



# AGREEMENT

13-MED-09-1045  
0746-01  
K30338  
01/07/2014

BETWEEN

**THE FRANKLIN COUNTY CORONER'S OFFICE**

AND



**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

SERB CASE NUMBER 01-REP-04-0176

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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ARTICLE 1.  
**AGREEMENT/PURPOSE**

Section 1.1

This Agreement entered into by the Franklin County Coroner's Office, hereinafter referred to as the "Employer" or "Coroner", and The Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP" or "OLC" or "Union" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

This agreement supersedes all prior agreements heretofore made by and between the parties.

Section 1.2

The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated and signed by the parties to this Agreement.

Section 1.3

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to demand negotiations on any subject except as may be provided by Ohio Revised Code 4117.08(C).and/or the State Employees Relations Board.

ARTICLE 2.  
**RECOGNITION**

Section 2.1

The employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certificates issued by the Ohio State Employment Relations Board in case number 01-Rep-07-0176 dated 12-13-2001 which included all full-time and regular part-time forensic and morgue technicians.

But excluding:

Supervisors, managerial employees confidential employees, Lead Technician for Morgue and Investigation, Chief Toxicologist, Toxicologist, Pathologist and Pathology Secretary; IT Manager and Network Supervisor; Chief Fiscal Officer, Case Secretaries.

#### Section 2.2

The term "employee" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classifications as set forth in Section 2.1 of this agreement.

#### Section 2.3

In the event of a change of duties of a position within the bargaining unit, or in the event a new position is created within the department, the Employer shall determine whether the new or changed position will be included in, or excluded from the bargaining unit and shall so advise the FOP/OLC in writing within thirty (30) calendar days. If the FOP/OLC disputes the Employer's determination of the bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within a reasonable period of time. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP/OLC. If the parties do not agree, the position shall be subject to the challenge by the FOP/OLC to the State of Ohio Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

### ARTICLE 3. MANAGEMENT RIGHTS

#### Section 3.1

To assure that the Employer continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Employer retains the right to determine agency policies, procedures, and to manage the affairs of the Agency.

#### Section 3.2 **Management Rights.**

Except where otherwise specifically limited by this Agreement, the Employer retains all rights to manage the Agency, including, but not limited to, the rights to:

- A. Determine the overall mission of the Employer as a governmental unit, and take actions to carry out that mission;
- B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;
- C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work or operation of the Employer, except that the Employer agrees to bargain over the effects of

- the contracting out or subcontracting. Further, contracting out or subcontracting will not be done for any unlawful purpose;
- D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;\
  - E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;
  - F. Restrict the activity of an employee organization on the Employer's time except as set forth in this Agreement;
  - G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;
  - H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;
  - I. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
  - J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take other personnel actions for non- disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
  - K. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;
  - L. Lay-off employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would not be cost efficient;
  - M. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

#### ARTICLE 4. FOP/OLC SECURITY

##### Section 4.1

The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining units.

##### Section 4.2

The Employer agrees to deduct FOP/OLC membership dues once each pay period from the pay of any eligible employee in the bargaining units upon receiving written authorization signed individually and voluntarily by the employee. The employee or designee must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

##### Section 4.3

As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, employees in the bargaining units who are not members of the FOP/OLC, including employees who resign from membership in the

FOP/OLC, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require written authorization of the employee. This provision shall not require any employee to become or to remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining units. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee, along with the breakdown of its use, prior to the implementation of this section. If an employee challenges through the Courts, the State Employment Relations Board, or through a lawful rebate procedure which has already been established by the FOP/OLC the deduction of the fair share fee, the employees deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached. The party, in whose favor the resolution is determined, shall receive the escrowed funds, including interest, if any.

#### Section 4.4

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues or fair share fees. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

#### Section 4.5

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (A) termination of employment; (B) transfer to a job other than the one covered by the bargaining units; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the check-off authorization; or (F) resignation of the employee from the FOP/OLC.

#### Section 4.6

The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

#### Section 4.7

The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is mutually agreed by the parties to this Agreement that an error was made, it will be corrected within a reasonable period of time, which will typically be at the next pay period that the FOP/OLC dues or fair share fee deduction would normally be made by deducting the proper amount.

#### Section 4.8

The rate of which dues are to be deducted shall be certified to the Employer or designee by the FOP/OLC by December of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Section 4.9

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee. The address to send dues, fees, and assessments is FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 5.  
**FOP/OLC REPRESENTATION**

Section 5.1

Representatives of the FOP/OLC shall be given reasonable access to the Employer's facilities, with prior notice to the Director, for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall contact the Employer or the Employer's designee.

Section 5.2

The Employer shall recognize up to one (1) employee representing the bargaining unit specified in Section 2.1, designated by the FOP/OLC to act as FOP/OLC Associate for the purpose of processing grievances in accordance with the Grievance Procedure. The Associate, or in their absence or inability to perform their function, designated alternate shall be recognized as a representative, as provided herein.

Section 5.3

The FOP/OLC shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate Supervisor
- E. FOP/OLC office held

The Employer shall recognize no employee as FOP/OLC Associates until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 5.4

The investigation or writing of grievances (alleged or filed) by the Associate may be performed during working hours when such activity does not interfere with the performance of the Associate's assigned duties. The following are considered authorized representational activities, which may be conducted during an Associate's work time when release of the Associate will not unduly disrupt the operation of the Department:

- A. Preparation for and attendance at grievance and disciplinary hearing. The Associate will be given a reasonable amount of time immediately prior to a hearing for preparation.

- B. Investigation of any situation involving a work related injury or death of a bargaining unit member.
- C. Any other representational activity specifically authorized by this agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his/her designee.
- D. A reasonable amount of paid time to consult with non-employee representatives of the FOP/OLC.

After obtaining permission to engage in representational activities as provided for in this Section, each Associate or alternate will notify the appropriate supervisor of any absence from the associate's work assignment. Upon entering any work area other than the employee's own work area, and prior to engaging in any representational activities provided for in this Section, the Associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity to be performed. The Associate shall not be released for more than one (1) hour per workweek to perform these representational activities.

#### Section 5.5

The FOP/OLC shall be permitted to utilize interdepartmental mail system in order to communicate confidentially with bargaining unit members, without cost to the FOP/OLC. The FOP/OLC agrees that the use of the mail system will be reasonable and be limited to the normal conduct of business. All FOP/OLC mail placed into the interdepartmental mail system shall be the property of whom it is addressed and such mail will not be subject to review by others.

#### Section 5.6

The FOP/OLC shall be permitted, upon prior notification to the Employer, to place ballot boxes in the work place for the purpose of collecting employee's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Employer or other non-bargaining unit staff.

#### Section 5.7

The Employer shall provide Union Representatives two (2) paid days off during each year of this Agreement to attend training provided by the Union, unless it would be disruptive to County operations or scheduling. Employees shall provide the Employer with fifteen (15) calendar days advanced notice of such training.

#### Section 5.8

If negotiations occur during the employee's regularly scheduled work hours or if the employee's work hours are modified to accommodate the negotiating sessions, and adjusted to coincide with negotiating sessions, the hours in attendance at negotiating sessions during the employee's scheduled work hours will be paid for by the Employer.

ARTICLE 6.  
**NON-DISCRIMINATION**

Section 6.1

The Employer and the FOP/OLC agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, or FOP/OLC membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, and therefore are not subject to the Grievance Procedure Article.

Section 6.2

Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

Section 6.3

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed also to include the female gender, unless otherwise indicated.

ARTICLE 7.  
**LABOR/MANAGEMENT MEETINGS**

Section 7.1

In the interest of sound labor/management relations, the Coroner or designee and the Union agree to meet one (1) time per month for the purpose of discussing matters contained below. The meeting will be scheduled by the Coroner or designee. The meeting shall consist of the Coroner and/or designee(s), up to two (2) bargaining unit members, and up to one (1) non-employee FOP/OLC representative. An agenda may be presented prior to the meeting to facilitate in the efficiency of the meeting. The meeting shall cover items of mutual concern such as:

- A. The administration of this agreement
- B. Notification of any changes made by the Employer that may affect the employees
- C. Discussion of grievances that have not been settled, when the discussions are agreed upon by all affected parties
- D. General information that may affect both Employer and employees
- E. Ways to improve work efficiency and work performance
- F. Health and safety matters
- G. Training matters

Attendance by an employee representative may be during the employee's scheduled work shift.

ARTICLE 8.  
**SMOKING/SEXUAL HARASSMENT POLICY**

Section 8.1

Smoking any tobacco products is prohibited in all county buildings and county owned or leased vehicles, consistent with County Policy that was effective on June 1, 1993. Violations of this article are subject to discipline.

Section 8.2

Sexual harassment in any form, including verbal, physical, or visual is prohibited by County Policy. This action applies to all employees covered under this Agreement.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either: A) submissions to such conduct is made an explicit or implicit term or condition of employment; B) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or C) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Violations of this article are subject to discipline, up to and including dismissal.

Any employee who believes said employee has been harassed by a co-worker, supervisor or agent of the county should promptly report the facts of the incident or incidents and the names of the individuals involved to the employee's supervisor, or in the alternative, to the Coroner Director. The supervisor or the Coroner Director shall gather the initial facts regarding the incident or incidents. The investigation of allegations of sexual harassment will be handled by the Coroner's designee.

ARTICLE 9.  
**GRIEVANCE PROCEDURE**

Section 9.1

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach or misinterpretation of this Agreement. It shall also apply to the discipline, including the discharge, of any non-probationary employee. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws or by the United States or Ohio State Constitutions.

Section 9.2

There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 9.3

Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as a remedy some other official body (and that body takes jurisdiction), the employee is thereafter denied the remedy of the grievance procedure provided herein.

#### Section 9.4

All employees will make an earnest effort to settle differences and disputes with their supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the bargaining unit to involve the next higher step in the grievance procedure. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. All daytime periods in the grievance procedure are calendar days, not including observed holidays by this Agreement. Grievances will be processed in the following manner and within the stated time limited:

**Informal Procedure.** An employee having the individual grievance will first attempt to resolve it informally with the employee's immediate supervisor. Such attempt at informal resolution shall be made by the employee, with or without Union representation, within ten (10) days following the event or circumstances giving rise to the grievance having occurred or having reasonable cause to be aware of circumstances arising to the grievance. There is no requirement that the grievance be submitted in writing. If the supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance shall be furnished. If an employee is not satisfied with the oral response from the immediate supervisor, which shall be given within ten (10) days, the employee may continue to the next step.

**Step 1.** An employee not satisfied with the informal procedure response, shall within five (5) days, file the grievance with the Director. The grievance shall be recorded on a "Grievance Report Form" supplied by the Ohio Labor Council, Inc. The Director shall meet with the grievant and an OLC Associate within ten (10) days of the grievance being filed. The Director will have up to ten (10) days to provide a written answer to the grievance.

**Step 2.** If the grievance is not satisfactorily settled at the above step, the grievance may be appealed to the Coroner within ten (10) days of the Director's issuance of a written answer to the grievance. The Coroner shall have ten (10) days after receipt of the grievance to schedule a meeting with the grievant and his representative. The Coroner shall investigate and respond in writing back to the grievant within ten (10) days of the meeting.

The parties may mutually agree to waive the timelines outlined in this Section, but any such agreement must be in writing, signed by the Coroner or designee and the FOP representative.

#### Section 9.5

The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) days, the FOP/OLC shall notify the Employer (in writing) of its intent to seek arbitration over an unresolved grievance. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. The party or parties canceling the arbitration shall pay any cancellation fee due the arbitrator. Any grievance not submitted (in writing) within

the fourteen (14) day period described above shall be deemed settled on the basis of the last answer given by the Employer.

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue can be arbitrated within the arbitrator's jurisdiction to decide. If the arbitrator rules to have jurisdiction in this grievance based on arbitrability, the arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The Arbitrator may not modify, alter, or amend the Agreement. No less than five (5) days prior to the beginning of the arbitration hearing, both parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, and the Employer. The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the testimony, arguments, and submission of the final briefs.
- D. The fees and other costs for the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP/OLC. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Employees not on duty when such grievance and arbitration hearings take place will not receive compensation for such proceedings.

#### Section 9.6

When an employee covered by this Agreement chooses self-representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of the right to be present at the adjustment.

#### Section 9.7

The FOP/OLC shall provide and maintain the "Grievance Report Form" identified in section 9.4, step 1. The FOP/OLC shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms. All grievance forms shall contain the following information:

- A. Grievied employee's name and signature
- B. Grievied employee's classification
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed
- D. Date grievance was filed in writing
- E. Date grievance occurred
- F. Location the grievance occurred
- G. A brief description of the incident giving rise to the grievance
- H. Specific articles of the Agreement violated
- I. Desired remedy to resolve the grievance.

Section 9.8

Any grievances filed as class action grievances shall contain the signatures of all those employees that are included in the class action grievance. A class action grievance is any grievance that applies to more than one bargaining unit member.

ARTICLE 10.  
**THE DISCIPLINARY SYSTEM**

Section 10.1

In order for the Employer to maintain a desirable standard of employee conduct and level of productivity, certain policies must be enforced. The Director has the responsibility of administering disciplinary policies concerning employees. Generally, the Employer follows the concept of progressive discipline. However, some misconduct may justify immediate suspension or dismissal. If an employee violates a County, Departmental or Agency rule or policy, disciplinary action may be necessary, including the following steps:

- A. An Oral warning (documented) will be conducted with an employee if there is an indication of unsatisfactory work or poor behavior.
- B. A Written Warning will be given to the employee to let the employee know where the employee has fallen short of the Employer's standards of conduct. Employees will also be told if their conduct has placed their jobs in jeopardy, and penalties for continued violations will be outlined.
- C. A one (1) day suspension without pay
- D. A Three (3) Day Suspension without pay.
- E. A Five (5) Day Suspension without pay.
- F. Dismissal or Removal with notice of discharge.

In all cases of warning, suspensions, or removals, the employee shall be issued a copy of a notice of such and shall be informed that the order will be made a part of the employee's personnel file. Employees may, at this point, file a response or objection to the disciplinary action. This response or objection will be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice, as proof that they actually received the notice.

Section 10.2

Non-probationary employees shall not be disciplined except for just cause.

Section 10.3

Whenever the Employer and/or designee determines that there may be cause for an employee to receive a documented oral warning or a written warning, the employee and Union shall receive a copy of the warning.

Section 10.4

Whenever the Employer and/or designee determines that there may be cause for an employee to be suspended or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Notice of the pre-disciplinary conference shall be provided to the employee and the Union at least forty-eight (48) hours prior to the scheduled hearing. The Union shall have the right to be present at any pre-disciplinary conference to represent the employee.

Section 10.5

Any employee in disagreement with the disciplinary action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 10.6

All actions of record (documented oral warning, written warning-, suspensions, reductions and removals) will be permanently maintained in each bargaining unit member's personnel file. In addition, the following provisions apply:

- A. In any case in which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, or where a settlement agreement so requires, such action of record shall not be considered in any further action.
- B. Documented oral reprimands shall not be used for any purpose if twelve (12) months have passed since the date of the warning, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.
- C. Written reprimands shall not be used for any purpose if twenty-four (24) months have passed since the date of the warning, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.
- D. Suspensions shall not be used for any purpose if thirty-six (36) months have passed since the date of the suspension, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

ARTICLE 11.  
**PERSONNEL FILES**

**Section 11.1**

Each employee may request to review their own official personnel file maintained by the Employer. Review of the individual's personnel file shall be by scheduled appointment, requested in writing or by telephone or by person to the Employer or designee. Appointments shall be during the regular scheduled work hours of the Employer or designee. An employee may choose have a representative to accompany the employee during such review. Any employee may copy documents from their Official personnel file. An employee may also authorize an attorney or Union representative to review such file by written authorization including signature.

**Section 11.2**

If an unfavorable statement or notation is in the Official personnel file, the employee shall be given the opportunity to place a statement of explanation or rebuttal with the unfavorable statement. No material of any type shall be included in the employee's Official personnel file, without knowledge of the employee.

**Section 11.3**

All requests by the public or outside parties to review an employee's Official personnel shall be processed in accordance with the following information:

- A. The person that requests the information shall be asked for their name and address, but not required to give such information to review the employee's personnel file. The request will be processed in accordance with the law.
- B. Employees will be made aware that a request has been made to review their files.
- C. Prior to the release of information, the Coroner or designee will review the records to make sure it contains no confidential information.
- D. A Coroner's Office employee must remain with the files during the time the files are being reviewed so that nothing can be added or removed.

**Section 11.4**

The signing of any material in an employee's Official personnel file does not necessarily indicate agreement, but acknowledges **the employee** has seen the material.

**Section 11.5**

An employee's medical records shall be kept in a separate file. Only the employee and the Employer shall have access to an employee's medical records. Release of an employee's medical records to anyone else shall only be authorized upon a signed written release by the employee or by a lawful subpoena issued by a court or administrative order.

ARTICLE 12.  
**PROBATIONARY PERIODS**

Section 12.1

Every newly hired full-time employee of the Franklin County Coroner's Office whose classification is covered by this Agreement will be required to successfully complete a one hundred and twenty (120) calendar days probationary period. Every newly hired part-time employee will be required to complete a seven hundred (700) hour probationary period. A probationary employee shall have no recourse through the grievance procedure outlined in Article 9 of this Agreement for any type of discipline. The Employer will have no obligation to the Union to furnish reasons for the termination of any employee during the probationary period.

Section 12.2

Upon satisfactory completion of the probationary period, the employee will be given regular full-time or part-time status and shall have all of the rights of other employees covered under this Agreement.

ARTICLE 13.  
**SENIORITY**

Section 13.1

Department seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Franklin County Coroner's Office. A probationary employee shall have no seniority until satisfactorily completion of the probationary period. After completion of the probationary period, the seniority time will be retroactive to the original date of hire as a full-time employee of the agency.

Part-time employees will be listed separately. Their seniority will be determined by the total number of hours they have worked at the Franklin County Coroner's office. This list will be used for consideration for full-time employment opportunities as they become available.

Section 13.2

Department seniority shall be terminated in the following situations:

- A. Resignation of the employee
- B. Discharge of employee for just cause and cause is upheld
- C. The employee fails to return at the expiration of a leave of absence
- D. The employee fails to report after a recall from a layoff in the specified time period
- E. The employee is laid off for a period greater than twelve (12) consecutive months.

Section 13.3

Seniority will be used to decide among multiple candidates with equal qualifications applying for assignments or promotions.

ARTICLE 14.  
**LAYOFF/POSITION ABOLISHMENT/RECALL**

Section 14.1

The Coroner may layoff from the work force whenever a reduction in force is necessary due to: lack of work, lack of funds or projected lack of funds, job abolishment, or reorganization.

Section 14.2

Bargaining unit employees shall be laid off in the following order:

Part-time employees who have not completed their probationary period;

Part-time employees who have completed their probationary period;

Full-time employees who have not completed their probationary period;

Full-time employees who have completed their probationary period.

Section 14.3

Layoffs shall be based upon seniority as defined in Article 13 of this Agreement. The Coroner will layoff employees in the order of least seniority to most seniority for each category stated in Section 14.2.

Section 14.4

The employee shall be given at least fifteen (15) calendar days advance written notice of layoff indicating the circumstances which made the layoff necessary, unless an emergency arose that would not permit fifteen (15) calendar days advance notice.

Section 14.5

All employees shall be recalled to their classification in the reverse order of their layoff. Employees who have been laid-off shall be eligible for recall for a period of twelve (12) months from the effective date of the layoff. An employee on layoff will be given ten (10) work days notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to the last known address as shown on the County's records).

Section 14.6

Employees must notify the Employer within the ten (10) work day notice period of their acceptance or rejection of the offer of recall. Failure to notify the Employer within the established ten (10) work day period shall be deemed a rejection of the offer of recall and result in an immediate termination of seniority and employment and no further offer of employment shall be made.

ARTICLE 15.  
**BULLETIN BOARDS**

Section 15.1

The Employer will provide space for a bulletin board and provide the bulletin board for exclusive use by the Union. The bulletin board will be located in a conspicuous and mutually agreed upon location where it will be available to all employees. Any notices or literature posted do not have to be approved by the Employer prior to being posted. The Union agrees that no notices will be posted on the bulletin board that contains any or all of the following:

- A. Personal attacks upon any employees of the county
- B. Scandalous or derogatory attacks upon the administration or elected County Officials
- C. Any obscene or offensive materials
- D. Attacks on any other employee organization.

Section 15.2

The Coroner or designee, shall cause to be removed, anything posted on the bulletin board that is in violation of this Article.

ARTICLE 16.  
**WORK RULES**

Section 16.1

The Employer agrees that the rules and regulations or standard operating procedures of the Franklin County Coroner's Office shall be furnished to all bargaining unit employees in written form.

Section 16.2

To the extent possible the Employer agrees that amendments to the rules and regulations or standard operating procedures shall be provided to the Union in written form fourteen (14) calendar days in advance of their implementation.

Section 16.3

The rules and regulations or standard operating procedures shall be applied consistently by the Employer and may not violate any provisions of this Agreement, or any Federal, State or Local Laws.

Section 16.4

Job descriptions shall be furnished to all employees in written form. Any changes in job descriptions shall be reduced to writing, fourteen (14) calendar days in advance of implementation.

ARTICLE 17.  
**PERFORMANCE EVALUATIONS**

Section 17.1

An employee's signature is required on any performance evaluation. This signature shall only state that the employee has read the evaluation. No subsequent comments shall be added to the evaluation once signed by the employee and the employee's supervisors.

Section 17.2

An employee may respond in writing to a performance evaluation prior to signing the evaluation, which will become part of the evaluation.

ARTICLE 18.  
**OUTSIDE EMPLOYMENT**

Section 18.1

An employee may have outside employment if there is no conflict of interest with the employee's county employment, as long as it does not impair performance as a county employee. No employee may consult, testify, or provide services, which are similar in nature to the job they hold with the Franklin County Coroner's Office.

ARTICLE 19.  
**COURT TIME**

Section 19.1

Court time shall be paid to any employee that is subpoenaed to testify at court about matters relating to the duties of the Coroner's Office while off duty. For each court appearance, the affected employee shall be paid for actual time at the court with a three (3) hour minimum.

ARTICLE 20.  
**WORK HOURS AND OVERTIME**

Section 20.1

This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purposes of promoting efficiency, improving services, or from establishing the work schedules of employees. This Article is not intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or week.

#### Section 20.2

The standard workweek for all full time employees covered by the terms of this Agreement shall be forty (40) hours. The workweek shall be computed based on a work period from 12:01 A.M. Monday of each calendar week until 12 midnight the following Sunday. The Employer shall take reasonable steps to insure that the rotation of shifts and weekend coverage will be equitable to all full-time employees.

#### Section 20.3

Overtime is defined as any hours actually worked in excess of forty (40) hours in one (1) work week. Any hours that are in excess of those hours just stated shall be compensated at one and one-half (1.5) times the regular rate of pay. The forty (40) hours per week will include actual work time and approved vacation/compensatory time leave to compute when an employee becomes eligible for overtime status in that workweek.

#### Section 20.4

The Employer or designee shall rotate the overtime opportunities, beginning with the employee with the least amount of overtime hours in the division requiring the overtime hours. The Employer shall maintain a list of the overtime roster with the names of the employees and the hours worked and refused by each employee. Errors in the distribution of hours shall be corrected at the earliest opportunity for overtime to be assigned.

#### Section 20.5

If the Employer or designee has exhausted the list of potential employees for overtime opportunities, the Director or designee may order employees by mandatory assignment, excluding those employees on vacation. Mandatory overtime assignments shall be made in reverse order of division seniority. If the need is greater than the staffing available, then the Director or designee may utilize employees on vacation as the last resort.

#### Section 20.6

Throughout this entire Agreement, there shall be no pyramiding of time or compounding of overtime for premium payments.

#### Section 20.7

Any employee called out during hours not scheduled, shall receive a minimum of four (4) hours of pay at the appropriate rate of pay for each call out, but not less than the actual time spent on the call out. All pre-scheduled call-ins (i.e., meetings, training etc.) shall be paid at a minimum rate of one (1) hour.

#### Section 20.8

The Employer will provide a cell phone to the bargaining unit member assigned to on-call duty. The cell phone will be assigned to the employee at their last shift prior to the on-call duty. The cell phone is to be used strictly for Coroner business. Employees assigned to on call duty shall receive one (1) hour pay for each tour of duty or portion of a tour of duty.

#### Section 20.9

Part-time employees will be provided a copy of the following month's schedule in advance of the schedule being filled. During the monthly meeting held at the Franklin County Coroner's Office, the schedule shall be completed by the part time employees giving their preference of dates available to work. If there are more than the required number of employees requesting the same shift, the decision which employee works will be decided solely by the management staff. If no one requests to fill a specific shift, then the management staff will decide which employees will fill the open shifts.

#### Section 20.10

Subject to departmental staffing requirements, employees may be permitted to voluntarily trade work shifts or days off within the same work week, providing the employees must inform and get permission from their supervisor in advance of any voluntary trade. Any trading of work shifts between part-time employees and full-time employees shall be approved in advance by the Director. No employees may trade with other employees for the purpose of achieving overtime. Trades of shifts will not normally be denied unless there are specific reasons that can be articulated to the members for denial based on the operational needs of the agency.

### ARTICLE 21. **JURY DUTY**

#### Section 21.1

Any full-time employee who is summoned for jury duty shall be granted leave with full pay for the day of the jury duty. An employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. Leave shall commence on the date of appearance noted on such summons. The Employer shall be notified immediately upon completion of the jury duty obligation.

#### Section 21.2

Any compensation or reimbursement for jury duty shall be remitted to the Employer. If the employee is released early from the jury duty obligation, the employee shall report to work in order to complete their assigned shift, provided that three (3) or more hours remain in such shift. In the cases of employees working other than the day shift when they are called to jury duty, the affected employee will be scheduled a day shift for that day or week in which the employee is required to report for jury duty.

#### Section 21.3

It is permissible for an employee to be moved from the employee full-time schedule slot on a temporary basis to cover for a full-time employee that is moved from another shift to day shift to be available for jury duty in this section. Upon completion of the jury duty, the affected employees will return to their normal shift rotation. (Also known as a temporary transfer or TT). Any temporary transfers will be filled first by volunteers, then by the least senior person on the affected shift.

ARTICLE 22.  
**CLOTHING/EQUIPMENT**

Section 22.1

All Forensic Technicians shall each receive protective work scene clothing. Protective work scene clothing shall include coveralls, jacket, and a hard hat. Each Forensic Technician will be given a working evidence scene bag. Items that are replaced will be replaced at the Employer's expense.

Section 22.2

Employees may be held responsible for replacing any items of equipment that are provided by the Employer, if such replacement is caused by neglect or intentional misuse by the employee.

Section 22.3

Upon separation from the Franklin County Coroner's Office, each employee is responsible to return all equipment assigned to the employee. Any equipment not turned in may result in the dollar value of the item(s) being withheld from the separated employee's final paycheck.

Section 22.4

If an employee receives payment through a restitution order issued by a judge for the damaged items, the Employer shall be reimbursed for monies paid from section 22.1 up to the maximum amount the employer paid, not to exceed the amount the employee received through the court restitution process.

Section 22.5

For employees required by the Employer to wear uniforms (as listed in Appendix A) or standardized clothing by the Employer, the Employer agrees to provide the uniforms or standardized clothing to the employees at no cost to the employees. Employees may be held responsible for replacing, at their own expense, any uniform or standardized clothing that is damaged as a result of the employee's neglect or intentional misuse. The Employer agrees to replace all required uniforms or standardized clothing upon a demonstration of sufficient wear and tear to the uniform or standardized clothing as determined by the Employer. Any required uniforms or standardized clothing issued by the Employer shall only be used for the Employer's official business.

Section 22.6

The Employer shall provide an on-site laundry facility for any uniforms or standardized clothing required by the Employer.

**Section 22.8**

The dress code for purpose of the forensic technician uniform is to ensure that personnel are easily identifiable to the public and law enforcement personnel. A properly worn uniform projects an image of professionalism to the public. A Franklin County Coroner's Office forensic technician's appearance influences the public's perception of both the individual and the

organization as a whole. A neat professional appearance inspires confidence in the employee's abilities.

- A. Forensic technicians shall wear the uniform while functioning as a medicolegal death investigator
- B. Only authorized uniform garments may be worn
- C. Employees shall maintain their uniforms
- D. Uniforms shall be clean and neatly pressed; shoes shall be polished
- E. Uniforms requirements
  - i. A plain belt shall be worn with the uniform pants
  - ii. Eyeglasses and sunglasses shall be in good taste
  - iii. Jewelry
    - 1. A wristwatch, bracelet, and two (2) rings may be worn, as long as the style is in good taste
  - iv. Shirts
    - 1. Sleeves shall not be rolled up
    - 2. A plain (no logos or other writing) white crew neck t-shirt shall be worn under the shirt
  - v. Socks
    - 1. Plain black or dark blue socks shall be worn
  - vi. Physical appearance standards
    - 1. Hair
      - a. Hair shall be maintained in a neat and clean condition
      - b. Hair color shall be restricted to naturally occurring hair colors only.
    - 2. Facial hair
      - a. Sideburns shall not extend below the middle of the ear canal
      - b. Moustache and beard shall be neatly trimmed (not to exceed ½ inch)
    - 3. No visible mutilations or piercings (other than ears) shall be permitted.

If an employee violates the uniform dress code, disciplinary action may be necessary.

ARTICLE 23.  
**PAYROLL**

Section 23.1

Employees shall be paid bi-weekly in accordance with current standards. Any changes in this section would only be if changed on a countywide basis.

Section 23.2

Employees may utilize direct deposit by filling out the necessary paperwork available through the county payroll officer in accordance with current standards. Any changes in this section would only be if changed on a countywide basis.

ARTICLE 24.  
**TUITION REIMBURSEMENT POLICY**

Section 24.1

The following Tuition Reimbursement Policy is designed to encourage full-time employees to take educational course work that will enhance their job performance.

- A. Who is eligible? Any full-time employee of the Franklin County Coroner's Office who has completed one or more years of continuous active service prior to the start of the course(s) shall be eligible for tuition reimbursement in courses of instruction voluntarily undertaken. However, no employee on an unpaid leave of absence, unauthorized leave of absence, disability leave, or injury leave may apply for tuition reimbursement.
- B. What courses can be taken? There must be a correlation between the employee's duties and responsibilities and the course taken or the degree program pursued. This decision will be made by the Director. An employee seeking approval of a degree program (as opposed to individual courses) must present certification from the educational institution of acceptance to the specific degree program for which approval is sought. The employee may be required to submit additional certification to demonstrate that an individual course is approved by the educational institution as a part of the degree program previously approved.
- C. Where may course work be taken? Institutions must be located, or courses of instruction given, within Franklin County or adjoining counties. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Seminars, conferences and workshops are not included.
- D. When may course work be taken? All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Director. All courses are subject to approval by the Director. Any situation which, in the discretion of the Director, would require an employee's

presence on the job shall take complete and final precedence over any times scheduled for courses.

- E. What is the procedure for applying to participate in the tuition reimbursement program? Tuition reimbursement applications may be obtained from the Director. The application is to be completed by the employee and must be approved by the Director. Courses for which application is made must be the same course for which reimbursement ultimately is sought; the employee cannot switch classes without prior approval of the Director. For final approval, applications for approval of institutions and courses must be sent to the Director not more than thirty (30) calendar days or less than ten (10) calendar days prior to the start of the course(s). Employees shall be required to submit a course catalog and fee schedule. Acknowledgement of approved or disapproved applications will be sent to the employee prior to the start of the course. Employees must notify the Director when canceling a class after the application has been approved.
- F. Is financial assistance acceptable? If an employee is eligible to receive a grant from any governmental or private agency for the quarter, semester, or trimester applied for, whether or not the employee applied for such grant and regardless of when such assistance may be received, that amount shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible to receive from the county. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the county.
- G. What is the procedure for obtaining reimbursement? Reimbursement for tuition will be made when the employee presents to the Director: 1) an official certificate or a grade report confirming satisfactory completion of the approved course; 2) a fee card or statement of account; and 3) a receipt of payment. These documents must come from the institution. This should be done within four (4) weeks of course completion. No reimbursement will be granted for books, lab fees, paper, supplies of whatever nature, transportation, meals any other expense connected with any course. Reimbursement shall be for the cost of instructional fees only.
- H. What is the payment schedule for tuition reimbursement? Reimbursement for instructional fees will be based upon successful completion of the course. Instructional fees will be reimbursed at the current Franklin County standard per calendar year. These amounts are based on courses approved in a calendar year. Successful completion shall mean performance sufficient to satisfy the standards of the educational institution. If the course is failed, the county will not pay any tuition. If an employee is separated from Coroner's Office employment during the duration of the course(s), reimbursement for tuition will not be paid by the county.

## Section 24.2

Any employee participating in the tuition reimbursement program who resigns or retires or is discharged for cause must repay the tuition reimbursement paid by the county for courses completed less than two (2) years prior to the date of termination or discharge. This amount will be deducted from the employee's final paycheck. If the employee's final paycheck is not sufficient to cover the charge of reimbursement, the employee will be billed the difference.

## ARTICLE 25. HOLIDAYS

### Section 25.1

The following holidays are observed and paid if you are a full-time county employee:

- A. The first day of January (New Year's Day)
- B. The third Monday in January (Martin Luther King Day)
- C. The third Monday in February (President's Day)
- D. The last Monday in May (Memorial Day)
- E. The fourth day in July (Independence Day)
- F. The first Monday in September (Labor Day)
- G. The second Monday in October (Columbus Day)
- H. The eleventh day in November (Veteran's Day)
- I. The fourth Thursday in November (Thanksgiving Day)
- J. The twenty-fifth day of December (Christmas Day)
- K. Any day designated as a holiday by the Governor of this State or the President of the United States.
- L. The Employee's Birthday and hire date anniversary shall be recognized with eight hours of "comp-time" each.

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding the actual holiday shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately following the actual holiday shall be observed as the holiday.

### Section 25.2

Part-time employees shall be paid time and one-half for those hours actually worked during the twenty-four (24) hour holiday period. Full-time employees will be paid time and one-half for those hours actually worked during the twenty-four (24) hour holiday period, in addition to the straight eight (8) hours of holiday pay. In cases where an employee's shift is split between a regular work day and a holiday, the employee will only receive time and one-half for those hours worked during the twenty-four (24) hour holiday period.

### Section 25.3

Full-time and part-time employees will only be eligible for holiday pay if they work the work day before and the work day after any holiday, unless they have pre-approved leave or are not scheduled to work said days.

ARTICLE 26.  
**SICK LEAVE AND CONVERSION OF ACCUMULATED  
UNUSED SICK LEAVE CREDIT TO CASH**

Section 26.1

All employees earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours worked in each pay period up to the 4.6 hour limitation for any pay period.

Section 26.2

Sick leave is charged in minimum units of .25 hours. Employees are eligible for sick leave only for days on which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal work day or work week earnings.

Section 26.3

Sick leave will be granted to employees, upon approval of the Director, for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family living in the same household or persons covered under the Family and Medical Leave of Absence policy. (In the case of a member of the immediate family not living with the employee, the Director may credit sick leave when it appears justified).
- B. Medical, dental or optical examination or treatment of the employee or a member of the immediate family living in the same household. (In the case of a member of the immediate family not living with the employee, the Director may credit sick leave when it appears justified).
- C. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
- D. Work-related injury: An employee who is injured while performing work duties for the county may be eligible for workers' compensation benefits. An employee who becomes eligible for lost time workers' compensation disability benefits may choose to use sick leave or accept workers' compensation temporary disability benefits. An employee cannot collect both sick leave payments and workers' compensation temporary disability benefits for the same time period. However, if an employee chooses to use sick leave, the employee may be eligible for reimbursement of a portion of sick leave hours used during the period(s) for which lost time benefits would have been paid. An employee must apply for this reimbursement within three (3) months of returning to work.

Section 26.4

Employees failing to comply with sick leave rules and regulations will not receive sick pay. Application for sick leave with intent to defraud will result in dismissal and refund to the county

of salary or wage paid during sick leave. If an employee is off more than three (3) days on sick leave, the employee must provide a written doctor's excuse to the Human Resources Director.

#### Section 26.5

The Director may require an employee to take an examination, conducted by a licensed physician, to determine physical or mental capability to perform the duties of the position. If found not capable, the employee may be placed on sick leave or disability leave. The examination cost will be paid by the appointing authority.

#### Section 26.6

Upon retirement, resignation or death, from active county service after eight (8) or more years with the County, State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid in cash for one-fourth (1/4) of the accrued but unused sick leave credit up to a maximum of three hundred sixty (360) days, subject to the limitations below. This payment will be based upon the employee's rate of pay at the time of the applicable separation. Upon retirement, resignation or death, from active county service after eighteen (18) or more years with the County, State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid in cash for one-half (1/2) of the accrued but unused sick leave credit, subject to the limitations below. This payment will be based upon the employee's rate of pay at the time of the applicable separation.

Such payment will be made only once to an employee. That is, an employee who returns to county service after retirement or resignation may accrue and use sick leave as before, but may not convert the unused sick leave to cash at the time of a second separation.

In all cases of post-separation sick leave conversion to cash, an employee must remain separated from County service for a minimum of sixty (60) days before payment can be made. Payment for sick leave conversion to cash eliminates all accrued sick leave credit earned by the employee up to the time of conversion.

#### Section 26.7

Employees may also convert accrued unused sick leave according to the Wellness Incentive Program outlined as follows. The Wellness Incentive Program period runs from December 1 through November 30. All full-time employees are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, eligible employees may convert a determined amount of accrued unused sick leave to either a cash pay out, or to an equal number of personal leave hours.

- A. If a full-time employee uses eight (8) hours or less of sick leave during a wellness period, the employee may convert up to forty (40) hours of sick leave to either a cash pay out, or to personal leave hours.
- B. If a full-time employee uses between eight point two five (8.25) and sixteen (16) hours of sick leave during a wellness period, the employee may convert up to thirty-two (32) hours of sick leave to either a cash pay out, or to personal leave hours.

- C. If a full-time employee uses between sixteen point two five (16.25) and twenty-four (24) hours of sick leave during a wellness period, the employee may convert up to twenty-four (24) hours of sick leave to either a cash pay out, or to personal leave hours.
- D. If a full-time employee uses between twenty-four point two five (24.25) and thirty-two (32) hours of sick leave during a wellness period, the employee may convert up to 16 hours of sick leave to either a cash pay out, or to personal leave hours.
- E. If a full-time employee uses between thirty-two point two five (32.25) and forty (40) hours of sick leave during a wellness period, the employee may convert up to eight (8) hours of sick leave to either a cash pay out, or to personal leave hours.

#### Section 26.8

Once an employee elects to convert a specified number of sick leave hours either cash or personal leave days, the same amount of hours will be eliminated from the employee's sick leave credit.

#### Section 26.9

If an employee elects to convert the hours to personal leave days, the employee must utilize the personal days within the wellness period that immediately follows the period in which the personal days were earned.

#### Section 26.10

Sick hours used while on an approved family or medical leave of absence under the FMLA will not be counted against the employee for purposes of the wellness incentive program.

#### Section 26.11

Sick hours used as a result of a certified workers' compensation claim will not be counted against the employee for purposes of the wellness incentive program.

#### Section 26.12

The parties agree to adopt the Franklin County Commissioners' Leave Donation Program which became effective March 16, 2004, as Appendix B. The parties further agree that any changes to the Program by the Franklin County Commissioners will become automatically effective under this Agreement and the parties will not be required to negotiate over any of the changes to the Program.

ARTICLE 27.  
WAGES

Section 27.1 Wage

Effective January 1, 2014 the wage rate shall be applied to each bargaining unit employee according to their number of years of service with the Franklin County Coroner's Office as follows:

Years of service	Hourly Wage	Annual
Base	\$19.83	\$41,246.40
1	\$20.17	\$41,953.60
2	\$20.51	\$42,660.80
3	\$20.85	\$43,368.00
4	\$21.19	\$44,075.20
5	\$21.53	\$44,782.40
6	\$21.87	\$45,489.60
7	\$22.21	\$46,196.80
8	\$22.55	\$46,904.00
9	\$22.89	\$47,611.20
10	\$23.23	\$48,318.40
11	\$23.57	\$49,025.60
12	\$23.91	\$49,732.80
13	\$24.25	\$50,440.00
14	\$24.59	\$51,147.20
15	\$24.93	\$51,854.40
16	\$25.27	\$52,561.60
17	\$25.61	\$53,268.80
18	\$25.95	\$53,976.00
19	\$26.29	\$54,683.20
20	\$26.63	\$55,390.40
21	\$26.97	\$56,097.60
22	\$27.31	\$56,804.80
23	\$27.65	\$57,512.00
24	\$27.99	\$58,219.20
25	\$28.33	\$58,926.40
26	\$28.67	\$59,633.60
27	\$29.01	\$60,340.80
28	\$29.35	\$61,048.00

Annual wages are for information purposes only. Bargaining unit members are paid hourly.

Nothing in this wage scale prohibits the employer from crediting new bargaining unit members with previous years of experience or service in the same or similar field.

ARTICLE 28.  
**EXPENSE REIMBURSEMENT**

Section 28.1

When an employee is on department business or training and overnight lodging is required, the employee will be reimbursed for food and lodging with prior approval from the Employer according to the county travel and expense policy.

Section 28.2

Employees that are required to use their personal vehicle in their employment shall be reimbursed at the current I.R.S. rate of pay per mile at the time it is submitted.

ARTICLE 29.  
**EMERGENCY RELIEF**

Section 29.1

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Franklin County Commissioners, the Federal or State Legislature, or the Sheriff of Franklin County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended:

1. Time limits for the Employer or the union on replies on grievances
2. Selected work rules and/or agreements and practices relating to the assignment of employees

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Agreement, and proceed from the point they had been suspended due to the emergency.

ARTICLE 30.  
**VACATION LEAVE AND CONVERSION OF ACCUMULATED UNUSED VACATION  
LEAVE CREDIT TO CASH**

Section 30.1

All full-time employees shall earn annual vacation according to their number of years of service as follows:

- A. Less than one year of service:  
No vacation
- B. One year of service but less than five (5) years:  
80 hours per year  
(10 working days)
- C. five (5) years of service but less than ten (10) years:  
120 hours per year

- (15 working days)
- D. ten (10) years of service but less than fifteen (15) years:
  - 160 hours per year
  - (20 working days)
- E. fifteen (15) years of service but less than twenty (20) years:
  - 180 hours per year
  - (22.5 working days)
- F. twenty (20) years or more of service
  - 200 hours per year
  - (25 working days)

### Section 30.2

The service required in each instance need not be continuous. However, completion of a total of one (1) year of full-time service with the Coroner is required before eligibility for any vacation leave is established. An employee shall have prior service with an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave. However, an employee may not transfer vacation leave credit from another appointing authority to the Coroner's Office.

### Section 30.3

Vacation is credited each biweekly pay period at the rate of three point one (3.1) hours per pay period for those entitled to eighty (80) hours of vacation per year; at four point six (4.6) hours for those entitled to one hundred twenty (120) hour per year; at six point two (6.2) hours for those entitled to one hundred sixty (160) hours per year; six point nine (6.9) hours for those entitled to one hundred eighty (180) hours per year; and seven point seven (7.7) hours for those entitled to two hundred (200) hours per year. Such vacation credit shall accrue while employee is in active paid status.

### Section 30.4

Vacation credit may be accumulated to a maximum of that earned in three (3) years of service. Credit in excess of this maximum is eliminated from the employee's vacation leave balance. The Employer will notify an employee approximately six (6) months in advance of the employee reaching his/her vacation limit, so that the employee may schedule vacation time.

### Section 30.5

Part-time employees (those working less than forty (40) hours per week) are not entitled to earn Vacation Leave.

### Section 30.6

Upon separation of employment or death, accumulated unused vacation leave is converted to a cash payment calculated at the employee's rate of pay at the time of separation or death. Payment for vacation leave eliminates all accrued vacation leave earned by the employee up to the time of conversion.

Section 30.7

All requests for vacation leave must be submitted and approved on the "Request for Leave" form and must receive prior approval. Extended vacations (five (5) working days or more) shall be requested thirty (30) days in advance. Each employee may submit primary time off request(s) (for vacation leave only) on the basis of seniority for every six (6) month period. The primary time off request(s) cannot exceed eighty (80) hours of vacation leave for each six (6) month period. Such request is to be submitted by the employee by December 1st of the preceding year for the period of January 1 to June 30, and by June 1 for the period of July 1 to December 31. Vacation leave other than primary requests shall be considered, and if acceptable, approved in order of request. An employee shall have sufficient time in their vacation bank, at the time of a request, to cover any requested vacation leave.

Section 30.8

Vacation time shall not be used in less than one (1) hour increments.

Section 30.9

If an employee is sick for more than fifty percent (50%) of the scheduled vacation period, the Employer, upon presentation of sufficient medical documentation supporting the period of sickness by the employee, will convert the period of actual sickness from vacation leave to sick leave, if the employee has sufficient sick leave accrued to cover the period of sickness.

ARTICLE 31.  
**HEALTH AND SAFETY**

Section 31.1

Safety in the workplace is the mutual concern of the Employer, the Union, and the employees. The Union will cooperate with the Employer in promoting employees to observe safety rules and regulations.

Section 31.2

All employees are responsible for notifying the Employer of any equipment or conditions that the employee believes to be unsafe. The Employer shall be responsible for evaluating and correcting any equipment or conditions, if determined to be unsafe by the Employer, within a reasonable period of time.

Section 31.3

CPR training and necessary equipment to administer Basic First Aid and CPR shall be provided by the Employer.

Section 31.4

The Employer shall make all reasonable efforts to comply with applicable federal, state, and local safety regulations as they relate to employee's exposure to hazardous materials and/or unsafe working conditions.

Section 31.5

All personal protective equipment, including scrub shirts and pants, gloves, masks, and other related equipment used in performing autopsies shall continue to be furnished at the employer's expense.

Section 31.6

The Employer shall not deprive any employee of any requested medical attention. An employee judged to be unresponsive shall be deemed to be in need of medical attention.

Section 31.7

An employee who suffers a blood born pathogen exposure in the workplace or in the performance of the employee's duties shall be referred to a health care facility appropriate for follow up.

Section 31.8

The Employer shall provide each new employee with the Hepatitis B vaccination series or appropriate Titer test to ensure the conversion of the Hepatitis B antibody. The Employer shall provide each new employee with the first injection prior to the employee's first day of employment. The Employer shall refer each employee to a healthcare facility for standardized blood tests for an occupational exposure. The Employer shall provide each employee with annual Mantoux Tuberculin skin testing.

**ARTICLE 32.  
TRAINING**

Section 32.1

The Employer and union agree that in order to maintain an efficient and professional work force within the Franklin County Coroner's Office, the Employer will continue to maintain a training program for its employees.

Section 32.2

The Employer shall pay for all required training and pre-approved costs for training. The Employer shall supply travel to and from training, or mileage reimbursements may be utilized using the amount set by the County. Training required by the Director or designee for the purposes of fulfilling the position of Morgue Technician or Forensic Technician will be considered on duty time for purposes of pay and benefits.

**ARTICLE 33.  
MEAL PERIODS/REST BREAKS**

Section 33.1

Each employee shall be granted, after request to their supervisor, a meal period of up to thirty (30) minutes during each regular work shift. Those employees required to remain on duty or on call during their meal period shall have the meal period considered part of their standard

workday period. Except for a call requiring immediate action, the employee's meal period shall not be interrupted. Employee's choosing to "clock out" for a lunch break shall be required to leave the building during such lunch break.

#### Section 33.2

Each employee shall be granted two (2) fifteen (15) minute rest breaks, without reduction in compensation, during each eight (8) hours of work as workload and time permits. Each rest break will be generally taken near the middle of their first four (4) hours and near the middle of their second four (4) hour period of duty, whenever practical. The rest breaks shall not be combined with each other or the meal period for purposes of increasing the meal period. Should the employee not take the rest breaks, either due to the workload or by personal choice, the employee will receive no additional compensation for the rest break time being missed.

### ARTICLE 34. LEAVES

#### Section 34.1 **Leave of Absence without Pay**

A Leave of Absence Without Pay for personal reasons may be granted upon request for periods not in excess of twelve (12) weeks at the sole discretion of the Director. Time on such Leave of Absence shall not be counted as time in service for purposes of determining seniority or vacation rights. Such leave may be extended beyond twelve (12) weeks upon written recommendation of the Department Head and with the approval of the Director. Upon the employee's return from such leave, the employee will be reinstated in the employee's former position or one of substantial equivalence.

- A. Leave Without Pay is defined as any absence in which an employee is not able to use another form of Leave (i.e., sick leave or vacation). An employee does not have the option to take Leave Without Pay in lieu of sick leave or vacation leave.
- B. There are two types of Leave Without Pay: Authorized and Unauthorized.
  - a. Authorized Leave Without Pay is reserved for those instances where, in the judgment of the Director, an exceptional circumstance exists, and permission is granted for the employee to take an authorized Leave Without Pay. In such instances, the time will be docked from the employee's pay, but will not be grounds for disciplinary action. It is the employee's responsibility to complete a written request for such leave, including the reasons for the leave and the dates for which such leave is being requested.
  - b. Unauthorized Leave Without Pay occurs when an employee's request for Leave Without Pay is not deemed to be an exceptional circumstance and is denied by the appointing authority. In cases of Unauthorized Leave Without Pay, time will be deducted from the employee's pay and the Leave Without Pay will be considered for possible disciplinary action, up to, and including, termination.

Section 34.2 **Military Leave**

- A. A short-term military leave of absence shall be granted to employees for a period not to exceed twenty-two (22) working days in a year. Prior approval for leave must be obtained from the Coroner and a request for leave must be submitted to the Director in writing. To qualify for this leave, the employee must show the employee's military orders to the Director prior to reporting for duty.

The employee shall be paid the employee's regular rate of pay for this period. For the purpose of computing vacation or sick leave, short-term Military Leave will count as full service with the County.

- B. Extended voluntary military leave without pay shall be granted to the employee upon submittal of military orders prior to the requested leave.

Employees on extended voluntary military leave without pay shall receive seniority for the time spent in the military service. However, vacation credits and sick leave do not accumulate during extended voluntary military leave. Upon returning from such leave and upon making timely application for reemployment, an employee shall be returned to the employee's former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

- C. Employees who are called to active military duty beyond the required twenty two (22) paid working days in any one calendar year pursuant to an executive order issued by the President of the United States or an act of Congress, shall be granted an active duty military leave of absence and will receive the following:

- a. Payment of wages in the amount of the employee's regular wages less whatever amount such employee may receive as military pay.
- b. Such payment will be made to the affected employee from the time short-term military leave of absence with pay is exhausted until the end of each calendar year the employee is still in active status or for the duration of the employee's service in the active military, whichever time period is less.
- c. The employee will not receive payment under this provision if military pay is greater than the employee's wages paid by the County.
- d. An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County benefits plan for the duration of such employees' active military service under this provision.
- e. Employees on active duty leave under this provision shall receive seniority for the time spent in active duty. However, vacation credits and sick leave do not accumulate during an active duty leave.

- f. Upon returning from an active duty leave and upon making timely application for reemployment, an employee shall be returned to the employee's former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

D. An employee must notify the Director of the employee's military status upon employment with the Coroner's Office or immediately upon a change of status during employment with the Coroner to be eligible for any leave benefits.

**Section 34.3 Family Medical Leave Act (FMLA)**

The County will abide by the provisions of the Family Medical Leave Act of 1993 and any amendments. It is understood by the parties that the County has a FMLA policy that re-states and paraphrases the FMLA.

**Section 34.4 Bereavement**

Full-time employees are provided three (3) days of paid leave upon the death of an immediate family member.

For purposes of bereavement leave immediate family members are mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother or father in law, sister or brother in law, son or daughter in law, or other person that stands in the place of a parent.

Employees may supplement their Bereavement leave with up to two (2) days of accrued leave. Employees may also use other accrued leaves such as vacation or personal leave upon the loss of a relative, household member, or other person not include in the definition of immediate family.

ARTICLE 35.  
**NO STRIKE/NO LOCKOUT**

**Section 35.1**

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

**Section 35.2**

The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work or the employer's business or operation.

Section 35.3

The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 37.2 of this Article.

Section 35.4

In the event that any employee or group of employees engages in any of the conduct described above in Section 37.2 during the term of this Agreement, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities.

Section 35.5

The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 37.2 of this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existences of any picket line.

ARTICLE 36.

**HEALTH INSURANCE BENEFITS**

Section 36.1

The Union agrees to accept the County's medical benefits plan provided to other County employees during the term of this Agreement. Any changes implemented in the overall County plan will also be applied to bargaining unit employees eligible for health insurance benefits. Should any changes to the County's plan be implemented during the term of this Agreement, the Union will be given notice of the change.

All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

Section 36.2

The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit at the current level for full-time employees. The plan will only be modified if Franklin County's life insurance plan is modified, and the Union will be given notice of the change.

ARTICLE 37.

**DURATION OF AGREEMENT**

Section 37.1

This Agreement shall be effective on January 1, 2014, and shall remain in full force and effect until December 31, 2016 at 11:59 p.m.

Section 37.2

If either party desires to modify, or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by electronic mail as approved by the State Employee Relations Board.

ARTICLE 38. APPENDIX A

Standardized Uniform Clothing List

Quantity	Item Description
Three (3)	Short Sleeve Uniform Shirts
Three (3)	Long Sleeve Uniform Shirts
Three (3)	BDU or Tactical Style Pants
One (1)	Pair of Boots / Shoes
One (1)	Leather Belt (Black)
One (1)	Soft Shell Jacket
One (1)	Winter Coat
Three (3)	Sets of Scrubs
One (1)	Lab Coat

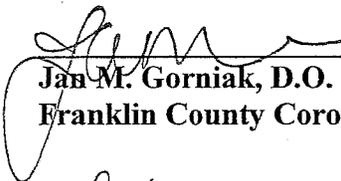
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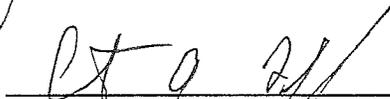
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**John O'Grady, President  
Franklin County Commissioner**

\_\_\_\_\_  
**Paula Brooks  
Franklin County Commissioner**

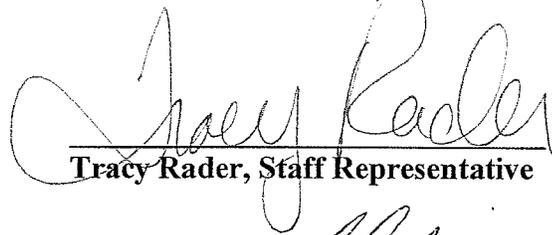
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**Marilyn Brown  
Franklin County Commissioner**

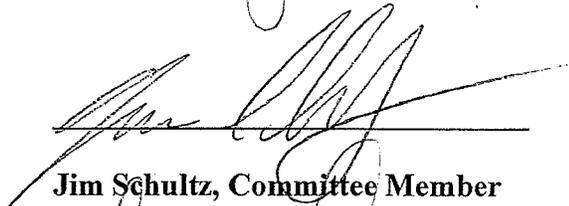
Coroner's Office

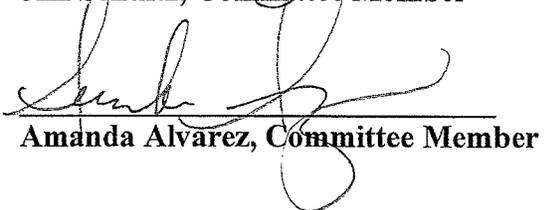
  
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**Jan M. Gorniak, D.O.  
Franklin County Coroner**

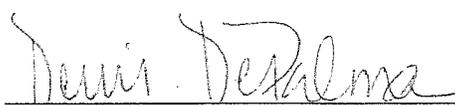
  
\_\_\_\_\_  
**Christopher A. Floyd, Director  
Franklin County Coroner's Office**

**Fraternal Order of Police,  
Ohio Labor Council, Inc.**

  
\_\_\_\_\_  
**Tracy Rader, Staff Representative**

  
\_\_\_\_\_  
**Jim Schultz, Committee Member**

  
\_\_\_\_\_  
**Amanda Alvarez, Committee Member**

**Approved as to form by:**  
  
\_\_\_\_\_  
**Denise DePalma  
Assistant Franklin County Prosecutor**

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

}

} Case No(s): 13-MED-09-1045

}

}

and,

}

}

FRANKLIN COUNTY CORONER,  
EMPLOYER.

}

}

}

}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Christopher Floyd, [cafloyd@franklincountyohio.gov](mailto:cafloyd@franklincountyohio.gov)