

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Fact Finding Procedures

)	Cases No(s).14 MED 10-1486
)	
International Brotherhood of Teamsters)	
Local 293)	GREGORY P. SZUTER, FACT FINDER
Labor Organization)	
)	
and)	REPORT AND
)	RECOMMENDATION
Medina Office of Public Defender)	
Public Employer)	

for the Labor Organization:

John R. Doll, Esq.
DOLL, JANSEN, FORD & RAKAY
111 West First Street, Suite 1100
Dayton, Ohio 45402-1156
T:937.461.5310
<jdoll@djflawfirm.com>

for the Public Employer:

Robin L. Bell, Regional Manager
CLEMANS NELSON AND ASSOC., INC.
2351 S. Arlington Road, Suite A
Akron, OH 44319
330-785-7700
<<rbell@clemansnelson.com>>

Also present for Labor Organization:

Michael H. Zemla, Sec.-Treas.& Bus.Rep.
Bruce Osborne, Business Agent
Timothy Lutz, Negotiating Committee, Assistant Publ Def.

Also present for Public Employer:

Jocelyn Stefancin, Chief Public Defender
Holly Mureen, County HR Director

Hearing: Medina, Ohio, August 27, 2015
Report Issued : September 24, 2015

INTRODUCTION

The Medina County Office of Public Defender (herein also "Employer" or "Public Defender") and International Brotherhood of Teamsters Local 293, (herein "Union" or "Local 293") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration for the purpose of to establishing the terms for a collective bargaining agreement. This fact finding relates to the successor of the collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer covering a unit of professionals.

THE UNIT FOR BARGAINING

On April 4, 2013 the unit for bargaining was the certified by the State Employment Relations Bard (SERB) with Local designated bargaining agent. The unit description is all full time and regular part time Assistant Public Defenders and excluding all clericals and other employees of the Employer.

THE COLLECTIVE BARGAINING AGREEMENT AND RECENT NEGOTIATIONS

The expiring agreement was effective January 1, 2014 through December 31, 2015. It is the first agreement between the parties since the certification of the bargaining agent.

The parties met in negotiation for the terms of a successor CBA in accord with the law in five (5) negotiation sessions between January 22, 2015 and April 2, 2015. In those sessions the parties had reached Tentative Agreements (TA) on ten separate articles.

Other offers and counter-offers were made and withdrawn in favor of current contract language on all matters and are not identified above as Tentative Agreements or below as the issues for decision. The Tentative Agreements have not yet been executed but had been presented at hearing and appear in the Appendix.

The parties were unable to resolve two issues. Matters still at impasse between the Public Defender and Local 293 were submitted to advisory fact finding. The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of May 29, 2015, pursuant to R.C. 4117.14(C)(3). The parties entered into a stipulation for extension of the time for issuance by Fact Finder of a report and recommendation under Administrative Rule 4117 -09-05(G) until September 24, 2015. (See **Appendix A**)

ISSUES

This Fact Finder's Report addresses the following issues at impasse as shown in the parties' position statements as of the opening of hearing. Each listed issue may contain several sub-issues to be addressed under that heading.

Issue 1

Article 11, Employee Rights (New Section 11.08 — Case Load Limits)

Article 11, Employee Rights -- Union proposal for Minimum Staffing

Issue 2

Article 26, Salary Schedule (Sections 26.01 and 26.02)

HEARING

The evidentiary hearing commenced on August 27, 2015, at Medina, Ohio. The parties' stipulation in accord with O.A.C 4117-9-05(G) extended the period for the fact finding report. Pre-hearing statements of the issues were submitted by on August 26, 2015. The Employer statement was received via email by close of business in conformity with O.A.C Rule 4117-9-05(F). The Union's position statement was received via email four hours later. Union counsel had been delayed in a hearing. At the fact finding hearing the Rule was discussed by the parties and the Fact Finder. The Rule provides that in the absence of a timely position statement the Fact Finder is to "take evidence only in support of *matters raised* in the written statement provided..." (Emphasis added)

As applied here, the evidence from both parties may address only the "matters" raised in the Employer statement. However, the issues were nearly identical. Although the sub issues of the Union proposal under Article 11 varied (ie, minimum staffing, vs. maximum case load per staff) and had different theories of opposition by the Employer, the Employer did anticipate the issue sufficiently to make a position statement on minimum staffing. The two sub issues may or may not have been arguably incorporated by the term "matters" raised by the Employer's statement under the Rule.

Rather than have an interpretation of the Rule made and applied, the parties entered a stipulation that the Employer would waive any objection under O.A.C. Rule 4117-9-05(F) to the late receipt of the Union's position statement. The Parties' Stipulations under O.A.C 4117-9-05(G) and O.A.C. 4117-9-05(F) is at **Appendix B**.

MEDIATION

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). After a good faith attempt to mediate the positions, the impasse was resolved as to all open issues. Those agreed through mediation (Article 11, Employee Rights and Article 26, Salary Schedule) are set out in the agreed report below. Those resolved by TA are set out in the Appendix.

FINDINGS OF FACT

THE EMPLOYER'S ACTIVITIES

Medina County is located in Northeast Ohio and consists of four (4) cities (Brunswick, Medina, Rittman and Wadsworth), seven (7) villages and seventeen (17) townships. The cities that have municipal courts sitting are Medina and Wadsworth. The juvenile court is in Medina.

The Medina Public Defender Commission was established on December 29, 2003, (eff. January 1, 2004). The County Commissioners of a County may establish Public Defender Commission, a body authorized by the Ohio Revised Code 120.13 and 120.14. Such a commission is constituted of five members three of whom are appointed by the County and two by the Court of Common Pleas with terms stated by law. The Public Defender Commission appoints a Chief Public Defender who may removed from office for good cause. R. C. 120.14 (A) (1). In addition, "The commission shall determine the qualification and size of the supporting staff..." R. C. 120.14 (B).

The Public Defender Commission recommends an annual operating budget to the County and makes an annual report and otherwise complies with the requirements of the statute. The funding of the Public Defender is stated by statute as 50% of the total cost of each county public defender office payable by the state subject to appropriation and proportionate allocation to the public defender offices throughout the state. From the applications of various statutory terms the subsidy from the state in absolute numbers is a slightly lower ratio (48%) according to the testimony.

The Public Defender of Medina County Ohio provides legal representation to the indigent of Medina County with respect to criminal charges that present risk of incarceration. The legal services provided are by the Public Defender to indigent criminal defendants in the municipal courts, which are primarily misdemeanor charges, and to juveniles charged in delinquency and unruly cases. Traffic cases that do not present risk of incarceration are not included in the services rendered. At present the services of the Public Defender does not provide representation in criminal cases of the Court of Common Pleas, which are primarily felony cases, or on appeal. Those cases are in the currently being represented by assigned counsel along with other cases that might otherwise fit the criteria but do not fall within the misdemeanor/juvenile criteria (eg. contempt of court).

In Medina County there have been four incumbents in the position of Chief Public Defender since the establishment of the Commission. One of them is currently a member of the bargaining unit. The current Chief Public Defender has staff of five Assistant Public Defenders. One has been on a long term leave of absence for work related injury. Three have recently resigned, of which two have been replaced. One was hired in January 2015 and one in June 2015. The active staff is now one long term Assistant Public Defender and two recent new hires. The third hire has been interviewed is expected to begin within a month of the hearing making the active compliment four.

FINANCIAL DATA

Medina County has population of 172,332 (2010) which is an increase of 14.1% from the 151,095 population (2000). The median income for a household in Medina County is \$55,811 and the median income for a family was \$62,489. The County borders on five other counties. A comparison of tax revenue of those five and three other near counties (ie nine total¹) ranks Medina middle in tax revenue, highest in per capita income, and lowest in poverty.²

The poverty statistic is the most indicative of the demand for services by the Public Defender Office. There are proportionally more cases of indigent criminal charges in counties where the poverty rate is higher. However, all other counties compared represent indigents with felony and miscellaneous charges while Medina, with the lowest poverty rate, provides only juvenile and misdemeanor representation.

The County operations supported through the General Fund budget have been trending since 2011 from \$34 million to over \$35 million in 2014 in terms of both revenue and expenditures. The

¹ Nine: Cuyahoga, Summit, Wayne, Ashland, Lorain, plus Richland, Stark and Tuscarawas, with Medina.

² Percent of families below poverty

carry over balances of the General Fund are about \$3 million and trending down slightly since 2011. The carry over as a percentage of revenues or expenditures has been roughly 10% to 11% in that period but has declined to around 9% in the most recent year report. While not the most optimal, it has been historically steady although below two months expenses which is the typical standard. The County sought relief for the General Fund from the voters by proposing a ballot issue during the May 2015 primary election that would earmark a five year levy for social services agencies. The measure failed (rounded) 58 % to 42%.

The budget of the Public Defender Commission in the same period, 2011 to 2014, has been in the range (rounded) of \$368,000 to \$382,000. The final for fiscal 2014 was \$372,000. Of this about \$350,000 has been salaries, both professional and clerical. The 2015 budget is \$363,700 to date before any year ending adjustments that may occur.

The cost of felony representation of the indigent in the County using assigned counsel has been in the most recent two closed years, 2013 and 2014, about \$1 million each, or generally three times the Public Defender's budget. The budget for assigned counsel is not taken from the Public Defender's budget.

WAGE COMPARISONS: INTERNAL

The County Commissioners' budget for 2015 assumed a 1.5% factor for increase in salaries. Most increases to date within the County have been 1%. The Public Defender also employs clerical workers who are represented by the same Labor Organization in a different unit. There are three clericals. The expiring agreement for the clericals of January 1, 2014 through December 31, 2015 has been successfully renegotiated for a term of January 1, 2016 through December 31, 2017. The Employer's clerical unit accepted a 1.5% increase effective for each year of the January 1, 2015

through December 31, 2016 agreement.

The Medina Prosecuting Attorney Office has a staff of 12 (adjusted).³ The earnings for midyear 2015 ranged from \$22.84 to \$42.26 with a median of \$32.00. The published range for the Medina Public Defender , year end 2014, was \$17.38 to \$20.26 hourly.

WAGE COMPARISONS: EXTERNAL

Of the nearby counties, Ashland, Lorain and Richland use court appointed counsel. Cuyahoga is the seat of a major metropolitan district having a Public Defender staff of 100 and is not comparative. The balance are considered the comparative counties. The Assistant Public Defenders of the Public Defender Offices of Summit, Wayne, Stark and Tuscarawas and Medina are compared herein.⁴ All except Medina provide felony representation. Wayne and Stark do not have collective bargaining agreements. Stark has a much larger staff, 18 attorneys excluding the chief. It has not had a wage increase through latest information available (2012). Wayne has a staff of three excluding the chief. It has not had a wage increase through 2011 but was increased 2% in 2012.

Of the five comparative counties, Medina ranks fourth lowest, Summit is lower. The Medina Assistant Public Defenders currently earn a hire rate of \$36,511.90 (\$17.38 hourly) to a maximum of \$42,972.80 (\$20.26 hourly) after two years.

A comparison of the ranges, using minimums and maximums show:

³ Based on the Union's evidence, the staff of 14 includes the Chief Prosecutor and one law clerk, the latter paid hourly \$19.23. For year ended 2012 the Union obtained the rates of four other assistant prosecutors with their biweekly salary. Insufficient explanation was made of these for any more discussion.

⁴ The Union presented similar information on Wayne and Stark but also Erie and Geauga counties. The latter two are not used. Both are well above, and Geauga is significantly above, the scale identified with Wayne County and are not within the labor market of public employees in Medina, particularly Erie. The Geauga data showed about 1% increase annually over the period 2010-2013.

RANK BY HOURLY RATE AND COUNTY POVERTY

<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>POVERTY RATE</u>
Wayne	Wayne	Summit 11.2%
Medina	Tuscarawas	Stark 11.0%
Stark	Stark	Tuscarawas 10.4%
<i>Average 16.84</i>	<i>Average 24.30</i>	<i>Average 9.3%*</i>
Summit	Medina	Wayne 8.9%
Tuscarawas	Summit	Medina 5.0%

* calculated

CASE LOAD AND STAFFING

The base staff for the Medina Public Defender Office is five. There is one person on long term injury leave and four active assistant public defenders plus the Chief. Of the four positions, three have had recent turnover with one of those still unfilled. The remaining attorney has been a long term employee of over seven years. The Union argued the case load has increased and even if not there are fewer active attorneys for the same case load.

The staffing of the caseload currently is one assistant public defender assigned to each municipal court, Medina and Wadsworth, and one to Juvenile Court. The Chief carries a case load and also provides some felony representation at arraignments/preliminary hearings only.

The American Council of Chief Defenders, a constituent of the National Legal Aid and Defender Association, issued a report on August 24, 2007 recommending that public defender and assigned counsel caseloads not exceed 150 felonies, 400 non-traffic misdemeanors, 200 juvenile court cases, 200 Mental Health Act cases, or 25 non-capital appeals per attorney per year.

The case load for the Office has increased since 2008. In 2009 the juvenile cases were 301 and in 2014 they became 409. In 2015 they appear to be tracking 2014 to date. In the same period the misdemeanors increased for some years at Medina (1112 to 1147) but have since come down below the 2009 level to 1038. In Wadsworth they steadily increased from 452 to 692. Overall the

misdemeanor load runs about 1700 per year currently. That makes an arithmetic case load of 400 juvenile cases for one attorney and 566 misdemeanors for three attorneys including the Chief. An additional attorney, if split between juvenile and misdemeanors, could bring the arithmetic average case loads to 425 misdemeanors and 266 juvenile cases, only slightly above the objectives advised. However, new assignments may be given to the additional attorney, or at least a full time equivalent if given to more than one attorney, leaving the current dockets unchanged. (*cf. Infra.*)

CRITERIA

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings contained in this report:

1. Past collective bargaining agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The operative criteria applied throughout this Report and Recommendation in is chiefly criteria #5, "any stipulations of the parties." All the open issues were agreed in one form or another, either became agreed by TA or through mediation. For additional substance some of the evidence and arguments on the other criteria is reported in the findings above in order to give context to the bargaining history of agreed terms the CBA for the benefit of negotiations for future agreements.

REPORT AND RECOMMENDATION

ISSUE: No. 1 Tentative Agreements (TA)

CONTRACT SECTIONS:

At the opening of the hearing both of the parties agreed the Articles not listed here remain current contract language (CCL) except the those modified by the issues for hearing below. In addition, the parties entered TA's at the close of hearing on ten additional issues. Those are listed here and appear at **Appendix C**.

Article 7, Non-Discrimination
Article 15, Sick Leave
Article 17, FMLA
Article 21, Holidays and Personal Days
Article 25, Insurances
Article 27, Longevity
Article 28, Disciplinary Action
Article 29, Grievance
Article 30, Arbitration
Article 40, Duration

POSITIONS: The Employer: The Employer has agreed in separate documents to tentative agreements on several of the issues at the hearing on the merits.

POSITIONS: The Union: The Union has agreed has agreed in separate documents to tentative agreements on several of the issues at the hearing on the merits.

FACT FINDINGS : The Tentative Agreements reported are those listed at **Appendix C**.

ISSUE Tentative Agreements Recommendation: The Fact-Finder recommends those tentative agreements. Those open terms that were not subject to tentative agreements at the hearing that were placed before the Fact Finder are subject to fact finding report below The remainder of the contract terms remain as the current contract language. Only the TA as to duration is expressly stated (below Issue No. 4) in order to facilitate future research by SERB or bargaining parties.

ISSUE: No. 2.

CONTRACT : Article 11, Employee Rights (New Section 11.08)

POSITIONS: The Union's Proposal:

"11.08 The County shall employ no less than five (5) Assistant Public Defenders at any time."

During negotiations, the Employer had taken the position that the staffing levels is not a mandatory subject of bargaining and falls solely within the right of management to determine the size of its work force. Therefore, the Union has revised its proposal for hearing to address the case load which is a term and condition of employment for each of the current Assistant Public Defenders. To provide efficient and quality legal services to its juvenile clients the Union proposes to adopt case load limits consistent with the recommendations of the American Council of Chief Defenders. Since most of the work performed by the Medina County Public Defenders involves representation of juveniles, the recommended case load limit would be 200 juvenile court cases per attorney per year. The case load for Assistant Public Defenders employed by the Employer far exceeds the case load limits recommended by the American Council of Chief Defenders.

POSITIONS: The Employer's Proposal :

The Employer had made a proposal during bargaining on Article 11, Sec. 11.02, with reference to public records requests which had been mentioned in its fact finding position statement. It was not listed as an open issue that focused solely on the Union proposal for new section 11.08. The Sec. 11.02 proposal was not in the TA and is considered abandoned.

The Employer has rejected the Union proposal for minimum staffing with five Assistant Public Defenders from the time of its initial introduction by the Union. The determination of how many Assistant Public Defenders are employed by the Public Defender is squarely and firmly within management rights. Management rights are not subject to bargaining unless, and to the extent, they affect wages, hours, terms and conditions of employment or are subjects of preexisting contract terms. RC 4117.08 (C). Staffing has long been held to be a permissive subject of bargaining according to the 10 fact finding and conciliation decisions on minimum staffing presented by the Employer in evidence.

The American Council of Chief Defenders is a professional organization and their report of August 2007 carries no enforceable standard or regulatory authority. It is a white paper of best practices that are adaptable to local variations of circumstance. Having one Assistant Public Defender per court (Medina /Wadsworth/Juvenile) has been an efficient allocation. The case load will improve with the next hire. Of the two new hired attorneys, one has death penalty certification. The long term intent is to begin providing felony representation. The Chief has also done some arraignment work. The Public Defender is 1/3 the budget of assigned counsel. That presents financial incentive to expand into that docket by reducing outside vendor costs to the County.

FACT FINDINGS :

- (1) See Findings: Case Load and Staffing above for context.
- (2) At hearing the Employer disclosed the desire to expand services to felony representation.
- (3) The parties entered a mediated settlement.

ISSUE 2 Recommendation:

After mediation the parties each agreed to recede from the proposals on the staffing/caseload issue in exchange for an agreement to adopt a Side Letter in which the Employer commits to consulting the Union in the event of the institution of a felony docket. The parties agreed to current contract language on Article 11, Employee Rights in total. The Fact-Finder recommends those agreements. See **Appendix D.**

ISSUE: No. 3

CONTRACT : Article 26, Salary Schedule (Sections 26.01 and 26.02)

POSITIONS: The Union's Proposals: Section 26.01:

- 2015 Adding a third step beginning January 1, 2015 at five percent (5%) over prior step 5% (retroactive 1/1, including new third step)
- 2016 5% (1/1)

The bargaining unit employees are currently paid substantially less than the Medina County Assistant Prosecutors. Based on the continuing and increasing salary gap between the Medina County Prosecutors and the Medina County Public Defenders, the Union is proposing adding a third step beginning January 1, 2015 with a five percent (5%) increase for the additional step and a five percent (5 %) increase per year for each of the salary levels. That brings the three incumbent Assistant Public Defenders to \$24.30/hour or \$50,544.00 (2015) and \$25.52/ hour or \$53,081.60 (2016) This compares to other comparable Public Defender Offices having an average of \$24.13 (2014).The Union's proposal will still leave the bargaining employees at a salary less than most of the Medina County Prosecutors and less than almost all of the Assistant Public Defenders in Erie County, Cuyahoga County, Stark County and Wayne County.

The Union's Proposals: Section 26.01:

26.02 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a rate determined by the Employer and the prospective employee, but no less than the contractual starting rate, nor more than the highest contractual rate. ***Additionally, if hired at a rate different than the negotiated schedule, any negotiated increases shall be added to the rate in existence at the time of the negotiated increases are made effective.***

The Employer hired two Assistant Public Defenders during 2015 at rates above the minimum set out in the schedule which is permitted by Sec. 26.02. The Union proposes that they have the benefit of any negotiated increase notwithstanding not having the requisite years per the schedule.

POSITIONS: The Employer's Proposal :

2015 1% (retroactive 1/1)
2016 1%
Opposes all other changes.

FACT FINDING :

- (1) See Findings pp. 4-8 above for context.
- (2) The parties entered a mediated settlement.

ISSUE 3 Recommendation:

After mediation the parties each agreed to recede from their respective proposals and to agree to a new salary schedule and amendment to Section 26.01.

2015 0% (ie. no increase)
Add a third step effective January 1, 2015 at five percent (5%) over prior step for "after seven years."
2016 1.5% (1/1)

The Fact-Finder recommends those agreements. See **Appendix E**.

ISSUE: No. 4. Duration

CONTRACT : Article 40 Duration

POSITIONS: The Employer's Proposal : Effective date January 1, 2015 to December 31, 2016.

POSITIONS: The Union's Proposal: Effective date January 1, 2015 to December 31, 2016.

FACT FINDING :

Both parties agreed to the two year duration as one of the TA's.

ISSUE 4 Recommendation: Duration (Article 40, Section 40.01). The Fact-Finder recommends the agreement per the TA. See attached **Appendix C**.

Made and entered at Cuyhoga County, Ohio
September 24, 2015



Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on **September 24, 2015**, to both International Brotherhood of Teamsters Local 293, and the Medina County Public Defender in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

APPENDIX A

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

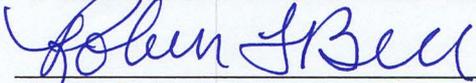
In the matter of:	:	
	:	Case No: 2014-MED-10-1486
MEDINA COUNTY PUBLIC DEFENDER,	:	
	:	
Employer,	:	
	:	
and	:	
	:	
TEAMSTERS LOCAL UNION NO. 293,	:	
	:	To: Administrator
Employee Organization.	:	Bureau of Mediation

JOINT AGREEMENT TO EXTEND FACT FINDING PERIOD

Pursuant to OAC Rule 4117-09-05(G), the Employer and the Employee Organization mutually agreed to extend the statutory fact-finding timelines in the above-captioned case to allow the issuance of the Report and Recommendation of the dully appointed Fact-Finder, Gregory P. Szuter, until and through Thursday, September 24, 2015. It is the parties intent to extend fact-finding, but not to create a mutually agreed upon dispute resolution procedure at this time.

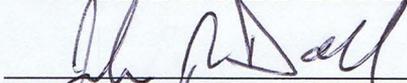
Respectfully submitted this 27th day of August, 2015.

FOR MEDINA PUBLIC DEFENDER



Robin L. Bell
Regional Manager
Clemans Nelson and Associates, Inc.
2351 S. Arlington Road, Suite A
Akron, Ohio 44319

FOR TEAMSTERS LOCAL UNION 293



John R. Doll, Esq.
Doll, Jansen, Ford & Rakay
114 W. First St., Suite 1100
Dayton, Ohio 45402-1156

APPENDIX B

Medina Public Defender
and
Teamsters Local 293

2014-MED-10-1486

The Medina Public Defender hereby waives the late filing of Teamsters Local 293 Prehearing Statement to permit the presentation of evidence on the issues raised.

Rein Bell.

8-27-15

John J. Bell
8/27/15

APPENDIX C

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
FEBRUARY 12, 2015

TA 2/12/15

**ARTICLE 7
NON-DISCRIMINATION**

7.01 The Employer and the Union agree not to *unlawfully* discriminate against any employee(s) on the basis of race, color, religion, national origin, age (over forty [40]), sex, marriage as defined by Ohio law, *military status, veterans status*, or disability.

7.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that the Union and Employer will not discriminate with respect to membership and nonmembership.

7.03 The Employer shall not solicit bargaining unit members to make political contributions or to support any political candidate, party or issue.

FOR THE EMPLOYER

FOR THE UNION

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 5, 2015

ARTICLE 15
SICK LEAVE

TA
3/5/15

15.01 Sick leave shall be defined as an absence with pay necessitated by: (a) illness or injury to the employee or to receive treatment for illness or injury; (b) exposure by the employee to a contagious disease communicable to other employees; and/or (c) serious illness, injury, or death in the employee's immediate family; *and/or medical, dental or optical examination or treatment of an employee or a member of his immediate family, which reasonably requires the attendance of the employee. Employees shall make best efforts to schedule examinations during non-working hours.*

15.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid and may accumulate such sick leave to an unlimited amount. Unused sick leave will be carried over to the following year.

15.03 An employee intending to use sick leave must notify the Employer of the absence as soon as possible, but no later than one-half (1/2) hour after the employee's normal starting time, unless exigent circumstances prevent timely notice. The employee shall report the absence and the reason for the absence to the employee's supervisor or other designated individual.

15.04 Sick leave must be used in fifteen (15) minute increments.

15.05 Before an absence may be charged against accumulated sick leave, the Chief Public Defender may request a statement from the employee stating that the sick leave was for any of the reasons listed in Section 15.01. An employee absent for more than three (3) consecutive days may be required to supply a physician's report to be eligible for paid sick leave and may be required by the Employer to be examined by a physician designated by the Chief Public Defender and paid by the Employer.

15.06 If an employee fails to submit a doctor's certification required in Section 15.05, such leave may be considered an unauthorized leave and shall be without pay.

15.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

15.08 The Chief Public Defender may require an employee who has been absent due to personal illness or injury, prior to and as a condition of returning to duty, to be examined by a physician designated and paid by the Employer, to establish that the employee is able to perform the job duties and that a return to duty will not jeopardize the health and safety of other employees.

15.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include spouse, parent, mother, father, brother, sister, child, step-child living in the residence, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 5, 2015**

law, son-in-law, brother-in-law, sister-in-law, step-parent, step-brother, step-sister, legal guardian, or other person who stands in place of a parent (in loco parentis). When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse as defined by Ohio law, child, minor step-child residing with the employee, brother or sister.

15.10 Any full-time employee who has ~~two hundred forty (240)~~ **one hundred sixty (160)** hours or more of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

15.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer (at least the last 5 with Medina County and at least 5 other years with Ohio or its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedure) and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours. Employees with fifteen (15) years of continuous full-time service or more are entitled to receive one-half (1/2) of their accrued unused sick leave in cash at the time of retirement to a maximum of nine hundred sixty (960) hours. ***Employees with twenty-five (25) years of continuous service or more are entitled to receive payment for one hundred percent (100%) of their accrued sick leave to a maximum payment of nine hundred sixty (960) hours.***

15.12 Employees hired after December 31, 2012 will be subject to the following table for payment of sick time upon retirement.

	Percent of Accrued Sick	Maximum Paid Hours	
10 yrs of public service	25%	240	Minimum stated by ORC 124.34
10 yrs of Medina County service*	33%	360	
15 yrs of Medina County service*	50%	480	
20 yrs of Medina County service*	50%	720	
25 yrs of Medina County service*	50%	960	

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 5, 2015

*Medina County service is current, full time continuous service.			
--	--	--	--

15.13 **Sick Leave Donation.** A sick leave donation program is hereby established to allow employees to donate sick days to fellow employees who have been injured on duty or have a prolonged illness and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30) additional days.

A. Employees must have at least three hundred (300) hours of sick leave accumulated at the time of their injury and must have exhausted all available paid leave to be eligible for sick leave donation. The Chief Public Defender, in his/her sole discretion, may allow sick leave contributions for newly hired employees with less than three hundred (300) hours of accumulated sick leave.

~~15.14~~

B. An employee or someone on behalf of the employee may request sick leave donations from fellow bargaining unit members. The request will be made in writing to the Chief Public Defender. The Chief Public Defender will then post a notice for ten (10) working days informing employees about the request for sick leave donations. Donations may be made in writing up to ten (10) days after the notice is ~~post~~^{ed}.

~~15.15~~

C. An employee may donate up to sixteen (16) hours of sick leave to a specific recipient by signing and submitting a Sick Leave Donation Form to the Chief Public Defender donating up to sixteen (16) hours per form. Only sixteen (16) hours per employee per recipient can be donated in a calendar year.

~~15.16~~

D. The recipient shall retain all donated sick leave.

FOR THE EMPLOYER

FOR THE UNION

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 24, 2015

TA

ARTICLE 17
FAMILY AND MEDICAL LEAVE ACT

17.01 Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Medina County Family Medical Leave policy, the FMLA, and the related federal regulations.

~~17.01 The Family and Medical Leave Act (1993) entitles qualified employees to receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period for the: (1) birth, adoption foster care placement of a child in your home; (2) serious health condition of your spouse, parent or child; or (3) your serious health condition. Qualified employees include all full and part time employees who have been employed by Medina County for twelve (12) months and have been in active pay status for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the request for this leave.~~

~~17.02 Leave requests must be submitted at least thirty (30) days in advance of their use where possible. For the purpose of this section, the leave year shall begin with the first day the employee goes on Family and Medical Leave. In addition, the Employer may require the employee to provide certification of the need for the leave. The Employer may also require the employee to be examined by a doctor of its choice if it thinks a second opinion is needed.~~

~~17.03 If an employee experiences an event that qualifies for FMLA leave, the Employer may place the employee on FMLA leave by giving verbal notice, within two (2) days, that leave is being counted toward FMLA entitlement. Written notice of FMLA rights must be sent to the employee by the next payday, unless the payday is less than one (1) week. FMLA leave is unpaid. Employees may be required to use paid leave, such as any accrued vacation, holidays, or personal/sick leave, including workers' compensation leave, in accordance with the law and accompanying regulations. The employee will be paid while on FMLA leave by unused sick leave, personal time, holidays and vacation. When paid leave is exhausted, the employee shall be entitled to the remaining FMLA leave unpaid in accordance with the Act.~~

17.04 Authorized leaves of absence without pay will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service.

17.05 The ~~Board of Commissioners~~ **Employer** will continue to pay its share of the employee's medical and other insurances while he/she is on FMLA leave. To do this the employee must arrange for and make his/her monthly premium payment(s) directly to the Auditor in a timely manner.

17.06 Each qualified employee shall be eligible to receive the full allotment of FMLA leave each leave year, i.e., spouses will not be required to share the leave year allotment.

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 24, 2015**

17.07 If the Commissioners extend the duration of FMLA leave during the life of this contract, members will receive the additional leave allotment. This applies only to the duration of leave, and not to procedural changes.

FOR THE EMPLOYER _____

FOR THE UNION _____

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
FEBRUARY 12, 2015

ARTICLE 21
HOLIDAYS AND PERSONAL DAY

TA 2/12/15

21.01 All full-time employees shall receive the following ten (10) paid holidays per year.

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

21.02 A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday.

21.03 If a holiday occurs during a period of paid sick or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation.

21.04 Upon successful completion of the probationary period, each employee shall receive one (1) personal day, which must be taken prior to the employee's one year anniversary date or be forfeited. Each employee shall be permitted to take one (1) personal day following each anniversary date of employment. The personal day must be taken in eight (8) hour increments and used before the next anniversary date or be forfeited.

21.05 Employees shall receive one (1) additional holiday ~~to use between~~ *that shall be used for the day after Thanksgiving Day and New Year's Day. Scheduling this day shall be done based on seniority and mutual agreement of the parties.*

21.06 In order to receive the holiday, the employee must work their last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday, unless the employee provides a doctor's excuse or a signed written statement upon return to work. Vacation days are regularly scheduled workdays for purpose of this Article.

FOR THE EMPLOYER _____

FOR THE UNION _____

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
FEBRUARY 12, 2015

TA 2/12/15

ARTICLE 25
INSURANCES

25.01 It is recognized that a Health, Welfare Fund named the Welfare Fund of Local 293 (the "Welfare Fund") has been established pursuant to the applicable laws of the State of Ohio and of the United States. Such fund is being jointly administered by a Board of Trustees consisting of four representatives of the Union and four representatives of the various companies who are actively employed by those companies who participate in the Health and Welfare Fund. The Fund is being used to provide benefits on account of sickness, accident and other contingencies as administered by the Board of Trustees in accordance with the Plan.

25.02 Medina County Public Defender Agency shall continue to participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make a minimum and maximum contribution as follows for each full-time employee actively employed by the Agency during such time:

Employer shall in respect to each regular Employee pay into the Welfare Fund ~~\$703.50~~ \$738.68 per month. If the Board of Trustees finds it necessary to increase the overall Funds contribution level, the Welfare Fund can increase the Agency's contribution rate a maximum of ~~4%~~ 5% if needed on January 1, ~~2014~~ of each year of the contract.

Any additional costs as determined by the plan trustees of the Health and Welfare Fund throughout the life of the Agreement will be paid by the employees through payroll deductions. The Agency will deduct equal payments from the employee's paycheck of any difference between the Agency's contractual contribution and the actual rate required to maintain the benefits. The employee contribution shall be taken on a pre-tax basis in accordance with federal, state, and local tax guidelines.

25.03 through 25.11 *Current contract language*

FOR THE EMPLOYER

FOR THE UNION

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
MARCH 24, 2015

TA

ARTICLE 27
LONGEVITY

27.01 All full-time employees shall receive longevity payments commencing upon the completion of five (5) years of current, continuous full-time service with Medina County. It is agreed that years of service of prior Medina County service will be added for the purposes of calculating longevity payments. Such amount shall be increased every five (5) years through twenty-five (25) years of employment pursuant to the following schedule:

<u>Length of Service</u>	<u>Amount</u>
After Five (5) Years	\$500.00
After Ten (10) Years	\$800.00
After Fifteen (15) Years	\$1,200.00
After Twenty (20) Years	\$1,600.00
After Twenty-Five (25) Years	\$1,750.00

27.02 ~~Longevity payments shall be made on the employee's anniversary date. Longevity payments will be calculated and disbursed between the 3rd week of November and the 2nd week of December. Anniversary calculation will be determined by service completed as of December 31 of the years in which it is paid.~~ Longevity shall be prorated on separation of employment.

27.03 Employees who retire from employment with Medina County through a State of Ohio retirement system will receive prorated longevity based on how long the employee worked in the year of retirement.

27.04 Longevity will not be earned or paid to employees hired after January 1, 2013.

FOR THE EMPLOYER _____

FOR THE UNION _____

DATED _____

DATED _____

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
FEBRUARY 12, 2015**

**ARTICLE 28
DISCIPLINARY PROCEDURE**

28.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

28.02 All employees shall have the following rights:

- a) An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- b) An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under this procedure.

28.03 The discipline process is commenced by the service of a Notice of Charges on both the employee and the Union advising the employee of the specific facts for which discipline is being imposed noting a reference to dates, times, and places where possible, specify the proposed discipline and shall be accompanied by a written statement advising that:

- a. the employee has the right to object by filing a grievance within ^{ten (10)} ~~five (5)~~ working days of receipt of the Notice of Discipline;
- b. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step: and
- c. the employee is entitled to representation by a Union representative at every step of the proceeding.

28.04 An employee may resign following service of a Notice of Charges or Notice of Discipline. The resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

28.05 Discipline shall be imposed only for just cause.

28.06 Records of discipline contained in a personnel file may not be used in the consideration of future discipline under the following time frames:

- a. Reprimands: One year after completion of any appeal process.
- b. Suspensions of less than three days: Two years after completion of the appeal process.
- c. Suspensions of more than three days: Three years after completion of appeal process.

28.07 Disciplinary actions will remain subject to consideration if the employee receives a subsequent disciplinary action within the above time frames until all limitation periods are exhausted.

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
FEBRUARY 12, 2015**

28.08 Where the Chief Public Defender seeks to impose a suspension without pay, a demotion or removal from service, Notice of the Charges shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

28.09 The following procedures shall apply to disciplinary actions:

- a. The Chief Public Defender, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Chief Public Defender shall hold an informal meeting with the employee and representatives, if requested by the employee, within ten (10) *working* days after service of the Charges for the purpose of discussing the resolution. The specific nature of the matter will be addressed. The charged party will be permitted to offer any explanation or present any evidence to the Chief Public Defender to rebut the Charges. The Chief Public Defender may offer to adjust a proposed disciplinary penalty. The employee must be advised before the meeting that they are entitled to representation by the Union during the initial discussion.
- b. If a mutually agreeable settlement is not reached at the informal meeting, the Chief Public Defender shall, within ten (10) working days after service of the Notice of Charges, prepare a formal Notice of Discipline and present it to the employee and the Union. If there is no informal meeting or it is waived, the Chief Public Defender may prepare the Notice of Discipline and present it to the employee and the Union. The Notice of Discipline will contain a determination of the charges and inform the employee what discipline is being rendered. The Notice of Discipline will include advice as to the employee's rights in the disciplinary procedure and the right to representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal the Chief Public Defender's decision by filing a grievance at Step 1 of the Grievance Procedure. The grievance must be filed within ~~ten (10)~~ *five (5)* working days after receipt of the Notice of Discipline. The employee has the right to discovery after receiving the Notice of Discipline, but prior to the Step 1 Grievance hearing.

w/draw
3/24/15
CL.

28.10 Discipline for minor violations will be dealt with in a progressive corrective manner. Discipline for more serious infractions may result in suspension or termination on the first offense depending on the severity of the infraction.

28.11 Discipline shall not be implemented until either:

- a. the matter is settled, or
- b. the employee fails to file a grievance within the time frames provided by this procedure, or

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
FEBRUARY 12, 2015

- ~~e. the penalty is upheld by an arbitrator or a different discipline is determined by the arbitrator, or~~
- d. ~~a suspension without pay or termination may be imposed~~ concurrent with or subsequent to a decision rendered at Step 1 of the Grievance Procedure.

28.12 The Employer may, at its discretion, suspend an employee with pay at any time during the process.

28.13 The following rules will apply to the disciplinary procedure as well as a subsequent appeal, if any, to the Grievance Procedure or Arbitration.

- a. A disciplinary matter may be settled at any time. The terms of the settlement shall be in writing. An employee executing a settlement shall be notified of the right to have a Union representative present or may decline representation. A settlement entered into by the Employer and an employee shall be final and binding on all parties. The Union shall be notified of all settlements.
- b. A failure to file a grievance within the above time limits shall be construed as an agreement with the discipline rendered. All subsequent appeal rights shall be deemed waived.
- c. All reprimands, including verbal, shall be reduced to writing and placed in the employee's personnel file.
- d. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.
- e. The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, or discharge) to any Civil Service Commission or State Personnel Board of Review.
- f. All levels of discipline shall be sent to the bargaining representative at Teamsters Local 293.

FOR THE EMPLOYER

FOR THE UNION

DATED _____

DATED _____

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL 293
FEBRUARY 12, 2015**

TA

**ARTICLE 29
GRIEVANCE PROCEDURE**

29.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

29.02 For the purposes of this procedure, the below-listed terms are defined as follows:

- a. **Grievance:** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **Aggrieved Party:** The "aggrieved party" shall be defined as an employee or group of employees within the bargaining unit or the Union.
- c. **Party in Interest:** A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. **Days:** A "day" as used in this procedure shall mean workday.

29.03 In order to resolve grievances at the lowest step and in the simplest manner, any employee may discuss a potential grievance with the Chief Public Defender. If possible, the Chief Public Defender will resolve the grievance. If the grievance cannot be resolved, the employee must prepare a formal written grievance and file it with the Chief Public Defender no later than ten (10) days after the occurrence of a grievable event or within ten (10) days after the employee should reasonably have known of the grievable event.

29.04 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a. The formal written grievance shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known, to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2.
- c. Nothing contained herein shall be construed as limiting the right of any employee

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
FEBRUARY 12, 2015**

having a grievance to discuss the matter informally with the Chief Public Defender and having the matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that a grievance is adjusted without formal determination, the adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. The adjustment shall not create a precedent or be used by the Employer in future proceedings.

- d. This Grievance Procedure shall be the sole and exclusive method and procedure used in resolving any dispute arising from this Agreement.
- e. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- f. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- g. All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

Step 1:

If the dispute is not resolved informally, it shall be reduced to writing by the aggrieved party and presented as a formal written grievance to the Chief Public Defender within ten (10) days after the occurrence of a grievable event or within ten (10) days after the employee should reasonably have known of the grievable event. The Chief Public Defender shall convene a hearing within ten (10) days after receiving the formal written grievance. The hearing will be held with the aggrieved party and a Union representative, if requested. The grievant may present any evidence or testimony to rebut the charge. The Chief Public Defender shall issue a written decision to the Union and copy to the employee within ten (10) days after the hearing. If the Union is not satisfied with the decision at Step 1, the Union may proceed to arbitration pursuant to Arbitration Procedure.

Step 2:

~~If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the County Administrator within ten (10) days from the date the decision is rendered in Step 1. Copies of the written decisions shall be submitted with the appeal. The Administrator or assigned designee shall convene a meeting within ten (10) days after receipt of the appeal. The meeting will be held with the party, his representative, if any, and any other party necessary to~~

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
FEBRUARY 12, 2015**

~~information for rendering a proper decision. The Administrator or designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the Union is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to Arbitration Procedure.~~

FOR THE EMPLOYER _____

FOR THE UNION _____

DATED _____

DATED _____

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 5, 2015

TA

ARTICLE 30
ARBITRATION PROCEDURE

30.01 In the event a grievance is unresolved after being processed through ~~both steps~~ of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default, then within ten (10) days after the rendering of the decision at Step 2 for a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration.

30.02. Grievance Mediation. Any grievance which has been appealed to arbitration may upon agreement of the parties be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall jointly request that the Federal Mediation and Conciliation Service appoint a mediator to the parties at no cost to either party, pursuant to that organization's rules for selection.

- A. *Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.*
- B. *If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.*

30.03. Voluntary Selection of Arbitrator In the event a Grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If the agreement on the impartial arbitrator cannot be reached within seven (7) days of the notice to arbitrate, or seven (7) days after the grievance mediation if any, the selection of an arbitrator shall be in accordance with Section 30.04 hereof.

30.04. Either party, based on the facts presented, has the right to decide whether to arbitrate a grievance. The party requesting arbitration shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled, National Academy Certified arbitrators within twenty (20) days of the date of the notice of intent to arbitrate, with a copy of such request delivered to the other party. In the event the notice to arbitrate or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 1 reply.

30.05. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any

MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
MARCH 5, 2015

name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) full panel of arbitrators and the party rejecting the list shall be responsible for the payment of a new list.

~~Within ten (10) days after submitting its notice of appeal to arbitration, the parties will meet to select an arbitrator under Section 30.07. If the parties cannot mutually agree to the selection of an arbitrator, then the arbitrator shall be selected by the strike method from the permanent panel set forth in Section 30.07. The names will be stricken alternately, with the Union striking first, until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.~~

~~30.03~~ **30.06** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

~~30.03~~ **30.07** The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by mutual written agreement of the parties.

~~30.04~~ **30.08** The hearing or hearings shall be conducted under the Rules of Voluntary Arbitration of the American Arbitration Association.

~~30.05~~ **30.09** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award," as determined by the arbitrator, the fees and expenses of the arbitrator shall be shared equally.

~~30.06~~ **30.10** The arbitrator's decision and award will be in writing and delivered within thirty (30) days after the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

~~30.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to the Arbitration Procedure. Those individuals placed on this panel shall be: (a) Robert Stein; (b) Harry Graham; (c) Anna Duval Smith; (d) David Pineus; and, (e) Mitch Goldberg.~~

FOR THE EMPLOYER

FOR THE UNION

DATED _____

DATED _____

**MEDINA COUNTY PUBLIC DEFENDER
PROPOSALS / COUNTERPROPOSALS
TEAMSTER'S UNION LOCAL293
FEBRUARY 12, 2015**

**ARTICLE 40
DURATION**

40.01 This Agreement shall become effective January 1, ~~2013~~ **2015**, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, ~~2014~~, **2016**. All grievances and insurance provisions are prospective only.

FOR THE EMPLOYER _____

FOR THE UNION _____

DATED _____

DATED _____

APPENDIX D

**MEDINA COUNTY PUBLIC DEFENDER
TEAMSTERS LOCAL293
AT FACT FINDING 8/27/15**

SIDE LETTER

FELONY DOCKET

The parties hereby acknowledge and agree that should the Public Defender Commission and the Medina County Commissioners authorize the Public Defender to begin representation of indigent clients with regard to felony charges in Medina County Court of Common Pleas, the Employer will provide notice to the Union at least sixty (60) days prior to the beginning of such representation. The parties agree that they will meet to negotiate regarding the effects on the wages, hours, terms and conditions of employment of the members of this bargaining unit as soon thereafter as possible, notwithstanding the provisions of Article 38 of this Agreement.

APPENDIX E

**MEDINA COUNTY PUBLIC DEFENDER
TEAMSTERS LOCAL293
AT FACT FINDING 8/27/15**

**ARTICLE 26
SALARY SCHEDULE**

26.01 Employees will be compensated as set forth in the following schedule:

- a) Commencing on the first pay period including January 1, ~~2014~~, **2015** all employees holding the position of Assistant Public Defender will *be paid in accordance with the following pay schedule.* ~~be paid as follows:~~

	<u>Hourly</u>	<u>Yearly</u>
Start	\$17.38	\$36,150.40
After 1 year	\$18.92	\$39,353.60
After 2 years	\$20.46	\$42,556.80

	<i>Calculated</i>	
<u>2015</u>	<u>Hourly</u>	<u>Annual</u>
Start	\$17.38	\$36,150.40
After 1 year	\$18.92	\$39,353.60
After 2 years	\$20.46	\$42,556.80
<i>After 7 years</i>	<i>\$21.48</i>	<i>\$44,678.40</i>

- b) Commencing on the first pay period including January 1, **2016** all employees holding the position of Assistant Public Defender *receive a pay increase of one and one-half percent (1.5%) and* will be paid as follows:

	<i>Calculated</i>	
<u>2016</u>	<u>Hourly</u>	<u>Annual</u>
<i>Start</i>	<i>\$17.64</i>	<i>\$36,691.20</i>
<i>After 1 year</i>	<i>\$19.20</i>	<i>\$39,936.00</i>
<i>After 2 years</i>	<i>\$20.77</i>	<i>\$43,201.60</i>
<i>After 7 years</i>	<i>\$21.80</i>	<i>\$45,344.00</i>

26.02 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a rate determined by the Employer and the prospective employee, but no less than the contractual starting rate, nor more than the highest contractual rate. *If an employee is hired at a rate different than set forth in Section 26.02, that employee's rate shall be increased by any negotiated general wage increases at the time the negotiated wage increases are effective.*

26.03 and 26.04 Current language.