

**SUPPLEMENTAL AGREEMENT**  
**Between**  
**THE STATE OF MONTANA**  
**DEPARTMENT OF AGRICULTURE**  
**And**  
**MONTANA PUBLIC EMPLOYEES ASSOCIATION**  
**2017-2019**

**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 six-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 six-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 six month probationary period. At the department's option, they may extend the probationary period an additional six (6) calendar months provided written notice of the specific reasons for extending the probationary period are received by the employee before the end of the probationary period. Any position determined by the department to have a seasonal component may serve up to 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 made on a seniority basis within a classification and/or work area.

**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) Requests for leave must be submitted between January 1 and March 15 for the ensuing period of March 16 to March 15. 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 on a first-come, first-request basis.
- 4) From August 1 through November 30, leave requests of up to one week will be granted provided the State Grain Lab Bureau Chief or designee determines the Grain Lab is current with samples.
- 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 1% salary increase each year of the biennium. Wage increases will become effective the first full pay period that included February 15<sup>th</sup> of each year of the biennium.

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.

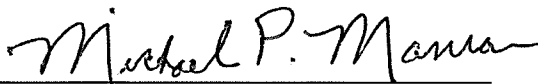
**HEALTH INSURANCE**

HCBD 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, 2018 and shall only increase in the 2019 plan year if the actuarially determined Risk Based Capital Level is at or below 250%.

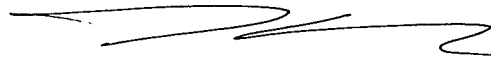
EXECUTED and entered into this 15<sup>th</sup> day of November, 2017

FOR: STATE OF MONTANA


FOR: MONTANA PUBLIC  
EMPLOYEES ASSOCIATION



Michael P. Manion  
State Office of Labor Relations

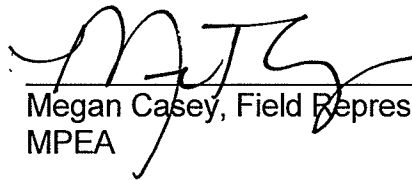


Quinton E. Nyman, Executive Director  
MPEA



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Benjamin Thomas, Director  
Department of Agriculture



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Megan Casey, Field Representative  
MPEA

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Chapter Representative

## 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. Upon completion of the initial training schedule and receiving the Federal Grain Inspection Service wheat grading license, the entry rate will be increased by \$.50 per hour. 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**

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

### **Montana Licenses**

Montana licenses obtained independent of Federal licenses will be compensated at a prorated level. The following licenses will be assigned as an annual training assignment to improve the efficiency and stability of the lab; furthermore, these licenses will be assigned in conjunction with the federal licenses:

Hulless Barley	assigned with barley
Mustards Yellow, Brown, and Oriental	assigned with canola
Camelina	assigned with flaxseed
Khorasian	assigned with wheat
Safflower	assigned with sunflower
Spelt	assigned with rye
Rapeseed	assigned with canola

**SCHEDULE A - 2012 MARKET RATES - UNION EMPLOYEES**

Job Title	Band	Minimum Hourly	Minimum Annually	Midpoint Hourly	Midpoint Annually
Accountant	05	14.609615	30,388	18.262019	37,985
Accounting Technician	04	16.413942	34,141	19.704327	40,985
Administrative Assistant	03	13.257692	27,576	15.915385	33,104
Administrative Assistant	04	15.948558	33,173	19.145673	39,823
Agricultural Technician	03	12.595192	26,198	15.120192	31,450
Agricultural Technician	04	14.484615	30,128	17.388462	36,168
Budget Analyst	05	18.447115	38,370	23.058654	47,962
Business Development Specialist	05	17.756250	36,933	22.195192	46,166
Business Development Specialist	06	23.000000	47,840	28.750000	59,800
Chemist	06	19.980769	41,560	24.975962	51,950
Compliance Specialist	05	17.874038	37,178	22.342788	46,473
Compliance Technician	04	17.037019	35,437	20.452885	42,542
Computer Systems Analyst	06	24.239423	50,418	30.299519	63,023
Delivery Service Driver	03	18.714904	38,927	22.466827	46,731
Environmental Science Spc	06	20.730769	43,120	25.913462	53,900
Grants Contracts Coordinator	06	20.476923	42,592	25.596154	53,240
Hydrologist	06	24.949519	51,895	31.187019	64,869
Instructional Coordinator	06	21.403846	44,520	26.754808	55,650
License Examiner Specialist	05	17.874038	37,178	22.342788	46,473
Network Administrator	06	21.672115	45,078	27.090385	56,348
Plant Science Specialist	06	20.363942	42,357	25.454808	52,946
Program Specialist	06	18.466346	38,410	23.083173	48,013
Statistical Assistant	03	16.408173	34,129	19.697596	40,971
Training Development Specialist	06	19.096635	39,721	23.870673	49,651