

**SUPPLEMENTAL AGREEMENT**  
**Between**  
**THE STATE OF MONTANA**  
**DEPARTMENT OF AGRICULTURE**  
**And**  
**MONTANA PUBLIC FEDERATION OF PUBLIC EMPLOYEES**  
  
**2019-2021**

**GEOGRAPHICAL DETERMINATION**

Should layoff among positions of the same band and occupational job title become necessary, geographic locations as per Article 13 of the Master Agreement, shall be determined based on the actual work location prior to the layoff.

**REST BREAKS**

Each employee shall be allowed one 15-minute break from regular work during the morning shift and one 15-minute break during the afternoon shift. Breaks may not be used to start the workday late, extend the lunchtime, nor end the workday early.

**COMPENSATORY TIME ACCRUAL**

Compensatory time will be carried over at a rate of no more than 120 hours as of January 1<sup>st</sup>. However, an employee may accumulate more than 120 hours of compensatory time within the year with prior department approval.

**TRAINING ASSIGNMENT**

In the event in-house applicants for a vacant position do not meet the minimum knowledge, skills and abilities qualifications in the class specification, the Agency may develop an on-the-job training assignment to allow an otherwise acceptable candidate with an acceptable performance appraisal and no department disciplinary action on file to qualify. Such assignments are subject to the following guidelines:

- 1) Conditions of the assignment shall be stated in writing.
- 2) The written training assignment shall state the deficiency to be alleviated and the anticipated duration of the assignment.
- 3) The written training assignment shall describe the performance standards upon which satisfactory completion of the training assignment will be evaluated.
- 4) For the duration of the training assignment, the employee may not be compensated at an amount not less than 80% of the entry salary of the authorized occupational pay range.

- 5) Conditions of the assignment may allow for periodic increases in the rate until the employee achieves the entry rate of the authorized occupational pay range for the class upon satisfactory completion of the training assignment.
- 6) A training assignment shall not be authorized beyond a twelve-month period unless by mutual agreement except in situations where Federal or State certifications or licenses are required. In such cases, the training assignment may be extended until the required certification or licensure is obtained.
- 7) New employees shall serve their training assignment time concurrently with their twelve-month probationary period.
- 8) An employee may request an early review of their progress towards completing the training assignment.

### **PROBATIONARY PERIOD**

A newly hired employee to state government shall serve a twelve-month probationary period.

### **EDUCATION AND TRAINING**

Management shall make a good faith effort to provide job related in department training to bargaining unit employees. Training will be scheduled during the individual's normal work schedule if possible. Training fees and associated costs for any such training shall be paid by the Employer. Employees shall experience no loss of regular wages and shall receive per diem as provided for by statute where applicable.

All training or education requests by employees in the unit shall be made in writing and shall be answered in writing by the Director or his/her designee, setting forth the decision on said requests.

The requesting employee or a designated bargaining unit member may consult with the Director or his/her designee regarding the decision of a request for training or education.

### **FLEXIBLE HOURS**

In the event that staggered work hours are arranged, such arrangement shall be based on the needs and functionality of the program.

Sick leave shall not constitute time worked when computing overtime or compensatory time credits under this Article. Management may adjust an Employee's work schedule in a work week or require the Employee to take time off so that the employee does not become eligible for the payment of overtime or accrual of compensatory time while using sick leave in a work week.

## **STAFF MEETINGS**

The Employer recognizes the benefits of good communication and will hold periodic staff meetings to facilitate such communication.

## **MOVING AND RELOCATION**

Permanent employee members of the bargaining unit who are requested by the agency to move to another geographic location to fill a management need shall be provided with moving and relocation allowances per the State Policy. The transfer of the employee must be management initiated. In addition to the allowance provided for in State Policy, bargaining unit members shall receive reimbursement for receipted amounts of nonrefundable utility connect and disconnect costs, not to exceed the actual cost of the charge.

## **EQUIPMENT REIMBURSEMENT**

If permanent, full-time employees working in the field choose to carry a bee sting kit, the Department will reimburse them for the purchase price, subject to the following:

- 1) Reimbursement will be for the actual purchase price not to exceed \$40 per kit. The employee is responsible for submitting appropriate paperwork to confirm their actual cost.
- 2) Reimbursement for replacement kits shall be limited to those instances where an employee has used his/her kit or based upon the expiration date on the kit. No reimbursement will be allowed for doctor visits or any other costs beyond the actual purchase price.

## **LEAVE (VACATION AND COMPENSATORY TIME OFF) STATE GRAIN LAB**

When scheduling leave for bargaining unit members employed by the state grain lab, the following rules will apply:

- 1) Request for leave must be submitted between October 1 – December 31 for the calendar year January 1 – December 31 of the following calendar year. All requests must be submitted on the approved leave request form.
- 2) Requests involving personal and/or family health and welfare or related issues will receive priority consideration. Otherwise, seniority will prevail.
- 3) Non-scheduled leave requests, such as three-day weekends, will be granted based on the needs of the facility.
- 4) From August 1 through November 30, leave requests of up to one week will be granted the State Grain Lab Bureau Chief or designee, based on the needs of the

facility

- 5) The agency retains authority to reverse a previously approved request depending on the workload. Notice of such reversal will be provided to the employee as far in advance as possible.

### **WORK WEEKS**

Non- exempt employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid at a rate of one and one-half times their regular rate of pay for any approved time worked over 40 hours per week. All comp or overtime must be preapproved by management.

Overtime will be offered or assigned by management as needed in accordance with operational needs. Training for management to accurately assess the need and implementation for overtime after forty hours will be provided.

Unless mutually agreed, employees at the Grain Lab shall not work more than six days in a row.

### **ALTERNATE HOLIDAY**

At the Department's discretion, and with mutual agreement with the employee at the work site, a holiday may be floated to an alternative date. The employee and supervisor will agree that the holiday worked will be paid at straight time and not result in overtime or compensatory unless expressly written and approved by the supervisor. An alternative holiday shall be selected and mutually agreed upon at the time of this agreement, and unless otherwise mutually agreed, shall not result in the accrual of overtime or compensatory time. All such arrangements are to be reduced in writing and signed by the employee and immediate supervisor prior to the alternate holiday arrangement.

### **LABOR-MANAGEMENT COMMITTEE**

By mutual agreement the Department of Agriculture will continue to support the Labor-Management Committee (LMC) according to the conditions established in the LMC Charter. The mission of the Department of Agriculture LMC is to provide a vehicle for mutual communication and input between labor and management within the Department in order to foster a better working environment.

### **ACROSS THE BOARD PAY ADJUSTMENTS**

Employees will receive a \$.50 salary increase each year of the biennium. Wage increases will become effective the first full pay period that includes January 1, 2020 and January 1, 2021. The increase shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be

provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

**HEALTH INSURANCE**

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.

**EXECUTED** and entered into this 3/25/2020 day of \_\_\_\_\_, 2020.

**FOR: STATE OF MONTANA**

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*Mike Manion*  
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Michael P. Manion  
State Office of Labor Relations

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*Benjamin Thomas*  
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Benjamin Thomas, Director  
Department of Agriculture

**FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION**

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*Eric Feaver*  
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Eric Feaver, President  
Montana Federation of Public Employees  
MFPE

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Jenny Weigand, Field Consultant  
MFPE

## ADDENDUM A

A non-licensed Agriculture Technician Band 3 is hired at the entry rate in Schedule A of this agreement with a training assignment to earn a Federal Grain Inspection Service wheat grading license. When the employer deems it necessary for the employee to have additional licenses, the individual will be compensated upon receipt of each license as follows:

### **Federal Grains – Federal Grain Inspection Service Licenses**

Wheat	\$0.50 per hour
Barley and Mixed Grain	\$0.50 per hour
Canola	\$0.40 per hour
Flaxseed	\$0.40 per hour
Oats	\$0.20 per hour
Rye	\$0.20 per hour
Sorghum	\$0.10 per hour
Soybeans	\$0.10 per hour
Sunflower	\$0.10 per hour
Triticale	\$0.10 per hour
Corn	\$0.10 per hour

### **Agricultural Marketing Act Licenses**

Dry Peas	\$0.50 per hour
Lentils	\$0.50 per hour
Beans	\$0.20 per hour

<b>2016 Market Rates</b>					
Job Title	Band	Minimum Hourly	Midpoint Hourly	Maximum Hourly	
Accountant	5	16.004049	20.005061	24.006073	
Accountant	6	20.615385	25.769231	30.923077	
Accounting Technician	4	17.597497	21.125447	24.653396	
Administrative Assistant	3	14.851200	17.828572	20.805943	
Administrative Assistant	4	18.069217	21.691738	25.314258	
Agricultural Technician	3	13.536250	16.250000	18.963750	
Agricultural Technician	4	15.997386	19.204545	22.411705	
Budget Analyst	5	20.814739	26.018424	31.222109	
Business Development Spc	5	19.680429	24.600537	29.520644	
Business Development Spc	6	25.358841	31.698552	38.038262	
Chemist	6	22.544770	28.180962	33.817155	
Compliance Specialist	5	19.245590	24.056988	28.868385	
Compliance Technician	4	21.094381	25.323386	29.552392	
Computer Systems Analyst	6	25.322685	31.653357	37.984028	
Delivery Service Driver	3	18.953220	22.752966	26.552711	
Economist	6	27.187637	33.984546	40.781456	
Environmental Science Spc	5	17.564001	21.955001	26.346001	
Environmental Science Spc	6	20.282415	25.353019	30.423623	
Grants Contracts Coordinator	6	22.807692	28.509615	34.211538	
Hydrologist	6	25.526595	31.908243	38.289892	
Instructional Coordinator	6	23.898221	29.872777	35.847332	
Insurance Claims Technician	4	17.590731	21.117324	24.643918	
License Examiner Specialist	5	15.376682	19.220852	23.065023	
Network Administrator	6	23.998172	29.997715	35.997257	
Plant Science Specialist	5	20.540416	25.675519	30.810623	
Plant Science Specialist	6	25.972794	32.465992	38.959190	
Program Specialist	6	24.597944	30.747430	36.896916	
Statistical Assistant	3	16.576308	19.899529	23.222750	
Training Development Spc	5	16.120251	20.150314	24.180376	
Training Development Spc	6	20.307692	25.384615	30.461538	

**MEMORANDUM OF UNDERSTANDING**  
**TO CONTRACT EFFECTIVE JULY 1, 2019 TO JUNE 30, 2021**  
**by and between**  
**THE MONTANA DEPARTMENT OF AGRICULTURE**  
**and**  
**THE MONTANA FEDERATION OF PUBLIC EMPLOYEES**

This Memorandum of Understanding (MOU) is entered into by and between the Montana Department of Agriculture (Employer) and the Montana Federation of Public Employees (Union).

The purpose of the MOU between the Employer and Union set forth the following working arrangements to mitigate the large volume of grain samples the Employer receives during times of high sample volumes.

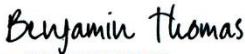
The Employer and Union agree that the State Grain Lab may outsource grain samples to outside vendors during times of high sample volumes, staff shortages, and for licensure for specific commodity types as needed to maintain appropriate turnaround time for grain sample testing according to federal guidelines.

In addition, the State Grain Lab may outsource grain samples to outside vendors during a state of emergency in the State of Montana, declared by executive order by the Governor of the State of Montana.

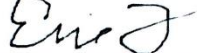
**DATED:** 4/7/2020

**FOR: THE STATE OF MONTANA:**

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Mike Manion, Chief Labor Negotiator  
State Office of Labor Relations

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Benjamin Thomas, Director  
Department of Agriculture

**FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES:**

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Eric Feaver, President  
Montana Federation of Public Employees (MFPE)