state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The COUNTY may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household, and any other relationships as defined in the Administrative Procedures Manual. In order to receive reimbursement leave must be taken within thirty (30) calendar days of death. An employee may also be entitled to OFLA bereavement leave, which runs consecutively to COUNTY paid bereavement leave and is unpaid, unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

Section 7 – Jury Duty

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An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be paid for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty.

Section 8 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves of absence may be requested prior to the use of any accumulated leave time.
- (C) Except for **UNION** leaves as provided in Article 4_and Family Medical and Parental Leave under state and federal law, employees are generally required to use accrued leave and compensatory time prior to going on leave without pay. Employees may request to retain up to eighty (80) hours of leave time, in recognition of the need to have time for sick leave purposes.
- (D) Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (E) With the exception of military active duty, Peace Corps, and **UNION** leave, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (F) Except for military leave, family medical leave, workers' compensation leave, UNION leave, or other statutorily protected leave, employees' credited years of service, seniority, probation, and leave eligibility dates will be adjusted after fifteen (15) consecutive days on leave without pay to reflect a deduction of the time of a leave without pay. Employee's merit eligibility, performance review, and probation dates will also be adjusted. Employees on leave without pay status will not accrue leave.
- (G) Employees on leave without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by state or federal law, or by mutual agreement of the parties. Employees on an approved leave of absence may purchase **COUNTY** health insurance at their own expense.
- (H) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned. The position shall be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the COUNTY beyond the control of the employee, and has received approval for an extension of such leave.

Section 9 - Military Leave

(A) Annual Training Leave

An employee who has been employed by the **COUNTY** for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) days in any training year for annual active duty training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing provided the employee received bona fide

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orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to the **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

(B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY's** Administrative Policy Procedures Manual for more information.

(C) If state or federal law change during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

Section 10 - Unexcused Absence

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to and including discharge as provided for in Article 5 of this Agreement.

Section 11 - Subrogation

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies') insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

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ARTICLE 12

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs identified below. Should the costs of such programs increase during the life of this Agreement or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered by the **COUNTY** whenever such charges become effective.

- (A) Employee and eligible dependent health insurance.
- (B) Employee and eligible dependent dental insurance (including adult orthodontic care).
- (C) Employee long-term disability insurance to provide sixty-six and two-thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan. Effective January 1, 2018 tThe limits of the plan shall be 66-2/3% of a gross monthly income limit of \$10,000 (or \$6,667 per month).
- (D) Employee and eligible dependent vision exam plan to be included in the health plans.
- (E) Employee accidental death and dismemberment term life insurance in the amount of <u>twenty five</u> thousand dollars (\$25,000) dollars or one times (1x) annual salary, whichever is greater.
- (F) Effective January 1, 2018 pPart time employees who are regularly scheduled to work between twenty (20) and less than thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent health and vision exam coverage under the COUNTY's group plan at the applicable COBRA rate. Employees within these positions on or before December 31, 2017 will continue their existing eligibility for health, dental and vision exam insurance.

Section 2 – Health Insurance Plan

- (A) Employees will have the choice between a point of service plan (the "Co-Pay Plan"), and the High Deductible Health Plan (HDHP) with a health savings account (HSA) or health reimbursement arrangement via a voluntary employees' beneficiary association (HRA-VEBA). Effective January 1, 2018, eEmployees will have the choice between the Co-Pay Plan or, the PrimePlus Plan, or the high deductible health plan (the "HDHP") with an Health Savings Account HSA/HRA. All three plans include coverage for a vision exam. Employees may elect to move from plan to plan during subsequent open enrollment periods.
- (B) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1, 20182022.
- (C) For all employees who elect the HDHP, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1, 20192023.
- (D) For all employees who elect the HDHP, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1,

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(E) Under the Co-Pay plan, the co-pay for professional services will increase to is thirty-five dollars (\$35.00) per co-pay/visit.

- (F) For all new hires who elect the HDHP, the COUNTY will deposit a prorated amount in the employee's HSA/HRA upon eligibility in their first year of employment. The HSA/HRA amount will also be adjusted and prorated for employees moving from individual to family enrollment during the year. The prorated adjustments under this paragraph will be effective the first pay period of the month following the date of eligibility.
- (G) Effective July 1, 2018 aAll employees will contribute the following toward their elected healthcare plan:
 - (1) For all employees who elect the HDHP, the employee's monthly contribution will beis as follows: Employee Only or Employee + Other (Children/Family/Spouse or Domestic Partner) = twenty dollars (\$20.00).
 - (2) For all employees who elect the Prime-Plus Plan, the employee's monthly contribution will be a s follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = fifty dollars (\$50.00).
 - (3) For all employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = seventy dollars (\$70.00).
 - (4) For employees who complete the annual "Live Well" Health Risk Assessment (<u>LW</u>HRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the COUNTY, the COUNTY will provide a monthly "Live Well" credit of twenty dollars (\$20.00) to the employee's health contribution cost.

(H) Opt Out

- (A) The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical and vision exam insurance coverage through the **COUNTY** plans.
- (B) The monthly amount that an employee would receive is \$350.00 in lieu of medical and vision exam insurance coverage. This amount will be \$175.00 for part-time employees hired on or after January 1, 2018. Effective January 1, 2022, employees hired on or after that date, or those who have not elected opt out by that date, who are already covered under COUNTY insurance through another eligible participant shall not be eligible for the opt-out provision.
- (C) The employee will be required to provide proof of other group coverage at the time of the declination of **COUNTY** medical and vision exam insurance coverage, and is required to have continuous group medical coverage.
- (I) **UNION** agrees to maintain an assertive duty to support further plan design changes as may be necessary to mitigate insurance plan costs.

Section 3 – Retirement Enrollment

The COUNTY agrees to enroll each eligible and qualified employee in the following programs:

(A) The COUNTY agrees to enroll each eligible and qualified employee in the Public Employees

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Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's contribution. The **COUNTY** will contribute pay the employee's required six percent (6%) contribution for eligible employees to the IAP.

(B) The Social Security System (FICA), for enrollment purposes, only.

Section 4 - Retiree Benefits

- (A) The employee's last date of hire in a permanent position with the **COUNTY** will be used to determine eligibility under this Section.
- (B) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (C) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for COUNTY-paid retiree health insurance and may transfer from the active group to the retired group.
- (G) Retired employees eligible for **COUNTY** retiree health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their eligible dependents.
- (H) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension, or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.
- (I) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to Article 16 of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which the employee would otherwise be entitled pursuant to this section.
- (J) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (K) The COUNTY agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible, including reduced benefits, will disqualify the employee from COUNTY-paid benefits and will terminate this option.

Section 5 - Personal Property

Loss or damage to personal property shall be compensated for by the COUNTY, provided that:

- (A) The employee would reasonably be expected to be wearing or carrying the property in question in the performance of the employee's job;
- (B) Such loss or damage occurs during the course of employment and;

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(C) The loss was not the fault of the employee.

(D) This provision does not apply to personal vehicles, jewelry, personal cell phones or similar items.

Section 6 - Employee Assistance Program

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this Agreement. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential unless the Employee Assistance Program has obtained a signed release from the employee.

Section 7 - Fitness Membership

The **COUNTY** shall establish an organizational membership at a local health club / gym so that employees may choose to work out on their personal time in order to maintain or improve their physical fitness. Should the service provider go out of the business or change ownership the **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.

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ARTICLE 16

LAYOFF AND RECALL

Section 1 - Layoff

- (A) Bargaining unit employees with the least seniority within the job classification and series within a department shall be subject to layoff first unless, in the COUNTY's judgment, the retention of special skills requires layoff on another basis. It shall be understood that on a COUNTY-wide basis, initial probationary and temporary employees within the affected classification or any lower classification in the classification series shall be removed from COUNTY employment before a layoff of permanent employees occurs. If approved by the COUNTY, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Should a layoff or elimination of a position occur the employee with the least seniority within the affected classification shall move to a lesser classification in the same series within the same department provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series within the same department.
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2 - Recall

- (A) The order in which recall/transfer takes place shall be as follows:
 - (1) Reassignment of duties within department within same classification.
 - (2) Primary recall (recall by seniority to the same classification or any lower position in the same classification series).
 - (3) Secondary recall (recall to a position other than the classification series from which the employee was laid off).
 - (4) Transfer
 - (5) Promotion
- (B) In order to assure proper recall procedures, Human Resources will:
 - (1) Maintain an up to date recall list by auditing the computer-generated data after each run to assure accuracy.
 - (1)(2) At the time of layoff, the employee will designate how they wish to receive recall notices. The options are: electronic notification via personal email, or certified letter via United States Postal Service (USPS).
 - (2)(3) When a vacancy occurs for which there are primary recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list via their choice of notification method, and if that is by USPS, the notice will go to at the last address on file or their current COUNTY work place. If being sent via USPS, The notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.

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- (3)(4) Human Resources Analysts staff will maintain a file on all recall candidates for secondary recall (recall to a position other than the classification series from which employee was laid off). If there are no primary recall candidates for a vacant position, Human Resources will send all employees eligible for secondary recall a notice including a description of the job and a supplemental questionnaire to be completed and returned within five (5) work days. All those determined to meet minimum qualifications will be referred to the hiring department for interview and selection.
- (4)(5) Unless otherwise provided in this Article, the most senior candidate shall be recalled. If there are no candidates in the same classification as the vacant position, a list of recall candidates who meet the minimum qualifications of the vacant position as provided in subsection 2 (B) (3) above will be given to the hiring authority. Unless otherwise provided in this Article, recall shall be made from this pool of candidates.
- (5)(6) Human Resources will continue notifying all employees on layoff status on the recall list of employment opportunities as provided in Section 3 herein. However, a recall candidate may request to be removed from the list under secondary recall and forfeit any future secondary recall rights. The COUNTY will notify the union of the candidate's request for removal.
- (C) Order of recall preference shall be as follows:
 - (1) Recall to former classification.
 - (2) Recall to lower position in same classification series.
 - (3) Recall to another position at same level or lower salary range. (Recall under this section need not be by strict seniority, but no person not on the recall list may be hired to fill a position other than a position within the Department of Public Safety or the Office of the District Attorney until all employees with recall rights who possess the necessary skills, ability and fitness to perform the requirements of the vacant position have been offered recall.)
 - (4) Employees on layoff status shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff or any below it in the bargaining unit in the same series, provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff. However, an employee shall not be required to accept recall to less than their original hours in order to maintain recall rights, nor shall acceptance of such position negate their recall rights.
 - (5) Compete for positions as per Article 8 of this Agreement.
 - (6) Further, an employee assigned, or reassigned to a different classification at department initiative subsequent to preliminary notification of layoff, or within ninety (90) calendar days of actual layoff, will be eligible for primary recall to either the classification held at the time of layoff or the one from which reassigned. The employee shall indicate at the time of layoff which classification they wish to retain primary recall rights to. While the employee may retain secondary recall rights to another classification (s), their primary recall rights shall only apply to the one classification identified at the time of layoff.
- (D) Employees' responsibilities include:
 - (1) Employees must notify Human Resources of changes in address, phone number or any other change, which would prevent Human Resources from being able to contact the employee

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when a position becomes available (except for those working for the COUNTY).

- (2) Employees must respond within five (5) business days from documented date of receipt of notice of recall.
- (3) Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.
- (4) To give recall candidates the best opportunity for rehire, an undated application and resume should be provided to Human Resources office.
- (E) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.
- (F) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2 (A) of this Article.
- (G) Employees shall not be required to accept recall to a position located more than thirty (30) miles from their previous reporting place or if they can demonstrate to the satisfaction of the **COUNTY** that their health would be adversely affected.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.
- The COUNTY shall furnish the UNION with a current list of all bargaining unit employees on layoff status with recall rights.

Section 3 - Opportunity for Work During Layoff

- (A) It is understood that the COUNTY will offer employment as provided herein to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.
- (B) The **COUNTY** shall offer employment as temporary positions to employees on layoff within the employees' classifications on the basis of seniority as such positions become available. However, if an employee is offered such a temporary position as provided herein and refuses said offer, the employee will only be eligible thereafter for recall as provided in Section 2 herein.
- (C) In the event that no employee accepts an offer of employment, as provided in subsection 3 (B) above, said employment may be offered to other employees, provided said employees possess the necessary skills, ability and fitness to perform the requirements of the available work. The COUNTY shall not be required to offer temporary positions to such employees on the basis of seniority.

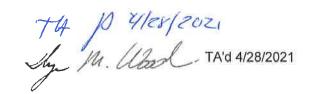
Section 4 - Classification Series

A classification series is a group of classifications with similar duties of increasing complexity and responsibility which comprise the normal promotional progression within an occupation or discipline; for example: Maintenance Specialist 1, Maintenance Specialist 2, Maintenance Specialist 3; or Administrative Technician, Administrative Assistant, Administrative Analyst, Senior Administrative Analyst. The groupings set forth in Appendix D-C shall be considered the classification series.

Section 5 - Protection/Rights During Layoff

(A) The seniority of an employee who has completed probation shall be protected for a period of twenty-four (24) calendar months during layoff, provided that such employee has not been given

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an opportunity to return to work in their same classification. The employee must immediately notify the **COUNTY** of any change in their mailing address. This notice requirement shall not apply to employees working for the **COUNTY** in other positions. Failure to give notice shall result in the employee relinquishing all rights to recall.

- (B) Notwithstanding the twenty-four (24) month limit above, employees in layoff status, still employed by the **COUNTY** shall have recall rights until they are returned to their original hours or greater in their original classification.
- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage at the **COUNTY** rate. The **COUNTY** shall administer all such payments.

Section 6 - Termination for Exhaustion of Non-Occupational Disability Leave

Employees who have been terminated upon exhaustion of non-occupational disability leave benefits provided under Article 11, Section 4, shall be deemed to have been laid off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.

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ARTICLE 18

SOLID WASTE MANAGEMENT FEE COLLECTORS

The following shall apply to employees classified as Waste Management Fee Collector and Senior Waste Management Fee Collector:

Section 1 - Safeguarding Cash Change Funds

Employees are responsible for safeguarding the cash change fund, cash fee receipts and other **COUNTY** property entrusted to their care and necessary for the performance of their job. However, in the event of loss or damage beyond the control of the employee or not contributed to by their negligence, the employee shall not be held personally liable.

Section 2 - Assignments During Audits

To allow for periodic audits the **COUNTY** may make changes in an employee's work location without giving ten (10) days' notice up to twice per calendar year provided that the employee suffers no loss in compensation and is paid mileage to the temporary work site in excess of the employee's normal commuting mileage. Additional commuting time shall be included in the regular work schedule for the first day of reporting to the new work location. Thereafter, during the duration of the temporary assignment (not to exceed one (1) calendar week) the employee shall be compensated for additional commuting time at the appropriate regular or overtime rate of pay.

Section 3 - Holidays

On holidays, including designated holidays, when the site is not closed, the employee shall have the option of receiving holiday pay pursuant to the relevant terms of the Agreement or of receiving pay for working on the holiday and receiving appropriate compensatory time off as compensation for the holiday. On holidays when the site is closed on a day the employee otherwise would work, the employee shall receive holiday pay for the amount of time the employee would normally have worked.

Section 4 - Overtime

Employees may be scheduled to work up to ten (10) hours per day, but not more than forty (40) hours per week, without the **COUNTY** incurring liability for overtime compensation. Part-time employees who desire additional hours and who notify the supervisor of the locations and times they are available for work shall be given the first consideration for additional hours at their regular site or to substitute at other sites provided that the need for coverage is known to the supervisor (or designee) at least twenty-four (24) hours in advance and further provided that the employee is qualified to perform the duties required in the new assignment. This provision shall not require the **COUNTY** to provide overtime hours and the additional work assignments under this provision shall not entitle the employee to eligibility for additional benefits. This provision shall not obligate the **COUNTY** to make fractional work assignments, i.e., multiple small work assignments to make up one longer work requirement. Assignments of extra hours under this provision are voluntary and shall not require a ten (10) day notice of schedule change. The **COUNTY** shall retain the final decision in work assignments and work schedules.

Section 5 - Requests for Reassignment

Non-probationary employees who have more than six (6) months of service shall have the opportunity to file a written request for reassignment with the supervisor. As vacancies occur, such employees who have submitted requests relevant to a vacancy and who are qualified to perform the duties required in the

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position will be interviewed. If three (3) or more employees have requested and are qualified for the reassignment, selection shall be made from these employees. If fewer than three (3) employees have requested and are qualified for the reassignment, the **COUNTY** shall consider the employees requesting reassignment but may elect to post the position for employment applications.

<u>Section 6 – Transfer from a 520 Position to a 1040 Position</u>

- (A) Employees hired as non-represented 520 Waste Management Fee Collectors who later transfer into a represented 1040 Waste Management Fee Collector position will be paid Holidays and Time Management retroactively to either the first date the employee worked in the fiscal year prior to the transfer; or their original hire date in the current fiscal year, whichever is earlier.
- (B) Retroactive Holiday pay will be calculated at 0.115385 for each regular hour worked back to the date determined in paragraph (A) of this section and paid in a lump sum in the first full pay period following the transfer to the 1040 position. Time Management will be prorated based on the regular hours worked retroactively to the date determined in paragraph (A) of this section.
- (C) Such employees will pay AFSCME membership dues retroactively one (1) month prior to transfer to a 1040 position.
- (D) Employees will begin a six (6) month probationary period based on the date determined in paragraph (A) of this section.
- (E) Employees will be eligible for step increases in accordance with this Agreement from the date determined in paragraph (A) of this section.
- (F) Seniority and Benefit Service dates for Time Management accrual will be July 1st of the fiscal year or hire date, whichever is later.
- (G) Any Oregon Sick Leave accrued as a 520 employee that has not been taken prior to the transfer to the 1040 position will be paid out to the employee the first full pay period following the transfer to the 1040 position. Any sick leave that was taken in the time period between the dates determined in paragraph (A) of this section and the transfer to the 1040 position will be deducted from the retroactive Time Management accrual.
- (H) Employees will be eligible to take Time Management at the end of their six (6) month probationary period as determined in paragraph (D) of this section. Employees will be able to take Time Management for illness or emergent situations prior to the six (6) month period.

Section 7 - Mileage Reimbursement

- (A) The County will reimburse Fee Collectors mileage to and from their Home of Record (HOR) and the requested work site when asked to work on their regularly scheduled day off.
- (B) When provided mileage reimbursement, Fee Collectors will be reimbursed private automobile mileage equal to the IRS authorized rate pursuant to Lane Manual 2.63.
- (C) Fee Collectors will not be on paid County time during their travel to or from their HOR and the requested work site. The parties understand that the travel time is not considered compensable time under the Fair Labor Standards Act (FLSA) or Oregon wage and hour law.

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- (D) The parties agree to use Google Maps to determine the calculation of miles for reimbursement purposes from the HOR to the requested work site. Mileage for all Fee Collector reimbursements will be rounded up to the nearest half (.5) mile.
- (E) If a Fee Collector is asked to work at an alternate site on a scheduled work day, they will be reimbursed mileage round trip from their HOR or normally scheduled work site, whichever is shorter.
- (F) If required to make a deposit at a bank, Fee Collectors will be reimbursed mileage from their work site to the agreed upon bank. The Fee Collectors' shift and reimbursable mileage ends at the bank.
- (G) If asked to bring in paperwork, Fee Collectors will be reimbursed mileage from their HOR to the location the paperwork was delivered. In addition, Fee Collectors will receive a minimum of one (1) hour pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater.
- (H) On mandatory training days, Fee Collectors will be reimbursed mileage from their HOR to the training location, round trip and compensated at the applicable straight or overtime rate for actual hours attending training.

Syn M. Wash TA'd 11/17/2021

AFSCME Agree 2017-20202021

ARTICLE 19

JOINT LABOR/ MANAGEMENT CLASSIFICATION COMMITTEE

Section 1 – Composition, Meetings and Scope

- (A) The parties shall each designate no more than three (3) representatives to serve on the Joint Labor/Management Classification Committee (JLMCC).
- (B) Normally, the JLMCC shall meet monthly. However, by consensus of its members, the JLMCC may decrease the frequency of its meetings or cancel forthcoming meetings.
- (C) The scope of the JLMCC shall be expressly limited to the following functions:
 - (1) To provide the UNION a medium of input on the impacts of classification reviews or reclassification requests with regards to seniority, layoff and recall and internal equity. It is expressly stipulated that the means and process by which any classification review or reclassification request is conducted shall be solely determined by Human Resources Department.
 - (2) To provide the UNION a medium by which it can obligate the COUNTY to conduct a formal classification review for a total of no more than six (6) such classification reviews in each fiscal year. The COUNTY shall be obligated to complete a formal review and respond to such a request prior to the adoption of a budget for the subsequent year only for those requests that are submitted on or before October 1.
 - (3) To provide the primary medium by which the **UNION** shall be apprised of classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION**.
- (D) Minutes shall be kept of all JLMCC meetings, which shall include the parties who attend, time and place of the meeting and a summary of action taken and/or the discussion of the meeting. Minutes shall be reviewed and approved at each subsequent meeting.
- (E) JLMCC shall be expressly prohibited from the following:
 - Negotiating wage ranges, wages or application dates for same. Subject to the limitations therein, such matters shall be only be addressed through the procedures provided in Article 10, Section 3 of this Agreement.
 - (2) All other matters not expressly authorized in section (1) (C) herein.

Section 2 – Notice to the UNION and Opportunity to Inquire

- (A) When apprising the **UNION** of classification reviews or reclassification requests as provided in Section (1) (C) (3) herein, such information shall consist of any or all of the following:
 - (1) Requests for classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the UNION that may have been submitted by authorized department representatives or by Human Resources staff.
 - (2) Requests of reclassification requests that could reasonably involve incumbent employees who are represented by the UNION that may have been submitted by bargaining unit members.

Shy M. Class TA'd 11/17/2021 County to Union Package Supposal 11/17/2021 3:34pm

AFSCME Agreement

- (3) Periodic progress reports as to the status of requests or projects that have been subject to review.
- (B) Normally, such information shall be provided as a regular business item in each meeting of the JLMCC.
- (C) The **UNION** shall avail its participation in the JLMCC, to make timely and reasonable inquiries, normally during the next two (2) following JLMCC meetings regarding the herein referenced classification reviews or reclassification requests. In the event the **UNION** makes no inquiry, the **UNION** shall thereafter be foreclosed from making any such inquiries or requests for information.

Section 3 - Notice from the UNION to the COUNTY

- (A) In the event the **UNION** seeks to require the **COUNTY** to conduct a formal review as provided in Section (1) (C) (2) herein, the **UNION** shall:
 - (1) Notify **COUNTY**'s Human Resources Director and Human Resources Services of its intent to have a classification subject to such a review.
 - (2) Identify the classification and the bargaining unit incumbents in said classification.
 - (3) State the reason(s) why the **UNION** has identified said classification for the review process.
- (B) Each classification identified as provided in Section (3) (A) (2) herein shall be considered a separate review for purposes of interpreting the **COUNTY**'s obligation under Section (1) (C) (2).

Section 4 - Effect of JLMCC Review

Nothing in this Article shall be interpreted or implied to compel the **COUNTY** to approve any classification or modification thereof /reclassification subject to review by the JLMCC.

AFSCME Agreement 2017-20202021-2024

ARTICLE 20

TERMINATION

Section 1 - Duration

Unless specifically noted within this contract this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, 20202024, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 20202024_or if no such notice is given at such time, before June 30 of any subsequent anniversary.

Section 2 - Notice

If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the Agreement, except by mutual consent.

Section 3 - Force of Agreement

During the period of negotiations, this Agreement shall remain in full force and effect.

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2021

AFSCME Agreement 2017–2020

APPENDIX CB

Flex-Staffed Classification Series

Accounting Clerk 1
Accounting Clerk 2

Community Services Worker 1 Community Services Worker 2

Employment Specialist 1 Employment Specialist 2

Environmental Health Specialist 1 Environmental Health Specialist 2

Juvenile Counselor 1 Juvenile Counselor 2

Legal Secretary 1 Legal Secretary 2

Maintenance Specialist 1 Maintenance Specialist 2

Mental Health Specialist 1 Mental Health Specialist 2

Office Assistant 1
Office Assistant 2

Property Appraiser 1 Property Appraiser 2

Property Management Officer 1
Property Management Officer 2

Secretary 1 Secretary 2 Shy M. Class TA'd 11/17/2021

12021

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APPENDIX DC Classification Series

Administrative Secretary

Paralegal*

Sr. Document Resource Center Specialist*

Secretary 2 - Legal Secretary 2* Senior Office Assistant

Legal Secretary 1*

Secretary 1 - Office Assistant 2 - Data Entry Operator - Document Resource Center Specialist* - Mail

Clerk

Office Assistant 1

Clerical Assistant

Administrative Secretary

Senior Office Assistant

Office Assistant 2 - Data Entry Operator* - Mail Clerk

Office Assistant 1

Clerical Assistant

Senior Justice Court Clerk

Justice Court Clerk

Office Assistant 2 - Data Entry Operator* - Mail Clerk

Office Assistant 1

Clerical Assistant

Assessment & Taxation Specialist

Office Assistant 2

Office Assistant 1

Accountant

Accounting Analyst

Senior Payroll Specialist

Payroll Specialist

Senior Accounting Clerk

Accounting Clerk 2

Accounting Clerk 1

Waste Management Fee Collector

Senior Mental Health Specialist

Mental Health Specialist 2

Mental Health Specialist 1

Mental Health Associate

Community Service Worker 2

Community Service Worker 1

Developmental Disabilities Specialist

Mental Health Associate

Community Service Worker 2

Community Service Worker 1

Senior Administrative Analyst

Administrative Analyst

Administrative Assistant

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APPENDIX DC Classification Series – Continued

Senior Stores Clerk Stores Clerk

System/Network Architect Senior Network Administrator Information Technology Specialist 2 Information Technology Specialist 1

Applications System Architect Sr. Programmer and Systems Analyst Programmer Analyst 2 Programmer Analyst 1

Data System Architect Sr. Data-<u>b</u>Base Administrator Data-<u>b</u>Base Administrator Programmer Analyst 1

Sr. Information Services Project Manager Information Services Project Manager TS Business Analyst

System/Network Architect Sr. System Administrator Information Technology Specialist 2 Information Technology Specialist 1

Senior Planner Associate Planner Planner Land Management Technician

Senior Plans Examiner Plans Examiner 2 Plans Examiner 1 Land Management Technician

Senior Building Safety Specialist Building Safety Specialist 2 Building Safety Specialist 1 Land Management Technician

Senior Sales Data Analyst Property Appraiser 4 Sales Data Analyst Property Appraiser 3 Property Appraiser 2 Property Appraiser 1 Property Appraiser Trainee

Shy Mr. Class TA'd 11/17/2021 AFSCME Agreement 2017-2020

APPENDIX <u>DC</u> <u>Classification Series – Continued</u>

Senior Program Services Coordinator Program Services Coordinator 2 Program Services Coordinator 1 Community Service Worker 2 Community Service Worker 1

Employment Specialist 2
Employment Specialist 1
Community Service Worker 2
Community Service Worker 1

Senior Waste Management Fee Collector Waste Management Fee Collector

Special Waste Specialist Special Waste Technician

Cartographer/GIS Specialist Cartographer/GIS Technician

Senior Animal Welfare Officer Animal Welfare Officer Kennel Attendant

Custodian-Detention Custodian

Lead Juvenile Cook Juvenile Cook

Maintenance Specialist 3 Maintenance Specialist 2 Maintenance Specialist 1

Environmental Health Specialist 2 Environmental Health Specialist 1

Victim Advocate Community Service Worker 2 Community Service Worker 1

Youth Advocacy Coordinator Community Service Worker 2 Community Service Worker 1

Assistant Veteran Services Coordinator Community Service Worker 2 Community Service Worker 1 Shy M. Wash TA'd 11/17/2021 County to Union Package Supposal 11/17/2021 3:34pm

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APPENDIX DC Classification Series – Continued

Volunteer and Community Outreach Coordinator Community Service Worker 2 Community Service Worker 1

Mental Health Specialist 2
MHO Care Coordination Specialist
Mental Health Specialist 2
Mental Health Specialist 1
Community Service Worker 2
Community Service Worker 1

Senior Juvenile Counselor Juvenile Counselor 2 Juvenile Counselor 1

Senior Juvenile Justice Specialist Juvenile Justice Specialist

Compliance Officer Compliance Specialist Land Management Technician

Lane Events Center Maintenance Specialist Lane Events Center Maintenance Worker

Senior Operations Events Worker Operations Events Worker

Senior Community Health Analyst Community Health Analyst 2 Community Health Analyst 1

Nutritionist/Dietician WIC WIC Certifier

Community Service Worker, Sr Community Service Worker 2 Community Service Worker 1

^{*}Employees bumping to any of the classifications noted with an asterisk (*) must meet the minimum qualifications.

Sy M. Uland TA'd 11/17/2021 TH MILITARY AFSCME Agreement 2017-2020

APPENDIX ED

Bilingual Classifications

Accounting Clerk 1 & 2 - Bilingual Accounting Clerk, Sr - Bilingual Community Health Analyst 1 & 2 - Bilingual Community Service Worker 1 & 2 - Bilingual Correctional Services Technician - Bilingual Developmental Disabilities Specialist - Bilingual Employment Specialist 1 & 2 - Bilingual Environmental Health Specialist 2 - Bilingual Juvenile Counselor 1 & 2 - Bilingual Juvenile Justice Specialist - Bilingual Legal Secretary 1 - Bilingual Land Management Technician — Bilingual Mental Health Associate - Bilingual Mental Health Specialist 1 & 2 - Bilingual Office Assistant 1 & 2 - Bilingual Program Services Coordinator 1 & 2 - Bilingual Public Health Educator – Bilingual Senior Community Health Analyst – Bilingual Senior Office Assistant - Bilingual Senior Program Services Coordinator - Bilingual Victim Advocate – Bilingual WIC Certifier - Bilingual Youth Advocacy Coordinator - Bilingual

Shy M. Class TA'd 11/17/2021 County to Union Package Supposal 11/17/2021 3:34pm

MEMORANDUM OF UNDERSTANDING

TITLE MOU AFG-XX-XX, AFN-XX-XX

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit and Nurses Unit, hereinafter referred to as UNION, for the purposes of mid-term bargaining related to the Oregon Paid Family Medical Leave Insurance (OPFMLI) program.

It is hereby agreed that:

- The COUNTY and UNION agree to reopen for negotiation Articles 9 HOURS OF WORK
 <u>AND OVERTIME, 10 WAGES &</u> 11 LEAVE TIME AND HOLIDAYS, under the following
 conditions:
 - a. If either side serves written notice to commence negotiations to modify provisions under Articles 9, 10 & 11 at least ninety (90) days prior to the expiration of this contract:
 - b. The reopened provisions under Articles 9, 10 & 11 LEAVE TIME AND HOLIDAYS will be limited in scope to bargaining the impacts, if any, of the OPFMLI program (ORS Chapter 657B) on the County's Non-Occupational Disability Leave (Article 11, Section 5) and Time Management (Article 11, Section 2) programs;
 - The impact bargaining will ensure the reopened provisions of the parties' Collective Bargaining Agreement are in compliance with the paid leave benefits under the OPFMLI program;
 - d. The parties agree that no other portions of the collective bargaining agreement will be reopened or negotiated other than the Article identified above and for the specific purpose identified above.
- 2. The parties agree to engage in collective bargaining regarding OPFMLI in accordance with bargaining obligations under Oregon's PECBA labor law.
- 3. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY or UNION to continue the arrangement.
- 4. This agreement shall be effective following signatures of both parties.

For the UNION:

For the COUNTY:



Shy M. Class TA'd 11/17/2021

LANE COUNTY B00X Established XX/XX/XX

COMMUNITY SERVICE WORKER, SENIOR

CLASS SUMMARY: To provide a variety of services to individuals and the community and to assist departments in accomplishing their missions; and to perform related duties as assigned. This classification provides coordination and oversight to ensure all operational duties are covered. The classification facilitates staff communication with each other and the supervisor, acts as a point of contact for individuals and communities, maintains records, and ensures compliance with policies, procedures, and ethical guidelines. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

CLASS CHARACTERISTICS: This is an advanced/journey level class within the CSW series. This classification is distinguished from other classes within the series by the advanced level of knowledge and experience, independent judgment and types of duties assigned, and decision-making required. Employees at this level are given the assignment and determine how best to complete it and they are fully trained in all procedures. Positions at this level are distinguished from other classes within the series by being assigned responsibility for exercising lead or technical/functional supervisory responsibilities over other staff and by assuming increased responsibilities for direct service work in the community. This position will work independently with broad guidelines and may assist with training and mentoring programs for newer or journey level staff.

<u>SUPERVISION RECEIVED AND EXERCISED:</u> Receives general direction from assigned management personnel. May exercise technical and functional supervision over designated staff.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

- 1. Provides assistance to members of the community who use the services provided by Lane County.
- 2. Perform the technical work of service delivery
- 3. Trains, monitors and evaluates the work of volunteers, extra-help and interns.
- 4. May assign work and/or act as a team lead.
- 5. Provide support to professional positions such as nurses, librarians, social workers, employment specialists and others.
- 6. Administers selected psychometric and vocational tests.
- 7. Organizes, promotes, and leads special aspects of a program or service.
- 8. Conducts interviews with patients, clients and the general public to determine eligibility for programs.

Sy M. Class TA 1/2 por

9.	Maintains and updates confidential records and performs other record-keeping as
	necessary.

- 10. Verifies accuracy of information gathered by other staff and ensures complete and accurate records.
- 11. Writes reports.
- Provides assistance in orienting the public and individuals to services and programs being delivered.
- 13. Travels to community locations to provide services to individuals and areas of the community which do not have regular access to the service.
- 14. Assembles and tabulates data gathered and generated by other staff members.
- Works as a lead for a program or function of a community service effort.
- 16. Identifies, enlists, coordinates and schedules volunteer efforts assisting with community service.
- Leads, delivers, and coordinates the delivery of materials and services to the population being served, other departments and other governmental entities.
- 18. Assists in educating the community regarding services, programs and their goals.
- 19. Coordinates programmatic activities with those of partner organization to advance cross cutting strategic goals.
- 20. Promotes the use of evidence based strategies to improve population health by providing supporting partner organizations through activities such as training, and tech assistance.
- 21. Provides navigation support to community members in accessing available services and programs.

Knowledge of (position requirements at entry):

- Community resources, services and programs provided.
- Modern office procedures, methods and computer equipment.
- Human relations and the procedures used in dealing with the public as part of a service or program.
- Practices of delivering a service or program to the public and to special populations.
- · Vocational testing systems.
- Volunteer resources and the practices associated with using volunteers.
- Teamwork concepts and communication techniques, including conflict resolution.
- Basic principles of supervision, training and work coordination.
- Operations, functions, policies and procedures associated with the department or program area.
- Procedures and resources available to handle new, unusual or different situations.

LANE COUNTY
Community Service Worker, Sr (Continued)

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TA'd 11/17/2021

Ability to (position requirements at entry):

- Assist professional level positions in the technical aspects of the work.
- Work with the public and deliver a service or program.
- Convey the purposes and services of a program to the user population.
- Deal with unusual situations and identify those situations when a supervisor is needed.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Identify, enlist and coordinate the use of volunteers.
- Coordinate and organize a special aspect or function of a service or program.
- Identify community resources and use them to better the service or program.
- Advise, train and oversee staff, extra help, volunteers, and interns.
- Lead a special aspect or function of a service or program.

Training and Experience (positions in this class typically require):

Bachelor's degree from an accredited college or university. Three years of experience engaging with community members, collaboration with community agencies. An equivalent combination of experience and training that will demonstrate the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

May be required to obtain a valid Oregon driver's license.

Some positions may require special certification(s).

NOTE: This position is represented by AFSCME Local 2831.

Classification History: Established XX/XX/XX by B.O. # XXXXXX

FLSA Status: Non-Exempt



Syn M. Class TA'd 11/17/2021 LANE COUNTY
*B075
Established 12/15/09
Updated 12/02/14
Updated 12/14/16
Updated 3/15/2021

COMMUNITY HEALTH ANALYST 1

<u>CLASS SUMMARY</u>: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify specific diseases, injuries, or other adverse health events by implementing and evaluating local public health programs and data that effect change at the individual, interpersonal, organizational, and community levels; and by establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

<u>CLASS CHARACTERISTICS:</u> This is the entry level in the professional Community Health Analyst series. This class is responsible to apply critical thinking and statistical reasoning to identify, analyze, and address community health problems; to implement and evaluate public health programs; to collaborate with community partners to promote community health; and to perform related duties as assigned.

Employees within this classification are distinguished from the Community Health Analyst 2 in that the latter is assigned to address multiple or more complex public health issues and prevention programs. Community Health Analyst 2's are also distinguished from the Community Health Analyst 1 by the level of skill and responsibility for analytical assessment, policy development, planning, evaluation, communication, and program management, fiscal accountability; and level of education and experience.

This class is distinguished from the Senior Community Health Analyst in that the latter has full responsibility for research in specific fields including acute and chronic disease, maternal child health, disease clusters, trend analysis, and geographic distribution of disease; the variety and complexity of public health policy development, program, planning, implementation, and evaluation; and the advanced level of knowledge and experience, independence, and decision making authority required.

SUPERVISION RECEIVED: Receives direction from assigned management personnel.

<u>TYPICAL CLASS ESSENTIAL DUTIES</u>: (These duties are a representative sample; position assignments may vary.)

Monitoring community health status and identifying community health problems; 1. sharing relevant information with partners inside and outside of public health. Assisting in conducting epidemiologic investigations of specific diseases, injuries, or 2. other adverse health events using relevant qualitative and quantitative data and information. LANE COUNTY Community Health Analyst 1 (Continued) Participating in quantitative and qualitative data collection, analysis, interpretation 3. summary, and presentation using specific software pertaining to Public Health. Assisting in selecting and employing appropriate methods for the design, 4. implementation and evaluation of public health programs and interventions that address population-based health issues. Implementing specified public health programs that effect change at the individual, 5.. interpersonal, organizational, and community levels. Using defined criteria to monitor and evaluate public health programs for 6. effectiveness and quality performance. Collaborating with community partners, diverse populations, and key stakeholders to 7. address specific issues. Assisting in the development and refinement of community health assessments. 8. Assisting in the development, implementation, and monitoring of program and organizational performance standards. 9. Conducting literature reviews related to issues relevant to specific public health issues or programs. 10. Assisting in identifying and writing proposals in response to grant opportunities; and

preparing accurate and timely program reports for granting organizations, agencies,

11

and government bodies.

Knowledge of (position requirements at entry):

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- Public health sciences including: epidemiology and biostatistics, behavioral and social sciences, program planning and evaluation, environmental public health, and prevention of chronic and infectious diseases and injuries.
- Data collection processes and the ethical and legal principles pertaining to the collection, maintenance, use, and dissemination of data and information.
- Application of the public health ecological framework to assessing and addressing the health status of populations, determinants of health and illness, and factors contributing to health promotion and disease prevention.
- Strategies for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic, and professional backgrounds, and persons of all ages and lifestyle preferences.
- Community dimensions of public health practice including strategies to accomplish effective community engagements.
- Specialized data bases and statistical software.
- Strategic planning, public health essential services, core functions, and core competencies.

LANE COUNTY Community Health Analyst 1 (Continued)

Skills in (position requirements at entry):

- Use established scientific and technical methods and practices to identify community health conditions.
- Collaborate with internal and external partners to promote the health of the community.
 Communicate effectively in writing and orally; prepare written and oral reports and presentations.
- Listen to others in an unbiased manner, respecting other points of view, and promoting the expression of diverse opinions and perspectives.
- Develop and adapt approaches to problems that take into account cultural differences.
- Utilize office computer programs used in the organization.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for analysis.

Training and Experience (positions in this class typically require):

 Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university. <u>Public Health experience preferred, but</u> not required with a Master's degree.

<u>or:</u>

- A Bachelor's degree with major course work in Public Health, Mental Health, Public Administration, or Public Policy and demonstration of -two years of increasingly responsible experience in
- Public Health experience preferred, but not required with a Master's degree. With a Bachelor's degree that is not related to Public Health, tTwo years must be demonstrated of increasingly responsible experience in Public Health program planning, implementation and evaluation, data collection and analysis, and community mobilization, with Bachelor's degree. An equivalent combination of program relevant

experience and training that demonstrates the required knowledge and abilities is qualifying.

OR

 Demonstration of six years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

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Licensing Requirements (positions in this class may require):

Some positions may require a Certified Prevention Specialist designation within two years of hire.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

Established per Board Order 09-12-15-3

Deminimis change to Training and Experience section. 03/15/2021

FLSA Status: Exempt



LANE COUNTY
B075B
Established 9/17/2020
Updated 03/15/2021

COMMUNITY HEALTH ANALYST 1 - Bilingual

CLASS SUMMARY: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify specific diseases, injuries, or other adverse health events by implementing and evaluating local public health programs and data that effect change at the individual, interpersonal, organizational, and community levels; and by establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

CLASS CHARACTERISTICS: This is the entry level in the professional Community Health Analyst series. This class is responsible to apply critical thinking and statistical reasoning to identify, analyze, and address community health problems; to implement and evaluate public health programs; to collaborate with community partners to promote community health; and to perform related duties as assigned.

Employees within this classification are distinguished from the Community Health Analyst 2 in that the latter is assigned to address multiple or more complex public health issues and prevention programs. Community Health Analyst 2's are also distinguished from the Community Health Analyst 1 by the level of skill and responsibility for analytical assessment, policy development, planning, evaluation, communication, and program management, fiscal accountability; and level of education and experience.

This class is distinguished from the Senior Community Health Analyst in that the latter has full responsibility for research in specific fields including acute and chronic disease, maternal child health, disease clusters, trend analysis, and geographic distribution of disease; the variety and complexity of public health policy development, program, planning, implementation, and evaluation; and the advanced level of knowledge and experience, independence, and decisionmaking authority required.

SUPERVISION RECEIVED: Receives direction from assigned management personnel.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

- 1. Monitoring community health status and identifying community health problems; sharing relevant information with partners inside and outside of public health.
- 2. Assisting in conducting epidemiologic investigations of specific diseases, injuries, or other adverse health events using relevant qualitative and quantitative data and information.

3.

5.

Community Health Analyst 1- Bilingual (Continued)

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	Participating in quantitative and qualitative data collection, analysis, interpretation,
4.	summary, and presentation using specific software pertaining to Public Health.

Assisting in selecting and employing appropriate methods for the design, implementation and evaluation of public health programs and interventions that address population-based health issues.

- Implementing specified public health programs that effect change at the individual, interpersonal, organizational, and community levels.
- Using defined criteria to monitor and evaluate public health programs for effectiveness and quality performance.
- 8. Collaborating with community partners, diverse populations, and key stakeholders to address specific issues.
- 9. Assisting in the development and refinement of community health assessments.
- Assisting in the development, implementation, and monitoring of program and organizational performance standards.
- Conducting literature reviews related to issues relevant to specific public health issues or programs.

Assisting in identifying and writing proposals in response to grant opportunities; and preparing accurate and timely program reports for granting organizations, agencies, and government bodies.

Knowledge of (position requirements at entry):

- Public health sciences including: epidemiology and biostatistics, behavioral and social sciences, program planning and evaluation, environmental public health, and prevention of chronic and infectious diseases and injuries.
- Data collection processes and the ethical and legal principles pertaining to the collection, maintenance, use, and dissemination of data and information.
- Application of the public health ecological framework to assessing and addressing the health status of populations, determinants of health and illness, and factors contributing to health promotion and disease prevention.
- Strategies for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic, and professional backgrounds, and persons of all ages and lifestyle preferences.
- Community dimensions of public health practice including strategies to accomplish effective community engagements.
- Specialized data bases and statistical software.
- Strategic planning, public health essential services, core functions, and core competencies.

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Skills in (position requirements at entry)

- Use established scientific and technical methods and practices to identify community health conditions.
- Collaborate with internal and external partners to promote the health of the community. Communicate effectively in writing and orally; prepare written and oral reports and presentations.
- Listen to others in an unbiased manner, respecting other points of view, and promoting the expression of diverse opinions and perspectives.
- Develop and adapt approaches to problems that take into account cultural differences.
- Utilize office computer programs used in the organization.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for analysis.

<u>Training and Experience</u> (positions in this class typically require):

 Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university. <u>Public Health experience</u> <u>preferred</u>, but not required with a Master's degree.

<u>OR</u>

- Bachelor's degree with major course work in Public Health, Mental Health, Public Administration, or Public Policy and demonstration of two years of increasingly responsible experience in -
- Public Health experience preferred but not required with Master's degree. Two-years of increasingly responsible experience in Public Health program planning, implementation and evaluation, data collection and analysis, and community mobilization-with Bachelor's degree. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

OR

Demonstration of six years of increasingly responsible experience in Public
 Health program planning, implementation and evaluation. An equivalent
 combination of program relevant experience and training that demonstrates the
 required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Some positions may require a Certified Prevention Specialist designation within two years of hire.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

FLSA Status: Exempt Updated 03/15/2021

LANE COUNTY

County to Union Package Supposal 11/17/2021 3:34pm

Community Health Analyst 1- Bilingual (Continued)

BILINGUAL "B"

Bilingual designation is an adjunct classification.

Language - Spanish

DEFINITION:

To assist in providing bilingual communication with Limited English Proficient (LEP) persons. Individuals in these classifications do more than self-identify; they have successfully passed a test demonstrating proficiency in both English and the other language administered by the County. The need for the use of the second language in the performance of job duties in this classification has been identified.

EXAMPLES OF DUTIES:

In addition to the regular knowledge, skills, and abilities required of the employee's main classification, the bilingual duties of this adjunct classification may include, but are not limited to the following:

- Interpreting between English speakers and LEP persons.
- Orally translating documents
- Providing oral assistance
- Providing written assistance, including some written document translation

MINIMUM QUALIFICATIONS:

Knowledge of:

Both languages, demonstrating the ability to convey information in both languages quickly and accurately.

Ability to:

- Communicate clearly and concisely.
- Maintain confidentiality of communications.

EXPERIENCE AND TRAINING:

An equivalent combination of experience and training or demonstrated abilities qualifying the employee or applicant to perform the duties described herein. These skills and abilities may be acquired in various ways; i.e., education and/or bilingual or bicultural experiences.



Shy Mr. Class TA'd 11/17/2021 LANE COUNTY
*B077
Established 12/15/09
Updated 12/2/14
Updated 12/14/16
Updated 03/15/2021

SENIOR COMMUNITY HEALTH ANALYST

CLASS SUMMARY: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify diseases, injuries or other adverse health events, and interventions, programs, or policies to promote and protect public health; by planning, implementing, and evaluating local public health programs, policies and data that effect change at the individual, interpersonal, organizational, and community levels; and by fostering collaboration, and establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

CLASS CHARACTERISTICS: This is the advanced journey level in the professional Community Health Analyst series. Employees in this classification have full responsibility for advanced analytic work in the surveillance and detection, research, and prevention of disease. Employees in this classification use advanced applied epidemiologic methods to investigate public health issues including acute and chronic disease, maternal and child health, disease clusters, and trend analysis; and apply public health sciences and research when planning, implementing, and evaluating public health programs, policies, and interventions. This classification is distinguished from other classes within the series by the advanced level of knowledge and experience, independent judgment, and decision-making required; the complexity and multiplicity of public health issues and efforts addressed; and the level of involvement in the development and analysis of public health policies.

<u>SUPERVISION RECEIVED:</u> Receives general direction from assigned management personnel. May exercise functional or technical supervision.

<u>TYPICAL CLASS ESSENTIAL DUTIES</u>: (These duties are a representative sample; position assignments may vary.)

- 1. Designing, conducting, and leading public health investigations and epidemiologic studies of acute and chronic conditions or other adverse outcomes in the population. Performing specialized data analysis using specified software.
- 2. Preparing, interpreting, and communicating descriptive statistics using advanced computer skills in assigned office software/technology.
- Assuring adherence to the public health code of ethics in the collection, management, dissemination, and use of data.
 - 4. Leading public health programs and community public health planning efforts using research and current knowledge of the causes of disease and determinants of health. Evaluating public health investigations and epidemiologic studies, programs, and planning efforts by developing and utilizing measurable and relevant goals and

objectives, logic models, and evidence-based theories of action.

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5. Fostering collaboration, strong partnerships, and team building to assure stakeholder input, define community health issues, define/interpret data, develop recommendations, and identify risks and benefits to the community.

Developing and presenting budgets, maintaining programs within budget constraints, applying budget processes, and developing strategies for determining budget priorities.

7. Leading team efforts to identify potential funding sources and preparing effective proposals for funding from external sources.

Knowledge of (position requirements at entry):

MINIMUM QUALIFICATIONS, IN ADDITION TO ALL REQUIRED FOR COMMUNITY HEALTH ANALYST 1 & 2:

- Designing, conducting, evaluating, analyzing, interpreting, and presenting ethical and valid data from surveillance, investigations, and epidemiologic studies of community health problems while assuring community input and participation, and providing information regarding risks and benefits to the community.
- Policy development and implementation, including the health, fiscal, administrative, legal, social, and political implications; outcome and feasibility options; decision analysis; and plan development.
- The role of cultural, social, and behavioral factors in understanding the health status of
 populations and potential determinants of health and illness, in adapting health
 promotion and disease prevention, and the delivery of any other public health services.
- Public Health Essential Services, core functions, core competencies for Public Health Professionals, Public Health accreditation opportunities and issues, and professional and organizational responsibilities related to services, functions, competencies and accreditation. Financial planning; budget development and management; and cost effectiveness, cost-benefit, and cost-utility analysis.
- Principles, practice, application and value of effective public health strategic planning.

Skills in (position requirements at entry):

- Design, conduct, and lead health investigations and epidemiologic studies.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for decision-making.
- Articulate the health, fiscal, administrative, legal, social, and political implications of community health issues, programs, and policies.
- Write clear and concise policy statements based on the collection and interpretation of relevant information; determine feasibility and expected outcomes of policies; determine appropriate courses of action, and develop plans to implement policy, including goals, outcomes, process objectives, and implementation steps.
- Identify, interpret, and implement applicable health laws, regulations, and policies.
- Promote a culture of ethical standards and assure that approaches to public health problems are relevant and appropriate for the intended populations.
- Facilitate creation of shared key values, mission, and vision statements and use these
 principles to guide action within the department/programs and within community
 coalitions.

LANE COUNTY Senior Community Health Analyst (Continued) Backage Supposal 11/17/2021 3:34pm

Conduct cost-effectiveness, cost benefit, and cost utility analysis to assure effective /// program efforts and demonstrate program effectiveness.

Monitor public policy and legislation having an impact on community health, and collaborate with legal and political systems to effect change that promotes the health of the population.

- Develop and maintain productive liaison and contacts with citizen boards, commissions, public and private agencies, department programs and County departments.
- Identify potential funding sources and prepare effective proposals for funding from external sources.

Training and Experience (positions in this class typically require):

Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university. Five years of increasingly responsible experience in Public Health program planning, development and evaluation. An equivalent combination of program relevant experience and training that will demonstrate the required knowledge and abilities is qualifying.

Or

A Bachelor's degree with major course work in Public Health, Mental Health, Behavioral Health, Public Administration, or Public Policy and demonstration of seven years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that will demonstrate

the required knowledge and abilities is qualifying.

Or

Demonstration of eleven years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Some positions may require a Certified Prevention Specialist designation within two years of hire.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

Established per Board Order 09-12-15-3

Deminimis change to Training and Experience section. 03/15/2021

FLSA Status: Exempt



Shy M. Class The TA'd 11/17/2021

LANE COUNTY
B077B
Established 12/15/09
Updated 12/02/14
Updated 12/14/16
Updated 03/15/2021

SENIOR COMMUNITY HEALTH ANALYST – Bilingual

<u>CLASS SUMMARY</u>: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify diseases, injuries or other adverse health events, and interventions, programs, or policies to promote and protect public health; by planning, implementing, and evaluating local public health programs, policies and data that effect change at the individual, interpersonal, organizational, and community levels; and by fostering collaboration, and establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

CLASS CHARACTERISTICS: This is the advanced journey level in the professional Community Health Analyst series. Employees in this classification have full responsibility for advanced analytic work in the surveillance and detection, research, and prevention of disease. Employees in this classification use advanced applied epidemiologic methods to investigate public health issues including acute and chronic disease, maternal and child health, disease clusters, and trend analysis; and apply public health sciences and research when planning, implementing, and evaluating public health programs, policies, and interventions. This classification is distinguished from other classes within the series by the advanced level of knowledge and experience, independent judgment, and decision-making required; the complexity and multiplicity of public health issues and efforts addressed; and the level of involvement in the development and analysis of public health policies.

SUPERVISION RECEIVED: Receives administrative direction from assigned management personnel. May provide technical and functional supervision to other employees.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

- Designing, conducting, and leading public health investigations and epidemiologic studies of acute and chronic conditions or other adverse outcomes in the population. Performing specialized data analysis using specified software.
- 2. Preparing, interpreting, and communicating descriptive statistics using advanced computer skills in assigned office software/technology.
- 3. Assuring adherence to the public health code of ethics in the collection, management, dissemination, and use of data.
- Leading public health programs and community public health planning efforts using research and current knowledge of the causes of disease and determinants of health.
- 5. Evaluating public health investigations and epidemiologic studies, programs, and planning efforts by developing and utilizing measurable and relevant goals and

Senior Community Health Analyst - Bilingual (Continued)

Shy Mr. Class TA'd 11/17/202;

objectives, logic models, and evidence-based theories of action.

- 6. Fostering collaboration, strong partnerships, and team building to assure stakeholder input, define community health issues, define/interpret data, develop recommendations, and identify risks and benefits to the community.
- 7. Developing and presenting budgets, maintaining programs within budget constraints, applying budget processes, and developing strategies for determining budget priorities.
- 8. Leading team efforts to identify potential funding sources and preparing effective proposals for funding from external sources.

Knowledge of (position requirements at entry):

- Designing, conducting, evaluating, analyzing, interpreting, and presenting ethical and valid data from surveillance, investigations, and epidemiologic studies of community health problems while assuring community input and participation, and providing information regarding risks and benefits to the community.
- Policy development and implementation, including the health, fiscal, administrative, legal, social, and political implications; outcome and feasibility options; decision analysis; and plan development.
- The role of cultural, social, and behavioral factors in understanding the health status of populations and potential determinants of health and illness, in adapting health promotion and disease prevention, and the delivery of any other public health services.
- Public Health Essential Services, core functions, core competencies for Public Health Professionals, Public Health accreditation opportunities and issues, and professional and organizational responsibilities related to services, functions, competencies and accreditation.
- Financial planning; budget development and management; and cost-effectiveness, cost-benefit, and cost-utility analysis.
- Principles, practice, application and value of effective public health strategic planning.

Skills in (position requirements at entry):

- Design, conduct, and lead health investigations and epidemiologic studies.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for decision-making.
- Articulate the health, fiscal, administrative, legal, social, and political implications of community health issues, programs, and policies.
- Write clear and concise policy statements based on the collection and interpretation of relevant information; determine feasibility and expected outcomes of policies; determine appropriate courses of action, and develop plans to implement policy, including goals, outcomes, process objectives, and implementation steps.
- Identify, interpret, and implement applicable health laws, regulations, and policies.
- Promote a culture of ethical standards and assure that approaches to public health problems are relevant and appropriate for the intended populations.
- Facilitate creation of shared key values, mission, and vision statements and use these
 principles to guide action within the department/programs and within community
 coalitions.

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LANE COUNTY

Senior Community Health Analyst - Bilingual (Continued)

TA Jun M. Class TA'd 11/17/2021

 Conduct cost-effectiveness, cost benefit, and cost utility analysis to assure effective program efforts and demonstrate program effectiveness.

 Monitor public policy and legislation having an impact on community health, and collaborate with legal and political systems to effect change that promotes the health of the population.

• Develop and maintain productive liaison and contacts with citizen boards, commissions, public and private agencies, department programs and County departments.

 Identify potential funding sources and prepare effective proposals for funding from external sources.

Training and Experience (positions in this class typically require):

Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university. Five years of increasingly responsible experience in Public Health program planning, development and evaluation. An equivalent combination of program relevant experience and training that will demonstrate the required knowledge and abilities is qualifying.

<u>OR</u>

A Bachelor's degree with major course work in Public Health, Mental Health, Behavioral health, Public Administration, or Public Policy and demonstration of seven years of increasingly responsible experience in Public Health program planning, implementation, and evaluation. An equivalent combination of program relevant experience and training that will demonstrate the required knowledge and abilities is qualifying.

Five years of increasingly responsible experience in Public Health program planning, development and evaluation. An equivalent combination of experience and training that will demonstrate the required knowledge and abilities is qualifying.

OR

Demonstration of eleven years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Possession of a State of Oregon medical license at the time of appointment. Possession of a Drug Enforcement Agency number at time of appointment. Some positions may require a Certified Prevention Specialist designation within two years of hire.

Senior Community Health Analyst - Bilingual (Continued)

BILINGUAL "B"

Bilingual designation is an adjunct classification.

Language - Spanish

TH 11/17/2021

<u>CLASS SUMMARY:</u> To assist in providing bilingual communication with Limited English Proficient (LEP) persons. Individuals in these classifications do more than self-identify, they have successfully passed a test demonstrating proficiency in both English and the other language administered by the COUNTY. The need for the use of the second language in the performance of job duties in this classification has been identified.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.) In addition to the regular knowledge, skills, and abilities required of the employee's main classification, the bilingual duties of this adjunct classification may include, but are not limited to the following:

- 1. Interpret between English speakers and LEP persons.
- 2. Orally translate documents
- 3. Providing oral assistance.
- 4. Providing written assistance, including some written document translation.

Knowledge of (position requirements at entry):

• Both languages, demonstrating the ability to convey information in both languages quickly and accurately.

Skills in (position requirements at entry):

- □ Communicate clearly and concisely.
- ☐ Maintain confidentiality of communications

<u>Training and Experience</u> (positions in this class typically require):

An equivalent combination of experience and training or demonstrated abilities qualifying the employee or applicant to perform the duties described herein. These skills and abilities may be acquired in various ways; i.e., education and/or bilingual or bicultural experiences.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

FLSA Status: Exempt

Deminimis change to Training and Experience section. 03/15/2021



My M. Class TA'd 11/17/2021 LANE COUNTY *B076 Established 12/15/09 Updated 12/2/14 Updated 12/14/16 Updated 03/15/2021

COMMUNITY HEALTH ANALYST 2

CLASS SUMMARY: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify specific diseases, injuries or other adverse health events, and interventions to promote and protect public health; by planning, implementing, and evaluating local public health programs and data that effect change at the individual, interpersonal, organizational, and community levels; and by fostering collaboration, and establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

CLASS CHARACTERISTICS: This is the full journey level in the professional Community Health Analyst series. Employees within this classification are responsible for carrying out a broad range of investigative and analytical activities related to the surveillance, detection, and prevention of diseases and injuries; and for the planning, implementation, and evaluation of complex public health programs and policies that address differing community public health needs.

This classification is distinguished from the Senior Community Health Analyst in that the latter has full responsibility for advanced research in specific fields including acute and chronic disease, maternal and child health, disease clusters, trend analysis, and geographic distribution of disease; the variety and complexity of public health policy development, program planning, implementation, and evaluation; and the advanced level of knowledge and experience, independence, and decision-making authority required.

SUPERVISION RECEIVED: Receives direction from assigned management personnel. May exercise functional or technical supervision over clerical staff and volunteers.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

- 1. Conducting epidemiologic investigations of specific diseases, injuries, or other adverse health events using relevant qualitative and quantitative data and information; sharing relevant data with community stakeholders using the public health code of ethics.
- 2. Collecting quantitative and qualitative data.
- Performing specialized data analysis using specified software.
- Developing, implementing, and updating community health assessments that identify community health issues, needs, assets, and priorities.

LANE COUNTY Community Health Analyst 2 (Continued)

County to Union Package Supposal 11/17/2021 3:34pm

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- 5. Implementing and enforcing public health laws, regulations, and policies related to specific public health programs.
- 6. Mobilizing and facilitating community coalitions to address public health issues.
- Advocating for public health programs, projects and strategies to improve public's health.
- Preparing, interpreting, and communicating descriptive statistics using advanced computer skills in assigned office software/technology.
- 9. Selecting and employing appropriate methods for the design, implementation and evaluation of public health programs and interventions that address population-based health issues.
- Contributing to the development and administration of program budgets; maintaining programs within budget constraints; and developing strategies for determining budget priorities.
- Participating in the identification of potential funding sources and preparation of effective proposals for funding from external sources.
- Preparing, interpreting, and communicating descriptive statistics using the public health code of ethics in the collection, management, dissemination, and use of data.
- Participating in the development, implementation, and monitoring of program and organizational performance standards.
- Preparing plans, including goals, outcome and process objectives, and implementation steps (may include emergency response plans).
- 15. May assist in budget preparation and cost-effectiveness, cost-benefit, and cost-utility analysis.

Knowledge of (position requirements at entry):

- Public health sciences including: epidemiology and biostatistics, behavioral and social sciences, program planning and evaluation, environmental public health, and prevention of chronic and infectious diseases and injuries.
- Data collection processes and the ethical and legal principles pertaining to the collection, maintenance, use, and dissemination of data and information.
- Application of the public health ecological framework to assessing and addressing the health status of populations, determinants of health and illness, and factors contributing to health promotion and disease prevention.
- Strategies for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic, and professional backgrounds, and persons of all ages and lifestyle preferences.

LANE COUNTY Community Health Analyst 2 (Continued)

County to Union Package Supposal 11/17/2021 3:34pm

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- Community dimensions of public health practice including strategies to accomplish effective community engagements.
- Specialized data bases and statistical software.
- Strategic planning, public health essential services, core functions, and core competencies.
- Strategies for the effective presentation of accurate demographic, statistical, programmatic, and scientific information for professional and lay audiences.
- Use of media, advanced technologies, and community networks to effectively communicate information relevant to the community's health.
- Principles and practices of public health management; program planning, development, evaluation, and fiscal administration.
- Strategic planning processes; public health performance standards, core competencies, and accreditation.
- Community mobilization; community collaboration and partnership promotion, development, facilitation, and maintenance; and the relevance of community linkages, engagement, and input to the assessment and promotion of community health.

Skills in (position requirements at entry):

- Use established scientific and technical methods and practices to identify community health conditions.
- Collaborate with internal and external partners to promote the health of the community.
- Communicate effectively in writing and orally; prepare written and oral reports and presentations.
- Listen to others in an unbiased manner, respecting other points of view, and promoting the expression of diverse opinions and perspectives.
- Develop and adapt approaches to problems that take into account cultural differences.
- Utilize office computer programs used in the organization.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for analysis.
- Identify relevant and appropriate qualitative and quantitative data and information sources; uses and limitations of data; relevant variables; integrity and comparability of data; and application of ethical principles to the collection, maintenance, use, and dissemination of data.
- Effectively utilize public health sciences including epidemiology and biostatistics; behavioral and social sciences; public health program planning and evaluation; environmental public health; and prevention of chronic and infectious diseases and injuries.
- Contribute to the development, implementation, and monitoring of performance standards.
- Use leadership, team building, and conflict resolution skills to maintain linkages with key stakeholders and build community partnerships to promote the health of the population.
- Interact with both diverse individuals and communities to produce or impact an intended public health outcome.
- Advocate for public health programs and resources; describe the role of government in the delivery of community health services; and identify individual and organizational responsibilities within the context of the Essential Public Health Services and core functions.
- Identify the role of cultural, social, and behavioral factors in determining the delivery of public health services and the health of communities; develop and adapt approaches to problems that take into account cultural differences.

LANE COUNTY Community Health Analyst 2 (Continued)

County to Union Package Supposal 11/17/2021 3:34pm

TA'd 11/17/2021

• Foster and facilitate collaboration with internal and external groups to ensure participation of key stakeholders.

Ability to (continued):

Identify and implement public health population-based strategies.

Implement identified public health laws, regulations, and policies.

Training and Experience (positions in this class typically require):

Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university and three years of demonstrated increasingly responsible experience in Public Health program planning, implementation and evaluation.

<u>OR</u>

A Bachelor's degree with major course work in Public Health, Mental Health, Behavioral Health, Public Administration, or Public Policy and demonstration of five years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

<u>OR</u>

Demonstration of nine years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Three years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Some positions may require a Certified Prevention Specialist designation within two years of hire.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

Established per Board Order 09-12-15-3

FLSA Status: Non-Exempt



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LANE COUNTY *B076 Established 12/15/09 Updated 12/2/14 Updated 12/14/16 Updated 03/15/2021

COMMUNITY HEALTH ANALYST 2

CLASS SUMMARY: To address population-based health issues in Lane County by conducting epidemiologic investigations to identify specific diseases, injuries or other adverse health events, and interventions to promote and protect public health; by planning, implementing, and evaluating local public health programs and data that effect change at the individual, interpersonal, organizational, and community levels; and by fostering collaboration, and establishing and maintaining partnerships with key community partners to support their efforts as advocates for improved community health.

<u>CLASS CHARACTERISTICS:</u> This is the full journey level in the professional Community Health Analyst series. Employees within this classification are responsible for carrying out a broad range of investigative and analytical activities related to the surveillance, detection, and prevention of diseases and injuries; and for the planning, implementation, and evaluation of complex public health programs and policies that address differing community public health needs.

This classification is distinguished from the Senior Community Health Analyst in that the latter has full responsibility for advanced research in specific fields including acute and chronic disease, maternal and child health, disease clusters, trend analysis, and geographic distribution of disease; the variety and complexity of public health policy development, program planning, implementation, and evaluation; and the advanced level of knowledge and experience, independence, and decision-making authority required.

SUPERVISION RECEIVED: Receives direction from assigned management personnel. May exercise functional or technical supervision over clerical staff and volunteers.

<u>TYPICAL CLASS ESSENTIAL DUTIES</u>: (These duties are a representative sample; position assignments may vary.)

- Conducting epidemiologic investigations of specific diseases, injuries, or other adverse health events using relevant qualitative and quantitative data and information; sharing relevant data with community stakeholders using the public health code of ethics.
- Collecting quantitative and qualitative data.
- 3. Performing specialized data analysis using specified software.
- 4. Developing, implementing, and updating community health assessments that identify community health issues, needs, assets, and priorities.

LANE COUNTY

Community Health Analyst 2 Bilingual (Continued)

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- 5. Implementing and enforcing public health laws, regulations, and policies related to specific public health programs.
- 6. Mobilizing and facilitating community coalitions to address public health issues.
- 7. Advocating for public health programs, projects and strategies to improve public's health.
- Preparing, interpreting, and communicating descriptive statistics using advanced computer skills in assigned office software/technology.
- 9. Selecting and employing appropriate methods for the design, implementation and evaluation of public health programs and interventions that address population-based health issues.
- Contributing to the development and administration of program budgets; maintaining programs within budget constraints; and developing strategies for determining budget priorities.
- Participating in the identification of potential funding sources and preparation of effective proposals for funding from external sources.
- Preparing, interpreting, and communicating descriptive statistics using the public health code of ethics in the collection, management, dissemination, and use of data.
- Participating in the development, implementation, and monitoring of program and organizational performance standards.
- Preparing plans, including goals, outcome and process objectives, and implementation steps (may include emergency response plans).
- 15. May assist in budget preparation and cost-effectiveness, cost-benefit, and cost-utility analysis.

Knowledge of (position requirements at entry):

- Public health sciences including: epidemiology and biostatistics, behavioral and social sciences, program planning and evaluation, environmental public health, and prevention of chronic and infectious diseases and injuries.
- Data collection processes and the ethical and legal principles pertaining to the collection, maintenance, use, and dissemination of data and information.
- Application of the public health ecological framework to assessing and addressing the health status of populations, determinants of health and illness, and factors contributing to health promotion and disease prevention.
- Strategies for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic, and professional backgrounds, and persons of all ages and lifestyle preferences.

County to Union Package Supposal 11/17/2021 3:34pm

Community Health Analyst 2 Bilingual (Continued)

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- Community dimensions of public health practice including strategies to accomplish effective community engagements.
- Specialized data bases and statistical software.
- Strategic planning, public health essential services, core functions, and core competencies.
- Strategies for the effective presentation of accurate demographic, statistical, programmatic, and scientific information for professional and lay audiences.
- Use of media, advanced technologies, and community networks to effectively communicate information relevant to the community's health.
- Principles and practices of public health management; program planning, development, evaluation, and fiscal administration.
- Strategic planning processes; public health performance standards, core competencies, and accreditation.
- Community mobilization; community collaboration and partnership promotion, development, facilitation, and maintenance; and the relevance of community linkages, engagement, and input to the assessment and promotion of community health.

Skills in (position requirements at entry):

- Use established scientific and technical methods and practices to identify community health conditions.
- Collaborate with internal and external partners to promote the health of the community.
- Communicate effectively in writing and orally; prepare written and oral reports and presentations.
- Listen to others in an unbiased manner, respecting other points of view, and promoting the expression of diverse opinions and perspectives.
- Develop and adapt approaches to problems that take into account cultural differences.
- Utilize office computer programs used in the organization.
- Effectively utilize information technology and computer systems for the collection, retrieval, and availability of data for analysis.
- Identify relevant and appropriate qualitative and quantitative data and information sources; uses and limitations of data; relevant variables; integrity and comparability of data; and application of ethical principles to the collection, maintenance, use, and dissemination of data.
- Effectively utilize public health sciences including epidemiology and biostatistics; behavioral and social sciences; public health program planning and evaluation; environmental public health; and prevention of chronic and infectious diseases and injuries.
- Contribute to the development, implementation, and monitoring of performance standards.
- Use leadership, team building, and conflict resolution skills to maintain linkages with key stakeholders and build community partnerships to promote the health of the population.
- Interact with both diverse individuals and communities to produce or impact an intended public health outcome.
- Advocate for public health programs and resources; describe the role of government in the delivery of community health services; and identify individual and organizational responsibilities within the context of the Essential Public Health Services and core functions.
- Identify the role of cultural, social, and behavioral factors in determining the delivery of public health services and the health of communities; develop and adapt approaches to problems that take into account cultural differences.

LANE COUNTY

County to Union Package Supposal 11/17/2021 3:34pm

Community Health Analyst 2 Bilingual (Continued)

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• Foster and facilitate collaboration with internal and external groups to ensure participation of key stakeholders.

Ability to (continued):

Identify and implement public health population-based strategies.

Implement identified public health laws, regulations, and policies.

Training and Experience (positions in this class typically require):

Master's degree in Public Health (MPH); Masters of Science degree in Public Health (MSPH); Master's degree in Prevention Science; Master's degree in Planning Public Policy and Management; or a Master's degree with major course work in Public or Mental Health from an accredited college or university and three years of demonstrated increasingly responsible experience in Public Health program planning, implementation and evaluation.

<u>OR</u>

A Bachelor's degree with major course work in Public Health, Mental Health, Behavioral Health, Public Administration, or Public Policy and demonstration of five years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

OR

Demonstration of nine years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Three years of increasingly responsible experience in Public Health program planning, implementation and evaluation. An equivalent combination of program relevant experience and training that demonstrates the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Some positions may require a Certified Prevention Specialist designation within two years of hire.

NOTE: This position is represented by AFSCME Local 2831.

Classification History:

Established per Board Order 09-12-15-3

FLSA Status: Non-Exempt

BILINGUAL "B" Bilingual designation is an adjunct classification.

Shy M. Class TA'd 11/17/2021 TA 1/17/2021

Language - Spanish

DEFINITION:

To assist in providing bilingual communication with Limited English Proficient (LEP) persons. Individuals in these classifications do more than self-identify; they have successfully passed a test demonstrating proficiency in both English and the other language administered by the County. The need for the use of the second language in the performance of job duties in this classification has been identified.

EXAMPLES OF DUTIES:

In addition to the regular knowledge, skills, and abilities required of the employee's main classification, the bilingual duties of this adjunct classification may include, but are not limited to the following:

- Interpreting between English speakers and LEP persons.
- Orally translating documents
- Providing oral assistance
- Providing written assistance, including some written document translation

MINIMUM QUALIFICATIONS:

Knowledge of:

Both languages, demonstrating the ability to convey information in both languages quickly and accurately.

Ability to:

- · Communicate clearly and concisely.
- Maintain confidentiality of communications.

EXPERIENCE AND TRAINING:

An equivalent combination of experience and training or demonstrated abilities qualifying the employee or applicant to perform the duties described herein. These skills and abilities may be acquired in various ways; i.e., education and/or bilingual or bicultural experiences.

TA \$\int 5/24/2021 \\

Syn M. Class TA'd 5/24/2021 County to Union Revised Proposal from 4/28/2021 - sent 5/7/21

AFSCME Agreement 2017-2020

APPENDIX E

Section 1 - Procedure for Information Requests

This procedure applies to requests made by the UNION or the COUNTY for information. The intent of these procedures is to address information requests issued by the UNION to the COUNTY, as well as information requests issued by the COUNTY to the UNION. The terms UNION and COUNTY should be read to be interchangeable with one another depending on who makes the request for information, except where context indicates otherwise.

Section 2 - Disciplinary Matters

- (A) Upon request by the UNION, when there is a disciplinary matter involving a UNION represented employee, the COUNTY shall provide the UNION with a complete copy of the final investigation report relied on by the COUNTY, including supporting documents, at no charge to the UNION.
- (B) If the UNION requests information in addition to those documents described in (A) of this section. the parties shall utilized the procedures set forth in Section 3 below.

Section 3 - Contract Disputes & Collective Bargaining

- (A) When the UNION issues an information request related to a contract grievance, potential contract grievance, or collective bargaining, the COUNTY shall make a good faith effort to provide the information as efficiently as possible to avoid the needs for charges. In addition, if the COUNTY estimates that it will take more than one hundred (100) copied pages or one (1) hour of staff time to respond to an information request, the COUNTY shall make a good faith effort to accurately estimate the time that it will take to compile and produce the requested information.
- (B) If the COUNTY estimates that it will take less than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the COUNTY will produce the information the UNION without charging for the information.
- (C) If the COUNTY estimates that it will take more than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the COUNTY shall immediately notify the UNION. The parties shall thereafter meet to discuss the matter. During the meeting, the parties shall discuss possible ways that the UNION's information request can be narrowed or modified. The parties shall also discuss how the COUNTY's records are organized, who will be involved in compiling the records, estimates on the time and expense of compiling the requested records, and whether there are steps that can be reasonably taken to reduce the time or administrative burden of responding to the request. In cases in which the UNION will be charged for paper copies, the parties will also discuss topics involving the manner of production, including but not limited to, conscious pagination and correspondence to and from the UNION.
- (D) After the meeting discussed in paragraph (C) of this section, the COUNTY may impose charges for the information consistent with the discussion of the parties during the meeting and the applicable portions of the Collective Bargaining Agreement. If, after the meeting, the COUNTY determines that the time and cost estimates it discussed during the meeting were underestimated by twenty percent (20%) or more, the COUNTY shall immediately notify the UNION and reconvene the meeting, if requested by the UNION.
- (E) The default document production between the parties will be electronic production of documents via e-mail. Documents that are too large or voluminous to be sent via email may be produced via electronic media (CD, disc drive, etc.) supplied by the receiving party and approved by Lane County Technology Services (or the UNION's equivalent). For documents produced via e-mail or electronic media, the receiving party will not be charge a fee for paper copies unless: 1) the receiving party specifically requests the production of the documents in hard copy; or 2) electronic

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delivery is unavailable as a result of a technological issue of the producing party relating to the specific type of data or information requested.

- (F) When paper production of documents is made by request or necessity, charges may be imposed for copy charges consistent with the public record fee schedule.
- (G) In all cases, the COUNTY shall exercise care when preparing responses to information requests so as to ensure that charges assessed to the UNION are reasonable. The COUNTY shall also avoid charging the UNION for internal review of information request responses by HR personnel, paralegals, and attorneys not directly involved in the original compilation of responsive documents. However, if HIPPA protected information needs to be redacted from documents, the UNION may be charged for the staff time it takes to redact beyond one (1) hour.
- (H) Notwithstanding paragraphs (A)-(G) of this section, if at arbitration, the COUNTY submits exhibits in its case-in-chief that include documents that charged the UNION to compile, upon UNION request the COUNTY shall issue a pro rata refund to the UNION for those documents.

Section 3 - Confidentiality

- (A) The COUNTY shall provide reasonable advance notice to the UNION if the UNION requests information that the COUNTY believes is confidential under state or federal law. Such notice shall state the legal authority upon which the COUNTY's claim of confidentiality is based.
- (B) If the information request requires the COUNTY to produce information that is or may be confidential and:
 - (1) The confidential information relates to the employees represented by the UNION the information shall be released to the UNION without redactions after the UNION supplies the COUNTY with a release signed by the employee(s) involved. No release shall be necessary for the UNION to obtain routine information and payroll data, including the home addresses, phone numbers, and wage information about represented employees, contingent upon authority from the Employment Relations Board or under PECBA entitling the UNION to this information and no request from the employee that this information not be disclosed.
 - (2) The information is sought in the context of a matter pending arbitration the parties shall execute a Stipulated Protective Order (SPO) in the form set forth in Exhibit A. The requested records and information shall thereafter be produced to the UNION without redactions, including but not limited to, third-party HIPPA information, except in situations where state or federal law specifically prohibits the production of the unredacted information under the SPO. The parties intent this exception to be very limited, and apply to situation where confidential information is requested and there is specific state or federal authority providing that the information may not be disclosed even with a court, arbitrator, or administrative order compelling the production.
 - (3) There is no pending arbitration linked to the information request the parties shall execute a Stipulated Protective Agreement (SPA) in the form set forth in Exhibit B. The requested records and information shall thereafter be produced to the UNION without redactions, except in situations in which state or federal law prohibits the production of the information. The parties intend this exception to be limited, and apply most often to cases involving HIPPA protected materials under which disclosure may not occur unless there is a court, arbitrator, or administrative order compelling the production.
 - (4) The confidential information is protected by HIPPA but relevant to a pending disciplinary matter that has not yet been advanced to arbitration the UNION may elect to have the COUNTY redact HIPPA protected information so that relevant documents and excerpts of documents may be produced to the UNION. The COUNTY may charge the UNION for staff

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time exceeding one (1) hour spent redacting the HIPPA protected information from documents.

- (C) The UNION's execution of an SPO or SPA does not waive or preclude the UNION's right to challenge the COUNTY's assertion of confidentiality.
- (D) The COUNTY shall make a good faith effort to mark records containing confidential information "confidential". Records containing social security numbers, driver's license numbers, personal addresses and phone numbers, bank routing information, and birthdates of third parties shall be treated as confidential regardless of whether the page or pages have been marked confidential.
- (E) The parties shall make a good faith effort to accurately make confidentiality assertions and resolve confidentiality disputes at the lowest level. Disputes about the confidentiality of records that cannot be resolved between the parties should be handled as follows:
 - (1) In discipline cases: arbitrators selected by the parties to hear disputes about the discipline shall resolve disputes about the confidentiality of records.
 - (2) In all other situations: the requesting party may file an unfair labor practice complaint alleging violation of the producing party's obligations under this agreement.
- (F) In no scenario shall disputes about confidentiality or delays in executing SPAs and SPOs delay the COUNTY's obligation to produce non-confidential records.

Section 4 - Additional Terms

- (A) Upon production of requested documents, the producing party shall provide the receiving party with an itemized statement that includes the names of people who worked on the request, the time spent on the request by each person, each person's salary rate, and each person's fully benefitted rate under the COUNTY's fee schedule (where applicable). The itemized statement shall be produced at no additional charge to the receiving party.
- (B) Itemized statement shall only be required when the producing party seeks to charge for some or all of the response to the information request. Itemized statement are a condition precedent to the receiving party's obligation to pay.

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EXHIBIT A

Template - Stipulated Protective Order

IN ARBITRATION PROCEEDINGS

In the Matter of Controversy Between AFSCME Local 2831, Union,	STIPULATED MOTION FOR PROTECTIVE ORDER AND STIPULATED PROTECTIVE ORDER		
and			
Lane County, Employer			
Re: ****			
			
Oregon AFSCME Local 2831 (the "Union") has submitted to Lane County (the "Employer") a request for information in connection with this pending grievance arbitration. The parties agree that the Union's request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter. By and through their respective attorneys, in order to facilitate the Employer's production of			
documents and information to the Union as required the Union and the Employer move for a protective or of documents and information produced by the Unio	by the Public Employee Collective Bargaining Act, rder, as set forth below, to protect the confidentiality		
i. [insert description of documents]			
Based on the stipulation of the parties, the Arbitratio	n ORDERS as follows:		
PROTECT	IVE ORDER		
It is hereby ORDERED that the following co- disclosure and use of confidential documents in this	nditions and requirements apply to the parties' grievance pending arbitration:		
1. All individually identifiable health infethe Employer as described in this document, and an designates as confidential (hereinafter "Confidential matter in accordance with the terms of this Order.			
Page X – STIPULATED MOTION FOR PROTECTIVE ORDER AND PROTECTIVE ORDER	LANE COUNTY OFFICE OF LEGAL COUNSEL COURTHOUSE/PUBLIC SERVICE BLDG. 125 EAST 8TH AVENUE, EUGENE, OR 97401 (541) 682-4442 FAX (541) 682-3803		
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2. The Employer will designate documents or information as confidential and subject to this protective order by stamping such documents a "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," or by notifying the Union in writing or by email that particular documents or categories of documents are confidential and subject to this protective order, or by so designating testimony. 3. The Union, including its counsel and counsel's staff, may use Confidential Information only for purposes of this grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel's staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. At the conclusion of the arbitration proceeding, if the Union wishes to retain Confidential Information for use in a subsequent related administrative or judicial proceeding, the parties will agree to enter into a Stipulated Protective Agreement covering that information which will continue until a Stipulated Protective Order can be secured in the judicial or administrative proceeding. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.
4. Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient's employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.
5. All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel's staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. "Work product" does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.
6. The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.
7. Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Order, shall be given a copy of the Order and shall agree to not disclose the Confidential Information and be subject to the provisions of this Order that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.
8. The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator determines otherwise.
9. The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.
Page X – STIPULATED MOTION FOR PROTECTIVE ORDER AND PROTECTIVE ORDER COURTHOUSE/PUBLIC SERVICE BLDG. 125 EAST 8TH AVENUE, EUGENE, OR 97401 (541) 682-4442 FAX (541) 682-3803

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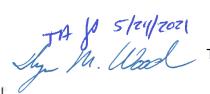
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<u>EXHIBIT B</u> <u>Template – Stipulated Protective Agreement</u>

In the Matter of Controversy Between	f			
AFSCME Local 2831, Union,	STIPULATED PROTECTIVE AGREEMENT			
and				
Lane County, Employer	1			
Re: ****				
Oregon AFSCME Local 2831 (the "Union") has submitted to Lane County (the "Employer") a request for information in connection with this matter. The parties agree that the Union's request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter.				
By and through their respective attorneys, in order to facilitate the Employer's production of documents and information to the Union as required by the Public Employee Collective Bargaining Act, the Union and the Employer agree, as set forth below, to protect the confidentiality of documents and information produced by the Union to the Employer, relating to the following:				
i. [insert description of documents]				
It is hereby AGREED that the following condi disclosure and use of confidential documents in this g	It is hereby AGREED that the following conditions and requirements apply to the parties' disclosure and use of confidential documents in this grievance pending arbitration:			
1. All individually identifiable health informathe Employer as described in this document, and any designates as confidential (hereinafter "Confidential Informatter in accordance with the terms of this Order.	rmation, all confidential documents and material of other confidential information the Employer information") shall be produced to the Union in this			
ORDER, or by notifying the Union in writing or by emdocuments are confidential and subject to this protect	ail that particular documents or categories of			
Page X - STIPULATED PROTECTIVE AGREEMENT	LANE COUNTY OFFICE OF LEGAL COUNSEL COURTHOUSE/PUBLIC SERVICE BLDG. 125 EAST 8TH AVENUE, EUGENE, OR 97401 (541) 682-4442 FAX (541) 682-3803			
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only for purposes of this matter/ grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel's staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.

- Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient's employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.
- All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel's staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. "Work product" does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.
- The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.
- Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Agreement, shall be given a copy of the Agreement and shall agree to not disclose the Confidential Information and be subject to the provisions of this Agreement that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.
- The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator or other appropriate decision marketer the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator or decision maker determines otherwise.
- The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.

Page X - STIPULATED PROTECTIVE AGREEMENT	LANE COUNTY OFFICE OF LEGAL COUNSEL
	COURTHOUSE/PUBLIC SERVICE BLDG.
	125 EAST 8TH AVENUE, EUGENE, OR 97401
	(541) 682-4442 FAX (541) 682-3803

AFSCME General Unit Market Supposal 11/17/2021

Job Code	Current Grade	Lane Title	County Proposed Grade Increase 11/17/21
A032	034	Accountant*	2
A033	030	Accounting Analyst*	2
A021	019	Accounting Clerk 2*	2
A022	024	Accounting Clerk, Sr*	3
C006	027	Administrative Analyst*	4
C004	025	Administrative Assistant*	2
B055	024	Assist Veterans Services Coord*	4
J056	030	Building Safety Specialist 1*	7
J057	037	Building Safety Specialist 2*	3
J058	039	Building Safety Specialist, Sr*	4
L008	030	Cartographer/GIS Specialist*	0
B076	036	Community Health Analyst 2*	4
B077	040	Community Health Analyst, Sr*	3
B002 J036	022 031	Community Service Worker 2* Compliance Officer*	2
F037	024	Correctional Services Tech	4
D001	007	Custodian*	6
D001	012	Custodian-Detention*	2
H030	039	Database Administrator*	6
H024	044	Database Administrator, Sr*	6
B073	032	Developmental Dis Abuse Invtgr	2
B015	028	Developmental Dis Spec*	2
J055	039	Electrical Inspector	1
B028	026	Environmental Health Spec 1*	3
B029	031	Environmental Health Spec 2*	5
D017	035	Facilities Electrician	5
H026	045	Info Services Project Manager*	6
H027	047	Info Services Project Mgr, Sr*	5
H028	029	Info Technology Specialist 1	3
H029	039	Info Technology Specialist 2	1
A018	018	Justice Court Clerk*	1
K014	023	Juvenile Justice Specialist*	1
J024	025	Land Management Technician*	2
C055	020	Lane Events Ctr Events Coord	5
A014	018	Legal Secretary 1*	3
A015	022	Legal Secretary 2*	4
D004	022	Maintenance Specialist 2*	2
B068	031	Mental Health Specialist 1*	1
B012	033	Mental Health Specialist 2*	6
B013	037	Mental Health Specialist, Sr*	5
B070	034	MHO Care Coord Specialist*	3
H025	044	Network Administrator, Sr*	6

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AFSCME General Unit Market Supposal 11/17/2021

Job Code	Current Grade	Lane Title	County Proposed Grade Increase 11/17/21
B044	029	Nutritionist/Dietitian, WIC*	5
A004	011	Office Assistant 1*	2
A005	016	Office Assistant 2*	2
A006	020	Office Assistant, Sr*	2
D015	009	Operations Events Worker*	5
D016	017	Operations Events Worker, Sr*	4
A028	026	Paralegal*	6
A034	027	Payroll Specialist*	5
A037	031	Payroll Specialist, Sr*	3
B080	012	Peer Support Specialist	4
J025	031	Planner*	2
J026	035	Planner, Associate*	1
J027	039	Planner, Sr*	2
J033	023	Plans Examiner 1*	9
J034	031	Plans Examiner 2*	9
J035	039	Plans Examiner, Sr*	6
B006	028	Program Services Coord 1*	1
B064	034	Program Services Coord 2*	1
H007	040	Programmer Analyst 2*	3
H008	044	Programmer and Syst Analyst, Sr*	6
L011	023	Property Appraiser 1*	5
L012	027	Property Appraiser 2*	6
L013	032	Property Appraiser 3*	6
L014	036	Property Appraiser 4*	6
L018	034	Property Management Officer 2	7
L016	033	Sales Data Analyst*	6
L025	036	Sales Data Analyst, Sr*	6
J041	031	Special Waste Specialist*	7
1025	026	Special Waste Technician*	6
C030	016	Stores Clerk*	10
C031	023	Stores Clerk, Sr*	6
H023	044	System Administrator, Sr*	6
H031	047	System/Network Architect*	5
H034	044	TS Business Analyst	6
B009	023	Victim Advocate*	5
B081	022	WIC Certifier*	1

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