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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, 2022

TO

DECEMBER 31, 2024



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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 through 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, gender identity, 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 UNION SECURITY

SECTION 1: Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union.

SECTION 2: It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 3: Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request."

SECTION 4: The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 5: It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive

bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 6: Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made. All deductions under Article 6, together with an alphabetical list of names and addresses of all employees whose dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

SECTION 7: The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such PEOPLE 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.

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

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 7 USE OF COUNTY EMAIL SYSTEM

The Employer shall permit the Union to utilize the County Outlook email system for Union

communications provided that:

- A. No electronic mail transmission 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/her designee, the Union will immediately remove any notice or other writing that the Employer believes violates this Article.

ARTICLE 8 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 "Trustee-Stewards".

SECTION 2: The Employer shall recognize one (1) Trustee-Steward from each of the following divisions: Felony, Juvenile, Municipal and Appeals. The President shall be recognized as Alternate Trustee-Steward in the event the regular divisional Trustee-Steward is absent from work or otherwise unavailable.

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, Trustee-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 Officers and Trustee-Stewards as described in Section 3 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: Trustee-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 Trustee-Steward must obtain, in advance, authorization from his/her immediate supervisor before beginning Union activities.
- B. 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.

C. Upon returning to his/her job, the Union Representative 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.

D. In the event of the absence of the Trustee-Steward, the President shall be called in his/her place. In the absence of the President, the Vice-President shall be called.

E. A Trustee-Steward having an individual grievance may ask for the President to assist him/her in adjusting the grievance with his/her supervisor.

ARTICLE 9 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 10 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 11 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: Employee discipline is intended as corrective action. The purpose is to help the employee recognize and correct unacceptable behavior or conduct and/or improve substandard performance.

SECTION 3: Discipline is to be imposed, whenever possible, in a progressive manner. If misconduct recurs, or performance problems persist, more severe levels of discipline will be progressively imposed. While discipline will typically adhere to a progressive pattern, the Chief Public Defender may deviate from that pattern when a more severe disciplinary action is warranted.

SECTION 4: Disciplinary action may be imposed upon an Employee for just cause and may include any of the following:

A. Verbal reprimand – A verbal reprimand is an articulation of the problem and the need for correction. A verbal reprimand shall note the date and nature of the problem, as well as specifically state the employee is receiving a verbal reprimand. A written copy memorializing the verbal reprimand shall be provided to the employee.

B. Performance Improvement Plan – A performance improvement plan outlines an ongoing performance problem, describes corrective action to be taken by the employee, identifies goals or measurements of improvement, and sets a target date for improvement. To the extent that mental health, stress or substance abuse is impacting performance, the PIP could include, among other things, referrals to and completion of treatment or counseling. If performance continues to fall below expectations, the PIP may be modified, extended, or discipline imposed, up to and including discharge.

C. Written reprimand – A written reprimand is formal written notice to the employee that their behavior, conduct, or performance is inappropriate or unacceptable, what actions are necessary to address the issues, and the consequences of failing to correct the behavior, conduct, or performance issues. In some cases, a written reprimand may include a performance improvement plan.

D. Suspension without pay – The employee may be suspended without pay for period of 1 to 5 days. Employees who fail to improve their behavior, conduct, or performance after imposition of suspension may be discharged.

E. Discharge from employment.

SECTION 5: In imposing discipline on a current charge, the Employer shall not take into account any oral or written reprimands or performance improvement plans which were imposed more than two (2) years 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 6: Oral reprimands, performance improvement plans, and written reprimands may be imposed by Division Supervisors, the Deputy Chief Public Defender, and/or the Chief Public Defender. The Chief Public Defender should be advised of the corrective action in every case and a copy of any reprimand or performance improvement plan shall be placed in the employee's personnel file.

SECTION 7: Any suspension or discharge must be done by the Chief Public Defender. If suspension or discharge is being contemplated as a potential disciplinary action, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, behavior, or performance issue. 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 the employee elects, in writing, to waive his/her opportunity to have a Union representative present. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference. Any written waiver of a Union representative or pre-disciplinary conference shall be provided to the Employer and included in the personnel file.

SECTION 8: 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 the duration of the suspension. In the case of suspension or discharge, the employee shall be advised of his/her right to have a union representative present when notified by the Chief Public Defender of the suspension or discharge. Further, if the employee so requests, he/she shall be granted a private interview with his/her union representative before the employee is required to leave the premises.

SECTION 9: A suspension in accordance with this Article shall be for a specific number of consecutive days on which the employee is 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 10: At the discretion of the Chief Public Defender, an employee may be temporarily placed on paid administrative leave. This may be necessary because the employee's actions indicate that remaining on the job or returning to the job may be detrimental to the employee, co-workers, clients, or other County employees. Employees placed on administrative leave shall be prepared to return to work each day and may be subject to other requirements as determined by the Chief Public Defender. The duration of the administrative leave is subject to the discretion of the Chief Public Defender.

SECTION 11: 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 in Article 9 beginning at Step Two.

ARTICLE 12 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 13 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 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 14 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 Thirteen (13).

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 15 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 16 VACANCIES, 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: “Vacancy” is defined as an open, unfilled, full-time employee “FTE” attorney position caused by, or due to, a bargaining unit member retirement, resignation, termination, other severance from employment, or expansion of total office FTE attorney positions that the Chief Public Defender determines to fill.

SECTION 3: When a vacancy exists, the Employer shall, except as provided in Section 4, post the position both internally and externally for a minimum period of ten working days. The posting shall contain the minimum requirements for the position and the job description for the vacancy. The Chief Public Defender may elect to post for multiple positions simultaneously, including potential vacancies caused by the filling of the original vacancy. The internal posting shall also advise bargaining unit members that they should indicate whether they have interest in any other division of the Office (other than the division with the current vacancy) in the event that the current vacancy is filled by a member of a bargaining unit from another division. Email notification to all bargaining unit members shall satisfy this posting requirement. During the posting period, anyone within the bargaining unit wishing to apply for the vacant position shall do so by submitting a written letter of interest and resume to the Chief Public Defender or the Administrator. If the bargaining unit member wishes to be considered for another division in the Office should an opening arise as a result of filling the current vacancy, the member shall indicate his or her interest by simply sending an email to the Chief Public Defender or Administrator.

SECTION 4: When a new vacancy arises due to a bargaining unit member filling vacancy via the posting procedures in Section 3, the Employer may, but is not required, to do a subsequent posting before filling the new vacancy.

SECTION 5: The Chief Public Defender has sole discretion in filling vacancies and may do so with an interested candidate either from the bargaining unit or from outside the Office.

SECTION 6: A simultaneous transfer of two or more attorneys resulting in the positions being exchanged by the attorneys shall not be construed as creating a vacancy(ies). If two such attorneys are interested in a simultaneous transfer, the Chief Public Defender shall meet with the attorneys and consider their wishes. After the meeting, in his/her discretion, the Chief Public Defender shall have the right to implement the transfer.

SECTION 7: The Chief Public Defender has the authority to transfer bargaining unit members out of their preferred division in one of two circumstances: 1) The Employer has been unable to fill a vacancy within another division despite reasonable attempts to do so, including, but not limited to, multiple postings; or 2) The transfer is necessary to ameliorate an unavoidable budget issue regarding the Municipal Division contract with the City of Cleveland. Before transferring an attorney from his or her preferred division, the Chief Public Defender shall meet with and consider the input of the affected bargaining unit member(s) and/or the Union. Any transfer under this Section shall only last as long as the vacancy remains unfilled or the unavoidable budget issue exists.

ARTICLE 17 HOURS AND PLACE 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.

The normal physical place of work for all Assistant Public Defenders shall be the Employer premises (office building/space) for the Employee's assigned duties. Notwithstanding the foregoing, Assistant Public Defenders may utilize the Remote Work Policy as may be promulgated and amended from time to time at the sole discretion of Management.

ARTICLE 18 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 19 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: If an employee intends to take sick leave due to a prescheduled appointment, procedure, or surgery for the employee or any other individual covered by this Article, the employee shall provide notice of the intended leave at least one week prior, if possible. Otherwise, an employee on sick leave shall inform his/her immediate supervisor of the fact and reasons therefore, the day before, if possible, but no later than 8:30 a.m. on the day of the sick leave.

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.

ARTICLE 20 FUNERAL/BEREAVEMENT LEAVE

SECTION 1: Funeral/Bereavement Leave will be granted in accordance with the Cuyahoga County Policies and Procedures manual (Employee Handbook).

ARTICLE 21 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: The Employer shall provide up to two (2) weeks paid parental leave to the employee. Employees eligible for paid leave must have at least one (1) year employment with the Office prior to

the first date of leave. Paid parental leave taken under this policy will run concurrently with leave under the FMLA and shall be counted toward the twelve (12) weeks of available FMLA leave. Remaining 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 22 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 23 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 Thirteen (13), Fourteen (14), and Fifteen (15).

ARTICLE 24 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 25 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 or witness service without loss of the employee's regular compensation for the time period spent in jury or witness service. The employee must provide advance notice to the employer of jury duty or witness service, by providing a copy of the juror summons or witness subpoena as soon as practicable. The employee must advise the employer of the period of time actually spent serving as a juror or witness and may not accept additional compensation for serving as a juror or testifying as a witness, beyond the employee's regular compensation.

ARTICLE 26 PRECINCT ELECTION DAY OFFICIAL LEAVE

To the extent authorized by R.C. 3501.28 and Cuyahoga County Ordinance No. O2021-0005, an employee who is a registered voter and who meets other requirements established by law and the employee's County Board of Elections, may request precinct election day official ("poll worker") leave with pay for the purpose of serving as a poll worker for a County Board of Elections on Election Day. For purposes of this section "Election Day" means a date set by the Board of Elections for either a Special, Primary, or General Election.

SECTION 1: To be eligible for poll worker leave, prior to contacting the Board of Elections to register as a poll worker, an employee must obtain written authorization for paid poll worker leave from the employee's direct supervisor. The employee's supervisor reserves the right to reject an application for poll worker leave based on operational needs. Should several employees apply for poll worker leave who perform similar functions, and/or if operational needs dictate that not all applicants may participate, then priority shall be given by the employees' supervisor or manager on the basis of the order in which applications are received.

SECTION 2: Paid leave to serve as a poll worker shall be limited to Election Day. Employees are not eligible for poll worker leave for attending any organizational meeting or poll worker training. In the event an employee is required to attend poll worker organizational meetings or training during the

employee's regular work hours, the employee shall make a prior request and obtain authorization for leave utilizing the employee's vacation leave or leave without pay.

SECTION 3: An employee working at the polls on Election Day must work the entire day as defined by the Board of Elections to receive poll worker leave; provided that: i) if an employee is regularly scheduled to work eight hours and works longer than eight hours at the polls on Election Day, the employee is entitled to no more than eight hours of poll worker leave, and ii) if an employee does not work as a poll worker on Election Day at least the number of hours the employee would have regularly been scheduled to work, the employee must use other accumulated leave time as deemed appropriate for the hours not worked as a poll worker on Election Day. Moreover, poll worker leave shall not count toward an employee's hours worked for purposes of calculating overtime.

SECTION 4: If the employee's services are not needed or the employee is unable to work as a poll worker on Election Day, the employee must report to work during the employee's regular work hours or use other types of leave if they are not able to work their normal workday hours.

SECTION 5: To the extent authorized by law, an employee working at the polls may be compensated as a poll worker in addition to their regular compensation.

SECTION 6: To be eligible for poll worker leave, the employee must provide the employer with either a signed letter from the County's Board of Elections on its letterhead, verifying the employee worked as a poll worker on Election Day, or with a copy of the check received as compensation for the working the polls from the Board of Elections.

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 Thirteen (13).

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, Juneteenth, 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: Each pay period, all regular full-time employees shall accrue pro-rated vacation leave as stated herein.

Combined Service Time (Vacation Eligibility Date)	Accrued Rate	Annual Amount	Maximum Allowable
Equal to 1 year, less than 5 years	3.0770	80 Hours	240 Hours
Equal to 5 years, less than 10 years	4.6154	120 Hours	360 Hours
Equal to 10 years, less than 20 years	6.1539	160 Hours	480 Hours
Equal to Twenty (20) years or more	7.6924	200 Hours	600 Hours

SECTION 2: 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 3: 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.

SECTION 4: 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. 2 I 13.04.

SECTION 5: Vacation time cannot be used in less than one (1) hour increments.

SECTION 6: 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 State CLE requirements. 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 POSTING OF CONTRACT

The Collective Bargaining Agreement will be posted on-line on a County website that is accessible to bargaining unit members.

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 County rate.

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

Bilingual Attorneys may receive a supplement of three thousand dollars (\$3,000.00) per calendar year if they regularly perform bilingual services as part of their job. Bilingual employees are not required to perform these services. However, if the employee chooses to receive the supplement, he or she must both accept non-English speaking client assignments and provide interpretation assistance when non-English speaking individuals contact the Office for assistance and do not yet have an attorney assigned. If a bilingual attorney does not consistently perform these bilingual services, the Chief Public Defender may terminate the supplement at the end of the 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 insure to the benefit of the parties and their respective successors and assigns.

ARTICLE 46 WAGES

SECTION 1:

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 criminal and/or juvenile cases. The salary schedule with progression guidelines attached and identified as Appendix A, is incorporated by reference as the salary schedule effective for 2022 and 2023.

SECTION 2:

Effective the first day of the first full pay period in January 2022 Assistant Public Defenders shall be placed on the salary schedule as outlined in the Side Letter Agreement signed by the Parties.

SECTION 3:

Effective the first day of the first full pay period in January 2023, satisfactorily performing Assistant Public Defenders shall receive a one-step increase. Eligible Assistant Public Defenders, as determined by the Progression Guidelines, shall receive a grade promotion in lieu of a one-step increase. Attorneys at the maximum placement for his/her division shall not be eligible for step increase, but may be eligible for parity increases as provided in Section 5 below.

SECTION 4:

2024 Wage reopener.

SECTION 5:

If in 2022 or 2023 the Cuyahoga County Council approves a budget appropriation for the purpose of implementing a 2022 or 2023 program of across-the-board salary increases for the Assistant Prosecuting Attorneys handling criminal prosecutions, criminal appeals, juvenile adjudications or custody determinations, (either through a permanent increase to salary ranges, across-the-board cost of living "COLA" increases to base salaries, and/or a program of systematic merit increases), and the Prosecutor's Office implements such a 2022 or 2023 program, the Public Defender's Office shall implement a comparable program for the same calendar year.

In the event that the Prosecutor's Office permanently increases its salary schedule, the Public Defender's Office shall also allocate parity increases by permanently increasing the individual steps contained in its Salary Schedule. However, in the event that the Prosecutor's Office implements across-the-board COLA and/or merit increases without changing its salary schedule, the Chief Public Defender may allocate increases by providing step and/or grade increases in lieu of permanently increasing the Salary Schedule.

ARTICLE 47 LABOR MANAGEMENT COMMITTEE

SECTION 1: 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, 2022 and remain in full force and effect through December 31, 2024

APPENDIX A

2022 SALARY SCHEDULE

GRADE 1 (All Divisions)

ST1	ST2	ST3
66240	67565	68916

GRADE 2 (All Divisions)

ST1	ST2	ST3	ST4	ST5
70294	71700	73134	74597	76089

GRADE 3 (All Divisions)

ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9	ST10
77611	79163	80746	82361	84008	85688	87402	89150	90933	92752

GRADE 4 (Municipal)

ST1	ST2	ST3	ST4	ST5	ST6
94607	96499	98429	100398	102406	104454

GRADE 4 (Appeals/Juvenile/*Felony)

ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9	ST10
94607	96499	98429	100398	102406	104454	106543	108674	110847	113064
ST11	*STP12	*STP13	*ST14 (*Felony only)						
115325	116478	117643	118638						

2023 SALARY SCHEDULE

GRADE 1 (All Divisions)

ST1	ST2	ST3
66240	67565	68916

GRADE 2 (All Divisions)

ST1	ST2	ST3	ST4	ST5
70294	71700	73134	74597	76089

GRADE 3 (All Divisions)

ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9	ST10
77611	79163	80746	82361	84008	85688	87402	89150	90933	92752

GRADE 4 (Municipal)

ST1	ST2	ST3	ST4
94607	96499	98429	100398

GRADE 4 (Appeals/Juvenile/*Felony)

ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9	ST10
94607	96499	98429	100398	102406	104454	106543	108674	110847	113064
ST11	*STP12	*STP13	*ST14 (*Felony only)						
115325	116478	117643	118638						

PROGRESSION GUIDELINES

PLACEMENT OF CURRENT BARGAINING MEMBERS

Current Bargaining Unit Members shall be placed on the salary schedule at the Grade and Step enumerated in the Side Letter Agreement signed by the Parties and otherwise consistent with the Collective Bargaining Agreement and these Progression Guidelines.

Notwithstanding the foregoing, within thirty (30) days of ratification of this Agreement, any affected Member shall have the right to: 1) elect to remain in his/her/their current division with no reduction in wage or 2) the right to elect to transfer to another Division and receive a wage increase as otherwise provided in this Agreement. Any such election shall be made in writing to the Chief Public Defender. If an affected Member fails to make any election within the prescribed time period, then that Member shall be deemed to have elected to remain in his/her/their current divisional placement. An “affected Member” is defined as any Member who, by implementation of the 2022-23 Salary Schedule, would not currently, or during the effective period of the Agreement, receive a full step wage increase due to current grade/step placement at or beyond the maximum permitted for that Division placement.

In the instance of an affected Municipal Member, Management shall give priority consideration to the affected Member electing to transfer to Felony Division or Juvenile Division. In the instance of an affected Appellate or Juvenile Member, Management shall give priority consideration to the affected Member electing to transfer to Felony Division. If no vacancy exists in the affected Member’s division of choice at the time of election to transfer, then the affected Member shall receive the wage increase as if the transfer was completed and then shall receive priority consideration for the first available vacancy in that division. The electing Member shall then transfer upon notification of the vacancy. An affected Member shall retain the right to make or change his/her/their election in each January during the Agreement effective dates. An affected Member who elects to transfer in January 2023 shall be placed at the first available grade/step that represents at least a two (2%) percent salary increase, with no retroactivity, as long as the Member’s placement is not already beyond the maximum allowable for that prospective divisional placement.

PLACEMENT OF NEW HIRES

New hires without prior experience will be slotted as an Assistant Public Defender Grade One, Step One. 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 attorneys. For example, an attorney with prior experience who is hired and slotted at Grade One/Step Three Grade 2/Step 1 will be treated as if that attorney had been employed in the Office for three previous years and was entering a fourth year of employment (three years at Grade One). The Public Defender has discretion to determine the amount of outside service credit, if any, granted to new hires with prior outside attorney experience, but shall do so in a manner consistent with the provisions of this Agreement, including Article 4 equity considerations.

PROGRESSION WITHIN GRADE ONE

After one year, a one-step promotion shall be given to employees who have satisfactorily performed at Grade 1/Step 1 or Grade 1/Step 2.

PROMOTION TO AND PROGRESSION WITHIN GRADE TWO

A one-grade promotion shall be given to a satisfactorily performing attorney who has been in Grade One for three years or has received equivalent outside attorney credit. Satisfactorily performing Grade 2 attorneys shall be eligible for annual step increases.

PROMOTION TO AND PROGRESSION WITHIN GRADE THREE

Felony: Attorneys transferring internally into Felony Division with less than three (3) years seniority shall receive a three (3) step increase upon transfer. Attorneys transferring internally into Felony Division with more than three (3) years seniority shall be promoted to Grade 3/Step 1 upon transfer if current placement is below Grade 3. Attorneys externally hired into Felony Division with more than three (3) years seniority shall be placed at least at Grade 3/Step 1, or higher, commensurate with any credited outside experience.

Municipal/Juvenile/Appeals: Satisfactorily performing attorneys in Grade2/Step5 shall be promoted to Grade3/Step1.

Satisfactorily performing Grade 3 attorneys shall be eligible for annual step increases.

PROMOTION TO AND PROGRESSION WITHIN GRADE FOUR

Satisfactorily performing attorneys in Grade3/Step10 shall be promoted to Grade 4/Step 1.

Satisfactorily performing Grade 4 Felony Division attorneys shall be eligible for annual step increases up to the maximum permissible Grade4/Step14.

Satisfactorily performing Grade 4 Municipal Division attorneys shall be eligible for annual step increases up to the maximum permissible Grade4/Step6 (2022) and Grade4/Step4 (2023).

Satisfactorily performing Grade 4 Appeals and Juvenile Division attorneys shall be eligible for annual step increases up to the maximum permissible Grade4/Step11.

GENERAL PROVISIONS REGARDING COMPENSATION

Date of Grade/Step Promotion. Progression of attorneys shall be calculated from his/her actual date of hire, including any outside service credit as determined by the Chief Public Defender. However, actual movement for all eligible attorneys shall occur together at one time in the first full pay period of January of each contract year with the exception that attorneys internally transferring into Felony Division shall receive the three-step or Grade3/Step1 promotional increase stated above immediately upon transfer.

Senior Attorneys.

1. **AUTHORITY TO DESIGNATE.** The Chief Public Defender shall have the authority to designate "Senior Attorneys". The total number and individual selection of Senior Attorneys, including work location(s), shall be at the sole discretion of the Chief Public Defender. However, Senior Attorneys shall have a minimum of ten (10) years attorney experience and have made extraordinary contributions to the Office. Non-Felony Division Senior Attorneys shall have a minimum of seven (7) years attorney experience and have made extraordinary contributions to the office. Designation of Senior Attorney status does not trigger any of the transfer or vacancy provisions, including posting, contained in Article 16 of the current Collective Bargaining Agreement. Any Bargaining Unit Member selected for designation of Senior Attorney status retains the right to decline the designation or to decline continued designation.

2. **COMPENSATION.** Any Bargaining Unit Member designated as Senior Attorney shall receive a two percent (2%) wage increase.

3. **DUTIES.** The specific responsibilities of the Senior Attorney position shall be determined by the Chief Public Defender, but in accordance with the provisions of the Collective Bargaining Agreement and exclusive of the management supervisory powers enumerated in O.R.C. §4117.01(F). Senior

Attorney responsibilities will generally entail and require providing leadership, mentoring, monitoring, and direct assistance to less experienced attorneys. A Senior Attorney will act under the direction of the Chief Public Defender, the Deputy Chief Public Defender and/or the Division Supervisor at all times.

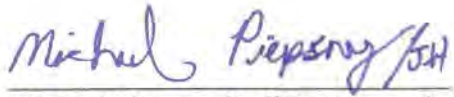
4. DURATION. In order to promote a diverse and talented staff and to further develop breadth of employee legal skills, knowledge, and leadership ability, Senior Attorney designation is not necessarily a permanent designation and may occur on a rotational basis as solely determined by the Chief Public Defender.

First Chair Death Penalty: An attorney who is certified as a trial lead counsel in a capital case, as determined by the Ohio Supreme Court pursuant to Appt.Coun.R. 3.02, shall receive a two percent (2%) wage increase.


Post-Conviction Capital Litigation: An attorney who is certified as an appellate counsel in a capital case, as determined by the Ohio Supreme Court pursuant to Appt.Coun.R. 3.04, and who is engaged in significant post-conviction capital litigation, shall receive a two percent (2%) wage increase.

Transfer. Transferring attorneys whose Grade/Step placement exceeds the maximum for the prospective divisional placement shall be reduced to the maximum allowable for that division, on the effective date of the transfer.

FOR THE UNION:



Michael Piepsny, Staff Representative
Ohio Council 8, AFSCME, AFL-CIO

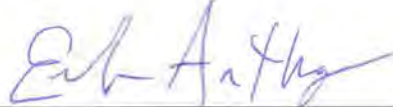


Jason Haller, President
AFSCME Local 3631

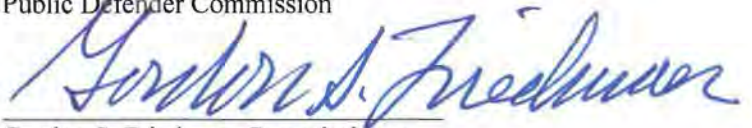
FOR THE PUBLIC DEFENDER:



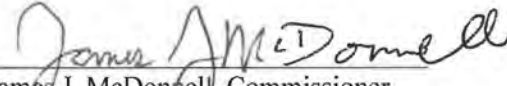
Cullen Sweeney, Chief Public Defender



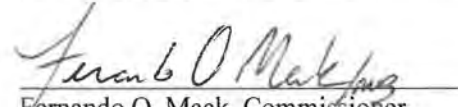
Erika L. Anthony, Commissioner
Public Defender Commission



Gordon S. Friedman, Commissioner
Public Defender Commission



James J. McDonnell, Commissioner
Public Defender Commission



Fernando O. Mack, Commissioner
Public Defender Commission



Thomas E. Shaughnessy, Commissioner
Public Defender Commission