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STATE OF MONTANA
OFFICE OF THE STATE PUBLIC DEFENDER
ATTORNEYS
AND
THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, COUNCIL 9
Local 3448

2019-2021

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STATE OF MONTANA,
OFFICE OF THE STATE PUBLIC DEFENDER ATTORNEYS
AND
THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, COUNCIL 9, Local 3448

1. PREAMBLE

THIS AGREEMENT is made and entered between the Office of the State Public Defender, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, Council 9, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly, peaceful, and the sole and exclusive means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer and to set forth a basic and complete agreement between the parties concerning the employment relationship and the terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well-being of the public and both parties recognize the need for continuous and reliable service to the public.

2. RECOGNITION

Section 1 – Exclusive representative. The Employer recognizes the Union as the sole and exclusive representative of all public defenders and excluding confidential employees, supervisors and managers, and attorneys employed as independent contractors.

Section 2 – Position classifications. The bargaining unit represented by the Union shall be defined by the classifications provided under Section 2-18-301, MCA, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

Section 3 - Decertification. It is understood that the Employer's recognition of the Union as exclusive representative for the bargaining unit shall be withdrawn if the Union is decertified through the procedure established by the Board of Personnel Appeals.

3. UNION RIGHTS

Section 1 – Employee representatives. In the event the Union designates an employee to act in the capacity as official spokesperson for the Union on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2 – Union officers. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Human Resource Administrator immediately after their election and the Human Resource Administrator will be notified within seven calendar days.

Section 3 – Internal union business. The internal business of the Union shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Union officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities.

Section 4 – Union access to worksite. The Union's staff will be allowed to visit work areas of the bargaining unit employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with Management, and shall not unduly disrupt work in progress.

Section 5 – Bulletin boards. The Union may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. Agency email and/or intranet may also be used with prior Employer approval. No derogatory information concerning the Employer shall be posted by the Union.

Section 6 – Personnel files. Accredited union representatives shall, with the written approval of the bargaining unit employee, have the right to inspect the employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Union or the Union receives a HIPAA release from the employee.

Section 7 – Meeting rooms. The Union may be allowed to use the employer's facilities for Union meetings contingent upon availability and management approval. The Union shall be liable for any damages as a result of such use.

Section 8 – Release time. The Employer shall grant a reasonable amount of paid release time per biennium to a designated Union representative for pre-budget negotiations.

4. UNION SECURITY

Section 1 – Representative fee. Employees covered by the terms of this Agreement shall not be required to become members of the Union.

Section 2 – Employer remittance. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by the employee for dues. The Employer will remit to the Union such sums within 30 calendar days. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 3 – List of employees' names and addresses. The Employer, within 30 days of the signing of this Agreement, shall present the Union with a list of names and addresses of all current employees covered by this Agreement, and shall notify the Union within 30 days when a new hire is completed.

Section 4 – Hold harmless clause. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

Section 5. Statutory Rights/Inquiries
The Union and the State agree that employing State agencies may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that employing State agencies shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

5. MANAGEMENT RIGHTS

(In compliance with State Statute 39-31-303, M.C.A.)

The Union shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

6. NON-DISCRIMINATION

Section 1. No member of the Union will be discharged or discriminated against for upholding Union principles.

7. SENIORITY AND LAYOFF

Section 1 – Seniority.

A. Seniority means an employee's length of continuous full-time service as a public defender with the Office of the State Public Defender or any of the predecessor Montana county governments.

B. An employee will not lose their seniority because of layoff, illness, or injury. However, seniority shall cease to accrue during a period of layoff, or a period of leave without pay that exceeds 12 calendar weeks excluding on-the-job injury. Previously credited service, however, will not be lost and an employee who is recalled or returns from an approved leave of absence without pay shall retain all prior seniority.

C. An employee shall retain their seniority rights for up to one year following a layoff or approved absence.

D. An employee shall retain their seniority rights for one year following an approved absence for a non-work related illness or injury.

E. Seniority shall terminate upon resignation, retirement, discharge, failure to report after recall from layoff, or for absences in excess of one year as set forth above.

F. The Employer shall maintain a seniority list, which it will update at least annually. Ranking of employees on the list who have the same seniority date shall be determined by drawing administered by the Union.

Section 2 – Layoff and Recall.

A. Seniority, qualifications, and capabilities will be the controlling factors in the selection of employees for layoff, recall from layoff, or non-disciplinary demotion within each office.

B. No permanent employee will be laid off while there are temporary or probationary employees serving in the same classification and pay band in the same office.

C. Recall shall be made by notice to the employee's last known address, with a copy to the Union. Such employee must respond to such notice within 14 calendar days after the date of the postmark and actually report to work within 30 calendar days of the response to the employer.

D. No new position within an office will be filled in the bargaining unit while there are bargaining unit employees from the office in layoff status who are available and qualified to fill vacancies.

E. An employee may secure additional employment during a period on layoff without forfeiting any rights under this Agreement.

8. JOB SECURITY

Section 1 – Probationary period. A probationary period shall be utilized for the most effective adjustment of all new employees. Employees transferring from another State agency that have completed their probationary period will not be required to complete the probationary period. The probationary period shall last for one year. If the employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer.

Section 2 – Just cause. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Union of the removal of an employee for cause. An employee with permanent status may appeal their dismissal, suspension or other punitive disciplinary action through the grievance procedure.

9. PAY AND HOURS

Section 1 - Pay. Pay for public defenders covered by this Agreement will be in accordance with these provisions:

Subsection 1 – Broadband pay system placement. Public defender positions are in the broadband pay system according to the classification standards established by the Department of Administration.

Subsection 2 – Pay adjustments. Upon written notification to and consultation with the Union, the Employer may make adjustments to the salaries of public defenders within the parameters established.

Subsection 3. Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

10. PROFESSIONAL WORKING CONDITIONS

Section 1 – State Bar of Montana dues. The Employer will pay the cost of annual dues or admission fees for each employee's membership in the State Bar of Montana. The Employer will deduct pro-rated annual dues from the final paycheck of terminating employees. New hires after April 1 who have already paid their annual dues will receive pro-rated bar due reimbursements.

Section 2 – Continuing legal education. The Employer will provide 15 hours training for continuing legal education credits per year, including required ethics credits. Any additional training or continuing legal education required by the Employer will be provided or paid for by the Employer. The Employer will give thirty days advance notice of any required training. In the event that such notice is not possible, the Employer will work with employees to schedule such training by mutual agreement. In addition, the Employer will allow paid time off for employees to attend pre-approved training and conferences related to continuing legal education or to participate in professionalism or bar meetings. No attorney can be required to reimburse the Employer for training conducted by the Office of the State Public Defender.

Section 3 – Fees and honoraria. An employee shall not accept fees or honoraria for speeches, lectures, or teaching that are related to the Employer's operation without prior approval of the Employer.

Section 4 – Bar complaints. The Employer will represent an employee in responding to disciplinary proceedings commenced by the Montana State Bar when the conduct which is the subject of the complaint was in accordance with Employer policies and procedures, at the direction of a supervisor, or was within the scope of official duties.

Section 5 – Court sanctions. The Employer will pay any sanctions or fines levied by any court against an employee for acts or omissions committed by the employee while working in accordance with Employer policies and procedures and within the scope of official duties.

Section 6 – Indemnification. The Employer will indemnify and defend an employee from liability that may arise out of the employee's performance of duties that are in accordance with Employer policies and procedures and within the scope of official duties.

Section 7 – Parking or Public Transportation. Employees who are required to pay for parking or public transportation will be reimbursed. Employees requesting reimbursement will be required to produce documentation on a monthly basis and a State of Montana Travel Reimbursement Form. This reimbursement will be paid through the State of Montana Payroll System and may be taxable under the Internal Revenue Service and Montana Tax Policies.

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Section 8 – Cell phone allowance. Employees who are required to use cell phones for work-related activities will be provided a cell phone or may request a cell phone reimbursement under the Policy 225, Cellular Devices and Services. Any reimbursement for the use of a personal cell phone will be taxable under the Internal Revenue Service and Montana Tax Policies.

11. HOLIDAYS

Section 1 – Recognized holidays. For pay purposes the following shall be recognized holidays for bargaining unit employees .

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Lincoln's & Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

In addition to the above, any day or days added by the State Legislature or Governor as paid legal holidays for State employees will be granted.

Section 2 – Holiday pay eligibility. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday.

Section 3 – Holiday pay. Employees who are directed by their supervisor to work on a holiday may bank all hours worked up to eight to be taken later or cashed out on termination. The actual hours worked will be treated as regular hours worked for time reporting purposes.

12. LEAVES

Section 1 – Jury and witness duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA.

Section 2 – Sick leave. Employees shall be granted sick leave per 2-18-618, MCA, and according to the following:

Subsection 1 – Notice. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification by the Employer from

the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

Subsection 2 – Sick leave accumulation and exhaustion. Employees may accumulate sick leave credits without limitations. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave credits, s/he may use his/her other accrued leave. If an employee has exhausted all accrued leave, the Employer may permit the employee to be placed on a leave without pay status for one year, renewable thereafter at the Employer's option on an annual basis.

Subsection 3 – Employees who become ill on vacation. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 4 – Doctor's certification. The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5 – Holidays during sick leave. In the event a holiday falls when an employee is on paid sick leave, the absence shall not be charged to sick leave and the employee will receive the holiday benefit.

Section 3 – Annual leave. Annual leave shall be granted pursuant to 2-18-611, 612, and 617, MCA. Employees may choose to take two consecutive accrued workweeks of annual leave per year or take annual leave on a single day or split-vacation basis. All annual leave must be taken with prior Management approval, at the employee's individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

Section 4 – Emergency leave. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the Employee's immediate family until other attendance can be reasonably obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

Section 5 – Leave without pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 6 – Military leave. Military leave shall be granted per 10-1-1009, MCA.

Section 7 – Industrial accident leave. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his previously held position and shall be entitled to leave without pay for a period of up to twelve weeks following the date of injury.

Section 8 – Educational leave. Employees desiring a leave of absence to pursue educational objectives should make a written request for such a leave to the regional deputy public defender

or the Conflict Defender Division Administrator or designee. The regional deputy public defender or the Conflict Defender Division Administrator or designee will consider the nature of the request and the needs of the office and then determine whether the leave of absence can be granted, and if so, whether the leave will be paid or unpaid. The regional deputy public defender or the Conflict Defender Division Administrator or designee may also consider whether the employer will provide any contributions toward tuition, fees, materials or travel. The granting or denial of education leave specific in this paragraph is the Employer's sole discretion.

Section 9 – Discretionary leave. Employees who desire a leave of absence for reasons not expressly covered by other sections of the Agreement may request a discretionary leave of absence from the regional deputy public defender or the Conflict Defender Division Administrator or designee. The employee should request the leave of absence in writing, and specify both the reasons for the leave and expected duration of the leave. The regional deputy public defender or the Conflict Defender Division Administrator possesses the sole discretion to determine whether the request will be granted, with or without pay, and the duration for the leave of absence.

Section 10 – Exempt compensatory time. Employees earning exempt compensatory time will be limited to a balance of 180 hours. Any excess will be treated in accordance with state policy.

Section 11 – Approval. All leave must be pre-approved by the immediate supervisor

13. VACANCIES AND PROMOTIONS

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Subsection 1. When a vacant or newly created permanent position is to be filled, the Employer shall notify employees of the vacancy. The notice will state where interested employees are to make application, the cutoff date for application submittal and the minimum qualifications.

Subsection 2. The Employer will ensure that all such applications are considered in the selection process. Members in the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process.

Subsection 3. All positions in the bargaining unit and those positions that immediately follow in a logical ladder shall be posted per the provisions of this section for at least seven calendar days. However, Subsection 4 will not apply to positions not included in the bargaining unit.

Subsection 4: Any employee hired will not be eligible for relocation during the term of probation, without the approval of management.

Subsection 5. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions.

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14. RATINGS AND WARNINGS

Section 1. An employee may request and receive a copy of his/her current position description at any time.

Section 2. An evaluation system approved by the Director shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

Section 4. Information reflecting critically on an employee may not be placed in a personnel file unless the document has been sent to the employee and initialed by the employee, or a supervisor has noted in the file that the employee has refused to initial or accept the document in question.

Section 5. An employee shall have the right to appeal through the grievance procedure if they feel there is incorrect material that should be removed from the personnel file.

Section 6. Formal letters of caution, consultation, warning, admonishment, and reprimand shall remain in an employee's personnel file, and shall be destroyed no later than one year, upon request of the employee, after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

Section 7. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

Section 8. With the Employee's written permission, the Employer will provide the Union with copies of the employee's personnel file and any employer-initiated material relating to the performance, discipline, or termination for cause of the employee.

15. NOTIFICATIONS

Section 1. The Employer shall give permanent employees subject to lay off a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Union, which shall be allowed an opportunity to comment.

Section 2. The Employer shall ensure reasonable access to the Union and each employee to its rules, regulations, and policies on employment related matters. The Union shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Office of the State Public Defender sufficiently in advance to allow discussion and comment.

Section 3. The Employer shall provide, on a timely basis, information on the rules, policies, or laws, and if necessary, will provide necessary training on matters which directly affect the employees.

16. GRIEVANCES AND ARBITRATION

Section 1 – Purpose. Having a desire to create and maintain labor relations harmony between them, the parties agree that they will promptly attempt to adjust all grievances involving the interpretation, application or alleged violation of a specific provision of this Agreement through the exclusive grievance process attached as Addendum B.

17. LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union agree to the establishment of a Labor-Management Committee.

Subsection 1. The purpose of this Committee is to discuss any item of concern to either party and foster good communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined in Addendum B or the collective bargaining process.

Subsection 2. The Labor-Management Committee will be comprised of up to five representatives from management and up to five members appointed by the union. A representative from AFSCME Council 9 may serve as one of the representatives.

Subsection 3. The committee will meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. The meeting will be scheduled during working hours at a time and place deemed to be in the best interest of the operation of the office. Notice of the meetings will be made to the representatives at least 10 days prior to the meeting.

18. SEVERABILITY

Section 1 – Severability. In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

19. ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this

Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

20. TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the 1st day of July, 2019, and shall remain in full force and effect through the 30th day of June, 2021. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 and no less than 90 days prior to the expiration date. The Employer and the Union will meet to reopen negotiations in

sufficient time to permit adequate negotiations on economic matters. The Union shall have the right to engage in concerted activity after December 31, 2020, for matters pertaining to wages and economic benefits in the Fiscal Year 2021-2022 biennium.

21. NO STRIKE/NO LOCKOUT

Section 1 – Strikes. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 20.

Section 2 – Lockouts. During the term of this Agreement, there shall be no lockouts by the Employer.

DATED this 12/4/2019 day of 12/4/2019 2019.

FOR THE STATE:

DocuSigned by:
Rhonda Schaffer
E9F36B394A0A471...
Rhonda Schaffer
Director,
State of Montana Office of Public Defender

DocuSigned by:
Mike Manion
8E2DE9861B4E4EF...
Michael P. Manion, Chief
State Office of Labor Relations

FOR THE UNION:

DocuSigned by:
Timm Twardoski
08930181109B4DF...
Timm Twardoski, Executive Director

Joan Burbridge
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Joan Burbridge,
Local 3448 eBoard

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ADDENDUM A – PAY PLAN

July 1, 2019 – June 30, 2021 Pay Plan
Office of the State Public Defender Attorneys and
AFSCME Council 9

This addendum represents the parties' complete agreement concerning the placement, adjustment and progression of bargaining unit employees' pay under the broadband pay plan prescribed under Section 2-18-303, MCA.

Section 1 – Statement of broadband pay plan goal. The goal of the Office of the State Public Defender (OPD) is to provide competitive pay ranges based on experience, job responsibilities, and the office's ability to pay.

Section 2 – Wage increase Employees will receive a $ .50 salary increase each year of the biennium. Wage increases will become effective the first full pay period that included January 1, 2020 and January 1, 2021.

Section 3 - Health Care & Benefits. The Health Care and Benefits Division is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2020. The State's share contribution (currently, $1054 a month) will not change during the same period.

Attorney Pay Matrix – 10/1/2019

Job Code	Title	Consecutive years of service and credit given for prior experience			Yearly
231117	Lawyer	Non-Licensed			$53,570.47
231117	Lawyer	Entry			$63,024.09
231117	Lawyer	Step 1			$69,483.09
231117	Lawyer	Step 2			$75,942.09
231117	Lawyer	Step 3			$82,401.09
231117	Lawyer	Transfers, rehires or new hires with at least 3 years of criminal defense experience but not greater than 5		Relevant experience	$66,253.50
231117	Lawyer	Transfers, rehires, or new hires with more than 5 years criminal defense experience.		Relevant experience	$69,483.09

If a new hire or rehire has prior experience they will be credited for the prior experience as follows:

(a) All previous experience employed by OPD will be credited on a year for year basis not to exceed Step 1; unless 5 years of OPD service in which case they will receive the Rehire rate.

(b) Previous experience as a full-time criminal defense attorney will be credited on a half year for each year of experience, not to exceed year 2 or Step 1 above;
(c) Previous experience employed as a full-time prosecutor will be credited a half year for each year of experience, not to exceed year 2 or Step 1 above;
(d) Credit will not be given for any other work experience. In calculating credit under this subsection only time as a licensed attorney will be counted.

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ADDENDUM B - GRIEVANCE PROCEDURE

Step 1. All grievances involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within 10 working days from the receipt of the immediate supervisor's response of Step 1 to the Regional Deputy Public Defender, Public Defender Division Administrator, or the Conflict Defender Division Administrator. The Regional Deputy Public Defender, Public Defender Division Administrator, or the Conflict Defender Division Administrator shall have 10 working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the Director within 10 working days of the receipt of the Step 2 response. The Director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the Union consider the decision of the Director unsatisfactory, the Union shall, within 15 working days of receipt of such decision, notify the Director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the Employee to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing there shall be set forth all of the following:

   a. A complete statement of the grievance and facts upon which it is based.

   b. The rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures through the Montana Board of Personnel Appeals may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel

Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

RULES OF ARBITRATION

1. Within 10 working days of receipt of the Union's notice of the intent to arbitrate a grievance, the parties shall call upon the Chief of the State Office of Labor Relations to submit a list of mutually acceptable Arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within 20 working days of the hearing and that decision shall be final and binding.

3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.

4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

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ADDENDUM C - GRIEVANCE FORM

The following form shall be used to process grievances in accordance with Addendum B, Grievance Procedure. The employee(s) shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor within 10 working days of receipt of said response:

EXPLANATION OF THE GRIEVANCE (to include identification of articles and sections of the contract that were violated, and when the grievance occurred -- also attach documents, if any, to support your claim):

_____

_____

_____

_____

YOUR PROPOSED SOLUTION TO THE GRIEVANCE:

_____

_____

_____

_____

_____ _____

Employee's Signature Date

STEP 2 RESPONSE (The ------ or his/her designee shall answer within 10 working days of receipt of this form the grievance described by the employee.):

_____

_____

_____

_____

_____ _____

Signature Date
(or his/her designee)

STEP 3. If no settlement is reached at Step 2, forward this form to the ---------- within 10 working days of the receipt of the written Step 2 response. The ---------- shall have 15 working days in which to respond to the grievance in writing.

REASONS (The Employee shall state the reason(s) for not accepting Management's answer at Step 2.):

_____

_____

_____

_____

_____

_____ _____

Employee's Signature Date

STEP 3 RESPONSE (The ---------- shall respond to the Employee's grievance below within 15 working days of receipt of the grievance at step three.):

_____

_____

_____

_____

_____

_____ ..... _____

Signature of the Director Date
(or his/her designee)