

**DEPARTMENT OF LIVESTOCK**  
**ANIMAL HEALTH & FOOD SAFETY DIVISION, MEAT AND POULTRY BUREAU**  
**SUPPLEMENTAL AGREEMENT TO THE MPEA MASTER CONTRACT**  
**MASTER CONTRACT AMENDMENTS**  
**2019-2023**

**NOTE – Where specific Article and Section reference appear, the language, which follows, modifies MPEA Master Contract language. All other supplemental section language is unique to the Department of Livestock, Animal Health Division, Meat and Poultry Bureau.**

**A. WAGES/HEALTH INSURANCE**

1. All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a .50 cent increase in their base rate effective the first full pay periods that include January 1, 2020 and January 1, 2021.
2. Upon ratification of the collective bargaining agreement the base rate of positions in the table below will be adjusted accordingly.

Position	Current Base	Upon Ratification 2.00/increase	Jan 2020 increase .50	Jan 2021 increase .50
Meat Inspector	15.36	17.36	17.86	18.36
Compliance Tech 4	19.71	21.71	22.21	22.71
Compliance Tech 5	23.70	25.70	26.20	26.70
		Upon Ratification 1.00/increase		
Compliance Tech 3	19.22	20.22	20.72	21.22
Compliance Tech 4-Label Specialist	19.71	20.71	21.21	21.71

It is understood that although Meat Inspectors, Compliance Tech 4 & 5, may choose to perform some duties from home, maintaining a home office and performing work from home is not a requirement of the position(s). It is further understood that Meat Inspectors, Compliance Tech 4 & 5, will be required to meet deadlines for work, reports, and other duties as set by the Department.

3. 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.

**B. OVERTIME AND COMPENSATORY TIME**

"Non-exempt" employee means an employee subject to overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over 40-hours per week.

**C. CELL PHONES**

Any bargaining unit members hired after March 3, 2017 who are required to carry a cell phone will be issued a department cell phone. Bargaining unit members hired before March 3, 2017 may choose to accept a department cell phone or be reimbursed at the rate of \$40.00 per month for their current cell phone. Current bargaining unit members who accept a department cell phone may not switch back to a reimbursement plan.

Personal phones are considered work phones for the purpose of sending and receiving texts, sending and receiving email, and taking photographs for documentation purposes.

If the department is conducting an investigation as part of a lawsuit or a complaint, the bargaining unit member's phone can be subpoenaed. If that occurs, the phone needs to be provided to the Department so agency legal counsel could extract any necessary records from that phone. In this event, it is possible that the bargaining unit member's personal information on the phone could be seen by third parties.

**D. REST BREAKS**

All employees in the bargaining unit may take one (1) 15-minute rest break for each four hours worked. This time will include one break in the morning and one break in the afternoon. Breaks may not be combined into one 30-minute break. Rest breaks are not to be cumulative. Workdays may not be started late, meal breaks may not be extended, and workdays may not be ended early to compensate for not taking a duty-free rest break. Lunch breaks will be discussed in a Labor management setting.

**E. PER DIEM**

Employees traveling more than 30 road miles in a single direction from their established home address and are in travel status for at least three continuous hours, are eligible for per diem as outlined in the Montana Operations Manual. Employees are responsible for submitting an approved travel reimbursement form, which will be processed no more than once per pay period.

**F. LABOR MANAGEMENT COMMITTEE**

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

**G. PROBATIONARY PERIOD**

All newly hired employees to the Meat and Poultry Inspection Bureau shall serve a probationary period of one (1) year.

**H. LEAVE REQUESTS**

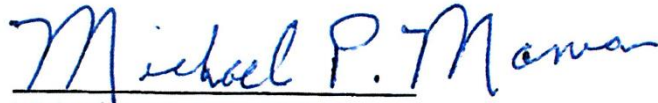
Bargaining unit members, whenever possible, shall give at least three (3) week notice of planned vacation/comp time/sick leave requests for more than five (5) consecutive days. It shall be the supervisor's responsibility to ensure work coverage for any use of leave by bargaining unit members.

**I. PROTECTIVE CLOTHING**

1. Employees will be required to have the proper protective footwear and will be reimbursed up to \$200 with receipts, per contract period.
2. The Employer will pay the cost of commercial laundering of lab coats each month. The employee must provide the employer with receipts at the end of each month.
3. The employer will provide one box of fifty disposable lab coats per year.
4. Employees will use, as directed, protective equipment supplied by the Employer.

DATED this 16<sup>th</sup> day of September, 2019

FOR STATE OF MONTANA:

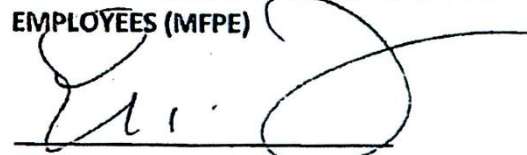


Michael P. Manion, Chief  
Department of Administration



Mike Honeycutt, Executive Officer  
Livestock

FOR MONTANA FEDERATION OF PUBLIC  
EMPLOYEES (MFPE)



Eric Feaver, President  
MFPE



Don Holwegner, MFPE  
Bargaining Team Member

**Memorandum of Understanding**  
**Between**  
**State of Montana**  
**Montana Department of Livestock**  
**And**  
**Department of Livestock Meat Inspectors**  
**Montana Federation of Public Employees**

This Memorandum of Understanding is between the State of Montana, Department of Livestock, (the "State") and the Department of Livestock Meat Inspectors of the Montana Federation of Public Employees (the "Federation").

Under the Term of Agreement section, the parties agree to extend the expiration date of their collective bargaining agreement through June 30, 2023. The remainder of the Term of Agreement section remains the same except that the Federation's right to engage in concerted activity will occur after December 31 of even years.

The parties agree that all working conditions and terms of the collective bargaining agreement shall be final and shall not be opened or re-bargained for the duration of the agreement with the singular exception of wages or remunerations.

The State and the Federation shall retain the right to bargain and negotiate wages or other remunerations during the term of the collective bargaining agreement. Any agreement between the parties regarding wages or remunerations shall be memorialized in a document separate from the collective bargaining agreement.

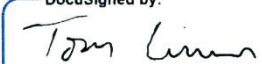
Signed and dated this 1/1/2021.

FOR THE STATE:

FOR THE FEDERATION:

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 Mike Honeycutt, Executive Officer

DocuSigned by:  
  
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 Don Holwagner, President

DocuSigned by:  
  
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 Mike Manion, Chief of Labor Relations  
 Tom Livers

DocuSigned by:  
  
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 Amanda Curtis, MFPE President

Tom Livers, Budget Director