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AGREEMENT

LUCAS COUNTY CORONER

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

LOCAL #544 -05 OHIO COUNCIL 8

**JANUARY 1, 2014
DECEMBER 31, 2016**

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PREAMBLE

This Agreement entered into by the Lucas County Coroner, hereinafter referred to as the "Employer", and Lucas County Employees Local #544, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and Ohio Council #8 AFSCME, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

WITNESSETH

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining, and for the purpose of securing closer cooperation among and between the Employer and Employees, and consideration of the premises, obligations, and undertakings of each party as herein contained, agree as follows:

ARTICLE 1 RECOGNITION

The Employer agrees to recognize the **AFSCME Ohio Council 8**, Lucas County Employees Local 544-05, AFL-CIO, as having jurisdiction over and being the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, handling of grievances, working conditions, and all other conditions of employment for all **Bargaining Unit** employees of the Employer which includes the following classifications:

Autopsy Assistant	Autopsy Technician
Autopsy Technician 2	Secretary
Transcriber/Secretary	Investigator
Mortician	Mortuary Supervisor
Cert. Death Investigator	Toxicology Technician

Pathologists and the Administrative Secretary shall be excluded from the bargaining unit.

In the event the Employer creates new position(s) that involve work of a confidential and fiduciary nature, or creates a supervisory position, such position(s) shall be excluded from the bargaining unit.

ARTICLE 2
PLEDGE AGAINST DISCRIMINATION AND COERCION

The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical handicap or Union activity. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion against any employee activity in an official capacity on behalf of the Union.

ARTICLE 3
UNION SECURITY AND CHECKOFF

Section 1 The Employer will deduct from the wages and turn over to the proper officials of the Local Union at the first pay period of the month the regular union dues, initiations fees, uniform assessments of such members who certify in writing that they authorize such deductions.

The Financial Officer of the Union shall certify to the employer the amount of monthly dues and the manner in which the dues are to be deducted.

Section 2 All employees promoted to position exempt from the bargaining unit will secure a withdrawal card from the Union upon satisfactory completion of the appropriate probationary period of the exempt position. Dues check off for such exempt positions shall cease upon satisfactory completion of such probationary period.

Section 3 All new employees in the bargaining unit shall be allowed to attend a thirty (30) minute orientation program after completion of their probationary period as set forth elsewhere herein with the Union Steward or designee. At this time the new employee shall be given the Union contract and an explanation thereof. The employee will then be afforded an opportunity to join the Union.

Section 4 The Employer shall furnish the Union with the name, address, date of hire, and job classification of new employees in the bargaining unit within ten (10) days after employment commences.

Section 5 The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages that may arise out of, or by reason of any action that shall be taken by the Employer for the purpose of complying with the check off provisions of this Article.

Section 6 Effective January 1, 1991, all employees in the bargaining unit who thirty (30) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union.

All employees hired prior to or after January 1, 1991, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of Fair Share fees shall be made in accordance with the regular dues deductions as provided herein.

The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

ARTICLE 4 REPRESENTATION

The Union shall be represented by one regular steward and one alternate steward and shall furnish their names to the Employer.

The steward or alternate steward shall be permitted reasonable time to investigate and process grievances, and conduct other necessary business during working hours, with no loss of pay.

An authorized representative of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating current working conditions in compliance with the terms of this Agreement, provided that such visit is made in such a manner as to not disrupt the work force.

**ARTICLE 5
UNION BULLETIN BOARD**

The Employer shall post a bulletin board in an easily accessible location in the work location. The bulletin board shall be used for official Union announcement notice.

**ARTICLE 6
MANAGEMENT RIGHTS**

The Union recognizes and accepts the right and authority of the County Coroner to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Coroner;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Coroner's operations;
- E. To determine the Coroner's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Coroner's operations;
- H. To determine the overall methods, process, means or personnel by which the Coroner's operations are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Coroner's office as a unit of government.
- L. To effectively manage the work force; and
- M. To take action necessary to carry out the mission of the Coroner's office as a governmental unit.

All other rights not expressly restricted by this contract are retained by Management.

If either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after a reasonable period or negotiations.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 A grievance is any dispute which may arise between the parties including the application, meaning, or interpretation of this agreement. It is the mutual desire of the employer and the union to provide for the prompt adjustment of grievances in a fair and reasonable manner with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, this procedure shall be followed:

Step One: The employee will first discuss the grievance with the Lucas County Coroner within ten (10) work days of the employee having gained knowledge that a grievance exists. The Lucas County Coroner shall respond verbally to the grievant, and shall attempt to resolve the matter within five (5) working days.

Step Two: If, after the response from the Lucas County Coroner, the grievance remains unresolved, the grievant and the Union shall reduce the grievance to writing and present it to the Lucas County Coroner within five (5) work days of the response from Step One. The Lucas County Coroner shall respond to the grievant in writing, within five (5) work days of the date of receipt of the grievance.

Step Three: If the written answer is not acceptable, with mutual agreement, grievance mediation may be utilized by the parties after Step two of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step two answer. If the Employer City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party.

Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing.

The grievance may then proceed to arbitration. The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The Employer may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal

spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step Three Four: If the written answer is not acceptable, the grievant and the Union may withdraw the grievance, or submit the grievance to binding arbitration. Verbal and written warnings will be excluded from binding arbitration.

- A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) Arbitrators.
 - 1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
 - 2. The right to strike the first name shall be determined by lot.
- B. The fees and expenses of the arbitrator shall be shared equally between the two parties.
 - 1. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
 - 2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.

- C. The arbitrator shall schedule a hearing date as promptly as possible. The decision of the arbitrator shall conform with Ohio Civil Service and other applicable laws, and shall be binding upon both parties.

The arbitrators shall not be empowered to rule contrary to, to amend, add to or eliminate any of the provisions of this Agreement. Nor shall the arbitrator rule in such a way as to be contrary to the legal duties of the Lucas County Coroner.

ARTICLE 8 DISCIPLINARY ACTION

Section 1 An employee may be disciplined for reasons outlined in the Ohio Revised Code, Section 124.34, or for other just cause. The Employer agrees that discipline shall be progressive and corrective. The parties recognize that certain major offenses may call for bypassing one or more disciplinary steps.

Section 2 No employee shall be disciplined without first having been afforded a hearing by the Lucas County Coroner, with union representation. However, in cases involving the abuse of alcoholic beverages or drugs, physical violence, gross insubordination, or other acts of a serious nature, an employee may be disciplined pending a hearing. In such cases, the hearing shall take place within forty-eight (48) hours.

Section 3 When an employee is to be disciplined, the charges shall be reduced to writing, with one copy to the employee, and one copy to the Union Steward. Such charges shall be presented to the employee by the Employer or his designee within five (5) days of the occurrence of the incident, or the Employer's knowledge of the incident. Charges not brought within the specified time limits shall be dismissed.

Section 4 An employee may appeal disciplinary action to either the State Personnel Board of Review or to Step 3 of the Grievance Procedure.

Section 5 When it becomes necessary for an employee to be reprimanded or counseled, it shall be done in private.

Section 6 If an employee has no disciplinary action taken against him/her for twelve (12) consecutive months, his/her file shall be cleared of all disciplinary action. Disciplinary actions that result in a suspension shall not be cleared for eighteen (18) months.

ARTICLE 9
SENIORITY AND RELATED MATTERS

Section 1 The probationary period shall be one hundred and twenty (120) days. Newly hired employee shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire.

Section 2 Seniority shall accrue to regular employees and shall be based upon the total length of service with the Lucas County Coroner's office.

Section 3 The Employer will provide seniority lists once every six (6) months. These lists shall be kept up to date and give the employee's date of employment and latest classification. The list shall be posted for all employees to see.

Section 4 Regular employees who leave the service of the Employer to enter that of the United State Armed Forces, or the service of the United States Maritime Commissioner, or who are drafted by the Union States Government for civilian services will upon their return, within ninety (90) calendar days from release from such services, be granted all seniority rights as if continuously employed by the Lucas County Coroner during such service.

Whenever vacancies occur by reason of military leave, appointments may be made for the duration of the emergency or earlier return to service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of permanent employees granted military leaves.

Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to employment with the Lucas County Coroner's office.

Section 5 An employee who is unable to work because of industrial (service connected) disability shall accumulate seniority during this period of sickness or disability not to exceed three (3) years duration.

ARTICLE 10
LOSS OF SENIORITY

Section 1 An employee shall lose seniority for any of the following reasons:

- a) The employee resigns his position in the service.
- b) The employee is discharged for just cause, and the discharge is sustained.
- c) After recall notice has been sent to the employee and the employee fails to

- report for work after ten (10) calendar days.
- d) The employee is absent of his own accord for a period of more than five (5) days, and fails to apply for a leave of absence.

ARTICLE 11 POSTING AND BIDDING

Section 1 When a vacancy occurs for any reason and management determines to fill the position, or when a new job is created and such job is within the bargaining unit, the job shall be posted for a period of five (5) days, excluding weekends and Holidays.

The parties agree that the Coroner is under no obligation to fill vacant positions within the Bargaining Unit from among the pool of Seasonal/Casual employees.

The Employer may abolish vacant positions because of a lack of work or a lack of funds. When a position is abolished, the Union shall be notified in writing, and upon request of the Union, the employer and the Union shall meet and discuss the matter.

Section 2 The job posting shall consist of a description of the job, the qualifications which shall include but not be limited to work record, absenteeism record, disciplinary record as well as the specific qualifications of the job, and the rate of pay for the job. Employees who bid on the job shall submit their bids to the Lucas County Coroner, or his designee, within the prescribed time limits. The posted job shall be awarded to the qualified employees with the most seniority and who has bid on the job.

Section 3 When an employee has bid on the job, and has been bypassed, the Employer shall inform the employee that he has not been selected, and where requested, the reason for his being bypassed.

The employee who was bypassed shall have the right to appeal the action through the grievance procedure within fifteen (15) days after having been informed of the action. When an employee has filed a grievance under this section, the position shall not be filled until the action has been reviewed through the Grievance Procedure.

Section 4 An employee, during the first forty-five (45) days in a promotional position may return to his former position. During the first forty-five (45) days an employee who is found unsuited for the work of the new job, shall be reinstated to his former position. An employee who exercises this provision shall not be able to bid on a promotional position for one (1) year.

**ARTICLE 12
LAYOFF PROCEDURE**

Section 1 The Employer may lay off employees only for a lack of work, lack of funds, or reorganization. The employer shall notify the Union at least thirty (30) days in advance of the layoff, and shall substantiate the reason for the layoff in writing. Upon request, the Employer shall meet with the Union and discuss the layoff.

Section 2 An employee who is designated for layoff, or whose job is abolished shall have the right to take the layoff, or displace any employee with less seniority within the same classification series, in accordance with Section 124.32 of the Ohio Revised Code.

Section 3 Employees shall be recalled to work in accordance with the Ohio Revised Code, Section 124.32 and the Administrative Rules.

**ARTICLE 13
LEAVES OF ABSENCE**

Section 1 An employee must have at least six (6) months of service to be eligible for unpaid leave of absence. A personal leave of absence at the request of the employee may be granted upon the approval of the Employer in accordance with the rules established herein. A request for a leave of absence of more than five (5) work days shall be in writing, in triplicate, and shall be signed by the Employer, stating the reason for said leave. One (1) copy shall be retained by the employee, and one (1) copy by the Employer, and one (1) copy by the Union Steward.

A leave of absence may be granted of up to sixty (60) calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence of sixty (60) calendar days or less, he/she shall be entitled to return to the position from which leave was granted. An employee on a leave of absence of more than sixty (60) calendar days shall be entitled to return to the same or similar position, the same pay grade, from which the leave was granted, except in the case of a leave of absence for the purpose of securing a job related educational experience, or an extended illness, in which case the employee shall be guaranteed his/her position.

An employee on an approved leave of absence shall continue to accumulate seniority during the period of absence.

Section 2 The Union shall be permitted two (2) days per year without pay to be used by members of the Union who are appointed or elected to attend conventions,

seminars, or conferences that are sponsored by the Union. The Union shall notify the employer at least five (5) days in advance of using this leave.

Section 3 When an employee must be absent from work due to fulfilling service obligations in the Reserves or National Guard, he shall be placed on an approved leave of absence during the period of time he is required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report back to work to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave as provided in this agreement.

Section 4 An employee having completed six (6) months of service who becomes pregnant will be granted maternity leave of absence without pay, up to a total of one hundred twenty (120) days in a calendar year. However, if she wishes, the employee may use any or all of her accrued sick leave and vacation leave up to one hundred twenty (120) days for maternity purposes, before going on leave of absence. The employee may return to work any time after the delivery of the child with the approval of her physician.

Should the maternity leave of absence without pay exceed six (6) months, the employee will be placed on disability leave.

Section 5 If an illness or disability continues past the time covered by earned sick leave, vacation leave, compensatory time and/or days, the employee shall be entitled to an unpaid leave of absence. However, if an illness continued past the expiration of the leave, a disability leave will then be granted in accordance with the Rules and Regulation of the Ohio Department of Administrative Services.

Section 6 A regular full time employee shall be granted three paid (3) workdays funeral pay, if requested, to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, sister, brother, spouse, children, stepchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

An employee may take one (1) or two (2) days to attend to the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial.

One day of sick pay shall be granted to attend the funeral of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, brother-in-law. Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted upon the furnishing of an affidavit to the Employer

setting forth the facts as to the special relationship. This time shall be deducted from the employee's accumulated sick days.

In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee upon giving notice shall have the right to take upon to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days.

Section 7 Any regular employee who is required to service in any court of record shall be paid his regular rate of pay during such periods. The employee shall remit to the Lucas County Treasurer whatever sum is paid to the employee as compensation by the court for his service.

Section 8 Upon approval of the Employer, an employee is entitled to a maximum of one (1) year education leave to be taken without pay. During this period an employee retains his seniority, and will be returned to his previous position upon returning.

Section 9 Employees may take leave of absence in accordance with the Family and Medical Leave Policy as adopted by the Board of Commissioners Resolution No. 9488, dated January 20, 1994. If there are any future changes management recognizes the need to bargain with the Union.

ARTICLE 14 SICK LEAVE

Section 1 All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours of service. Sick days shall continue to accumulate at such rate without any maximum limitations.

Section 2 Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness or injury of the employee; or illness or injury of a member of the employee's immediate family, that necessitates the employee's absence from work.

Section 3 The employee must notify the Employer within one (1) hour of his/her starting time when using sick leave.

Section 4 The Employer can require medical verification and/or take disciplinary action if excessive use of sick leave or abuse of sick leave is suspected. (Examples would be a patterned used of sick leave, consistent one day sick leave usage, limited amount of sick

leave on books without prior medical verification.

Section 5 The Employer agrees to convert to a cash payment a portion of an Employee's remaining sick leave upon his retirement from the Employer.

- A. For employees with ten (10) years or more service such conversion shall be based on thirty-three and one-third (33 1/3) percent of the value of the Employee's accrued but unused, sick leave credit up to a total of one-third (1/3) of one hundred twenty (120) days (nine hundred sixty [960] hours).

For employees having less than ten (10) years of service, such conversion shall be based on twenty-five (25) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total of one-fourth (1/4) of one hundred twenty (120) days (nine hundred sixty [960] hours).

- C. For employees with twenty (20) years or more of service such conversion shall be based on fifty (50) percent of the value of the Employee's accrued but unused, sick leave credit up to a total of four hundred eighty (480) hours.

In the event that an employee dies while in active service, the balance of his accrued but unused sick leave shall be payable to his estate, according to his years of service in (A) or (B) above. An employee who is in active pay status or who is on an approved leave of absence of six (6) months or less, is considered to be in active service for the purpose of this subsection.

Section 6. Each year, employees with more than one hundred forty four (144) hours in accumulated sick leave may convert a maximum of two (2) workdays per calendar year to personal leave. Each year, Non Investigator employees with more than two hundred (200) hours in accumulated sick leave may convert an additional two (2) workdays per calendar year to personal leave (for a total of four (4) days per year). Personal days must be scheduled in advance. All Personal Days must be used within the calendar year; they do not "roll over" to the following year, nor will unused Personal Days be "cashed out".

ARTICLE 15 EDUCATION CONFERENCES AND SEMINARS

Investigators and the mortician in the bargaining unit shall be permitted five (5) work days, with pay, to attend job-related conferences and seminars that are approved by the Lucas County Coroner. The employee shall notify the County Coroner in advance of the date, place, and sponsor of the conference or seminar. The County Coroner shall not unreasonably deny such approval.

ARTICLE 16 HOURS OF WORK

Section 1 Clerical Employees Clerical employees shall work five (5) consecutive days per week, Monday through Friday. The starting time shall be 8:30 a.m., the quitting time shall be 4:30 p.m. Clerical employees shall be permitted a one (1) hour lunch period and two (2) fifteen minute breaks, which may be combined with the permission of the Employer. One clerk shall work a shift from 9:00 a.m. to 5:00 p.m.

Section 2 Mortician The mortician shall work five (5) consecutive days per week, Monday through Friday. The starting time shall be 8:30 a.m., the quitting time shall be 4:30 p.m.

The Coroner has the option to change the schedule and/or the hours stated with the agreement of the Mortician.

The mortician shall receive a lunch period and breaks as specified in Section 1 of this article.

The duties of the mortician shall be designated by the Coroner.

Section 3 Investigators Investigators shall receive a lunch period and breaks as specified in Section 1 of this article.

Section 4 Overtime When an employee is required to work more than forty (40) hours in any calendar week, he/she shall be compensated for such time over forty (40) hours at one (1) and one half (1/2) times his/her regular rate of pay.

An employee may, at his/her option, take compensatory time off in lieu of overtime pay, on a time and one half (1/2) basis, at a time mutually convenient to the employee and the Employer.

Part-time employees shall be covered under this section. Part-time employees shall be paid time and one-half (1/2) if appropriate, even if Forty (40) hours have not been worked. Part-time employees who work more than eight (8) hours in a given three (3) shift cycle shall be entitled to time and one half for hours worked beyond eight (8).

Effective 12/31/02 the cap on compensatory time accrued shall be one hundred (120) hours.

Section 5 There shall be at least one (1) clerk in the office during lunch and break time to insure coverage of this office.

Section 6 Weekend-On-Call Investigators weekend-on-call duty shall be rotated among the investigators. ~~Effective 7-1-11~~ Investigators shall be paid **three hundred**

dollars (\$300) ~~two hundred thirty five dollars (\$235.00)~~ per weekend as on-call pay. If an investigator is called out, he shall be paid at the appropriate overtime rate.

Investigators shall be paid ~~three seventy five (\$3.75)~~ **seven dollars and fifty cents (\$7.50)** per released case related phone call handled at home during weekend-on-call or during a holiday defined under the contract.

Section 7 Investigators who are called in for meetings will be given a minimum of two (2) hours pay.

Section 8 Full-time autopsy room assistants will be paid ~~seventy five dollars (\$75.00)~~ **One Hundred dollars (\$100.00)** per day on call pay for Saturday and Sunday. Hours worked will not be deducted.

Part-time autopsy room assistants will be paid ~~seventy five dollars (\$75.00)~~ **one hundred dollars (\$100.00)** per day on-call pay for Saturday and Sunday. Hours worked will not be deducted.

Section 9 The Employer will provide one (1) pair of shoes annually for the Mortician and the Autopsy Room Assistant to be worn in the Autopsy Room.

ARTICLE 17 JOB DESCRIPTIONS

The Employer shall develop a job description for each **employee position** in the bargaining unit. All employees shall be provided with a copy of their job description.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

Employees temporarily required to work in a higher classification shall be paid the higher rate of pay. Employees required to work in a lower classification shall continue to earn their regular rate of pay. Opportunities to work out of classification shall be equalized among the employees qualified to perform the work.

ARTICLE 19 THE COUNTY PLAN

Section 1 The parties agree the Bargaining Unit is covered by the health care program(s) offered to County employees through the Board of County Commissioners. The provider(s) of health care and the scheduled of health benefits provided shall be the same as offered for all County employees through the Board of County Commissioners.

**ARTICLE 20
VACATION**

Section 1 Employees shall be entitled to a paid vacation in accordance with the following schedule:

After one year of service	10 work days
After seven (7) years of service	15 work days
After fourteen (14) years of service	20 work days
After twenty-four (24) years of service	25 work days

Section 2 Seniority shall be used in determining vacation schedules. Vacations may be accumulated for a period of time not to exceed three (3) years.

Section 3 If an employee becomes ill during his/her vacation, or a member of his/her family, as described in Article 13, such time shall be changed to sick leave or funeral leave, and not to vacation leave. An employee shall provide written notification to the employer, and shall provide a written statement from a physician, in the case of an illness; or a statement from a Funeral Director or other representative, in the case of a funeral.

**ARTICLE 21
HOLIDAYS**

Section 1. The following paid holidays shall be granted to all employees:

One-half New Year's Eve	New Year's Day
Martin Luther King Day	President's Day
One-half Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
One-half day Christmas Eve	Christmas Day
One-half Day all General Elections	

Section 2. If any of the holidays fall on a Sunday, the following Monday is considered the holiday. If any of the holidays fall on a Saturday, the preceding Friday shall be considered the holiday.

Section 3. Employees shall be entitled to one Personal Leave Day per year. Non Investigator employees shall be entitled to one (1) additional day for a total of two (2) personal leave per year. Such day may be taken after advance scheduling and mutual agreement between the Employer and employee as to the day to be taken.

**ARTICLE 22
TRAVEL**

Investigators shall be provided a county car to carry out their job duties. All other employees required to use their own vehicle in performance of their job duties shall be reimbursed at the I.R.S. standard per mile. Mileage shall be increased in accordance with the amounts and in the effective date as provided for in the consolidated agreement between AFSCME Local #544 and the Lucas County Board of Commissioners.

**ARTICLE 23
MAINTENANCE OF STANDARDS**

The Employer agrees that conditions of employment in its individual operation relating to hours of work, overtime differentials, and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement, and the conditions shall be improved wherever specific provisions for improvement are made elsewhere in this agreement. It is further understood and agreed that any wages, hours or working conditions that are in excess of those established herein shall not be reduced during the life of this Agreement.

**ARTICLE 24
SUBCONTRACTING**

Except for emergencies involving public health, welfare, and safety, the Employer shall not subcontract work or services that would shrink or inhibit the growth of the bargaining unit.

The parties agree that this would not prohibit the Employer from contracting out work or services of a nature or size that could not be performed by regular employees.

**ARTICLE 25
SAVINGS CLAUSE**

This agreement is intended to conform to the Ohio Revised Code. If any article or section of this contract or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be reinstated by such tribunal pending final determination as to its validity, the remainder of this agreement and of any rider thereto of the circumstances other than these as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 26
WAGES**

~~Effective the first pay period of the payroll year 2008-11 all employees will receive a 2% 0% wage increase.~~

~~Either party may re-open the Agreement with respect to wages, on call, and phone calls (includes furlough days) by notice to the other party on or after November 1, 2008 11, for calendar year 2009 12; and on or after November 1, 2009 12 for calendar year 2010 13.~~

In the event such notice is given, the parties shall proceed in accordance with the provisions of Section 4117.14 of the Ohio Revised Code. Provided the terms of that Section are complied with, the Union shall retain the right to strike during said re-openers.

Employees shall be paid in accordance with the following schedule:

Effective the first pay period of the payroll year 2014, all employees will receive a 3% wage increase

There shall be a wage re-opener in the second year of the contract

There shall be a wage re-opener in the third year of the contract.

**ARTICLE 27
CLOTHING ALLOWANCE**

Investigators shall be compensated on a prorated basis in the amount of three hundred (\$300.00) dollars annual clothing replacement and maintenance allowance. Such payments will be made: one hundred fifty (\$150.00) dollars February 1st of each year and one hundred fifty (\$150.00) dollars June 1st of each year. These payments become effective in 1988.

**ARTICLE 28
BONUS DAYS**

The employee shall be given bonus days provided he/she earned sick pay benefits

LCCO 2014 Pay Scale

BU POSITION	STEP 1			
	Pay Grade	Hourly Rate	Bi-Weekly	Annual
Autopsy Assistant		11.86	948.8	24,668.82
Autopsy Technician		15.09	1206.95	31,380.73
Autopsy Tech 2		15.82	1265.41	32,900.83
Secretary		15.884	1,270.75	33,039.57
Transcriber Secretary		16.87	1349.79	35,094.56
Investigator		22.86	1,828.86	47,550.51
Mortician		23.61	1888.51	49,101.32
Mortuary Supervisor		25.44	2034.9	52,907.43
Cert. Death Investigator		24	1920.45	49,931.86
Toxicology Tech		25.395	2,031.61	52,821.90

BU POSITION	STEP 2			
	Pay Grade	Hourly Rate	Bi-Weekly	Annual
		12.22	977.28	25408.33
		15.54	1,243.22	32,323.82
		16.31	1265.41	32,900.83
		16.361	1,308.92	34,032.17
		17.38	1390.03	36,147.93
		23.55	1883.75	48,977.53
		24.726	1,978.11	51,430.90
		26.16	2092.55	54406.46

BU POSITION	STEP 3			
	Pay Grade	Hourly Rate	Bi-Weekly	Annual
		12.58	1006.62	26,172.26
		16.07	1280.53	33,293.91
		16.81	1344.93	34,968.25
		16.85	1348.23	35,054.04
		17.9	1432.03	37,232.82
		24.266	1,941.31	50,474.29
		25.47	2037.49	52974.96
		26.94	2155.4	56,040.54

BU POSITION	STEP 4			
	Pay Grade	Hourly Rate	Bi-Weekly	Annual
		12.96	1036.84	26,957.90
		16.49	1318.97	34,293.27
		17.331	1,386.53	36,050.00
		17.36	1388.74	36,107.42
		18.44	1475.05	38,351.57
		24.98	1988.54	51,962.09
		26.232	2,098.61	54,564.02
		27.75	2,220.07	57,721.90

NBU POSITION	Pay Grade	Hourly Rate	Bi-Weekly	Annual
Director 1		Vacant Pos		
Director 2		30.58	2,446.65	63,607.85
Director 3		55.197	4,415.81	114,811.21
Pathologist 1		72.80	5,824.03	151,424.83
Pathologist 2		71.32	5,705.37	148,339.77
Pathologist 3		69.32	5,546.34	144,204.94
Toxicology Supervisor		33.673	2,693.84	70,040.00

in the previous year in accordance with the Bonus Day Table set forth below. Employees begin accumulating bonus days per Bonus Days Cancellation Table in 1985.

BONUS DAYS - CANCELLATION TABLE

Months Worked	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4.5	4	3.5	3	2	1	.5	0
11	4.5	4.5	4.5	4	3.5	3	2.5	1.5	.5	0	
10	4	4	4	4	3.5	3	2.5	2	1	0	
9	3.5	3.5	3.5	3	2.5	2	1.5	.5	0		
8	3	3	3	2.5	2	1.5	1	0			
7	2.5	2.5	2.5	2	1.5	.5	0				
6	2	2	2	1.5	1	.5	0				
5	1.5	1.5	1.5	1	.5	0					
4	1	1	1	.5	0						
3	.5	.5	.5	0							

ARTICLE 29

2011 For 2011 employees will take five (5) furlough days. The Coroner will guarantee that there will be no bargaining unit layoffs in 2011.

ARTICLE 30

P.E.O.P.L.E.

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntary executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted.

Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 31 LABOR MANAGEMENT CONFERENCE

Section 21.1 General In the interest of effective communications, either party may at any time, request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending.

A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, unless mutually agreed otherwise by the parties.

The provisions of this Section may be revised and/or otherwise altered only by mutual consent of the parties. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the union of changes made by the Employer which affect employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the union representative the opportunity to share the view of employees and/or make suggestions on subjects of interest to the employees.

F. Discuss ways to increase productivity and improve efficiency.

G. Consider and discuss health and safety matters relating to employees.

There shall be no more than three (3) representatives for each party in attendance at the Labor-Management Conference.

ARTICLE 32
Termination **DURATION OF AGREEMENT**

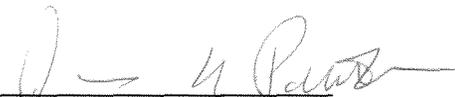
Section 1. This Agreement shall ~~remain in effect~~ is effective from 12:01 a.m. January 1, 2014 2014, and shall **remain in full force and effect until its expiration at midnight, through** December 31, 2013 2016, and year to year thereafter, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other of its intent to negotiate or terminate, modify, or negotiate a successor agreement.

FOR THE UNION

FOR THE EMPLOYER



David L. Blyth, Staff Representative
AFSCME Ohio Council 8



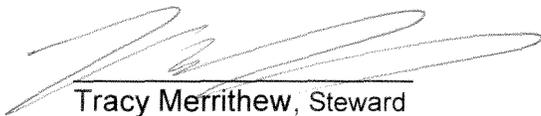
James R. Patrick, M.D.
Lucas County Coroner



Steve Kahle, Steward

4/10/14

Date



Tracy Merrithew, Steward

4-10-14

Date