

SUPPLEMENTAL AGREEMENT
Between
THE STATE OF MONTANA
DEPARTMENT OF AGRICULTURE
And
MONTANA PUBLIC EMPLOYEES ASSOCIATION
2013-2015

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 1st. 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 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.

ALTERNATE GRIEVANCE/ARBITRATION STEP

By mutual agreement of the Employer and the Association, an alternate grievance procedure may be used in lieu of the arbitration procedure of the Master Contract between the State of Montana and the Montana Public Employees Association. If the Association considers the decision of the Director (Step 3) is unsatisfactory, the Association and the Employer may move the grievance to the "alternate grievance procedure" listed below. This must be done within seventeen (17) calendar days from the receipt of the Step 3 response. If mutual agreement to use the "alternate grievance procedure" cannot be reached then the Association may advance the grievance to Step 4 of the Master Contract's grievance procedure. The Chief of the Labor Relations Bureau must respond in writing to accept the "alternate grievance procedure" within seven calendar days of said request.

ALTERNATE GRIEVANCE PROCEDURE

A four (4) person panel, two (2) persons from the Association, neither of whom is a party to the grievance or has been involved in processing the grievance, and, two (2) persons from management, neither of whom is involved with the grievance or supervised by someone involved with the grievance, will be selected to discuss the facts of the grievance in an effort to effect a settlement.

Within seventeen (17) calendar days thereafter, the four-person panel shall render a decision by a majority and shall submit its findings in writing to both parties.

The decision of the panel shall be the final solution to the grievance based upon a majority decision. If no majority can be reached, and the result is a deadlocked panel, then the recourse shall be to the standard arbitration procedure in the Master Contract.

Should the panel not resolve the grievance, the Association shall notify the Chief of the Labor Relations Bureau of its decision to take the grievance to final and binding arbitration within twelve (12) calendar days from receipt of the panel's deadlock notice.

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

Each employee will be covered under the 2012 markets in Schedule A. All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

Further, in accordance with Section 2-18-303(a), 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 above base pay increases will be paid retroactively. Employees under this agreement will be covered under the 2012 markets as established by the Department of Administration. See Schedule A.

HEALTH INSURANCE

The Employer's share of the health insurance contribution for each employee shall increase by 10% (\$73/month) effective January 1, 2014 and an additional 10% increase (\$81/month) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

EXECUTED and entered into this 15th day of August, 2013

FOR: STATE OF MONTANA

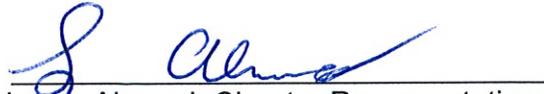

State Office of Labor Relations

FOR: MONTANA PUBLIC
EMPLOYEES ASSOCIATION


Quinton E. Nyman, Executive Director
MPEA


Ron deYong, Director
Department of Agriculture


Bob Chatriand, Field Representative
MPEA


Loren Almond, Chapter Representative

ADDENDUM A

A non-licensed Agriculture Technician Band 3 is hired at the entry rate in Addendum 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

These licenses will be assigned as an annual training assignment to improve the efficiency and stability of the lab. 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	Min Hourly	Annual Min	Midpoint Hourly	Midpoint Annually
Accountant	05	18.58	\$38,640	23.23	\$48,300
Accounting Technician	03	\$12.85	\$26,747	\$15.43	\$32,109
Accounting Technician	04	\$16.41	\$34,141	\$19.704	\$40,985
Administrative Assistant	03	13.26	\$27,576	15.92	\$33,104
Administrative Assistant	04	15.95	\$33,173	19.15	\$39,823
Agricultural Technician	03	12.60	\$26,198	15.12	\$31,450
Agricultural Technician	04	14.49	\$30,128	17.39	\$36,168
Budget Analyst	05	18.45	\$38,370	23.06	\$47,962
Business Development Spec	05	17.76	\$36,933	22.20	\$46,166
Business Development Spec	06	23.00	\$47,840	28.75	\$59,800
Chemist	06	19.98	\$41,560	24.98	\$51,950
Compliance Technician	04	17.04	\$35,437	20.46	\$42,542
Compliance Specialist	06	21.14	\$43,955	26.42	\$54,944
Computer Programmer	06	21.09	43,856	26.36	\$54,820
Computer Systems Analyst	06	24.24	\$50,418	30.30	\$63,023
Delivery Services Driver	03	18.72	\$38,927	22.46	\$46,731
Environmental Science Spec	06	20.73	\$43,120	25.92	\$53,900
Financial Specialist	06	18.47	\$38,404	23.08	\$48,005
Hydrologist	06	24.95	\$51,895	31.19	\$64,869
Instructional Coordinator	06	21.41	\$44,520	26.76	\$55,650
License Permit Technician	04	14.68	\$30,519	17.62	\$36,637
Network Administrator	06	21.68	\$45,078	27.09	\$56,348
Plant Science Specialist	05	14.87	\$30,920	18.59	\$38,651
Plant Science Specialist	06	20.37	\$42,357	25.46	\$52,946
Statistical Assistant	03	16.41	\$34,129	19.70	\$40,971
Statistical Assistant	04	18.77	\$39,027	22.53	\$46,851
Training & Development Specialist	06	19.10	\$39,721	23.87	\$49,651