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# A COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CUYAHOGA COUNTY PUBLIC DEFENDER'S OFFICE

AND

AFSCME, OHIO COUNCIL 8, LOCAL 3631, AFL-CIO

JANUARY 1, 2013

TO

DECEMBER 31, 2015

Office of the Public Defender

## ARTICLE 1
## PURPOSE

This Contract is made between the Cuyahoga County Public Defender's Office, herein after referred to as the "Employer" and Ohio Council 8 and Local 3631 of the American Federation of State, County and Municipal Employees AFL-CIO, herein after referred to as the "Union". The purpose of this contract is to provide a fair and responsible method of enabling employees covered by this contract to participate thought their Union representation, in the establishment of terms and conditions of their employment including rates of pay, wages hours and working conditions, to establish a peaceful procedure for the resolution of all differences of the parties, and to assure that the operation and services of the County will be conducted efficiently and effectively.

## ARTICLE 2
## RECOGNITION

SECTION 1: The Union is recognized as the sole and exclusive representative of all professional employees in the Cuyahoga County Public Defender's Office for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment, but excluding clerical employees and non-professional employees and management employees and supervisors as defined in the Ohio Revised Code.

SECTION 2: Wherever used in this contract the term "employee" or "employees" refers to all employees in the bargaining unit.

## ARTICLE 3
## MANAGEMENT RIGHTS

SECTION 1: The Employer retains the right and authority to administer the business of the Public Defender's Office and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its Office to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

A. To manage and direct its employees including the right to select; hire; promote; transfer; assign; evaluate; demote; layoff; recall; or reprimand; suspend, discharge or otherwise discipline for just and proper cause; and to maintain discipline among employees.

B. To manage and determine the location, types and number of physical facilities, equipment, programs and the work to be performed.

C. To determine goals, objective, programs and services and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.

D. To determine the size and composition of the work force, including the right to layoff employees from work pursuant to the Layoff Article contained herein.

E. To determine the hours of work and work schedules and to establish reasonable work rules for all employees.

F. To determine the adequacy of the work force, the duties to be included in all job classifications and the standards of quality and performance to be maintained.

G. To determine the Office's budget and uses therefore.

H. To maintain the security of records and other pertinent information.

I. To determine and implement actions in emergency situations.

SECTION 2: The prerogative of the Employer to retain and exercise the management rights contained in this Article shall be subject to the restrictions and regulations governing these rights as are expressly provided herein.

SECTION 3: The Chief Public Defender shall have exclusive authority to make all hiring and staffing decisions (including all transfer and job assignments). Management shall have the discretion to determine salary levels of new hires and current employees within the established ranges except as noted herein.

## ARTICLE 4
## NON-DISCRIMINATION

SECTION 1: The provisions of this Contract shall be applied equally to all applicants for employment as well as to all employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status, or political opinions or affiliation.

SECTION 2: The Employer shall make a reasonable accommodation to an employee's disability upon the employee's doctor's determination and where such accommodation will enable a disabled employee to perform the essential functions of the job in question. The Employer will abide by the federal definition of "disability" as set forth by the Americans with Disabilities Act.

SECTION 3: The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

SECTION 4: The Union agrees not to interfere with the rights of employees not to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

SECTION 5: All employees of the Employer within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein.

## ARTICLE 5
## NO LOCKOUT/NO STRIKE

SECTION 1: The Union, its officers, agents or representatives shall not authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other interruption of operations or services of the Employer by its employees.

SECTION 2: When the Union receives notice from the Employer, by certified mail, that any of its members are engaged in violation of Section 1 of this Article, the Union shall immediately, conspicuously post notice over the signature of any authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work.

SECTION 3: The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, unless the Union has violated Section 1 of this Article.

## ARTICLE 6
## CHECK OFF

SECTION 1: All employees in the bargaining unit covered by this Contract who are members of the Union on the date this Contract is signed, and all other employees in the bargaining unit who become members of the Union at any time in the future, shall, for the term of this Contract, continue to be members of the Union and the County will not honor dues deduction (check off) revocations from such employees except as provided herein.

SECTION 2: The Employer shall make payroll deductions from the pay or wages of employees upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature provided that:

A. An employee shall have the right to revoke such authorization by giving written notice with proof of service, to both the Employer and the Union, at any time during the fifteen (15) calendar day period preceding the termination of this Contract and the authorization card shall state clearly on its face the right of an employee to revoke during this period, and:

B. The Employer's obligation to make payroll dues deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with Article Six, Section 2(A) or upon termination of employment or reclassification to a job classification outside the bargaining unit.

If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this Section shall be remitted to the Union within five (5) working days of their deduction. Each remittance shall be accompanied by an alphabetical list showing the name of each employee for whom deductions were made, the name, address and social security number of the employee and the amount deducted. Amounts deducted will be remitted to the Controller, Ohio Council 8, American Federation State, County and Municipal Employees, AFL-CIO.

SECTION 3: The Union will indemnify and hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this Contract.

## ARTICLE 6A
## P.E.O.P.L.E. CHECK-OFF

The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

(A) An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and

(B) 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 the bargaining unit.

(C) The contribution amount shall be certified to the Employer by the Union. The Union shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Article 5 of this contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination; and

(D) All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

## ARTICLE 7
## FAIR SHARE FEE

SECTION 1: All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

SECTION 2: All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Contract, whichever is later, as a condition of employment.

SECTION 3: The fair share fee shall be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of Fair Share Fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

SECTION 4: Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

SECTION 5: The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency shop/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency shop / union shop) notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

## ARTICLE 8
## BULLETIN BOARDS

The Employer shall provide the Union with two (2) locked bulletin boards at mutually selected locations provided that:

A. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and,

B. Upon written request from the Chief or his designee, the Union will immediately remove any notice or other writing that the Employer believes violates this Article.

## ARTICLE 9
## UNION REPRESENTATION

SECTION 1: Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure and otherwise representing employees shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

SECTION 2: The Employer shall recognize one (1) Steward and one (1) alternate Steward from each of the following divisions: Felony, Juvenile, and Appeals. The Alternate Steward shall be recognized when the regular Steward is absent or otherwise not available.

SECTION 3: The Union shall furnish the Employer with a written list of the names of the Union President, Vice President, Recording Secretary, Secretary-Treasurer, Stewards and Alternate Stewards indicating location to which each is assigned and the Employer will, upon receipt, recognize the identified Union representatives. Further, the Union shall promptly notify the Employer, in writing, of any changes.

SECTION 4: The Union President and Steward or their Alternates as described in Section 2 of this Article shall be allowed reasonable time to carry out the functions of their office without loss of pay during working hours. The Employer reserves the right to determine if and when Union business is to be postponed but the Grievance Procedure time limits shall be automatically extended for the period of postponement.

SECTION 5: For the purpose of this Article, appropriate Union business is defined as:

A. Representation of an employee at any step of the Grievance Procedure;

B. Representation of an employee at a formal pre-disciplinary conference;

C. Attendance at meetings between the Union and the Employer where their presence is requested, meetings between the Union and the Employee, or meeting with the Union.

SECTION 6: Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all their functions of their office:

A. The Steward or Alternate must obtain, in advance, authorization from his/her immediate supervisor before beginning Union activities.

B. An employee having a grievance as defined herein shall notify his/her Steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward.

C. Before leaving the job to conduct Union activity, all Union representatives shall be required to complete the Union representative activity form. Said form shall be furnished by the Employer and shall be obtained from the supervisor.

D. Upon returning to his/her job, the Steward shall first report to his/her own supervisor before resuming work if the supervisor is available, or, if he/she is unavailable, as soon as possible after resuming work.

E. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called.

F. A Steward having an individual grievance in connection with his/her work day may ask for the President to assist him/her in adjusting the grievance with his/her supervisor.

## ARTICLE 10
## GRIEVANCE PROCEDURE

SECTION 1: It is mutually understood that the prompt presentation, adjustment and answering of grievances are in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representative of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union that tend to impair or weaken the Grievance Procedure are improper.

SECTION 2: The term "Grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Contract. It is not intended that the grievance procedure be used to effect changes in the Articles of the Contract. A grievance brought under the Grievance Procedure may be brought by the Union and/or by a bargaining unit employee or a group of bargaining unit employees.

Policy Grievance: A Policy Grievance is a grievance filed by a group of employees or the Union relating to a single common issue or event impacting on two or more employees. A Policy Grievance may initially be presented by the Union at Step Two or Three of the Grievance Procedure.

SECTION 3: When a grievance arises, the following procedure shall be observed and the Grievant shall be given an opportunity to attend at each step:

**Step One:** The Union Steward shall present the grievance in writing to the employee's supervisor within ten (10) working days after the employee learned or should have learned of the event(s) giving rise to the grievance. The grievance form shall set forth the details of the grievance, i.e. the facts upon which it is based, the Article allegedly being violated, the approximate time of occurrence and the relief and remedy requested and shall be dated and signed by the employee(s) and the Steward. Within ten (10) working days of the Step One meeting the supervisor shall give an answer in writing to the

Steward and the employee. This answer shall set forth in detail the settlement reached between the parties, if any. Agreement on this settlement shall be noted by both parties on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

**Step Two:** If the grievance is not satisfactorily settled at Step One, it shall be presented to the Chief Public Defender (herein "Chief") within ten (10) working days after receipt of the Step One answer. Within ten (10) working days thereafter, the Chief or his/her designee who shall be vested with the full authority of the Chief, shall meet with the Union President and the Steward in an attempt to adjust the grievance. Within ten (10) working days after the Step Two meeting, the Chief or his/her designee as defined above shall give a written answer, as defined in Step One, to the Union President and the Steward.

**Step Three:** If the grievance is not satisfactorily settled at Step Two, it shall be presented in writing to the Public Defender Commission within ten (10) working days following receipt of the Step Two answer. Thereafter, the Commission shall meet with the local Union Grievance Committee and a representative of AFSCME Ohio Council 8 at a date and time mutually agreeable to the parties but in any case, within ten (10) working days following receipt of the appeal. Thereafter, within ten (10) working days, the Commission shall provide a written answer to the grievance as defined in Step One to the President of the Local Union with a copy to the representative of AFSCME Ohio Council 8.

**Step Four:** If the grievance is not satisfactorily settled at Step Three, the Union may, within sixty (60) calendar days of receipt of the Step Three answer, submit the matter to arbitration. The Union shall notify the Employer of its intent to appeal the grievance to arbitration. Within ten (10) working days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall notify the Federal Mediation and Conciliation Service ("FMCS"), in writing, of its intent to arbitrate the grievance and request a panel of arbitrators. The panel shall be restricted to arbitrators in the Northern Ohio sub-region of FMCS who are members of the National Academy of Arbitrators. Upon written notice of the Union's intent to arbitrate, the FMCS shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen through alternate striking until a final name remains. The cost and fees of the arbitration shall be borne equally by the parties.

SECTION 4: In instances where the Employer objects to arbitration and the Union chooses to proceed, the first question to be placed before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within his purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

SECTION 5: In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions. In reaching his/her decision, the arbitrator shall have no authority to add to or

subtract from or modify in any way any of the provisions of this Contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

SECTION 6: All decisions of arbitrators consistent with Section Five of this Article and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding upon the Employer, the Union and the employee(s). Provided, that a grievance may be withdrawn by the Union at any time during Steps One, Two, or Three of the Grievance Procedure and the withdrawal of any grievance shall be prejudicial to the positions taken by the parties as they relate to that or any other grievance. However, said grievance cannot be re-filed. All monies agreed to be due as part of a pre-arbitration settlement or as the result of the award of the arbitrator shall be paid as soon as practicable.

SECTION 7: The time limits set forth in the Grievance Procedure may be extended by mutual written agreement of the Employer and the Union and such agreement will not be unreasonably withheld. Working days as used herein shall not include Saturdays, Sundays or Holidays. In determining the time period provided for under the Grievance Procedure, the initial day of the operative event shall be excluded and the required number of days shall then be computed successively, excluding Saturdays, Sundays and Holidays.

## ARTICLE 11
## PERSONNEL RECORD

SECTION 1: An employee shall have the right to examine his/her personnel file as maintained by the Employer provided twenty-four (24) hours notice is given. Medical statements and initial employment references are excluded from examination.

SECTION 2: At the time of the examination, the employee shall have the right to initial and date the contents of the file and to receive a copy of any document contained therein except for excluded medical statements and initial employment references.

SECTION 3: An employee shall be provided with a copy of any document placed in his/her personnel file within a reasonable time from the date it is placed there. Any document contained in the employee's file, which has not been seen or signed by him/her, shall not be used against him/her.

SECTION 4: No employee shall be permitted to add to, remove from or otherwise alter his/her personnel record in any manner or remove the file(s) from the custody of the Employer except to add to the file his/her statement concerning any document placed in his/her file.

## ARTICLE 12
## DISCIPLINE

SECTION 1: The Employer retains the right to adopt reasonable rules and regulations which facilitate the efficient functioning of its operation and proper conduct of its employees.

SECTION 2: The Employer shall have the right to confer, reprimand, suspend, discharge or otherwise discipline any employee for just cause. In imposing discipline on a current charge, the Employer shall not take into account any disciplinary actions which were imposed more than one (1) year prior to the alleged infraction(s) under consideration. An employee who is disciplined must be disciplined within a reasonable period of time from the dates on which the infraction(s) occurred.

SECTION 3: Prior to the imposition of a suspension or discharge a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The Employer shall notify the affected employee and his/her Union representative of the date and time of the conference. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between the employee and his/her representative. Any such agreement shall be reduced to writing, signed by both parties and submitted to the Employer for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

SECTION 4: Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he/she has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension or discharge, or in the case of a pre-disciplinary conference, the employee shall be advised of his/her right to have a Steward present. Further, if the employee so requests, he/she shall be granted a private interview with his/her Steward before the employee is required to leave the premises.

SECTION 5: A suspension in accordance with this Article shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purposes of the suspension only and the employee shall not be paid for the holiday.

SECTION 6: It is important that employee complaints regarding unjust or discriminatory suspension and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step Two.

## ARTICLE 13
## PROBATIONARY PERIOD

New employees shall be considered to be on probation for a period of one (1) year and during such probationary period the Employer shall have sole discretion to terminate such employees and actions during this period cannot be reviewed through the Grievance Procedure. Provided, however, that the Employer shall not terminate an employee because of Union membership or Union activity.

## ARTICLE 14
## SENIORITY

SECTION 1: For the purposes of this Contract, seniority means the total length of employment as an attorney with the Public Defender's Office and shall include periods of employment as a manager or supervisor in the Public Defender's Office and layoffs and other periods of absence from the Public Defender's Office authorized and consistent with this Contract. An employee shall have no seniority for the initial probationary period provided in Article 12, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

SECTION 2: Students and summer employees shall have no seniority or seniority rights. Bargaining unit part time employees shall have seniority rights only as against other bargaining unit part time employees. Bargaining unit full time employees shall have seniority rights as against other bargaining unit full time employees and as against bargaining unit part time employees. The bargaining unit seniority of the attorneys of the Municipal Court Division who were hired by the Public Defender pursuant to the Accretion Agreement that is attached in the Appendix shall begin with their first date of employment with the Public Defender's Office. For the purpose of determining seniority status within this closed group of attorneys only, the attorney's date of hire with the Cleveland Legal Aid Society shall be determinative.

SECTION 3: A part time employee is defined as one who is regularly scheduled to work less than thirty (30) hours per week.

SECTION 4: Seniority shall be broken when an employee:

A. Quits or resigns and is not rehired within a period of one calendar year;

B. Is discharged for just and proper cause;

C. Is absent without report for five (5) consecutive working days unless the employee has reasonable excuse for failing to report the absence;

D. Is laid off for a period of twelve (12) months, or;

E. Fails to report to work when recalled from layoff within ten (10) calendar days from the date the employee receives notice from the Employer, sent by registered mail to the employee's last known address as shown on the Employer records, unless satisfactory excuse is shown.

SECTION 5: The Employer shall provide the Union with one copy of a current seniority list within thirty (30) calendar days after the signing of the Contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire and designation as to full time or part time status for each employee.

## ARTICLE 15
## LAYOFF

SECTION 1: Employees shall be laid off on the basis of bargaining unit seniority with the Public Defender's Office as defined in Article Fourteen (14).

SECTION 2: A part-time employee who previously held a full time position shall be entitled to return to a full time position, with pro rata seniority credit for the time worked as a part time employee, and bump a regular full time employee with less total seniority.

SECTION 3: Before any bargaining unit employee is notified of his/her layoff under the above provisions, the Employer and the Union will meet immediately for the purpose of attempting to find an available job with the Employer.

SECTION 4: Employees shall be given a minimum of two (2) weeks of advance written notice of layoff indicating the circumstances which make the layoff necessary.

SECTION 5: In the event an employee is laid off, he/she shall receive payment for any earned but unused vacation as quickly as practicable.

## ARTICLE 16
## RECALL FROM LAYOFF

SECTION 1: When employees are laid off, the Employer shall recall the employee with the most bargaining unit seniority on the recall list provided the employee has not been on layoff more than twelve (12) months.

SECTION 2: An employee on layoff will be given ten (10) working days notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records.

## ARTICLE 17
## VACANIES, POSTINGS AND TRANSFERS

SECTION 1: All employment and staff decisions shall be made by the Chief Public Defender and shall be consistent with the provisions of this Contract.

SECTION 2: When a vacancy exists, the position will be posted at all work sites of the Employer for a period of ten (10) working days including the date of posting. During the posting period, anyone within the bargaining unit wishing to apply for the vacant position shall do so by submitting a written application, on forms provided by the Employer, to the Chief. The posting shall contain the minimum requirements for the position and the job description for the vacancy. The Chief Public Defender may select a candidate either from the bargaining unit or from outside the office.

SECTION 3: Before the Chief Public Defender implements a transfer of an employee from one unit to another, he shall confer with the affected employee(s) and the Union and request that such employee(s) voluntarily agree to the transfer. After the meeting, in his discretion, the Chief Public Defender shall have the right to implement the transfer.

## ARTICLE 18
## HOURS OF WORK

The Chief Public Defender shall determine the hours of operation of the Cuyahoga County Public Defender's Office. The hours in which the office is open to the public shall constitute a normal requirement for the hours of work of Assistant Public Defenders and any other hours that Assistant Public Defenders work shall be commensurate with the employees' professional responsibilities.

## ARTICLE 19
## NEW AND CHANGED JOBS

If substantial changes occur in an existing job classification or if a new classification is established which is not managerial or supervisory in nature, the Employer shall establish and describe the content of the job, establish a pay rate for the job and advise the Union of same, in writing, prior to placing the classification into effect. Thereafter, the parties shall attempt to agree on the classification rate of pay. If they are unable to do so, the Union can file a grievance to Step Two of the Grievance Procedure and the Employer may implement the job in accordance with the applicable provisions of Article Seventeen (Promotion/Transfer Procedure) of the Contract.

## ARTICLE 20
## SICK LEAVE WITH PAY

SECTION 1: Employees shall earn 4.6154 hours of accumulated paid sick leave for each eighty (80) hours in active pay status. Sick time is accrued bi-weekly based upon hours paid. Employees carry their balances forward each year.

SECTION 2: An employee who is rehired or recalled from layoff by the Employer shall be credited with the amount of accumulated paid sick leave he/she had accrued on the date of his/her termination. An employee's unused sick leave accumulated while they were employed by a governmental subdivision other than the County of Cuyahoga cannot be transferred to the Employer.

SECTION 3: An employee eligible for sick leave with pay may use sick leave for absence due to pregnancy, illness, medical, dental or optical care, injury, exposure to contagious disease which could be communicated to other employees, or illness, medical, dental or optical care of or injury in the employee's immediate family (i.e. spouse, parents, step-parents, children, step-children, grandparents, siblings, step-siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis), or any other relative residing with the employee.

SECTION 4: An employee on sick leave shall inform his/her immediate supervisor of the fact and reason therefore, by 9 a.m. if possible.

SECTION 5: An employee who has been absent on paid sick leave for three (3) consecutive days must notify his/her supervisor within one (1) hour of starting time for each additional day of absence. The Employer reserves the right to request a medical report from the employee's health care provider concerning a sick leave absence that extends beyond three (3) consecutive days. Such report shall indicate that the employee was under the health care provider who advised him/her to remain home from work. An employee whose sick leave extends beyond three (3) consecutive days may be required to present and/or submit to a fitness for duty examination and/or report. The fitness for duty report, if required, shall be submitted to the Employer. If such certification is required, the return to work date may be delayed until the report has been provided.

SECTION 6: Any sick leave that extends beyond three (3) consecutive days will be reviewed to determine whether the absence qualifies as FMLA leave.

SECTION 7: For eligibility or return to duty issues, the Employer reserves the right to obtain a second medical opinion from a physician of its choice and at its expense. If the second medical opinion disagrees with the opinion of the employee's health care provider, the Employer and the employee will select a third health care provider whose opinion will be final. The Employer will pay the cost of the third opinion.

SECTION 8: Upon retirement, an employee with ten (10) or more years of service may receive cash payment for one fourth (1/4) the value of the accrued, but unused sick leave credit, not to

exceed thirty (30) days or two hundred forty (240) hours.

SECTION 9: In the event an employee dies while employed by the Employer, his/her estate shall be paid for the employee's unused paid sick leave in accordance with the applicable state law.

SECTION 10: Other than as provided in Sections 8 and 9, no employee shall be paid for any unused sick leave upon termination of employment.

SECTION 11: An employee hurt on the job shall have the option of using his/her paid sick leave, workers compensation benefits or vacation.

SECTION 12: Full time employees who do not utilize any sick leave in a six (6) month period shall have the option of converting three (3) days of sick leave to vacation leave. The six (6) month periods are from January 1st to June 30th and July 1st to December 31st of each year.

## ARTICLE 21
## FUNERAL LEAVE

SECTION 1: In the event of the death of an immediate family member, an employee shall receive three (3) working days bereavement leave and up to three (3) additional working days which may be charged against the employee's accumulated sick or vacation leave.

SECTION 2: For the purposes of this Article, immediate family members include: spouse, parents, step-parents, children, step-children, grandparents, siblings, step-siblings, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

SECTION 3: For the death of a person other than an immediate family member, an employee shall receive one (1) day to attend the funeral and two 2) day if the funeral is out of state. The employee must use vacation or leave without pay for this purpose. The Employer reserves the right to require verification for requested bereavement leave.

## ARTICLE 22
## PARENTAL LEAVE

SECTION 1: An employee shall be granted a parental leave upon the adoption or birth of a child of which the employee is the parent or legal guardian or for medical conditions related to pregnancy or childbirth. Such leave shall be in accord with the leave requirements of the Family and Medical Leave Act and the Pregnancy Discrimination Act. An employee shall have a maximum of twelve (12) weeks for leave.

SECTION 2: An employee must submit a request for leave in writing to his/her supervisor at least four (4) weeks before commencement of the leave, unless the employee presents a physician's letter advising the Employer of the immediate need for leave.

SECTION 3: Parental leave may be taken as sick leave, vacation, unpaid leave, or any combination thereof.

SECTION 4: For the duration of any parental leave, the Employer shall maintain the employee's health insurance coverage to the same extent and under the same conditions as such coverage would have been provided had the employee continued working.

## ARTICLE 23
## MILITARY LEAVE

SECTION 1: A military leave of absence will be granted to an employee who is a member of the Ohio organized militia or other reserve component of the armed forces of the United States, including the Ohio National Guard.

SECTION 2: Any such employee shall be entitled to leave without loss of pay for such time as he/she are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is 176 hours. The service need not be for one continuous period of time. If the service period is longer than a month, the employee may be entitled to additional compensation, depending upon the pay differential between the relative compensation rates for public employment and military service. An employee may also be eligible for leaves of absence, re-employment rights or other benefits under the Uniformed Services Employment and Reemployment Rights Act (USERRA) if he/she meets the eligibility requirements contained therein.

SECTION 3: An employee shall submit an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

## ARTICLE 24
## SICK LEAVE WITHOUT PAY

SECTION 1: An employee shall be granted a leave of absence without pay for a period not to exceed six (6) months due to personal or family illness or injury or pregnancy. Application for such leave shall be supported by medical evidence satisfactory to the Employer. In the case of family illness, evidence shall be submitted indicating the employee's presence is essential.

SECTION 2: An employee does not earn sick leave or vacation credit while on sick leave without pay. However, time spent on authorized sick leave without pay is to be counted in determining length of service in accordance with Articles Fourteen (14), Fifteen (15), and Sixteen (16).

## ARTICLE 25
## FAMILY MEDICAL LEAVE ACT

SECTION 1: The Family Medical Leave Act (FMLA) of 1993 provides that eligible employees are entitled to up to twelve (12) work weeks of unpaid leave within a 12-month period for one or more of the following reasons:

A. To care for the employee's child after birth; or for adoptive or foster care children during the first 12 months after placement.
B. To care for the employee's spouse, parent or child under 18 years of age, who has a serious health condition.
C. For a serious health condition that makes the employee unable to perform their job.

Such leave may be taken on either a continuous or intermittent basis.

SECTION 2: To be eligible for FMLA leave an employee must have completed 12 months of employment (need not be consecutive) with the Employer and worked a minimum of 1,250 hours over the previous twelve months. Employees seeking FMLA leave must submit an application to the Human Resource Department.

SECTION 3: FMLA leave shall run concurrently with paid medical leave or workers compensation benefits when the medical reason qualifies as leave under the FMLA.

## ARTICLE 26
## JURY AND WITNESS DUTY LEAVE

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and jury duty pay or witness pay. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or a witness pay voucher, if one was received, showing the period of jury service or witness service and the amount of jury pay or witness pay received.

## ARTICLE 27
## UNION LEAVE

At the request of the Union, leave of absence without pay shall be granted to employees who have completed their probationary period and who are required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. In each case, the Union shall inform the Employer of its request no later than ten (10) working days before the leave is to commence. No more than two (2) employees shall be on Union Leave at the same time and a Union Leave shall not exceed seven (7) working days.

## ARTICLE 28
## PERSONAL LEAVE

SECTION 1: An employee who has completed his/her probationary period may request a personal leave of absence without pay not to exceed six (6) months. An additional six (6) months personal leave may be granted.

SECTION 2: The Employer shall have sole discretion to grant or deny a personal leave request and said decision shall not be subject to the grievance procedure.

## ARTICLE 29
## APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay and any extension thereof must be applied for in writing to the Chief or his/her designee on forms supplied by the Employer at least twenty (20) working days prior to the proposed commencement of the leave except in serious or unusual circumstances. Notification of the approval or denial of the requested leave shall be given to the employee within writing within ten (10) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

## ARTICLE 30
## OTHER LEAVE OF ABSENCE PROVISIONS

SECTION 1: An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed by the Employer and provided the employee gives the Employer ten (10) working days prior notice.

SECTION 2: An employee who is on approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his/her same position within his/her classification.

SECTION 3: If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work.

SECTION 4: An employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, unless in either case there exists mitigating circumstances, shall be deemed absent without leave in violation of Article Fourteen (14).

## ARTICLE 31
## HOLIDAYS

SECTION 1: All full time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

SECTION 2: Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

## ARTICLE 32
## VACATIONS

SECTION 1: From December 31, 2007 to December 31, 2010, all regular full time employees shall be granted the following vacation leave with full pay each year based upon their length of County Service as follows:

| | |
|---|---|
| 1 to 3 years, inclusive | 80 working hours |
| 4 to 6 years, inclusive | 120 working hours |
| 7 to 10 years, inclusive | 160 working hours |
| 11 to 15 years, inclusive | 200 working hours |
| After 15 years | 240 working hours |

Employees who have earned vacation leave under the above schedule shall carry over any unused leave after December 31, 2009. Employees shall have five years to use such carried over vacation leave. If such vacation leave is not used within five years, it will be forfeited. Such additional vacation time shall be excluded from the calculation of maximum allowable time in Section 2.

SECTION 2: Effective January 1, 2011, except as provided in Section 3, all regular full time employees shall be granted the following vacation leave with full pay each year based upon their length of County Service as follows:

| Combined Service Time (Vacation Eligibility Date) | Annual Amount | Maximum Allowable |
|---|---|---|
| 1 year, less than 5 years | 80 Hours | 240 Hours |
| 5 years, less than 10 years | 120 Hours | 360 Hours |
| 10 years, less than 20 years | 160 Hours | 480 Hours |
| After 20 years | 200 Hours | 600 Hours |

SECTION 3: An employee becomes eligible for vacation leave on his/her employment anniversary date and vacation leave shall be taken by the employee within twelve (12) months after it is earned. Employees may carry maximum vacation leave for three (3) years. The Employer will notify an employee when he/she reaches their vacation maximum. Except for vacation leave earned under Section 1, any accumulated vacation hours beyond the three (3) years maximum will be forfeited.

SECTION 4: Any employee who has rendered service to the County of Cuyahoga shall have the period of such service credited and counted for the purpose of computing the number of years to determine vacation credit only. Credit for such prior service shall be established by filing in the County Office of Human Resources a certificate of such prior service from the former place or places of employment. In the case of service as a law clerk with the Employer, credit shall be allowed only to regular full time employees. For the purpose of vacation accrual, equal service credit for service with the Cleveland Legal Aid Society shall be provided only to the closed group of attorneys of the Municipal Court Division who were hired by the Public Defender pursuant to the Accretion Agreement that is attached as Appendix C.

SECTION 5: Any accrued and unused vacation time will be paid to the employee upon employment termination. In case of death of any employee, the unused vacation leave shall be paid to his/her estate or in accordance with R.C. 2113.04.

SECTION 6: Vacation time cannot be used in less than one (1) hour increments.

SECTION 7: Employees on unpaid leave of absence do not accrue vacation hours while in unpaid status.

## ARTICLE 33
## PROFESSIONAL FEES

SECTION 1: The Employer shall, for the term of this Contract, pay the biennial Supreme Court registration fees for bargaining unit employees.

SECTION 2: Employees shall have access to the County Law Library in accordance with the library's rules and regulations and the Employer shall pay any membership fees.

## ARTICLE 34
## CONTINUING LEGAL EDUCATION

Employees shall be allowed to attend Continuing Legal Education (CLE) seminars during working hours without loss of pay to meet their annual State CLE requirement. Thereafter, employees may attend work related CLE seminars during working hours without loss of pay provided 1) the seminar does not interfere or conflict with or otherwise affect his/her assigned job duties; 2) the seminar is offered in the State of Ohio, and 3) the seminar does not result in any costs to the Employer.

## ARTICLE 35
## CASELOAD AND WORKLOAD

SECTION 1: An attorney who believes his/her caseload exceeds the level at which he/she can provide quality legal representation, consistent with his/her professional responsibility, may request a case review and adjustment. The case review shall be conducted by the attorney's immediate supervisor as soon as practicable after the request is made.

SECTION 2: If the case review reveals that the attorney's caseload is excessive, the supervisor shall, in consultation with the attorney and the Chief or his/her designee, make the necessary adjustments. These adjustments may include but are not limited to reducing or eliminating new intake, transferring cases to another employee or increasing the amount of supervision and assistance.

## ARTICLE 36
## JOB DESCRIPTIONS

For each position there shall be a job title, description of duties and statement of minimum qualifications. The job description shall list the central duties of the particular job and shall include automatically all functionally related duties whether listed or unlisted. A copy of his/her job description shall be given to each employee at the time of his/her hiring and at the time an employee accepts a position with a different job description.

## ARTICLE 37
## SUBCONTRACTING

The Employer reserves the right to assign bargaining unit work as it deems necessary or desirable to persons outside the bargaining unit by way of subcontracting, utilizing pro bono work, utilizing a panel of attorneys or assigning such work to non-bargaining unit personnel. The Employer shall not assign any bargaining unit work to persons outside the bargaining unit for the purpose of causing any layoffs or reduction of pay or benefits to any bargaining unit employees. The Employer shall avoid, insofar as is reasonably practicable, the assignment of bargaining unit work to persons outside the bargaining unit when it would result in any layoffs or reduction in pay or benefits to any bargaining unit employee.

## ARTICLE 38
## HEALTH COVERAGE

Employees covered by the Agreement shall be eligible for the same health insurance benefits, under the same terms and conditions, as all other employees of the Public Defender. When the County implements changes to the health benefits that are provided to the other employees of the Public Defender, the changes shall also be applicable to bargaining unit employees.

## ARTICLE 39
## PRINTING OF CONTRACT

The parties shall share equally in the cost of the printing of this Contract.

## ARTICLE 40
## P.E.R.S. TAX DEFERRAL

Employee contributions to the Public Employee Retirement System (P.E.R.S.) will not be included in the gross taxable income subject to Federal Withholding taxes.

## ARTICLE 41
## TRAVEL ALLOWANCE

SECTION 1: An employee may attend, at the Employer's expense, a conference or convention provided their attendance is authorized and the employee's work is directly related to the subject matter of the conference or the convention.

SECTION 2: Requests to attend such activities shall be submitted on forms provided by the Employer at least ten (10) working days prior to the date of the event.

SECTION 3: An employee required to use his/her own vehicle for work related activities shall be compensated for mileage at the IRS rate but the rate shall not exceed the mileage rate the employer pays its non-bargaining employees.

SECTION 4: The Employer reserves the right to determine the number of employees and to select the employees who will attend a conference or convention. However, attendance opportunities shall be equitably rotated among employees.

SECTION 5: Travel requests must be approved by management. The Employer shall pay the cost of accommodations for all approved work-related activities.

## ARTICLE 42
## BILINGUAL SUPPLEMENT

Employees who perform bilingual services shall be paid a supplement of one thousand five hundred dollars ($1,500) per calendar year.

## ARTICLE 43
## MODIFICATION/IMPASSE RESOLUTION

SECTION 1: Amendments to and modifications of this Contract may be made by mutual agreement of the parties. The party proposing to amend or modify the Contract shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed amendment or modification.

SECTION 2: Either the County or the Union may initiate negotiations by letter of submission forwarded to the other party by October 1st of the year in which this Agreement expires. The parties shall hold their first negotiation session by October 15th.

All negotiating sessions shall be closed to the public and media. Negotiation sessions shall be conducted during times mutually agreed upon by the parties. Prior to impasse, press releases shall be kept to a minimum and shall be issued jointly.

If by November 30th or a date mutually agreed upon, tentative agreement on all items is not reached the parties shall use the services of the Federal Mediation and Conciliation Service (FMCS).

FMCS shall be contacted jointly by both parties so that mediation may start within three (3) days after petitioning FMCS or the date mutually agreed upon.

Once started, mediations shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the Mediator. In the event the parties are unable to reach an agreement by December 31 or the extension date, either party shall have the option of demanding a fact-finding hearing.

If fact-finding is invoked a panel of seven (7) names shall be requested from FMCS. If the initial panel is unacceptable to either party, that party may request a second panel from FMCS. The parties shall then strike alternately from the list until a fact-finder is selected. The parties may also select a fact-finder who does not appear on the FMCS list by mutual agreement in writing signed by the Chief Negotiators of the parties. A hearing date shall be selected by mutual agreement based on the availability of the fact-finder.

The fact-finder shall make a recommendation issue by issue and may recommend the final offer of either party on each issue or fashion an alternative recommendation for any issue presented. The fact-finder shall have no authority to fashion a recommendation on issues that have not been presented by either party. The parties shall be required to serve upon the other party and the fact-finder a position statement containing their respective final positions in fact-finding at least forty-eight (48) hours prior to the scheduled time and date of the hearing. The parties shall be barred from making a presentation in fact-finding on any issue that is not listed in the position statement.

The fact-finder shall have thirty (30) calendar days from the date of the hearing to issue the non-binding advisory report. The Employer and the membership for the Union shall vote on acceptance or rejection of the report in its entirety within forty-five (45) calendar days from receipt of the report. Rejection of the report by the Union shall require a three-fifths majority vote of the union membership. If the report is rejected, the parties may continue in negotiations or declare impasse.

If impasse is reached, the Employer may implement its last best offer or, at its discretion, choose to continue with current contract language.

## ARTICLE 44
## LEGALITY

It is the intent of the Employer and the Union that this Contract comply in every respect with applicable legal statutes and, if it is determined by a court of competent jurisdiction that any provision of this Contract is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the Contract shall be reopened on that provision and the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

## ARTICLE 45
## SUCCESSORS AND ASSIGNS

To the extent permissible under the Ohio Revised Code, this Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

## ARTICLE 46
## WAGES

SECTION 1

The salary schedule and progression guidelines attached and identified as Appendix A, is incorporated by reference as the salary schedule effective for the duration of this Agreement.

The parties to this Agreement concur that there should be "parity" in compensation between the Assistant Public Defenders who represent indigent clients in Cuyahoga County and the Assistant Prosecutors employed by the Cuyahoga County Prosecutor's Office who represent the State in the same cases, in the same courtrooms, where the Assistant Public Defenders are representing indigent clients. For this reason, the County agrees that the pay ranges (see Appendix A) adopted by County Council for the Assistant Prosecuting Attorneys who handle those cases shall be adopted as stated below.

SECTION 2

**2013**

Effective the first date of the first full pay period in July, 2013 any Assistant Public Defender below the minimum step for their respective Grade shall be adjusted up to the new minimum for their respective Grade.

Effective the first date of the first full pay period in October, 2013 all remaining Assistant Public Defenders shall receive a two per cent (2%) pay increase added to their base rate. For those Assistant Public Defenders, who would exceed the maximum rate pursuant to their existing pay

grade, shall be paid a pro- rated lump sum payment based on a two per cent (2%) increase over their annual salary.

**2014**

Effective the first day of the first full pay period in March 2014, all Assistant Public Defenders (with the exception of those receiving an upgrade to the minimums, in excess of four per cent) shall be credited with a two per cent (2%) salary increase. Following the application of the two per cent (2%), employees shall be slotted into the next step on the new schedule, in their applicable pay rate that does not result in a decrease in salary. those Assistant Public Defenders, who would exceed the maximum rate pursuant to their existing pay grade, shall be paid a pro-rated lump sum payment based on a two per cent (2%) increase over their annual salary, provided that any employee identified as moving from Grade 1 Step 2 to Grade 2 Step 1 during calendar year 2014 shall not be eligible for the lump sum.

**2015**

If in 2015 the Cuyahoga County Council approves a budget appropriation for the purpose of implementing a 2015 program of across-the-board salary increases for 2015 for the Assistant Prosecuting Attorneys handling criminal prosecutions or juvenile adjudications, (either through across-the-board cost of living increases to base salaries, a program of systematic merit increases, or both), and the Prosecutor's Office implements such a 2015 program, the Public Defender's Office shall implement a comparable program in 2015 as stated herein. Within the Public Defender's Office, 2015 increases shall be allocated on an individual basis by providing step and/or grade increases to those members of the Bargaining Unit who the Chief Public Defender determines should receive them based on merit and/or the achievement of work responsibility and seniority milestones as outlined in this Agreement.

## ARTICLE 47
## LABOR MANAGEMENT COMMITTEE

SECTION1. In the interest of promoting sound labor- management relations, the Public Defender and the Union agree to hold quarterly labor management meetings. The meeting will be attended by an equal number of labor and management representatives, however the labor team shall be comprised of at least one representative from each division.

SECTION 2. Labor Management meetings will be scheduled at least five (5) work days in advance at a time mutually agreeable to the parties.

SECTION 3. A meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply the Public Defender with the names of those Union representatives who will be in attendance.

SECTION 4. Labor Management meetings are not intended nor shall they result in an alteration or modification of the labor agreement. However, any recommendations or agreements consistent

with the labor agreement reached by the parties shall be reduced to writing, dated, and signed by both parties.

SECTION 5. In order to maximize the effectiveness of the Labor-Management Committee, the parties agree to attend joint training offered by the Federal Mediation and Conciliation Service (FMCS) during the first six months of the contract.

## ARTICLE 48
## DURATION

This contract shall be effective on January 1, 2013 and remain in full force and effect through December 31, 2015.

**ON BEHALF OF THE UNION:**

Mark Davis, Regional Director
Ohio Council 8, AFSCME,
AFL-CIO

Local 3631

Local 3631

Local 3631

**ON BEHALF OF THE EMPLOYER:**

Edward FitzGerald,
County Executive

Robert Tobik, Chief Public Defender

Appendix A

## Cuyahoga County Public Defender's Office
## Pay Equity Study Guidelines

Grade 1

| | |
|---|---|
| 1. $52,102 | 2. $53,590 |

Grade 2

| | | | |
|---|---|---|---|
| 1. $58,202 | 2. $59,865 | 3. $61,528 | 4. $63,191 |
| 5. $64,854 | 6. $66,517 | 7. $68,180 | 8. $69,843 |

Grade 3

| | | | |
|---|---|---|---|
| 1. $66,124 | 2. $68,485 | 3. $70,847 | 4. $73,208 |
| 5. $75,570 | 6. $77,931 | 7. $80,293 | 8. $82,655 |

Grade 4

| | | | | | |
|---|---|---|---|---|---|
| 1. $77,837 | 2. $80,617 | 3. $83,397 | 4. $86,177 | 5. $89,957 | 6. $91,737 |
| 7. $94,517 | 8. $97,297 | 9. $99,459 | 10. $101,621 | 11. $103,873 | 12. $105,945 |

### PLACEMENT OF NEW HIRES

**New hires without prior experience** will be slotted as an Assistant Public Defender Grade 1, Step 1.

**New hires with prior experience** will be slotted as determined by the Chief Public Defender and will then progress in the same manner as other similarly graded and slotted. For example, an attorney with prior experience who is hired and slotted at Grade Two, Level Two will be treated as if that attorney had been employed in the Office for three previous years and was no entering a fourth year of employment (two years at Grade One; and one year at Grade Two, Step 1).

For the new classification structure implementation, employees received the years of prior service authorized by the bargaining agreement and submitted to the Archer Company.

### PROGRESSION WITHIN GRADE ONE (INEXPERIENCED ATTORNEY LEVEL)

After one year, a one-step promotion will be given to employees who have successfully performed at Grade One, Step 1.

## PROMOTION TO AND PROGRESSION WITHIN GRADE TWO (APPRENTICE FELONY/APPEALS; JOURNEYMAN MUNICIPAL/JUVENILE

A one-grade promotion will be given to successfully performing attorneys who have been in Grade One for two years or who were initially hired at Grade One, Step Two and who have successfully completed one year.

Attorneys in Grade Two are eligible for annual step increases.

### Felony Trial and Appeals

It is anticipated that a Grade Two attorney moving to Felony Trial form another division will normally remain at Grade Two for one year after transfer because of the time necessary to transition to jury trials. It is anticipated that a Grade Two attorney moving to Appeals from another division will normally remain at Grade Two for one year after transfer because of the time necessary to transition to appellate work. At that point, it is anticipated that the attorney will be eligible for promotion to Grade Three provided the attorney has been in Grade Two for at least four years, see below.

### Municipal and Juvenile

Attorneys in Juvenile and Municipal will advance within Grade Two until they remained in Grade Two for eight years. At that point, subject to supervisor approval, a one grade promotion to Grade Three will be granted.

## PROMOTION TO AND PROGRESSION WITHIN GRADE THREE (INTERMEDIATE FELONY/APPEALS; EXPERIENCE MUNICIPAL/JUVENILE)

**Felony Trial and Appeals:** Attorneys in Felony Trial and Appellate who have demonstrated an ability to represent clients on lower level felonies without supervision (Indictments/convictions for F-5, F-4, and F-3) will be promoted to Grade Three provided they have been in Grade Two for at least four years.

Felony and Appellate attorneys in Grade Three will be eligible for step increases annually.

**Municipal/Juvenile:** Municipal and Juvenile attorneys who have been in Grade Two for eight years will be promoted to Grade Three, subject to supervisor approval. Within Grade Three, a Municipal or Juvenile attorney will be eligible for a step increase annually but will not be permitted to receive more than three consecutive annual step increases unless the Municipal or Juvenile attorney has demonstrated particular skills in handling significant or complex cases, or unless the Municipal or Juvenile attorney has demonstrated a commitment to the mission of the Public Defender's Office via exemplary contributions to other divisions or significant mentoring of less senior attorneys within that particular division.

## PROMOTION TO AND PROGRESSION WITHIN GRADE FOUR (JOURNEYMAN AND SENIOR FELONY/APPEALS; SENIOR MUNICIPAL/JUVENILE)

Any attorney who has been in Grade Three for ten years will, subject to supervisor approval, be promoted to Grade Four.

**Senior Felony/Appeals:** Attorneys is Felony Trial and Appellate who have demonstrated an ability to represent clients on upper level felonies without supervision (F-2, F-1, homicides) will be promoted to Grade Four and will be eligible for annual step increases. Felony/Appellate attorneys who have been promoted to Grade Four solely as a result of having been in Grade Three for ten years will be eligible for a step increase annually but will not be permitted to receive more than two consecutive annual step increases unless they have demonstrated particular skills in handling significant or complex cases, or unless they have demonstrated a commitment to the mission of the Office via exemplary contributions to other divisions or significant mentoring of less senior attorneys within that particular division. For attorneys in the Felony and Appellate Divisions, "particular skills in handling significant or complex cases" will normally be interpreted as the ability to represent clients on upper level felonies without supervision.

**Municipal/Juvenile Progression within Grade Four:** Municipal/Juvenile attorneys in Grade Four will be eligible for a step increase annually but will not be permitted to receive more than two consecutive annual step increases unless they have demonstrated particular skills in handling significant or complex cases, or unless they have demonstrated a commitment to the mission of the Office via exemplary contributions to other divisions or significant mentoring of less senior attorneys within that particular division. It is anticipated that Municipal or Juvenile attorneys who receive more frequent step increases while in Grade Four because of particular skills, significant contributions, etc., will have performed at an exemplary level. For the purposes of the initial slotting in 2014, Municipal and Juvenile attorneys will not progress past Step 7. Following the initial slotting in 2014, this limitation shall no longer apply.

**First Chair Death Penalty:** An attorney who is qualified as a first-chair death penalty trial counsel, as determined by the Ohio Supreme Court pursuant to Rule 20, will receive a two-step increase when, in the opinion of the Public Defender, that attorney has demonstrated an ability to litigate cases as lead counsel and without supervision.

**Post-Conviction Capital Litigation:** A Rule 20 certified appellate attorney who is engaged in significant post-conviction capital litigation is eligible for a one-time one-step increase at the discretion of the Public Defender.

## GENERAL PROVISIONS REGARDING COMPENSATION

**Date of Promotion**: Progression of attorneys hired after 10/1/08 shall be calculated from the date of hire. Progression of attorneys hired prior to 10/1/08 will be calculated form October of the year of date of hire. However, pay increases will be implemented as monies for such become available and in accordance with the bargaining agreement, and thus may occur later than on the anniversary dates. For example, an attorney would not be eligible for promotion from Grade One, Step-One to Grade One, Step-Two until the first anniversary of hiring, and may not actually receive an increase in pay until the next time that funds for salary increases become available and in accordance with the bargaining agreement.

Following 2014 Initial Slotting, Amount of Increase Upon Promotion to New Grade: Promotions to the next grade will be slotted at the first available step that represents at least a five percent increase from the previous Grade and Step.

**Senior Attorneys and Bilingual Attorneys:** A limited number of senior attorneys who make extraordinary contributions to the Public Defender's Office, that must include mentoring and monitoring younger attorneys, will receive up to a two-step increase. Senior attorneys should have at least fifteen years of experience. Bilingual attorneys receiving translator bonuses will receive a $1500 increase in salary, but will remain in the grade and slot determined appropriate for their experience and performance without consideration of the bilingual-bonus.

**Discretion of the Public Defender**

The Public Defender has discretion to make exceptions to the above guidelines on an individual basis, both positively and negatively.

## SIDE LETTER OF AGREEMENT

### 2014-2015 ANTICIPATED MILESTONE INCREASES FOR ASSISTANT PUBLIC DEFENDERS

The Chief Public Defender has identified below all employees by name who are subject to milestone step/grade increases in 2014 and 2015 under the guidelines (i.e. have met performances standards/performed satisfactorily) and the amount of the increase each will receive and the effective date it will be paid.

| Name | March 2014 Grade/Step and salary | Date of Milestone | New |
|---|---|---|---|
| Arinze | Grade 3/Step 5: 75,570 | 10/1/15 | Gr. 4/Step 2: 80,617 |
| Cavendar | Grade 1/Step 2: 53,590 | 6/4/2014 | Gr. 2/Step 1: 58,202 |
| Evans | Grade 2/Step 3: 61,528 | 10/1/2015 | Gr.3/Step 1: 66,124 |
| Gardner | Grade 2/Step 2: 59,865 | 10/1/2015 | Gr.3/Step 1: 66,124 |
| Glassman | Grade 1/Step 1: 52,102<br>Grade 1/Step 2: 53,590 | 12/7/2014<br>12/7/2015 | Gr.1/Step 2: 53,590<br>Gr. 2/Step 1: 58,202 |
| Hartman | Grade 2/Step 4: 63,191 | 10/1/2014 | Gr.3/Step 2: 68,485 |
| Huber | Grade 1/Step 2: 53,590 | 12/4/2014 | Gr. 2/Step 1: 58,202 |
| Kennedy | Grade 2/Step 3: 61,528 | 10/1/2015 | Gr.3/Step 1: 66,124 |
| Klosterman | Grade 2/Step 4: 63,191 | 10/1/2014 | Gr.3/Step 2: 68,485 |
| Molica | Grade 2/Step 2: 59,865 | 10/1/2015 | Gr.3/Step1: 66,124 |
| Simmons | Grade 2/Step 4: 63,191 | 10/1/2014 | Gr.3/Step 2: 68,485 |

| | March 2014 Grade/Step and salary | Date of Milestone | New Grade/Step Salary |
|---|---|---|---|
| Simms | Grade 1/Step 1: 52,102 | 10/7/2014 | Gr.1/Step 2: 53,590 |
| | Grade 1/Step 2: 53,590 | 10/7/2015 | Gr. 2/Step 1: 58,202 |
| Taylor | Grade 1/Step 1: 52,102 | 11/8/2014 | Gr.1/Step 2: 53,590 |
| | Grade 1/Step 2: 53,590 | 11/8/2015 | Gr. 2/Step 1: 58,200 |

Timeline of Milestones

Pay period following:

| | | |
|---|---|---|
| June 4, 2014 | Cavendar: | Grade 2, Step 1 |
| October 1, 2014 | Klosterman: | Grade 3, Step 2 |
| | Hartman: | Grade 3, Step 2 |
| | Simmons: | Grade 3, Step 2 |
| October 7, 2014 | Simms: | Grade 1, Step 2 |
| November 8, 2014 | Taylor: | Grade 1, Step 2 |
| December 4, 2014 | Huber: | Grade 2, Step 1 |
| December 9, 2014 | Glassman: | Grade 1, Step 2 |
| October 1, 2015 | Arinze: | Grade 4, Step 2 |
| | Evans: | Grade 3, Step 1 |
| | Gardner: | Grade 3, Step 1 |
| | Kennedy: | Grade 3, Step 1 |
| | Molica: | Grade 3, Step 1 |
| October 7, 2015 | Simms: | Grade 2, Step 1 |
| November 8, 2015 | Taylor: | Grade 2, Step 1 |
| December 9, 2015 | Glassman | Grade 2, Step 1 |

AFSCME Council 8

Edward FitzGerald, County Executive

AFSCME Local 3631

Robert Tobik, Chief Public Defender

5-29-2014