

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA  
DEPARTMENT OF LIVESTOCK**

**and the**

**MONTANA FEDERATION OF PUBLIC  
EMPLOYEES**

## TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. FEDERATION RIGHTS.....	3
ARTICLE 3. FEDERATION SECURITY .....	5
ARTICLE 4. MANAGEMENT RIGHTS .....	5
ARTICLE 5. MANAGEMENT SECURITY .....	6
ARTICLE 6. NON-DISCRIMINATION .....	6
ARTICLE 7. PAY AND HOURS .....	6
ARTICLE 8. OVERTIME AND COMPENSATORY TIME .....	8
ARTICLE 9. HOLIDAYS .....	9
ARTICLE 10. LEAVES .....	10
ARTICLE 11. GRIEVANCES AND ARBITRATION .....	12
ARTICLE 12. JOB SECURITY .....	14
ARTICLE 13. SENIORITY .....	15
ARTICLE 14. VACANCIES AND PROMOTIONS .....	16
ARTICLE 15. RATINGS AND WARNINGS .....	16
ARTICLE 16. NOTIFICATIONS .....	17
ARTICLE 17. OTHER.....	18
ARTICLE 18. SEVERABILITY.....	18
ARTICLE 19. ENTIRE AGREEMENT .....	19
ARTICLE 20. PAYROLL DEDUCTIONS.....	19
ARTICLE 21. TERM OF AGREEMENT .....	19
ARTICLE 22. NO STRIKE/NO LOCKOUT .....	20
ADDENDUM A. BROADBAND PAY .....	21
WAGES.....	22

**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF MONTANA**  
**DEPARTMENT OF LIVESTOCK**  
**and the**  
**MONTANA FEDERATION OF PUBLIC EMPLOYEES**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 7/14/2025, between the State of Montana, (the "Employer"), and the Montana Federation of Public Employees (the "Federation"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1.**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining units as defined and certified by the Board of Personnel Appeals.

**Section 2.** The bargaining units represented by the Federation shall be defined by the classifications provided by the Broadband Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

**Section 3.** It is understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

**ARTICLE 2.**  
**FEDERATION RIGHTS**

**Section 1.** If the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

**Section 2.** A written list of the accredited officers and representatives of the individual bargaining units shall be furnished to the agency director immediately after their election

and the agency director shall be notified of any changes of said representatives within seven calendar days.

**Section 3.** The internal business of the Federation shall be conducted by the employees during their non-duty hours, provided that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities.

**Section 4.** The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with Management and shall not unduly disrupt work in progress.

**Section 5.** The Federation may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation. The Union shall have the right to utilize the State's email system for the purpose of posting and communicating electronic notices. The Union will comply with all State policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda.

**Section 6.** Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

**Section 7.** The Federation may be allowed to use the Employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damages as a result of such use.

**Section 8.** The Employer shall grant up to 60 hours of paid release time per biennium to selected and designated Federation officers or representatives for master contract negotiations.

**Section 9.** Designated Federation representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Federation-represented positions during the employee onboarding process. Because State agencies have a variety of onboarding processes, the Federation shall schedule its access time with each agency. The Employer and Federation shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues--such as web-based and/or written information--in those situations where in-person orientation does not occur.

### **ARTICLE 3. FEDERATION SECURITY**

**Section 1.** Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

**Section 2.** Upon receipt of the MFPE Continuing Membership form signed and dated from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

**Section 3.** The Federation shall have access to employees upon onboarding for all newly hired or created positions. Contact information for all bargaining unit positions shall be furnished to the Federation upon written request.

**Section 4.** The Federation will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

### **ARTICLE 4. MANAGEMENT RIGHTS**

**Section 1.** In compliance with § 39-31-303, MCA, the Federation shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

## **ARTICLE 5. MANAGEMENT SECURITY**

**Section 1.** The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of any bargaining unit, provided that liability under this Section shall be restricted to physical damage to real and personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

## **ARTICLE 6. NON-DISCRIMINATION**

**Section 1.** No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age or sex.

**Section 2.** In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate and promote its employees on the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin and ancestry.

## **ARTICLE 7. PAY AND HOURS**

**Section 1.** Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

**Section 2.** Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

**Section 3.** Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein.

**Section 4.** A regular workday shall consist of at least eight hours of continuous work. All employees in the bargaining unit may take one 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.

**Section 5.** A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.

**Section 6.** A designated workweek shall consist of 40 hours composed of any five consecutive workdays, immediately followed by two days off.

**Section 7.** Employees shall not have their work schedule or location permanently changed unless given 10 days' notice of the change, except in emergency situations.

**Section 8.** Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday.

**Section 9.** The pay matrix attached (Addendum A) include the entry salary and market salary rates for each pay band for fiscal years 2025-2026 exclusive of longevity pay and contribution toward health insurance as provided in statute.

**Section 10.** As per the statute regarding state employee pay, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

**Section 11.** The Pay Plan Rules as promulgated by the Department of Administration or each specific agency shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

**Section 12.** The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

**Section 13.** If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, they shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. Management will not adopt a policy of refusing to authorize such assignments.

**Section 14.** Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

**Section 15.** Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

## **ARTICLE 8. OVERTIME AND COMPENSATORY TIME**

**Section 1.** "Non-exempt" employee means an employee subject to the 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.

**Section 2.** Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

**Subsection 1.** Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked.

**Subsection 2.** "Non-exempt" compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.

**Subsection 3.** A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

**Subsection 4.** Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

**Subsection 5.** This Section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual-Overtime and Nonexempt Compensatory Time Policy.

**Section 3.** "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following provisions:

**Subsection 1.** Compensatory time will be credited on a one and one-half hour basis, for all authorized time worked in excess of 40 hours per week.

**Subsection 2.** Compensatory time will be recorded in increments of no less than half hour, but all time earned or taken in fractions of one hour will accumulate until the half-hour minimum is attained, at which point the time will be recorded.

**Subsection 3.** Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.



**Subsection 4.** Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

**Section 4.** The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

**Section 5.** If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

**Section 6.** Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

**Section 7.** The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

**Section 8.** Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 9.** Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

**Section 10.** The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**ARTICLE 9.  
HOLIDAYS**

**Section 1.** For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day .....	January 1
Martin Luther King Jr. Day .....	3rd Monday in January
Presidents' Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day .....	2nd Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

**Section 2.** The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

**Section 3.** When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, the employee will be paid at the rate of two and one-half times their regular rate of pay, or at the employee's option, one and one-half times their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

**Section 4.** Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and their supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

**Section 5.** Agencies covered by this Agreement may bargain in their respective supplemental agreements to flex the Indigenous Peoples' Day and Columbus Day holiday.

## **ARTICLE 10. LEAVES**

**Section 1.** LEAVE REQUESTS. Bargaining unit members, whenever possible, shall give at least three week notice of planned vacation/comp time/sick leave requests for more than five consecutive days. It shall be the supervisor's responsibility to ensure work coverage for any use of leave by bargaining unit members.

**Section 2.** JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18-619, MCA.

**Section 3.** SICK LEAVE. Employees shall be granted sick leave per § 2-18-618, MCA, and according to the following:

**Subsection 1.** Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employee will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

**Subsection 2.** Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave credits, the employee may utilize their accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status for one year, renewable thereafter at the Employer's option on an annual basis.

**Subsection 3.** In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

**Subsection 4.** The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

**Subsection 5.** In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

**Section 4.** ANNUAL LEAVE. It is understood and agreed that an employee within the bargaining units may choose to take at least two consecutive accrued workweeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

**Section 5.** EMERGENCY LEAVE. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the employee's immediate family until other attendance can be reasonable obtained, to attend a funeral in the immediate

family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

**Section 6.** LEAVE WITHOUT PAY. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

**Section 7.** MILITARY LEAVE. Military leave shall be granted in accordance with §§ 2-18-614 and 10-1-1009, MCA, and Montana Operations Manual Leave of Absence Without Pay Policy.

**Section 8.** EDUCATIONAL LEAVE. Educational leaves are to be handled on a supplemental basis.

**Section 9.** INDUSTRIAL ACCIDENT LEAVE. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to their previously held position and shall be entitled to leave without pay for a period of up to nine months following the date of injury.

## **ARTICLE 11. GRIEVANCES AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

**Section 2.** Grievance Procedure.

### **Step 1**

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 2**

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 3**

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 4**

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

### **Step 5**

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

## **Section 3.** Rules of Grievance Processing.

**Subsection 1.** Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

**Subsection 2.** Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

**Subsection 3.** Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.

5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

**Subsection 4.** Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

**Section 4.** Rules of Arbitration.

**Subsection 1.** Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

**Subsection 2.** Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

**Subsection 3.** The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

**Subsection 4.** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

**ARTICLE 12.  
JOB SECURITY**

**Section 1.** A probationary period shall be utilized for the most effective adjustment of a new employee or a transferring state of Montana employee after a break in service, and

for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

**Subsection 1.** The probationary period shall last for one year. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The Employer may extend the length of a probationary period for a maximum of six additional months. When a probationary period is extended, the Employer must notify the employee and the Federation of the extension in writing on or before the end of the original probationary period.

**Section 2.** The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal the dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with Article 13.

## **ARTICLE 13. SENIORITY**

**Section 1.** Seniority means the length of continuous service with the agency since the last date of hire.

**Section 2.** Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. However, previously credited service will not be lost, and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active-duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave.

**Subsection 1.** Seniority shall be revoked upon termination, retirement, or discharge for cause.

**Section 3.** Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions.

**Section 4.** Qualifications, seniority and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same grade and class by geographic location, as identified in the supplemental agreements.

**Section 5.** Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of their intent to return to work within 10 calendar days of the mailing of said letter shall constitute a

forfeiture of their right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

**Section 6.** No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

## **ARTICLE 14. VACANCIES AND PROMOTIONS**

**Section 1.** The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

**Subsection 1.** When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it to each respective bureau level area to be posted. The notice will be posted in a specific place designated for job opening notices and shall state where interested employees are to make application, and the cutoff date for application submittals, and the minimum qualifications.

**Subsection 2.** The Employer will ensure that all such applications be considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process.

**Subsection 3.** All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit.

## **ARTICLE 15. RATINGS AND WARNINGS**

**Section 1.** An employee may request and receive a copy of their current position description at any time.

**Section 2.** Unless otherwise established or modified in the individual supplemental agreements, the statewide performance evaluation system or another system approved by the State Human Resources Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement.

**Subsection 1.** Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.



**Section 3.** When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of their performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

**Section 4.** No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that they have been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

**Section 5.** An employee desiring that material which they feel is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

**Section 6.** Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than one year, upon request of the employee, after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

**Section 7.** Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

## **ARTICLE 16. NOTIFICATIONS**

**Section 1.** The Employer shall give permanent employees subject to layoffs a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

**Section 2.** The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment-related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

## **ARTICLE 17. OTHER**

**Section 1.** If an employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, the Employer shall furnish said items.

**Section 2.** The Federation shall have access to the State Employee Group Benefit Advisory Council at its quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

**Section 3.** The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except where prohibited by state regulation or authorized federal authority.

**Section 4.** Any bargaining unit members hired after March 3, 2017, who are required to carry a cell phone will be issued a department cell phone.

**Section 5.** PER DIEM. Employees traveling more than 15 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.

**Section 6.** 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.

**Section 7.** PROTECTIVE CLOTHING. Employees will be required to have the proper protective footwear and will be reimbursed up to \$200 with receipts, per contract period. 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. Employees will use, as directed, protective equipment supplied by the Employer.

**Section 8.** It is understood that some bargaining unit positions may perform duties from home with mutual agreement.

## **ARTICLE 18. SEVERABILITY**

**Section 1.** In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being

the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

## **ARTICLE 19. ENTIRE AGREEMENT**

**Section 1.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2.** The Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

**Section 3.** The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement or any supplemental agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

## **ARTICLE 20. PAYROLL DEDUCTIONS**

**Section 1.** In addition to the monthly dues' deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior approval of both Management and the Federation.

## **ARTICLE 21. TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June 2027. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice no less than 90 days prior to the expiration date and agree to meet no later than 60 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Federation shall have the right to engage in

concerted activity after December 31, 2026, for matters pertaining to wages and economic benefits in the 2027-2029 biennium.

## ARTICLE 22. NO STRIKE/NO LOCKOUT

**Section 1.** During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 23.

**Section 2.** During the term of this Agreement, there shall be no lockouts by the Employer.

**THIS AGREEMENT** is signed and dated this 7/14/2025.

### THE STATE OF MONTANA:

Signed by:



382B3999E2BE4DB...

Karol Ann Davis, Chief Negotiator  
State Office of Labor Relations

Signed by:



3C6F12FEC0ED4FB...

Michael Honeycutt, Executive Officer  
Montana Department of Livestock

### THE FEDERATION:

Signed by:



5816E062D63E472...

Justin Hawkaluk, Field Representative  
MFPE

Signed by:



0E80D8EC8920453...

Bethany Leifner, Representative  
MFPE

## ADDENDUM A. BROADBAND PAY

### State of Montana Benefit Plan Contributions

The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

<b>Employee Monthly Contributions Before Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contribution</b>	<b>2027 Plan Year Contribution</b>
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

**WAGES**

	<b>JOB CODE</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Meat Inspector 1	R21031	21.16	22.66	24.16
Administrative Assistant 2	Q61022	18.50	20.00	21.50
Compliance Specialist 2-Compliance Investigator	B14012	25.51	27.01	28.51
Compliance Specialist 1-Label Specialist	B14011	24.51	26.01	27.51

Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.