

**SUPPLEMENTAL AGREEMENT  
DEPARTMENT OF AGRICULTURE  
2009-2011**

**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.

**TRAINING ASSIGNMENT**

In the event 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 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 are required. In such cases, the training assignment will be extended until the required certification 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.

An employee who is promoted or transferred to a position in a different job classification within the same band may be allowed an adjustment period of up to 6 months. An employee serving an adjustment period as a result of a promotion or transfer to a new classification who does not satisfactorily complete his/her adjustment period shall be returned to his/her former position , if available, or a similar position of the same occupational pay range retaining his/he market ratio.

### **EDUCATION AND TRAINING**

Management shall make a good faith effort to provide job related in-service or out-service 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.

### **TRAINING CONSULTATION**

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.

### **STAGGERED 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 non-refundable 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 Grain Lab is working on the current day's samples or is no more than two days behind (or approximately 200 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**

With mutual agreement an alternate work schedule may be arranged between the employee and supervisor. If an alternate schedule is mutually agreed upon, the employer is liable only for overtime/compensatory after forty (40) hours per week.

This includes employees working 8-hours per day who have mutually agreed to a 40-hour workweek and/or alternate schedule. The parties can mutually agree to change to another alternative work schedule. The employer or employee may give 10 days notice to revert back to the previous work schedule or the core 8-hour day, in reference to Article 7 in the master agreement.

This does not relinquish the employer rights as prescribed in Article 7, Section 8.

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 fifteen (15) working 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 five (5) 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 fifteen (15) working 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 ten (10) working 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.

### **BROADBAND PAY PLAN**

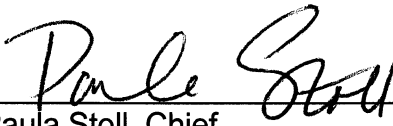
The pay matrix attached (Addendum A) shows the entry salary and market salary rates for each position in the bargaining unit. The Department of Agriculture pay plan rules shall be in effect for employees covered by this agreement.

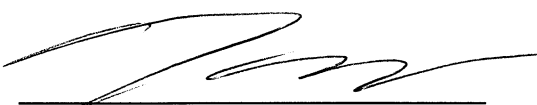
**All full-time employees whose base pay is \$45,000 or less annually will receive a one-time lump-sum payment of \$450 for the first full pay period after July 1, 2009. All part-time employees who are regularly scheduled to work 20 hours or more per week and whose base pay is \$21.635 per hour or less will receive a one-time lump-sum payment of \$225 for the first full pay period after July 1, 2009.**

EXECUTED and entered into this 27<sup>th</sup> day of August, 2009

FOR: STATE OF MONTANA

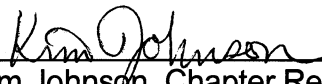
FOR: MONTANA PUBLIC  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Paula Stoll, Chief  
State Office of Labor Relations

  
\_\_\_\_\_  
Quinton E. Nyman, Executive Director  
MPEA

  
\_\_\_\_\_  
Ron deYong, Director  
Department of Agriculture

  
\_\_\_\_\_  
Richard Letang, Field Representative  
MPEA

  
\_\_\_\_\_  
Kim Johnson, Chapter Representative

## Addendum A

|                                 | Band | Entry | Annual | Market | Annual | Max   | Annual |
|---------------------------------|------|-------|--------|--------|--------|-------|--------|
| Accountant                      | 5    | 13.01 | 27,059 | 16.26  | 33,823 | 19.51 | 40,588 |
| Administrative Assistant        | 3    | 9.64  | 20,053 | 12.05  | 25,066 | 14.46 | 30,079 |
| Administrative Assistant        | 4    | 11.57 | 24,063 | 14.46  | 30,079 | 17.35 | 36,095 |
| Administrative Clerk            | 2    | 8.05  | 16,747 | 10.06  | 20,934 | 12.08 | 25,121 |
| Plant Science Specialist        | 6    | 17.39 | 36,176 | 21.74  | 45,220 | 26.09 | 54,264 |
| Agriculture Technician          | 3    | 9.53  | 19,815 | 11.91  | 24,768 | 14.29 | 29,722 |
| Agriculture Technician          | 4    | 11.43 | 23,778 | 14.29  | 29,722 | 17.15 | 35,666 |
| Auditor                         | 5    | 13.56 | 28,210 | 16.95  | 35,263 | 20.34 | 42,315 |
| Biology Research Specialist     | 6    | 16.85 | 35,045 | 21.06  | 43,806 | 25.27 | 52,567 |
| Budget Analyst                  | 5    | 15.95 | 33,173 | 19.94  | 41,466 | 23.92 | 49,759 |
| Business Development Specialist | 6    | 17.40 | 36,192 | 21.75  | 45,240 | 26.10 | 54,288 |
| Chemical Technician             | 3    | 10.06 | 20,935 | 12.58  | 26,169 | 15.10 | 31,403 |
| Chemical Technician             | 4    | 12.08 | 25,122 | 15.10  | 31,403 | 18.12 | 37,684 |
| Chemist                         | 6    | 17.52 | 36,438 | 21.90  | 45,548 | 26.28 | 54,658 |
| Computer Programmer             | 6    | 19.31 | 40,157 | 24.13  | 50,196 | 24.35 | 50,651 |
| Computer Systems Analyst        | 6    | 21.75 | 45,230 | 27.18  | 56,538 | 32.62 | 67,846 |
| Hydrologist                     | 6    | 19.23 | 40,000 | 24.08  | 50,000 | 28.85 | 60,000 |
| Financial Specialist            | 6    | 16.23 | 33,767 | 20.29  | 42,209 | 24.35 | 50,651 |
| License Permit Technician       | 3    | 9.75  | 20,282 | 12.19  | 25,353 | 14.63 | 30,424 |
| Network Administrator           | 5    | 14.83 | 30,856 | 18.54  | 38,570 | 22.25 | 46,284 |
| Secretary                       | 3    | 10.27 | 21,362 | 12.84  | 26,702 | 15.41 | 32,043 |
| Statistical Assistant           | 3    | 9.82  | 20,423 | 12.27  | 25,529 | 14.73 | 30,635 |