

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**STATE OF MONTANA**

**and**

**MONTANA ASSOCIATION OF FISH AND WILDLIFE**

**BIOLOGISTS**

**MEA-MFT, AFT, AFL-CIO Local 4687**

**2015--2017**

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**between the**  
**STATE OF MONTANA**  
**AND THE**  
**MONTANA ASSOCIATION OF FISH AND WILDLIFE BIOLOGISTS**

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**between the**  
**STATE OF MONTANA**  
**and the**  
**MONTANA ASSOCIATION OF FISH AND WILDLIFE BIOLOGISTS**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2016, between the State of Montana, by and through the Department of Fish, Wildlife and Parks, hereinafter referred to as the "Employer," and the Montana Association of Fish and Wildlife Biologists, hereinafter referred to as the "Association."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its employees, and the Association; to provide an orderly and peaceful means of resolving employee grievances; and to set forth an agreement between the parties concerning the terms and conditions of employment for the employees covered hereunder.

**ARTICLE I.**  
**RECOGNITION**

The Employer recognizes the Association as the sole and exclusive representative of all Fish and Wildlife Biologists, excluding supervisors, management officials and other employees exempted under statute or covered by other collective bargaining agreements.

**ARTICLE II.**  
**ASSOCIATION RIGHTS**

Section 1. The Association shall designate a slate of Association officers and representatives who may act as official spokespersons for the Association on any matter, with such designation to be made in writing, and it shall further specify the effective time period for the designation of such officers and representatives. A copy will be provided to the Employer.

Section 2. Association officers and representatives will be permitted to visit with bargaining unit members concerning application of terms and conditions of this Agreement during work hours.

Section 3. The above-mentioned Association officers and representatives shall be recognized by the Employer as having the authority to report irregularities in interpretation or application of this Agreement to Employer and to make contact with Employer representatives for the purpose of adjustment of grievances. Any such officer or representative shall not be discriminated against for discharging any such Association responsibility. No bargaining unit member shall be discharged or discriminated against for their Association involvement. No bargaining unit member eligible to serve on any Employer designated committees shall be discontinued or discriminated against for their Association involvement and membership.

Section 4. Each employee covered by this Agreement shall have the right to have a representative of the Association present when disciplinary action or discharge is initiated.

Section 5. The Employer agrees to pay any Association officer and/or representative involved in the investigation and adjustment of any written grievance, up to eight hours of paid time for such investigation, and further agrees to pay full salary to any employee whose presence is required for any arbitration proceeding.

Section 6. With the prior written approval of the affected employee, Association officers and/or representatives have the right to inspect an employee's personnel file in the event of any dispute regarding any matter whatsoever between the Association and the Employer concerning the employee's job rights and entitlements under this Contract.

Section 7. The Employer shall inform the Association of any impending changes in the composition of the bargaining unit, including, but not limited to, the following:

- a. any known official proposal pertaining to anticipated changes in the classification of any bargaining unit member; and
- b. a monthly listing of the names and positions of all new hires and terminations within the bargaining unit.

Section 8. The Association shall be permitted to use the Employer's facilities for Association meetings, providing such meeting dates and times do not conflict with other uses previously scheduled by the Employer.

Section 9. The Association shall have the right to appoint one member to the Employer's policy committee. That member shall have the right to participate as any other member of that committee and will be allowed paid time to attend the meetings.

Section 10. The Association will be provided a copy of the current Department policies and procedures manual and will be advised whenever changes in policy are being considered, leaving a reasonable amount of time for comment and discussion.

#### **Section 11. Representation Fee (grandfathered): Union Dues**

Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the union and shall deliver those dues to the treasurer of the union. It is understood that the union has an annual "window period" during which employees may revoke the aforementioned written payroll deduction dues authorization. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be deducted for a given month, the employer's business manager must receive the authorization form no later than the last day of the previous month.

#### **Representation Fee**

For employees hired on or after March 8, 2008 who elect not to pay full union dues, as

may be permitted by Section 39-31-401 MCA, the employer will deduct a representation fee from the pay of each newly hired member of the bargaining unit following that employee's second payroll. The union shall determine the amount of the representation fee to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety, or use of this representation fee shall be strictly between the employee and the union. The grievance procedure contained within this agreement shall not be used to address any dispute regarding representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken. The union shall defend and hold the employer harmless in any action regarding the legality or propriety of the representation fee or its deduction from employees' pay.

A Union representative will meet with each new employee and provide information on Union membership and representation fees.

### **ARTICLE III. MANAGEMENT RIGHTS**

(In compliance with State statute 39-31-303, MCA)

The Association 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:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. maintain the efficiency of government operations;
- e. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. 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 IV. NON-DISCRIMINATION**

Section 1. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; and they jointly agree that all bargaining unit members have the right to be free from discrimination because of race, creed, religion, color, sex, physical or mental handicap, or national origin.

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 handicap, national origin and ancestry.

## **ARTICLE V. PAY AND HOURS**

Section 1. Pay for the employees covered by this Agreement shall be in accordance with the statutory Broadband Pay Plan authority at the level described by the employees' classification. Nothing in this Agreement shall preclude any employee's rights to appeal their classification.

Section 2. All employees covered by this collective bargaining agreement shall receive a \$0.50 and hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

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.

Section 3. The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% (to \$976 a month) from January 2016 through December 2016 and by 8% (to \$1,054 a month) from January 2017 through December 2017.

Section 4. It is understood by the parties that bargaining unit positions will be paid overtime pay or compensatory time in accordance with the state law. The determination as to whether the position receives overtime pay or compensatory time will be made by the Employer on a case-by-case basis.

Section 5. Any authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked for purposes of computing compensatory time credits earned under this Article.

Section 6. The parties agree that 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 any other period of time except as may be specifically provided in this Agreement. The Department shall give the Association advance notice of at least 15 working days before implementation and an opportunity to comment upon any layoff or reduction of hours.

Section 7. Compensatory time to be credited on a one hour earned for one hour worked basis for time worked in excess of 40 hours during a one week pay period. The employer and employee shall arrange for the taking of such comp time by mutual agreement.

Section 8. An employee required to fly as a condition of employment shall have the right to refuse to participate in hazardous low level flights if the employee has a reasonable belief that the weather conditions, condition of the aircraft, or pilot ability present an imminent danger to his/her safety.

When an employee has a reasonable belief that the unsafe conditions described above exist, he/she must immediately report such conditions to his/her immediate supervisor, or, if not available, to another supervisory or managerial employee. Any disagreements as to unsafe conditions may be subjected to the grievance and arbitration procedure at any step.

Section 9. The department shall make available each year of the biennium, up to \$5,000 for mutually agreeable professional resource issue journals. If in electronic form, biologists will be notified annually as to what resource issue journals are available and how to access them.

Section 10. In cases where the employer requires an employee to work out of an office located in the employee's primary residence, rather than office space provided by the employer, the employer will provide an additional \$200 per month to defray office expenses including, but not limited to, home office space, utilities, internet, messaging service, post office box and equipment storage. To be eligible to receive compensation, the employee's home office must be adequate and acceptable to the employer. The employer agrees to provide a cell phone for business use and agrees to pay the cost of the cell phone service. In the event that the home office does not have adequate cell coverage, the department, at its discretion may provide a home office business phone and phone line, to include local and long distance work-related calling.

## **ARTICLE VI. COMPENSATION AND CAREER PROGRESSION**

### Section 1. Purpose.

This Career Progression/Professional Development Model and Policy provides the opportunity for FWP Biologists (191236/Band 6 and 191237/Band 7) to progress through a series of Biologist Levels and associated salary adjustments as they satisfy the minimum professional requirements listed herein. The purpose of this Policy is to provide employees with the opportunity to advance in their careers, to increase employee retention by providing for periodic professional and economic growth, and to recognize the benefit of increased employee competency through ongoing training and accumulated professional accomplishment.

### Section 2. Progression Review and Evaluation Criteria.

- a. A Progression Review Committee will review and consider advancement of Biologists who have met the requirements described in this Article and seek to advance from one Biologist Level to the next. The Progression Review Committee shall consist of 2 regional Fish or Wildlife Managers, 2 Biologists appointed by the Association, 1 Regional Supervisor and 1 Bureau Chief. An employee's immediate supervisor may not serve on the Committee reviewing that employee's application. At least 2 members of the Progression Review Committee shall be from the same Division as the Biologist under review.

- b. Biologists may petition the Progression Review Committee to be considered for advancement by submitting a pay progression proposal (documenting the successful completion of the minimum requirements necessary to progress to the next Biologist Level) to Human Resources prior to April 15<sup>th</sup>. Human Resources will convene the Progression Review Committee to consider the proposal and associated documentation and make a recommendation regarding the proposal in writing to the employee and their respective Division Administrator by May 15<sup>th</sup>. Subsequent assignments to new Biologist Levels will be effective no later than the first Pay Period of the following Fiscal Year.
- c. In such case that the employee disagrees with the recommendation of the Progression Review Committee (Section 2(b)), they may appeal by submitting an appeal package to the Director's Office through Human Resources.
- d. Employees who were not employed as Band 6 or 7 Biologists on May 31, 2014 and are hired to fill open Band 6 or Band 7 biologist positions after that date, will be initially hired as a Biologist Level 1, regardless of their prior years-of-service as a biologists within or outside FWP.
- e. Vacant Band 6 or 7 Biologist position salaries will be advertised at the most current Band 6 or 7 Biologist Level 1 base wage (Table 1). Currently employed FWP Band 6 or 7 Biologists who are hired to fill a vacant position within their current Band will be hired at their current Biologist Level and credited with their FWP Fish and Wildlife Biologist years-of-service, Training, Accomplishments, and Progression Points accrued at that Biologist Level.
- f. All Band 6 and 7 Biologists employed on May 31, 2014 will, on the first day of the subsequent pay period, be placed in a Biologist Level. For the purposes of the initial placement Biologists will be placed in the level described in Table 1 immediately below that level which their years as an FWP Biologist would qualify them for (e.g., if a biologist's years put them at a Level 5, they will initially be assigned at a Level 4). Any and all subsequent progression through Biologist Levels will be based on the complete set of criteria described in the Career Progression/Professional Development Model and Policy.
- g. The Biologist Levels and specific criteria necessary to progress to each Level are described in the following sections and in Tables 1-3. To progress from one level to the next, a candidate must satisfy ALL of the following criteria:
1. the employee has accrued the minimum years-of-service as a Band 6 or 7 FWP biologist required to advance to the next Biologist Level (Table 1);
  2. the employee's job performance and competencies, as assessed and documented in that employee's annual Performance Agreements, have "met expectations" for at least three years, including the most recent year, that the employee has served at their current Biologist Level—Performance Agreements will be modified to include a means for supervisors to document whether an employee has or has not generally "met expectations" during that annual review cycle;

3. the employee has completed the minimum annual qualifying Professional Development Workshop and Training hours during three or more years the employee has served at their current Biologist Level (Section 3 and Table 2), and
4. the employee has accumulated sufficient Progression Points during the previous three or more years the employee has served at their current Biologist Level (Section 4 and Table 3).

### **Section 3. Qualifying Professional Development Workshops and Training.**

Professional Development Workshops and Training that qualifies to be considered by the Progression Review Committee (as described in Section 2) must meet the following criteria:

- a. The employee's immediate supervisor must agree, in writing, that a prospective Professional Development Workshop or Training is relevant to an employee's current or future job duties, will promote or maintain relevant and necessary professional skills, and/or will otherwise advance the employee's ability to execute that employee's specific duties.
- b. A Professional Development Workshop or Training that is *mandatorily required* for the routine conduct of the employee's job duties or continued employment will not qualify as a Professional Development Workshop or Training for the purposes of this Section.
- c. Employees must annually complete a minimum of 8 hours of qualifying Professional Development Workshops and/or Training in each of the following two categories (examples of qualifying Training and Professional Development Workshops are provided in Table 2) during three or more years the employee has served at their current Biologist Level:
  1. **Technical/Biological Training.** Qualified elective training in this category is intended to improve and maintain an employee's technical skills, ensure that employees acquire and maintain the best and most current relevant technical/biological job skills and information, and ensure the employee can perform their duties in the safest and most efficient means possible.
  2. **Communication, Leadership, and Inter-personal Skills Development.** Qualified elective training in this category is intended to 1) improve and maintain an employee's ability to effectively communicate with the public, their peers, and partner organizations/agencies 2) more effectively resolve resource management conflicts and negotiate for the resources and publics the employee serves, 3) more effectively support FWP's mission by improving employees' leadership skills, and 4) promote a better understanding of FWP's organizational and administrative processes.

### **Section 4. Qualifying Performance Activities and Accomplishments.**

- a. A biologist may accumulate Progression Points during three or more years they serve at their current Biologist Level in the following ways:
  1. Complete qualifying accomplishments or activities.
  2. Provide elective professional service above and beyond their normal job duties.
  3. Receive formal recognition for outstanding performance by the public or their peers.
  4. Complete other qualifying accomplishments and/or activities (Section 4(c)).
- b. Biologists must accumulate a minimum of 10 Progression Points within the evaluation period to be considered for advancement to the next Biologist Level as

- described in Table 1. Examples of qualifying Performance Activities and Accomplishments are listed in Table 3. At least one point must be accrued within at least 4 of the 5 discrete Categories listed in Table 3.
- c. Performance Activities and Accomplishments, and associated Progression Points, not specifically listed in Table 3 will qualify upon prior mutual agreement of the employee's supervisor, the Association, and the Division Administrator.
  - d. Progression points do not carry forward from level to level.

**Section 5. Market-based Pay.**

FWP will use an objective analysis of the most recently available regional biologist salary survey data to determine comparable market-based base salaries for Band 6 and Band 7 biologists.

For this 2015-2017 Collective Bargaining Agreement, Montana Dept. of Fish, Wildlife & Parks will use the 2014 National Compensation Association of State Governments Survey data Market Midpoint (collected from the states of Idaho, North Dakota, South Dakota and Wyoming and analyzed using the Standard Method) to determine Band 6 biologists' base hourly salary. The 2014 Band 6 Fish and Wildlife Biologist Market Midpoint is \$28.798 per hour. Band 6 Fish and Wildlife Biologists will be paid a proportion of this Market rate according to their current Biologist Level as described in Table 1. Band 7 Fish and Wildlife Biologists' base salary will be 20% greater than the Band 6 hourly base salary for the corresponding Band 7 Biologist Level. Statutory Longevity Increases (Table 4) will be paid in addition to an employee's Biologist Level base salary at the time the Longevity hours of service are accrued.

**Section 6. Commitments.**

- a. Management will provide sufficient relevant Professional Development Workshops and Training opportunities for biologists who endeavor to maintain or improve their professional skills. The Association agrees to actively work with Management to identify and provide these training opportunities.
- b. All parties to this Agreement recognize that both the listed qualifying Training (Table 2) and Performance Activities (Table 3) will need to be supplemented and refined over time as both parties gain experience with the Model. Management and the Association agree to convene an *ad hoc* committee near the end of the first 3-year Evaluation Period to assess how well the Model worked and to suggest improvements.

**Table 1. Career Progression**

"Market" refers to the 2014 NCASG Survey data Band 6 Fish and Wildlife Biologist Market Midpoint, as described in Section 5.

Title/Pay Level	Job Performance/Competencies	Education/Experience/Training
<p><b>Biologist 1</b> Band 6 Pay Level 1: 85% of Market</p> <p>Band 7 Pay Level 1: 20% above Band 6 Pay Level 1</p> <p><b>0-3 years</b> experience as FWP biologist</p>	<p>Meets minimum qualifications through competitive recruitment. Selected and assigned to a position.</p> <p>Most competencies (behaviors) cannot be observed during the selection process.</p>	<p>Master's degree in Fish and Wildlife Management, Fish or Wildlife Biology, Range Management, Zoology or Biology, including completion of a field research project presented in a successfully defended thesis or equivalent, and 1-2 years of job-related field experience. Equivalent experience is defined as a Bachelor's degree and five (5) years of progressively responsible experience as a fisheries/wildlife biologist or senior wildlife technician, in addition to successful completion of a research effort that includes:</p> <ol style="list-style-type: none"> <li>1. Literature review and development of a problem statement and or hypothesis for a particular issue.</li> <li>2. Development of a detailed study plan or sampling protocol for a field-oriented project based on the above-noted hypothesis.</li> <li>3. Data collection and the effective management of data with an appropriate application.</li> <li>4. Interpretation and analysis of data, including a quantitative assessment of that information.</li> <li>5. As primary author, completion of one or more publications comparable to those found in reviewed journals.</li> <li>6. If appropriate to the project, formulation of any recommended changes in management prescriptions and or actions.</li> <li>7. Oral presentation on results of investigation to agency staff and public audience.</li> </ol>
<p><b>Biologist 2</b> Band 6 Pay level 2: 88% of Market</p> <p>Band 7 Pay Level 2: 20% above Band 6 Pay Level 2</p> <p><b>&gt;3 yrs.</b> experience as FWP biologist</p>	<p>Served at least 3 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 1 Biologist</p>	<p><b>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</b></p> <p><b>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</b></p>
<p><b>Biologist 3</b> Band 6 Pay level 3: 91% of Market</p> <p>Band 7 Pay Level 3: 20% above Band 6</p>	<p>Served at least 6 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual</p>	<p><b>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</b></p> <p><b>Accumulated a total of at least 10 Progression Points by completing Performance Activities</b></p>

<p>Pay Level 3</p> <p>&gt;6 yrs. experience as FWP biologist</p>	<p>performance appraisals (including the most recent appraisal) while serving as a Level 2 Biologist</p>	<p>and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</p>
<p><b>Biologist 4</b> Band 6 Pay level 4: 93% of Market</p> <p>Band 7 Pay Level 4: 20% above Band 6 Pay Level 4</p> <p>&gt;9 yrs. experience as FWP biologist</p>	<p>Served at least 9 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 3 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</p>
<p><b>Biologist 5</b> Band 6 Pay level 5: 95% of Market</p> <p>Band 7 Pay Level 5: 20% above Band 6 Pay Level 5</p> <p>&gt;12 yrs. experience as FWP biologist</p>	<p>Served at least 12 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 4 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</p>
<p><b>Biologist 6</b> Band 6 Pay level 6: 97% of Market</p> <p>Band 7 Pay Level 6: 20% above Band 6 Pay Level 6</p> <p>&gt;15 yrs. experience as FWP biologist</p>	<p>Served at least 15 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 5 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</p>
<p><b>Biologist 7</b> Band 6 Pay level 7: 98% of Market</p> <p>Band 7 Pay Level 7: 20% above Band 6 Pay Level 7</p> <p>&gt;18 yrs. experience as FWP biologist</p>	<p>Served at least 18 years as an FWP biologist and is successfully performing duties assigned. Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 6 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</p>

<p><b>Biologist 8</b> Band 6 Pay level 8: 99% of Market</p> <p>Band 7 Pay Level 8: 20% above Band 6 Pay Level 8</p> <p>&gt;21 yrs. experience as FWP biologist</p>	<p>Served at least 21 years as an FWP biologist and is successfully performing duties assigned.</p> <p>Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 7 Biologist</p>	<p><b>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</b></p> <p><b>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</b></p>
<p><b>Biologist 9</b> Band 6 Pay level 9: 100% of Market</p> <p>Band 7 Pay Level 9: 20% above Band 6 Pay Level 9</p> <p>&gt;24 yrs. experience as FWP biologist</p>	<p>Served at least 24 years as an FWP biologist and is successfully performing duties assigned.</p> <p>Determined to have Met Expectations during three annual performance appraisals (including the most recent appraisal) while serving as a Level 8 Biologist</p>	<p><b>Completed the necessary Professional Development and Training while serving as a Level 1 Biologist (as described in Section 3).</b></p> <p><b>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments other qualifying Activities as describes in Section 4 and Table 3; biologists must accrue at least one point from 4 of the 5 categories (Table 3) within the evaluation period.</b></p>

**Table 2. Examples of Fish and Wildlife Biologist Recommended Training and Professional Development Workshops**

Workshops and Training not specifically listed may qualify following the process outlined in Section 3(a).

<b>Technical/Biological Training</b>		<b>Communication, Leadership and Inter-personal Skills</b>	
Regulations and WIS/FIS database	Radio Telemetry	Writing	Fish/Wildlife Division Orientation
Mandatory Reporting (MRRE)	Habitat Management and Monitoring Principles	Meeting Facilitation	FWP Internet Applications
MEPA – EA preparation	Habitat Assessment/Land Acquisition/Protection	Media Relations	New Employee Orientation
Technology	Wildlife Health	Negotiation Skills	Centralized/Decentralized Management Structure
Sample Design/Statistics	Capture, Immobilization, and Handling Methods	Conflict Management	Adaptive Problem Solving
GIS/GPS	Conservation Easements	Time Management	Statutes/Rules/Policies
Habitat Restoration	Survey and Inventory Protocols	Work Planning	Season-setting and Regulation Development
Genetics	Survey and Inventory Methods	Leadership/Management	Fish and Wildlife Commission Processes
Landscape Ecology	Land Use Planning	Hiring/Interviewing	FWP Computer Software
Human Dimensions	Population Dynamics and/or Modeling	Organization Skills	Performance Management
GIS	Nongame Animal	Public Speaking	Contracting/Purchasing

	ID/Management		
Conservation Biology	Stream Hydraulics/Geomorphology	MINE website	Budgeting and Budget Management
Endangered Species Act	Fish Toxicants and Management	Customer service	Working with the Public
Basic Water Law	Fishing Regulation Process	Legislative process	FWP Internal Repository
Water Chemistry	Electrofishing Safety and Methods	MCA – ARM	Land Acquisition/Protection Processes
Stream Permitting	Fisheries Statistics	Project Management	Supervision and Management
Creel Census	Herp/Mussel Identification		
Water Law/Water Rights	Limnology		
Hatchery Allocation	Aquatic Nuisance Species		

**Table 3. Qualifying Performance Activities and Accomplishments.**

Activities and Accomplishments fall within one of five general Categories. Points are assigned based on each item's estimated complexity and time required to complete. Activities and Accomplishments not specifically listed may also qualify following the process outlined in Section 4(b).

	Progression Points	Accrual rate within current Biologist Level
<b>1. PROFESSIONAL SERVICE</b>		
Elected Executive Committee (President Elect/President/Past President) Montana Chapter of AFS/ TWS	3	1 time only
Chair a committee or officer (Secretary-Treasurer) of Montana Chapter of AFS/TWS	2	1 time only
Member of National AFS/TWS during entire time at current Biologist level	1	1 time only
Receives an award outside FWP	1	per event
Officer in other professional peer group (other than AFS/TWS)	2	1 time only
Member of other professional peer group (other than AFS/TWS) during entire time at current Biologist level	1	1 time only
Lead a professional development course or training	2	per event
Participation at multi-state professional meeting.	1	1 time only
Other		
<b>2. SCIENTIFIC CONTRIBUTION</b>		
Primary author of an original work published in a peer reviewed journal with national/international scope of interest.	3	Per event
Primary author of an original work published in a peer reviewed journal with a regional scope of interest (e.g. geographical region.)	2	Per event
Secondary author of an original work published in a peer reviewed journal	1	Per event
Makes presentation at AFS/TWS meeting or other professional workshop/meeting.	1	1 time only
Complete study of significant regional or statewide or importance	2	Per event

Other		
<b>3. MANAGEMENT INITIATIVE</b>		
Developed innovative approach to management techniques of significant statewide or regional importance	2	Per event
A significant contribution to the completion of a Conservation Easement <sup>1</sup>	1	Per event
A significant contribution to the completion of a WMA acquisition or addition <sup>1</sup>	1	Per event
A significant contribution to the completion of a public access easement <sup>1</sup>	1	Per event
Maintained and added to Block Management contracts under your responsibility	1	1 time only
Completed a private land habitat enhancement project that will be open to the public	1	Per event
Completed habitat enhancement project on WMA	1	Per event
Completed, as an active partner, habitat enhancement project on other public land	1	Per event
Completed a wildlife introduction or augmentation that expanded the species distribution and/or public opportunity to enjoy it	1	1 time only
Completed a fish conservation project to enhance or restore a native or sport fishery	1	Per event
A significant contribution to the establishment of a fishing access site <sup>1</sup>	1	Per event
A significant contribution to a stream restoration project <sup>1</sup>	1	Per event
A significant contribution through stream permitting that lessens the impact of projects on fish habitat <sup>1</sup>	1	Per event
Significant effort entering historic data into the Wildlife or Fisheries Information System	1	1 time only
Organize and host a community youth fishing event	1	1 time only
Instrumental leadership in planning and developing a community fishing pond.	1	Per event
Entered a significant amount of historic data into WIS/FIS or other statewide database	1	1 time only
Other		
<b>4. AGENCY INVOLVEMENT</b>		
Leadership role within a statewide, regional or local committee/working group at least 2/3 of the time at current Biologist level	2	1 time only
Active member of statewide, regional or local committee/working group at least 2/3 of the time at current Biologist level	1	1 time only
Officer in MAFWB	2	1 time only
Moves to new biologist position within MFWP	1	1 time only
Recognized authority on management or research issue such that other biologists commonly seek advice and mentoring	1	1 time only
Carry out duties for multiple positions when needed (i.e. vacancy savings)	1	1 time only
Recognized by other FWP Division for exceptional cooperation or assistance	1	1 time only

Member of hiring committee for permanent FWP position	1	1 time only
Working on projects with other FWP biologists/employees outside the scope of routine duties	1	1 time only
Other		
<b>5. COMMUNITY INVOLVEMENT</b>		
Exceptional public outreach/PR efforts (e.g., author MT outdoors article, regular newspaper column, regular radio appearance, etc.)	1	1 time only
Hunter Education Instructor at least 2/3 of the time at current Biologist level	1	1 time only
Bowhunter Education Instructor at least 2/3 of the time at current Biologist level	1	1 time only
Trapper Education Instructor at least 2/3 of the time at current Biologist level	1	1 time only
Hooked on Fishing Instructor at least 2/3 of the time at current Biologist level	1	1 time only
Regular regional involvement with sporting clubs and organizations (e.g. houndsmen, trappers, watershed, working groups, etc) at least 2/3 of the time at current Biologist level	1	1 time only
Active participation in other community groups, events and activities in your capacity as a FWP biologist (e.g. Boy Scouts, Girl Scouts, 4H, Montana Envirothon, Science Olympiad or other school activities, etc) at least 2/3 of the time at current Biologist level	1	1 time only
Regular non-work time related attendance at local sporting organizations, banquets and meetings at least 2/3 of the time at current Biologist level	1	1 time only
Other		

<sup>1</sup>A significant contribution includes: identifying project, writing proposal, MEPA, and writing management plan.

**Table 4. Longevity Increases (follows State Statute).**

5 years	1.5%	10,400 hours
10 years	2%	20,800 hours
15 years	2%	31,200 hours
20 years	2%	41,600 hours
25 years	1.5%	52,000 hours
30 years	1.5%	62,400 hours
35 years	1.5%	72,800 hours

## ARTICLE VII. PERSONNEL RECORDS AND PERFORMANCE MANAGEMENT

Section 1. Any written material which documents or directs an employee's job performance, including annual performance appraisals, letters of reprimand, warnings, orders of suspensions, etc., shall be placed in the employee's personnel file and maintained exclusively in the FWP Human Resources (HR) Helena office. These documents shall bear the signatures of both the supervisor initiating the action and the employee. An employee shall have the opportunity, within 10 working days of receipt of

the material, to attach a written response to such written material and this response must be made a part of said personnel record. All employees shall have unhindered access to their personnel records.

Records documenting assertions of unacceptable job performance (including letters of caution, warnings, consultation, admonishment, and reprimands), with the exception of annual performance appraisals, shall be considered temporary contents of the employee's personnel file and shall be destroyed 24 months after they have been placed in the file *unless* 1) such items are relevant to further or ongoing disciplinary action(s) arising from subsequent employee action, performance, or behavior or 2) if these materials are applicable to pending legal or quasi-legal proceedings or 3) such records document assertions of egregious or illegal actions (i.e. theft, violence, abuse of trust) or ethics violations (as outlined in MCA).

An employee that believes material in their personnel file is incorrect must request in writing that the material be removed. If the Employer denies this written request, the employee shall have the right to appeal for its removal through the grievance procedure outlined in Article XIV.

Section 2. The Department agrees to conduct a written performance appraisal of each member of the bargaining unit at least once during each fiscal year. Performance appraisals shall be complete and submitted to HR by June 30. Performance appraisals shall be based upon criteria outlined in the Department Performance Management policy. In the event that the appraisal procedures or the Performance Management policy is amended, all employees shall be advised of the amended procedures within 10 working days.

All monitoring or observation of the employee's performance of professional activities shall be conducted by the employee's direct supervisor openly and with the employee's full knowledge and awareness. Performance appraisals shall only be conducted after fair and reasonable observation(s) of the employee's work by the supervisor charged with evaluating that employee.

Completed performance appraisals shall be signed and dated by both the employee and their direct supervisor; these signatures indicate that both the supervisor and employee have discussed and understand the appraisal's content and the employee's job performance expectations. If the employee disagrees with all or a portion of the appraisal the employee may, within 10 working days, submit written comments describing their reasons for their dissent and/or to provide additional information that explains the described job performance. These materials shall be attached to the performance appraisal delivered to the Department's Human Resources office for inclusion in the employee's permanent personnel file.

Section 3. If a supervisor documents a need for professional improvement in an employee's performance, the supervisor may develop a Performance Improvement Plan (PIP), as approved by HR, that outlines measureable objectives an employee needs to

meet over a specified period, not to exceed 12 months, in order to deliver satisfactory job performance. A PIP is intended to be a structured and good faith effort to improve an employee's professional performance and is *not* a disciplinary document or process. A PIP may be implemented at any time in the year and does not have to coincide with an employee's annual performance appraisal.

Within a PIP the Department shall provide the employee with specific, reasonable, written recommendations for professional improvement and positive assistance including necessary time during the ordinary work day, material resources, and/or other services necessary for the employee to improve performance and meet the PIP objectives.

Specifically, the employee shall be provided, in writing, with the following:

1. Precise definition of the performance issue(s) or professional deficiency(ies);
2. Precise description of expected professional performance and/or work products that would constitute acceptable performance in the identified problem areas. Performance objectives and work products should be measurable and the means by which they will be evaluated should be clearly described;
3. A specific remediation prescription which clearly identifies courses of action and time lines for their completion that the employee must meet in order to demonstrate acceptable performance;
4. Identification of any necessary assistance the supervisor or Department will provide (eg. mentoring, counseling, training, schedule adjustments, or material support);
5. Clearly defined consequences for failure to overcome deficiencies within the PIP term.

A regular schedule for evaluating employee's performance relative to the identified measurable performance objectives will be clearly outlined in the PIP and specific description and documentation of the success or failure of the employee to meet those objectives will be signed by both the employee and supervisor and appended to the PIP following each periodic evaluation. The employee will have the opportunity, in writing, to rebut or clarify periodic PIP evaluations; this documentation will be permanently appended to the PIP. The employee has the right to notify the Association Chairman and involve MEA-MFT at any point during the course of the PIP term.

Except in cases where an employee is accused of egregious, illegal, or unethical actions, an employee has the right to work with their supervisor to improve job performance through the implementation of a PIP (as described in this Section) before disciplinary actions related to job performance are considered.

In such case that the employee either refuses to enter into a PIP or the supervisor finds that the employee's professional performance has not sufficiently improved following the

first established evaluation period then progressive disciplinary action, as defined by DOA policy, may be necessary. This action will:

1. Describe the deficient performance, and
2. Describe the reason(s) why the employee failed to sufficiently improve during the evaluation period, and
3. Include a description of disciplinary actions that could occur if performance is not sufficiently improved by the end of the PIP.

Section 4. Should an employee fail to meet expectations as outlined in Article VII, Section 3, the Department may consider further discipline or termination of an employee's services if:

1. Performance appraisals and evaluations were conducted in good faith by the employee's direct supervisor.
2. The employee and employer fully completed the performance review, performance improvement, and evaluation processes described in Article VI of this agreement;
3. Informal and Formal disciplinary action follows rules consistent with Sections 2.21.6508 and 2.21.6509 ARM.

## **ARTICLE VIII. HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington & Lincoln's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
General Election Day	In Even-numbered Years

Section 2. The holidays listed above shall be granted at the regular rate of pay to all eligible employees. To be eligible for holiday pay, an employee must be on 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 an employee is required by the Employer to work on a holiday listed above, such employee will be entitled to compensatory time at a rate equal to the number of hours worked.

## ARTICLE IX. NOTIFICATION

Section 1. The Department shall give the Association an advance notice of at least 20 working days and an opportunity to comment upon any proposed layoff of any permanent employee, including a list of the names and addresses of any employees potentially affected.

Section 2. Contract employees will be notified in writing of the duration of the contract upon initial hire or upon commencement of the contract project.

Section 3. The Department shall provide, upon publication, one copy to the Association and one copy to each Department of Fish, Wildlife, and Parks Regional Office an up-to-date policy manual containing the Department's rules, regulations, and any policies on employment-related matters. The Association and each Department of Fish, Wildlife, and Parks Regional Office shall be notified of any change or addition to personnel rules, regulations, and policies issued by the Department of Administration and Fish, Wildlife and Parks sufficiently in advance to allow discussion and time to comment.

Section 4. After an applicant for a bargaining unit position accepts a job offer from the Employer, the Employer will notify the Association in writing of the employee's name, position title, work location, hourly wage, and a brief explanation of how the Employer determined the wage amount (if different from the current standard base entry rate).

## ARTICLE X. LEAVES

Section 1. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with Section 2-18-619, MCA

Section 2. Sick Leave. Employees shall be granted sick leave in accordance with Section 2-18-618, MCA, and also in accordance with the following additions:

- a. An employee who is ill and has exhausted his sick leave credits may then utilize his accrued annual compensatory time and accrued annual vacation leave credits. If an employee has exhausted all accrued leaves as a result of an extended illness, the Employer may permit the employee, after mutual agreement, to be placed on leave without pay status for up to nine months; this status may be renewed thereafter by mutual agreement.
- b. The employee may exercise his option under the provisions of the State Sick Leave Bank, if applicable.

Section 3. Annual Leave.

- a. The Employer shall grant annual leave to employees in accordance with Section 2-18-611 and 2-18-612, MCA. It is understood and agreed that an employee may take annual leave, with prior Employer approval, at the employee's individual discretion, so long as the use of such annual leave does not cause an undue burden upon the Employer's business operations.
- b. Previously approved periods of annual leave may be revoked due to emergency needs of the Employer.

Section 4. Leave Without Pay. The employee may request to be placed on leave without pay status for up to a period of nine months, under mutual agreement with the Employer, if the employee has used all accrued compensatory time and annual leave. This request shall not constitute a break in service and will not interrupt the longevity status of the employee.

Section 5. Military Leave. Military leave shall be granted in accordance with Section 10-1-604, MCA

Section 6. Maternity Leave and Adoption Leave. Employees eligible to be granted leave under the Montana Maternity Leave Act shall be granted that leave in accordance with Section 49-2-310 and Section 49-2-311, MCA. In addition, the Employer agrees to allow similar leave benefits for employees who adopt an infant child or children. In addition, the Employer will grant parental leave in accordance with state law.

Section 7. Work Exchange. The Employer may consider on a case-by-case basis the request by interested employees to exchange work and responsibilities. This work exchange program would implement a change in job responsibilities unique to the respective employee's area of employment. This exchange would be for a minimum of one year duration and would not constitute any interruption of employee payroll or longevity status. The positions identified for exchange must be from within the bargaining unit. The employees agree to pay any and all travel and relocation expenses. The Employer retains the right to terminate the exchange at any time for business reasons.

Section 8. In-Service Training. The Employer is encouraged to pursue development of a training program tailored to meet the needs of the employees of the Wildlife and Fish Divisions. To that end, the resources of the State of Montana University System, private industry, and other governmental agencies may be utilized.

Subsection 1. Administrators of the Fish and Wildlife Divisions will appoint, in consultation with the Association Chairperson, at least one Bargaining Unit representative as a member of standing Committees formed for the purpose of evaluating training needs and opportunities.

Subsection 2. The Employer and the Association encourage their employees/ members to participate in professional organizations.

Subsection 3. The Employer agrees to pay all per diem, travel, and related expenses for Employer approved training.

Section 9. Educational Leave. The Employer and the Association agree that job-related education and professional development for employees covered hereunder is in the best interest of the Employer and the individual employee. To that end, the Employer agrees to consider for approval any request by an employee for such educational leave. The Employer will provide on an annual basis a report to the Association listing the names of those persons making requests and the disposition of such requests.

## **ARTICLE XI. JOB SECURITY**

Section 1. Probationary Period. A probationary period shall be utilized for the evaluation of a new employee. The probationary period shall be 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. Any such termination shall not be subject to the grievance procedure provided for hereunder.

Section 2. Discipline and Dismissal. The Employer may discipline or dismiss any employee who has completed his/her probationary period only for just cause. Upon such discipline or dismissal, the Employer shall furnish the employee with a statement in writing of all of the grounds and the specific reasons for the discipline or dismissal. Any employee who has completed his/her probationary period may appeal any discipline or dismissal through the grievance procedure.

## **ARTICLE XII. JOB DESCRIPTIONS AND HIRING**

Section 1. For any occupied bargaining unit position being reviewed for reclassification or elimination by the Department, the Employer agrees to notify the incumbent of the position of the review and solicit comments from the employee and the Association concerning the duties and responsibilities of the position.

Section 2. The Employer agrees to notify all bargaining unit members of any vacant positions for which the employee would qualify as a lateral or promotion within the bargaining unit, at least 10 working days before the application deadline. The notice shall state where the interested employee is to make application and the cut-off date for application submittals. This provision does not apply to temporary positions of 12 months or less duration.

Section 3. Applicants will be notified when they have been dropped out of the selection process. After the position has been successfully filled, all unsuccessful finalists will be notified in a timely manner as to who has been selected to fill the vacant position.

Section 4. When filling vacant bargaining unit positions, the employer agrees to utilize a competitive hiring process.

Section 5. All bargaining unit positions require applicants to have obtained a Master's degree in Fish and Wildlife Management, Fish and Wildlife Biology, Range Management, Zoology, Biology or have obtained equivalent experience. The equivalency standards described here shall be used for biologist recruitment efforts in order to define "Master's degree or equivalent experience." The criteria outlined below shall be included in all Department biologist position job announcements and associated job profiles where appropriate. If a candidate lacks a Master's degree, they would need to provide a supplemental response in their application that indicates their experience level relative to each point. This information will be used during the initial screening of the application in order to evaluate their qualifications and the desirability of moving the candidate forward in the recruitment process.

Equivalent experience is defined as five (5) years of progressively responsible experience as a fish or wildlife biologist, or senior fish or wildlife technician, in addition to successful completion of a research effort that includes:

1. Literature review and development of a problem statement and or hypothesis for a particular issue.
2. Development of a detailed study plan or sampling protocol for a field-oriented project based on the above noted hypothesis.
3. Data collection and the effective management of data with an appropriate application.
4. Interpretation and analysis of data, including a quantitative assessment of that information.
5. As primary author, completion of one or more publications comparable to those found in reviewed journals.
6. If appropriate to the project, formulation of any recommended changes in management in management prescriptions and or actions.
7. Oral presentation on results of investigation to agency staff and public audience.

### **ARTICLE XIII. ASSOCIATION-MANAGEMENT RELATIONS COMMITTEE**

Section 1. The Employer and the Association agree to the establishment of an Association-Management Relations Committee. The sole purpose of the Committee shall be to discuss items of concern to either party and to improve communications between the Employer and members of the bargaining unit. Nothing said by either party at these meetings shall be considered as binding upon the party as far as the collective bargaining process is concerned, in that the meetings are intended to be simply an opportunity to express mutual concerns.

Section 2. The Committee shall not be used to replace the grievance procedure, nor shall the Committee's actions be used to add to, detract from, or otherwise modify the terms of this Agreement.

Section 3. The Committee shall meet at a mutually agreed date, place and time. Sufficiently in advance of the agreed meeting date, each party shall provide the other with a summary of the items which it wishes to discuss. If any items are unacceptable to either party, notice of such unacceptability shall be given sufficiently in advance to avoid unnecessary travel and the items will not be discussed.

Section 4. In order to foster positive and productive labor-management relations, as well as increase communication between the parties, the Employer agrees to allow paid release time, plus mileage and per diem, for up to four Association representatives to attend up to: two Association-Management Relations Committee meetings per year; two contract negotiation sessions per biennium, and; three continuing education meetings per year as governed by the 1999 Continuing Education Memorandum of Understanding. The appropriate length of each meeting shall be determined mutually by the parties.

#### **ARTICLE XIV. GRIEVANCE AND ARBITRATION**

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions or interpretations or applications of terms and provisions of this Agreement or any other controversy or dispute having occasion to arise between the parties.

If differences or disputes of any kind arise between the Association or the employees covered herein and the Employer, the Association or the aggrieved employee or employees, as the case may be, shall use the following procedure as the means of settling said difference, dispute or controversy:

Step 1: Any grievance, controversy or dispute relative to this Agreement shall first be taken up with the employee or employees and his/her immediate supervisor, within 10 working days of such grievance. The supervisor shall have 10 days to respond.

Step 2: If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Regional Supervisor or Bureau Chief in writing, within 10 working days of Step 1. The Supervisor shall have 10 days to respond.

Step 3: If no settlement can be reached at Step 2, it shall be presented in writing to the director, or his/her designee, within 10 working days of Step 2, who shall then have 15 days from the date of receipt to reply.

Step 4: If the aggrieved employee is still dissatisfied he/she may request binding arbitration.

## RULES OF GRIEVANCE PROCESSING

It is agreed:

- a. The employee must submit a grievance to his/her immediate supervisor (Step 1) within 10 working days after the employee knows or should have known of the incident which gave rise to the grievance.
- b. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- c. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee and shall be dated and signed by the Employer's Representative at that Step.
- d. A grievance not advanced by the employee to the next higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given.
- e. In computing time limits under this article, regularly scheduled days off shall not be counted.
- f. When the grievance is presented in writing there shall be set forth all of the following:
  1. A complete statement of the grievance and facts upon which it is based.
  2. The rights of the individual claimed to have been violated; and the remedy or correction requested.
- g. Those employees desiring to use the alternative procedure through the Board of Personnel Appeals shall not be allowed to pursue the same complaint under the provisions of this contractual procedure.

## ARBITRATION

- a. Should the aggrieved employee or employees and the Association consider the decision of the Director to be unsatisfactory, the Association shall, within 10 days of

receipt of such decision, notify the Director, in writing, of its intention to have such grievance referred to arbitration.

- b. In the event of a job classification related grievance, the grievance shall be submitted to the Board of Personnel Appeals for final resolution.
- c. Where question arises as to whether the matter falls under the jurisdiction of the Board or should be referred to arbitration the matter shall be referred to the Board for decision.
- d. Thereupon in all events, within 10 days after such written notice of intention is delivered to the Director, the Association and the Director shall call on the Federal Mediation and Conciliation Service to provide a list of five persons from either the American Arbitration Association or the National Academy of Arbitrators.
- e. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall consider the grievance within 15 days of selection and shall render a decision within 15 days of the hearing, and that decision shall be final and binding.
- f. The losing party shall pay in total the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests transcripts, they shall equally share the cost.
- g. During the processing of any matter under this or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow down, and the Employer agrees not to lock out employees represented by the union.
- h. The employee may request the Association to act as his/her representative or to assist in any way desired in following the recourses of the grievance procedure and shall so notify the Employer.
- i. Any failure or refusal to abide by the terms of this grievance or arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.
- j. No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

#### **ARTICLE XV. SEVERABILITY**

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction, by any Montana or Federal legislative enactment, such decision shall not invalidate the entire Agreement, it being

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

**ARTICLE XVI  
ENTIRE AGREEMENT**

Section 1. It is understood and agreed that this Collective Bargaining Agreement contains all the agreements of the parties and that the same may be amended or altered only by agreement in writing signed by the parties.

Section 2. The Employer and the Association agree that all matters desired by either party have been presented, discussed, and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement each party 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, whether or not referred to in this Agreement. This Article shall not be construed in any way to restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

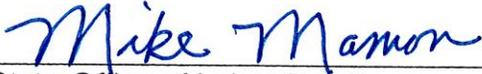
**ARTICLE XVII.  
TERM OF AGREEMENT**

THIS AGREEMENT shall be effective as of July 1, 2015 and shall remain in full force and effect through June 30, 2017. If one of the parties to this Agreement desires to modify the terms hereof, it shall give the other party written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 days and no less than 60 days prior to the expiration date hereof, and they further agree to meet not later than 60 days prior to the expiration date of this Agreement to renegotiate the terms and provisions hereof. It is also agreed between the parties that they will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters in connection with the preparation of an executive budget for each biennium. The Association shall have the right to engage in concerted activity after December 31, 2014, for matters pertaining to wages and economic benefits.

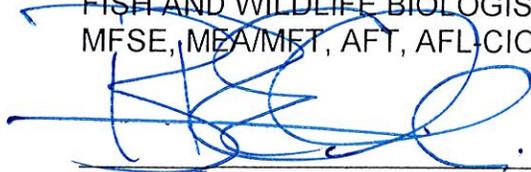
THIS AGREEMENT is executed this 6<sup>th</sup> day of June, 2016

FOR: STATE OF MONTANA

FOR: MONTANA ASSOCIATION OF  
FISH AND WILDLIFE BIOLOGISTS,  
MFSE, MEA/MFT, AFT, AFL-CIO



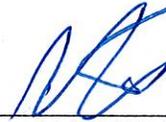
State Office of Labor Relations



Brian R. Ehli, Field Consultant  
MEA-MFT



M. Jeff Hagener, Director  
Department of Fish, Wildlife and Parks



Eric Roberts, MAFWB Chairman