

SUPPLEMENTAL AGREEMENT
Between
THE STATE OF MONTANA
DEPARTMENT OF AGRICULTURE
And
MONTANA PUBLIC FEDERATION OF PUBLIC EMPLOYEES

2023-2025

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 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

Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

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

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

SIGNED this 12/23/2024.

FOR: STATE OF MONTANA

Signed by:

Karol Anne Davis

**Karol Anne Davis, Chief Negotiator
State Office of Labor Relations**

**FOR: MONTANA PUBLIC
EMPLOYEES ASSOCIATION**

Signed by:

Quint Nyman

**Quint Nyman, Executive Director
Montana Federation of Public Employees**

Signed by:

Zach Coccoli

**Zach Coccoli, Deputy Director
Department of Agriculture**

Signed by:

Ben Harris

**Ben Harris, Local Union President
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	\$1.00 per hour
Barley and Mixed Grain	\$1.00 per hour
Canola	\$1.00 per hour
Flaxseed	\$0.50 per hour
Oats	\$0.50 per hour
Rye	\$0.50 per hour
Sorghum	\$0.50 per hour
Soybeans	\$0.50 per hour
Sunflower	\$0.50 per hour
Triticale	\$0.50 per hour
Corn	\$0.50 per hour

Agricultural Marketing Act Licenses

Dry Peas	\$1.00 per hour
Lentils	\$1.00 per hour
Beans	\$0.50 per hour

2022 Market Rates		
Job Title	Midpoint Hourly	Maximum Hourly
Accountant 1	23.10897	27.73077
Accountant 2	29.57138	35.48566
Accountant 3	36.96423	44.35708
Accounting Technician 1	16.22725	18.9372
Accounting Technician 2	20.29796	23.68771
Administrative Assistant 1	15.17306	17.70697
Administrative Assistant 2	18.15491	21.18678
Administrative Assistant 3	21.48032	25.06753
Administrative Specialist 1	26.37598	31.65117
Administrative Specialist 2	34.41351	41.29622
Administrative Specialist 3	43.01689	51.62027
Agricultural Inspector 1	19.71458	23.00692
Agricultural Inspector 2	21.75528	25.38841
Agricultural Inspector 3	27.19409	31.73551
Agricultural Scientist 1	35.00231	42.00277
Agricultural Scientist 2	43.75289	52.50347
Budget Analyst 1	28.4058	34.08696
Budget Analyst 2	33.52188	40.22625
Budget Analyst 3	37.56635	45.07962
Chemist 1	33.2746	39.92952
Compliance Specialist 1	26.76094	32.11313
Compliance Specialist 2	34.04082	40.84899
Compliance Specialist 3	42.55103	51.06123
Computer All Other	25.32676	29.55633
Customer Service Assistant 1	13.62548	15.90093
Customer Service Assistant 2	17.27734	20.16265
Customer Service Assistant 3	20.09446	23.45023
Delivery Driver 1	20.44586	24.59038
Economist 1	38.23585	45.88302
Environmental Scientist 1	28.52519	34.23023
Environmental Scientist 2	32.61164	39.13397
Environmental Scientist 3	38.15366	45.78439
Grants Contracts Coordinator 1	24.50802	29.40962
Grants Contracts Coordinator 2	31.97633	38.3716
Hydrologist 1	26.37955	31.65545
Instructional Coordinator 1	30.04948	36.05937
License Examiner 1	22.03846	25.71888
License Examiner 2	28.03367	32.71529
Marketing Specialist 1	31.14501	37.37401
Program Officer 1	23.12409	27.74891
Program Officer 2	30.17068	36.20482
Program Specialist 1	27.86166	33.43399
Program Specialist 2	36.35193	43.62231
Public Relations Specialist 1	30.55339	36.66407
Public Relations Specialist 2	38.19174	45.83008
Science Technician All Other	15.4698	18.05325
Trainer 1	22.80608	27.36729
Trainer 2	29.90544	35.88652