



AGENDA COVER MEMO

Memorandum Date: March 9, 2025

Order Date: April 1, 2025

TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: Krysten Mayfair, Senior Labor Relations Analyst
Inga Wood, Labor Relations Manager

AGENDA ITEM TITLE: In the Matter of Approving the Tentative Agreement for Article 20 of the 2024-2027 Collective Bargaining Agreement between Lane County and the American Federation of State, County and Municipal Employees-General Unit and Revising the Medical-Legal Death Investigator Classification Specification

I. MOTION

Move the Board to approve Order No. 25-04-01-___/In the Matter of Approving the Tentative Agreement for Article 20 of the 2024-2027 Collective Bargaining Agreement between Lane County and the American Federation of State, County and Municipal Employees-General Unit and Revising the Medical-Legal Death Investigator Classification Specification.

II. AGENDA ITEM SUMMARY

The current collective bargaining agreement between Lane County and the American Federation of State, County and Municipal Employees (AFSCME) General Unit was duly negotiated and approved on November 5, 2024, per Board Order #24-11-05-12. The parties agreed in the successor contract negotiations to continue discussions related to the provisions for the Medical-Legal Death Investigators (MLDI) in separate bargaining.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board previously authorized the County's bargaining team to enter into successor contract negotiations with AFSCME in accordance with the County's bargaining obligations under Oregon labor law. The Employment Relations Board of the State of Oregon ordered the addition of the MLDIs to the existing unit per Case No. UC-009-24.

During successor negotiations for the AFSCME General Unit Collective Bargaining Agreement (CBA), the parties agreed to bargain the inclusion of MLDI's into the unit. The parties subsequently agreed on October 10, 2024, to continue bargaining provisions for the MLDI's separate from the successor contract negotiations.

As the MLDI classification was previously non-represented, the classification specification has been revised to reflect inclusion in the AFSCME General Unit as well as updates related to supervision exercised and received, required training and experience, and other de minimus changes. The Board previously approved the change to the job code for the MLDI classification from N4630 to P341 on Board Order No. 24-01-30-02 and to B086 on Board Order No. 24-11-05-12. Compensation was set to Grade 036 of the AFS salary plan per Board Order No. 24-11-05-12.

B. Policy Issues

There are no known policy issues.

C. Board Goals

The approval of Article 20 and the revised MLDI classification specification is in alignment with Lane County's Strategic Priority #4 *"Invest in our employees who are the backbone of our organization and invest in our systems and organizational health so that employees can thrive and residents can experience a more effective government"*.

D. Financial and/or Resource Considerations

The MLDI positions are funded through the General Fund under the District Attorney's Office.

As the classification is exempt from overtime under the Federal Labor Standards Act (FLSA), MLDI positions will be eligible to earn and be paid additional wages for compensatory time for hours worked over 40 in a work week or 80 in a pay period per Article 9 of the AFSCME General Unit CBA. Compensatory time is earned/paid as straight time (1:1).

The ability for employees in this classification to earn compensatory time will result in additional expenditures of approximately \$442,000 over the three-year contract term. However, the District Attorney has requested to add a 1.0 FTE MLDI position, through the normal budget process. This will help to reduce the potential for existing employees to work outside of their schedule and earn compensatory time. The cost for the position is approximately the same cost as the estimated compensatory time if a new position was not added. The 1.0 FTE addition will be included in FY 25-26 Supplemental #3.

E. Health Implications

No significant public health implications are known.

F. Analysis

The Tentative Agreement for Article 20 will be included in the final version of the 2024-2027 AFSCME General Unit Collective Bargaining Agreement. The Medical-Legal Death Investigator classification specification will be updated and posted publicly.

G. Alternatives/Options

1. Delegate the County Administrator, the County's bargaining team, and County staff to execute the Tentative Agreement for Article 20 and revise the MLDI classification.
2. Reject the Tentative Agreement for Article 20, which will result in the parties needing to return to the bargaining process.

IV. RECOMMENDATION

The County's bargaining team recommends approval of the Tentative Agreement for Article 20, revisions to the Medical-Legal Death Investigator classification specification and authorization to County staff to implement the proposed Tentative Agreement for Article 20 and revisions to the classification specification.

V. TIMING/IMPLEMENTATION

Following Board action, County staff will move to implement the approved article language and revisions to the classification specification.

VI. FOLLOW-UP

The County's bargaining team will continue to collaborate with AFSCME to develop strategies for maintaining a healthy workforce focused on achieving the County's strategic goals and priorities.

VII. ATTACHMENTS

- A. Article 20 of the AFSCME Collective Bargaining Agreement Tentative Agreement
- B. Redline of the revisions to the Medical-Legal Death Investigator classification specification
- C. Board Order 25-04-01-

Shirley M. Wood
TA'd 3/12/2025

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ARTICLE 20

MEDICAL-LEGAL DEATH INVESTIGATORS

Section 1 – Division of Labor

Work performed by Medical-Legal Death Investigators may also be performed by supervisors of the Medical-Legal Death Investigators (MLDI) as part of their regular work assignment up to fifty percent (50%) of their time.

Section 2 – Uniforms, Protective Clothing and Tools

- (A) The **COUNTY** shall furnish Uniforms (logo wear) and protective clothing: four (4) polo shirts, one (1) jacket, one (1) fleece vest, one (1) pair rain boots, and one (1) pair of rainproof pants.
- (B) 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.
- (C) Necessary personal protective equipment, as the **COUNTY** deems proper for the performance of MLDI duties, will be supplied by the **COUNTY**, provided that durable equipment is returned to the **COUNTY** in reasonable condition. Employees shall be charged the then current replacement rate for durable equipment not so returned.

Section 3 – County Vehicle and Parking

- (A) The **COUNTY** may assign **COUNTY** vehicles to employees who can then be required to accept work after normal hours and to respond to work related call back. In such cases, **COUNTY** vehicles will only be used for authorized **COUNTY** business except that they may be used by the employee for commuting to and from their job.
- (B) Employees who are authorized use of a **COUNTY** vehicle for commuting to and from their job in exchange for responding to work related call back will be provided ninety (90) days advance written notice if such authorization is withdrawn.
- (C) **COUNTY** vehicles assigned to MLDIs will be provided designated parking in a **COUNTY** owned parking lot in close proximity of the Public Service Building (PSB). Employees will not be reimbursed for parking costs in lots within one half (1/2) mile of the PSB.

Section 4 – Hours of Work

- (A) The **COUNTY** shall establish normal work schedules for MLDIs quarterly, with as much advance notice as possible, but no less than fourteen (14) days prior to the start of the first full pay period for each quarter. Employees shall normally receive two (2) consecutive days off, but not necessarily in the same workweek, inclusive of assigned on-call responsibilities. This does not prohibit employees from volunteering to be on-call for their regularly scheduled days off or the **COUNTY** from assigning on-call when no other staffing is available. Employees may trade on-call days if they arrange for coverage with another permanent non-probationary full-time MLDI with supervisor approval.
- (B) It is understood that due to the nature of the work, MLDIs may not be able to take breaks and meal periods as described in Article 9, Section 6-7 of this *Agreement*. If an MLDI is unable to take

1 a break or meal period at the regularly scheduled time due to actively responding to a scene, they
2 will commence the break or meal period whenever they are released from the scene or receive
3 compensation in accordance with Article 9, Section 6.
4

5 **Section 5 – Training**
6

7 The **COUNTY** agrees to provide for all training and certification as required by the **COUNTY** or relevant
8 State law for the MLDI classification. Appropriate costs for such training shall be borne by the **COUNTY**.
9 In accordance with requirements of the Oregon Certified Medicolegal Death Investigator (OMDCI)
10 Training Program, the **COUNTY** will provide twelve (12) hours with pay per year for MLDIs to complete
11 required continuing education.



LANE COUNTY
N4630B086
Established 07/14/07
Updated 03/28/18
Updated XX/XX/25
(Previous Job Code:
B008, **N4630, P341**)

MEDICAL-LEGAL DEATH INVESTIGATOR

CLASS SUMMARY: To investigate and gather data on traumatic accidents or unexplained deaths ~~in Lane County; and to perform related duties as assigned.~~

SUPERVISION RECEIVED AND EXERCISED: Received general supervision from the ~~Administrative Services Manager~~ Medical-Legal Death Investigator Supervisor, ~~and technical and functional supervision from Deputy State Medical Examiner.~~ This classification does not have supervisory responsibilities.

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

1. Conducts investigations of deaths in Lane County which occur under circumstances as prescribed by ORS 146.090.
2. Gathers factual information and prepares detailed reports concerning unexplained deaths.
3. Interviews relatives of deceased and witnesses to obtain information pertinent to the death under investigation.
4. May authorize removal of deceased upon completion of investigation.
5. May take temporary custody of personal effects of deceased and, after making an inventory, turn them over to a responsible person such as a relative or law enforcement officer.
6. Through the Deputy State Medical Examiner, may recommend further medical or law enforcement investigation into a death.
7. May assist at postmortem examinations.
8. May assist in the investigations of homicides or questionable suicides.
9. Coordinates investigations with ~~police, sheriff~~ law enforcement, medical personnel, District Attorney, and state agencies.
10. Conducts research and fact finding on medical/dental histories of deceased individuals and writes appropriate reports.
11. Updates and maintains Lane County Medical Examiner file system.
12. Provides testimony for grand jury, civil, and criminal trials.

LANE COUNTY
Medical-Legal Death Investigator (Continued)

13.	Represents the department before the media and makes presentations to the general public.
14.	Answers inquiries and correspondence from insurance companies, attorneys, police law enforcement, physicians and families.
15.	Collects body fluid samples and orders appropriate analysis.
16.	Collects and preserves physical evidence.

Knowledge of (position requirements at entry):

- Laws, rules and regulations as applied to medical and criminal investigation of deaths.
- Physiology, biology, anatomy, chemistry, pharmacology and physics.
- Basic rules of evidence and crime scene analysis.
- Legal and medical terminology.
- Medical investigative work process and procedures.
- Modern office procedures, methods, and computer equipment.

Ability to (position requirements at entry):

- Gather and obtain information and evidence from families, agencies, expert witnesses and other individuals.
- Identify and obtain evidence pertinent to medical investigations.
- Keep and maintain clear, concise and appropriate medical and legal records.
- Testify in court proceedings and present materials to the media and public.
- Analyze, interpret and report on data associated with unexplained deaths.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- ~~Interview people and obtain pertinent information.~~

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

~~Bachelor's degree from an accredited college or university with major course work in biology, chemistry, pharmacology or a related field. A Master's degree is preferred. One~~Five years of medical investigative, ~~or similar other investigation~~ve experience, biology, chemistry, pharmacology, or a related field; ~~or experience is desirable. A~~an equivalent combination of experience and training that will demonstrate the required knowledge and abilities is ~~qualifying~~sufficient to successfully perform the essential duties of the position.

Classification History: Change in grade (Job Code B008 to N4630) approved on August 29, 2007 by Lane County Board Order 07-8-29-17. Title change (Deputy Medical Examiner to Medical-Legal Death Investigator) approved on April 17, 2018 by Lane County Board Order 18-04-17-02. ~~Job code change (N4630 to P341) BO#24-01-30-02. Changes approved by AFSCME~~ 11/5/2024.
FLSA Status: Exempt

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-04-01-__

IN THE MATTER OF APPROVING THE
TENTATIVE AGREEMENT FOR ARTICLE
20 OF THE 2024-2027 COLLECTIVE
BARGAINING AGREEMENT BETWEEN
LANE COUNTY AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES-GENERAL UNIT
AND REVISING THE MEDICAL-LEGAL
DEATH INVESTIGATOR CLASSIFICATION
SPECIFICATION

WHEREAS, a tentative agreement has been reached on Article 20 of the Collective Bargaining Agreement between Lane County's bargaining team and the American Federation of State, County and Municipal Employees General Unit; and

WHEREAS, the agreement is consistent with the guidelines set forth by the Board of Commissioners.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The attached Tentative Agreement for Article 20 of the Collective Bargaining Agreement between Lane County and the American State, County and Municipal Employees General Unit is approved.
2. The County Administrator, the County's bargaining team, and County staff be authorized to execute the agreement on behalf of the County.
3. County staff shall implement revisions to the Medical-Legal Death Investigator Classification Specification.

ADOPTED this 1st day of April 2025.

David Loveall, Chair
Lane County Board of Commissioners