

**2025 – 2027  
SUPPLEMENTAL AGREEMENT  
between the  
STATE OF MONTANA  
DEPARTMENT OF AGRICULTURE  
and the  
MONTANA PUBLIC FEDERATION OF PUBLIC EMPLOYEES**

**ARTICLE 1.  
GEOGRAPHICAL DETERMINATION**

**Section 1.** Should layoffs 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.

**ARTICLE 2.  
REST BREAKS**

**Section 1.** 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.

**ARTICLE 3.  
TRAINING ASSIGNMENT**

**Section 1.** 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 12-month probationary period.
8. An employee may request an early review of their progress towards completing the training assignment.

#### **ARTICLE 4. PROBATIONARY PERIOD**

**Section 1.** A newly hired employee to state government shall serve a 12-month probationary period.

#### **ARTICLE 5. EDUCATION AND TRAINING**

**Section 1.** 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.

**Section 2.** 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 their designee, setting forth the decision on said requests.

**Section 3.** The requesting employee or a designated bargaining unit member may consult with the Director or designee regarding the decision of a request for training or education.

**Section 4.** The Employer may implement cross-training programs to enhance workforce flexibility and employee skill development.

#### **ARTICLE 6. FLEXIBLE HOURS**

**Section 1.** In the event that staggered work hours are arranged, such arrangements shall be based on the needs and functionality of the program.

**Section 2.** 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 workweek 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 workweek.

**ARTICLE 7.  
STAFF MEETINGS**

**Section 1.** The Employer recognizes the benefits of good communication and will hold periodic staff meetings to facilitate such communication.

**ARTICLE 8.  
MOVING AND RELOCATION**

**Section 1.** 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.

**ARTICLE 9.  
EQUIPMENT REIMBURSEMENT**

**Section 1.** 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 their 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.

**ARTICLE 10.  
LEAVE (VACATION AND COMPENSATORY TIME OFF) STATE GRAIN LAB**

**Section 1.** 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<sup>st</sup> – December 31<sup>st</sup> for the calendar year January 1<sup>st</sup> – December 31<sup>st</sup> 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<sup>st</sup> through November 30<sup>th</sup>, 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.

## **ARTICLE 11. WORKWEEKS**

**Section 1.** 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.

**Section 2.** 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.

**Section 3.** Unless mutually agreed, employees at the Grain Lab shall not work more than six days in a row.

## **ARTICLE 12. ALTERNATE HOLIDAY**

**Section 1.** 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.

**ARTICLE 13.  
LABOR-MANAGEMENT COMMITTEE**

**Section 1.** 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.

**ARTICLE 14.  
ACROSS THE BOARD PAY ADJUSTMENTS**

**Section 1.** 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.

**Section 2.** Further, in accordance with § 2-18-303(4)(a)(i), MCA, these adjustments will not be provided to employees until the State receives written notice that the employees' 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.

**ARTICLE 15.  
HEALTH INSURANCE**

**Section 1.** 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%.

**ARTICLE 16.  
OUTSOURCING**

**Section 1.** Outsourcing – State Grain Lab. To mitigate the large volume of grain samples the Employer receives during times of high sample volumes, the Employer and Federation agree that the State Grain Lab may outsource grain samples to outside vendors during times of high sample volumes, staff shortages, and for licensure for specific commodity types as needed to maintain appropriate turnaround time for grain sample testing according to federal guidelines. In addition, the State Grain Lab may outsource grain samples to outside vendors during a state of emergency in the State of Montana, declared by executive order by the Governor of the State of Montana.

**ARTICLE 17.  
GRIEVANCE 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.

**Section 2.** Grievance Procedure.

**Step 1**

The grievance shall be presented in writing within 21 calendar days of the situation to the appropriate next-level supervisor above the person who dispensed discipline, or the direct supervisor in the case of an alleged contract violation. The written grievance shall state the name of grievant, date of occurrence, a statement of the cause, the articles of the contract violated, the proposed remedy, and dated and signed by the grievant. That supervisor will respond in writing within 14 calendar days.

## **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, it may be presented 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. The Federation reserves the right to file grievances based on violations of the union contract.
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.


**THIS AGREEMENT** is signed and dated this 9/25/2025.


**THE STATE OF MONTANA:**

Signed by:  
  
382B399E2BE4DB...  
Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

Signed by:  
  
134145CC74164BC...  
Jillien Streit, Director  
Department of Agriculture

**THE FEDERATION:**

Signed by:  
  
746866B735D4F9...  
Quint Nyman, Executive Director  
MFPE

Signed by:  
  
BC3835CF18C847F...  
Ben Harris, Local Union President  
MFPE

**ADDENDUM A.  
LICENSE COMPENSATION & PAY SCHEDULE**

A non-licensed Agriculture Technician may be hired at the entry rate in Schedule A of this Agreement with a training assignment to earn a Federal Grain Inspection Service 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
Chickpea / Garbonzo .....	\$1.00 per hour

Job Code	Job Code Title	Entry	Midpoint	Maximum
B21011	Accountant 1	45733	57167	68600
B21012	Accountant 2	57745	72181	86617
B21013	Accountant 3	70009	87511	105014
Q33021	Accounting Technician 1	33342	40027	46711
Q33022	Accounting Technician 2	38755	46525	54295
Q61021	Administrative Assistant 1	32960	39567	46175
Q61022	Administrative Assistant 2	38635	46381	54127
Q61023	Administrative Assistant 3	45198	54260	63321
B1JO51	Administrative Specialist 1	46416	58021	69625
B1JO52	Administrative Specialist 2	59824	74780	89736
B1JO53	Administrative Specialist 3	74780	93475	112170
R21011	Agricultural Inspector 1	35061	42091	49120
R21012	Agricultural Inspector 2	39624	48380	56459
R21013	Agricultural Inspector 3	41704	60475	70574
E11012	Agricultural Scientist 2	67704	92040	110448
B23011	Budget Analyst 1	48517	60646	72775
B23012	Budget Analyst 2	61206	76508	91810
B23013	Budget Analyst 3	76508	95635	114762
E23011	Chemist 1	61152	79838	95806
B14011	Compliance Specialist 1	47248	59061	70873
B14012	Compliance Specialist 2	60825	76031	91237
B14013	Compliance Specialist 3	76031	95039	114047
Q45011	Customer Service Assistant 1	27224	32681	38139
Q45012	Customer Service Assistant 2	32936	39539	46142
Q45013	Customer Service Assistant 3	38445	46152	53859
V22011	Delivery Driver 1	40770	48943	57116
E31011	Economist 1	63994	81938	99883
E24011	Environmental Scientist 1	53639	67049	80459
E24012	Environmental Scientist 2	64729	83546	100255
B1J041	Grants Contracts Coordinator 1	44644	55805	66966
B1J042	Grants Contracts Coordinator 2	57540	71925	86310
E24021	Hydrologist 1	46313	57891	69469
H93011	Instructional Coordinator 1	56900	71125	85350
C1C011	IT Systems Analyst 1	68816	86020	103224
C1C012	IT Systems Analyst 2	73754	97851	117421
B14021	License Examiner 1	42665	53331	63997
B14022	License Examiner 2	53996	68655	82386
B1G011	Marketing Specialist 1	57300	71625	85950
B1J091	Program Officer 1	41491	49809	58127
B1J092	Program Officer 2	51864	62261	72659
B1J011	Program Specialist 1	51981	64976	77971
B1J012	Program Specialist 2	64976	81220	97464
I33012	Public Relations Specialist 2	69171	86464	103757
B1F011	Trainer 1	47101	58876	70651
B1F012	Trainer 2	58876	73595	88314