COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF MONTANA DEPARTMENT OF FISH, WILDLIFE. & PARKS

AND THE FRATERNAL ORDER OF MONTANA GAME WARDENS

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE STATE OF MONTANA FISH, WILDLIFE AND PARKS
AND THE
FRATERNAL ORDER OF MONTANA GAME WARDENS

THIS AGREEMENT is made and entered into this 1st day of July 2017, between the State of Montana, by and through the Department of Fish, Wildlife & Parks, hereinafter referred to as the "Employer," and the FRATERNAL ORDER OF MONTANA GAME WARDENS., hereinafter referred to as the "union." 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 Department of Fish, Wildlife & Parks, 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 wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1
DEFINITION OF TERMS

1.1 TENSE, NUMBER AND GENDER

As used in this Agreement:

a. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.

b. Words in the singular number include the plural, and words in the plural number include the singular.

c. Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

1.2 DEFINITIONS:

a. "Employee" in this Agreement means the bargaining unit members, as defined below, employed in full time positions by the Department of Fish, Wildlife & Parks, who are assigned to the Enforcement Division and designated by the Board of Personnel Appeals as a part of or member of the bargaining unit.

b. "Member" bargaining unit is defined as all game wardens and investigators who are not

supervisors in the Enforcement Division.

c. Warden -A field warden (to include DNRC, Parks and Recreational warden)

d. Investigator -Covert and Regional

e. Covert Investigator - Investigator assigned to CIS (Criminal Investigation Section)

f. Regional Investigator - Investigator assigned to a particular region

g. Employee - Wardens and Investigators

h. "Job Profile" is a written statement of duties and responsibilities, which are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions.

i. "Disciplinary Grievance" in this Agreement means a procedure of review provided for in Article 10 whereby a permanent employee can seek review of his/her dismissal, demotion or a single suspension in excess of 20 working days.

j. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.

k. "Just Cause" means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, dishonesty or gross disobedience.

l. "Continuous Service" in this Agreement shall mean an employee's length of continuous service in the Department as a Warden or Investigator.

m. "Pay Period"- A normal pay period shall consist of 80 hours beginning Saturday at 12:01 am and Friday at midnight in each 14 consecutive day period.

n. "Work Day" - A normal work day shall de defined as typically eight hours within a 24-hour period from 12:00 am to 11:59 pm or an alternative work day as needed to meet job requirements and provide adequate response.

o. "Work Week" -A normal work week will consist of 40 hours beginning Saturday at 12:01
p. a.m. and ending Friday at midnight in each 7 consecutive day period.

q. "Weekend" - A normal weekend shall be defined as the hours from Friday midnight to Sunday midnight

ARTICLE 2
DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the 1st day of July 2017, and shall remain in full force and effect through the 30th day of June 2019. Either party shall notify the other in writing no more than 180 days and not less than 60 days prior to the expiration date that they desire to modify this Agreement.

2.2 If the Union gives such notice, it agrees also to notify the Administrator, State Office of Labor Relations, and Department of Administration in writing of such requested negotiations, at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin no later than 30 days prior to the expiration date.

2.3 It is agreed that the State and Union will reopen negotiations on applicable economic issues sufficiently in advance of the executive budget submittal to insure time for negotiations to take place. Such budgetary negotiations will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the executive budget, by bill or resolution.

Both parties hereby agree to support unequivocally at the legislative level all of those items agreed to in such budgetary negotiations.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Management rights shall be retained and exercised in accordance with the provisions of 39- 31-303, M.C.A. except as such rights as are specifically relinquished in this Agreement.

3.2 It is the right of the Employer in order to maintain efficient governmental operations solely and exclusively to set standards of service and to exercise control and discretion over its operations. It is also the exclusive right of the Employer to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work, or for other legitimate reasons, to discipline, suspend, discharge for cause, to establish the number and starting time of shifts, work week, work day, and to control and regulate the use of all equipment and other property of the Employer and to require employees to observe the Employer's rules and regulations except as such rights are specifically relinquished in this contract.

ARTICLE 4
MANAGEMENT · UNION SECURITY

4.1 The Union hereby accepts liability for any damage to or loss of State property that is the proximate cause of action taken by striking employees of the bargaining unit.

4.2 The Union, any of its officers, agents, or any employee covered by this Agreement will not instigate or promote any strike, picketing, boycotting, sit downs or slow down strikes, during the term of this Agreement. The Employer agrees not to in any way lock out, restrain or interferes, in the right of any employee or group of employees covered by this Agreement, in the normal conduct of their position during the term of this Agreement.

4.3 In the event of a strike, a responsible official of the Union, after determining such members are members of the Union, will order such members to return to work and attempt to resolve the problems which led to the concerted activity.

4.4 The Union has the right to engage in concerted activity after December 31, 2018, for matters pertaining to wages and economic benefits in the 2020-2021 biennium.

ARTICLE 5
RECOGNITION

5.1 The Department of Fish, Wildlife & Parks recognizes the FRATERNAL ORDER OF MONTANA GAME WARDENS, as the exclusive collective bargaining representative for those Wardens and Criminal Investigators that the Union is authorized to represent for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

5.2 It is further understood and agreed that the Executive Director, designated labor representative, or an alternate named by the FRATERNAL ORDER OF MONTANA GAME WARDENS, will be the official spokesman for said Union in any matter between the Union and the Employer. The alternate shall be selected from one of the Union's representatives.

5.3 Any labor representative or alternate designated according to the FOMGW bylaws shall be designated in writing within 14 calendar days of his/her designation and the period of time covered by such designation shall be included in such notification.

5.4 A list of accredited officers and representatives of the Union shall be furnished to the Director of the Department after their designation and the Director shall be notified of any changes of said representatives. A copy of the published personnel roster of the Enforcement Division will be furnished to the Union whenever such roster is updated.

5.5 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues, or a representation fee. It is understood that this provision will provide for 24 deductions per year. The Employer will remit to the Union such sums within 30 calendar days. Changes in the Union membership dues rate and representation fees will be given to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two calendar weeks after a remittance is received, of its belief with reason(s) stated therefore, that the remittance is incorrect.

5.6 The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorneys' fees and costs of defense thereof, on account of any check-off of Union dues or representation fees.

5.7 An employee may revoke in writing at any time his/her authorization for dues or representation fees deduction. Said revocation shall be effective as of the beginning of the next pay period.

5.8 No deduction shall be made from the pay of any employee for any payroll period in which the employee's earnings for that payroll period, after other deductions, are less than the amount of dues or representation fees to be checked off.

5.9 All employees covered by the terms of this Agreement shall within 30 days of the signing of this agreement, or within 30 days of employment, whichever is later pay dues or a representation fee to the Fraternal Order of Montana Game Wardens. Employees who fail to comply with this requirement shall be discharged by the employer within 30 days after receipt of notice of default by FOMGW.

ARTICLE 6
NON-DISCRIMINATION CLAUSE

6.1 No member of the Union shall be discharged or discriminated against for upholding Union principles. The Employer and the Union 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' skill and ability without regard to race, color, creed, national origin, sex or political ideas.

6.2 In accordance with the provision of Chapter 3, Title 49, M.C.A., "Governmental Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. The Employer may not enter into any benefit plans such as retirement, pension or insurance plans, which may be construed as subterfuges to evade the purposes of the Code. The Employer may, however, enter into bona fide seniority system programs that are not structured to perpetuate any past discriminatory practices.

ARTICLE 7
UNION ACTIVITIES

7.1 It is recognized that employees representing the Union for purposes of negotiations or other activities relating to the administration of this Agreement, are acting on behalf of the Union and its members and not in their capacity as employees of the Employer.

7.2 Employer's equipment shall not be used for Union purposes, except that: (1) It is

understood by the parties of this Agreement that Union meetings of reasonable duration may be held in conjunction with regularly scheduled Regional or Division meetings and that any time so used, will not be considered part of a regular work shift. It is further understood and agreed that the Union Representative will conduct such meetings. (2) It is understood by both parties of this Agreement that special meetings may be called by mutual agreement during the month immediately following the conclusion of negotiations, ratification, and signing of the Agreement. At such meetings the Executive Director and/or the union representatives in conjunction with Management shall explain the provisions of the contract. (3) At such meetings the Executive Director and/or the union representatives in conjunction with management shall explain the provisions of the contract and, with management approval, department computers and phones may be used to communicate information regarding the negotiations.

7.3 During all Union negotiation meetings with the Employer; one-day lodging and meal per diems for union representatives shall be paid by the Employer. Two nights lodging and meal per diems shall be allowed for union representatives beyond a five-hour travel time to the meeting location. Salary shall be paid by the employer during travel and meetings time. Union representatives shall be allowed to "Patrol" to and from Union negotiation meetings.

ARTICLE 8
PAY AND HOURS OF WORK

8.1 Warden pay progression shall be determined using the FWP Warden/Investigator Career Progression Requirements as defined in Addendum A.

8.2 All approved hours worked by employees over 80 in a pay period will be compensated at one and one-half hours for each hour worked. When overtime funds are budgeted and available, employees will receive overtime pay at the above rate. When overtime funds are exhausted, employees will receive compensatory time at one and one-half hours for each hour worked above 80 in a pay period.

When Game Wardens are engaged in work declared by management as an emergency, their overtime will be calculated on a 40-hour workweek. Wardens who volunteer for emergency work will coordinate with their Regional Captain to determine a schedule.

Authorized holiday leave, sick leave, or annual leave shall constitute time worked when computing overtime credits under this Article.

8.3 When budgeted and appropriated by Legislature, employees will have the opportunity to earn 90 hours of overtime per fiscal year.

8.4 Any additional overtime funding distribution will be a negotiable item.

8.5 Employees may not exceed 120 hours of compensatory time for hours worked beyond 80 in a pay period. Employees may choose compensatory time in lieu of overtime.

8.6 If the employee has a compensatory time balance of 15 hours or less by the last pay period in August, the department will reimburse the employee for the remaining comp time balance. If the employee has more than 15 hours of compensatory time balance at the last pay period in August, the employee will not get reimbursed for the excess compensatory time balance, and the employee's supervisor will work with the employee to develop a plan for the employee to reduce the balance to 15 hours or less by February 1 of the following calendar year.

8.7 All holidays worked will be compensated at one and one-half hours for each hour worked, plus regular holiday pay. When overtime funds are budgeted and available, employees will receive pay for the time-and-one-half benefit for approved hours worked on the holiday. When overtime funds are exhausted, employees will receive compensatory time for the time-and-one-half benefit.

8.8 Job-related travel shall be considered as normal work time for this article.

8.9 The Department commits, based on budget availability, to move towards 100% of current available salary markets in future agreements.

ARTICLE 9
NOTIFICATIONS

9.1 The Department of Fish, Wildlife & Parks shall give the Union advance notice of at least 14 days and an opportunity to comment on any layoff, including a list of the employees affected.

9.2 The Employer shall insure reasonable access to the Union and each employee an up to date policy manual of its rules, regulations, and policies on employment related matters. The Union shall be notified of any change 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 Union.

9.3 The Human Resource Manager shall develop and provide up-to-date personnel and pay spreadsheet when changes in personnel and/or pay occur, but not more than twice yearly when requested by the union. The report shall include position number, job code, pay band, name, date of hire, base pay, and total pay for all bargaining unit personnel.

9.4 Any contract-related information requests shall be requested through the Human Resource Manager.

ARTICLE 10
GRIEVANCE AND ARBITRATION

10.1 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 Union or the employees covered herein and the Employer, the Union 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 20 working days of such grievance. The supervisor shall have 10 days to respond. All time limits contained in this Article may be extended by mutual agreement of the parties.

Step 2: If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Supervisor who is next highest in the chain of command, in writing, within 5 working days of Step 1. The Supervisor shall have 10 working 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 working days from the date of receipt to reply.

Step 4: If the aggrieved employee is still dissatisfied he/she may request binding arbitration or the alternative procedure referenced in Section 10.1 below, Rules of Grievance Processing.

RULES OF GRIEVANCE PROCESSING

It is agreed:

a. The employee must submit a grievance to his/her immediate supervisor (Step 1) within 20 working days after the grievance occurred, or the employee was made aware that the aggrieved grievance action occurred.

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. Grievance presented at Step 2 and above shall be dated and signed by the Union or aggrieved employee presenting it. A decision rendered shall be written to the Union and aggrieved employee and shall be dated and signed by the Employer's Representative at that Step.

d. A grievance not advanced by the Union or 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. Employees not following the contractual grievance procedure must follow the FWP Grievance Procedure ARM Rule 24.26.403

10.2 Arbitration

a. Should the aggrieved employee or employees and the Union consider the decision of the Director to be unsatisfactory, the Union shall, within 10 working 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 working days after such written notice of intention is delivered to the Director, the Union 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. The moving party in the grievance process shall pay the cost of the list 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 working days of selection and shall render a decision within 15 working days of the hearing, and that decision shall be final and binding.

f. Each party shall share equally 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 Union 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 Union to act as his/her representative or to assist in any way desired in following the recourse 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 11
SENIORITY AND LONGEVITY

11.1 Longevity will be computed and compensated for in accordance with the provisions of the State Pay Plan Rules promulgated by the Department of Administration.

11.2 Seniority means an employee's length of continuous service with the Department of Fish, Wildlife & Parks as a Law Enforcement Officer. Seniority shall be computed from the date the employee began regular uninterrupted service as an FWP Law Enforcement Officer.

a. Seniority shall be considered unbroken for:

1. Layoff not exceeding one year;
2. Leave without pay not in excess of 60 days except when such leave is granted in case of illness;
3. Or military service resulting from deployment.

b. Time worked as a Warden Trainee shall also be counted toward seniority.

11.3 Seniority shall not accrue when an employee transfers to a position not covered by this Agreement or when he/she terminates employment. However, upon transfer or rehire into a position covered by this Agreement, previously earned seniority as a bargaining unit employee shall be recognized and applicable under this Article.

a. Any game warden covered by this agreement who was assigned and served as a criminal investigator prior to CIS wardens being incorporated into the warden bargaining unit will be granted seniority for any and all service during that time period.

b. Vacant or newly created warden and investigator positions open for permanent assignment will first be opened to post-certified wardens, warden sergeants, warden captains, investigators and Helena enforcement staff. Temporary warden assignments will last no longer than 12 months. If an eligible enforcement division employee applies, the position

will not be opened to applicants outside the enforcement division. Seniority, qualifications, and capabilities shall be the controlling factors in filling new or vacant positions. The scoring system shall be a 300-point system with qualifications and capabilities being worth 200 points and seniority being worth up to 100 points. Seniority shall be determined by giving each applicant five points for each year of service as an FWP Law Enforcement Officer with a maximum of 100 points allowed for 20 years of service. The

c. applicant gaining the most points will be recommended for the position to the hiring authority.

d. If the vacant or newly created position becomes vacant within 6 months of it being filled, management may use the original pool of applicants to fill the vacant position. CIS positions shall be filled by open recruitment with current employees being given an equal opportunity to apply.

e. Newly hired employees with at least 30 months of service at the time of transfer are eligible to apply for transfer. Eligibility is determined by the projected transfer dates listed on the vacancy announcement. After the initial 30 months, employees are eligible to transfer at any time subject to the department's moving policy. Although newly hired Wardens are committed by contract to remain 30 months in their first warden station, they are eligible to apply for transfer at the time of posting, upon completion of 24 months in their first station. Wardens with 24 months may only compete if no wardens with 30 months or more apply. Once

f. newly hired employee is granted the vacant position management will determine the date of the transfer to the vacant position.

11.4 Employees to be laid off shall be given two weeks' advance notice.

11.5 In the selection of employees for layoff, consideration will be given to the programs to be carried out by the Employer and the staff structure which, after the reduction, will achieve program objectives. Accordingly, employees will be selected for layoff only after consideration has been given to position classification, skills and geographical location. If all the above factors are equal, seniority shall be the deciding factor in the determination of selection for layoff.

11.6 Recall from layoff shall be with the same consideration as in paragraph 11.6. The Department shall notify such employees to return to work and furnish the Union a copy of such notification and if the employee fails to notify the Department within 14 days of his/her intention to return to work, such employee shall be considered as having forfeited his/her right to return to work.

11.7 No permanent employee shall be laid off while temporary, part-time, or probationary employees in the same skill are retained.

ARTICLE 12
UNIFORMS AND EQUIPMENT

12.1 Uniform and equipment issues will be administered in accordance with FWP policy. Proposed changes in uniform and equipment policy that would have a material or substantial effect on members of the bargaining unit shall be subject to bargaining between the employer and union.

ARTICLE 13
LEAVE BENEFITS

13.1 Employees of the bargaining unit are entitled to leave benefits as set forth for all State employees in M.C.A., and as pronounced by the Department of Administration in its Administrative Manual.

ARTICLE 14
RIGHTS ON PROMOTION

14.1 An employee shall not forfeit his/her right to turn down a promotion and maintain his/her present rank and station without fear of reprisal.

14.2 Temporary Promotions
If an employee is selected by a Management designee to temporarily fill a vacancy in a higher classified job, where it is anticipated to be more than 30 days, the authorization shall be in writing and the employee shall be paid equal to, but not less than, the lowest paid employee in the same job class beginning on the first day of the assignment and lasting for the duration of the assignment. The employee shall continue to accumulate seniority regardless of the temporary assignment.

ARTICLE 15
DUTIES AND RESPONSIBILITIES

15.1 The Employer's rules and regulations shall outline the duties and responsibilities for which the employees are held accountable.

ARTICLE 16
HOME OPERATIONS & RESPONSE

16.1 In some cases, it is in the best interest of the department to require an employee to work out of an office located in the employee's primary residence rather than office space provided by the employer. The department will provide $200.00 per month to defray office

expenses including, but not limited to, home office space, utilities, internet (as appropriate), messaging service, post office box and equipment storage.

16.2 All employees will be reimbursed for the cost of monthly service for a home office phone if adequate cell phone service is not available at their residence.

16.3 Employees, upon ample notice by the department, shall make state owned equipment available for inventory and inspection.

ARTICLE 17
PERSONNEL RECORD

17.1 An employee may request and receive a copy of his/her personnel file, current job profile, and market pay date kept by the department at any time.

17.2 When performance appraisals are prepared by the employee's immediate supervisor and/or the next highest supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal a minimum of 48 hours in advance of the meeting for the employee to review prior to meeting with the employer to discuss the performance appraisal. If changes/corrections to the performance appraisal must be made by the supervisor(s) within the 48-hour review period, then a new copy of the performance appraisal will be transmitted to the employee and the 48-hour review period will start again.

17.3 Formal letters of caution, consultation, warning, admonishment, and reprimand shall be removed from the official personnel file no later than 24 months 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.

17.4 The union representative, with the employee's written permission, shall have the right to examine an employee's personnel file upon notification and presentation of such written permission to the Employer. The Employer shall make available original or copies of the original records for examination in Fish, Wildlife and Parks offices by the union representative.

17.5 If an action which may result in suspension, demotion, removal or discharge of an employee is based upon a citizen complaint, the Employee shall be provided a copy of the written complaint or documentation of the verbal complaint within forty-eight (48) hours. The Employer shall not solicit complaints against Employees or accept anonymous complaints. An unfounded complaint shall not be kept in an Employee's personnel file.

17.6 For actions which may result in suspension, demotion, removal or discharge, any interrogation of an Employee maybe recorded either by the Employer or Employee. When the Employer or the Employee records the interrogation a copy of the recording shall be furnished, if requested by the Employee or Employer, at no cost and no later than five (5) days before any scheduled pre-disciplinary (Loudermill) meeting. All such recording shall

be done in accordance with 45-8-213 MCA.

17.7 Questions directed to the Employee during the interview shall be asked by only one (1) interviewer at a time. The Employee has a right to have a FOP representative or attorney of his choosing during the interrogation.

17.8 An Employee shall not be subjected to offensive language nor be threatened with dismissal, transfer, or other disciplinary action as a guise to attempt to obtain an Employee's resignation, nor shall an Employee be intimidated in any form.

ARTICLE 18
JOB SECURITY

18.1 Probationary Period
The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of his/her supervisor; meet the required standard of performance.

a. The probationary period shall be one year.
b. 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.

18.2 Dismissal
The Employer may remove any employee with permanent status only for just cause. The Employer shall furnish the employee with a statement, in writing, of the grounds and the specific reasons for dismissal.

a. An employee, with permanent status, may appeal his/her dismissal through the grievance procedure.
b. Any suspension which results in time off without pay may be appealed through the grievance procedure.

18.3 In cases of discipline, suspension or demotion the Department agrees to notify the Union in writing concurrent with commencement of the action.

18.4 Each employee shall give the Department two weeks' notice before leaving his/her employment, unless mutually agreed beforehand between the Department and the employee.

ARTICLE 19
TRAINING OFFICER COMPENSATION

19.1 Employees who serve as firearms and /or PPCT instructors, as approved by the Regional Captain shall be compensated $200 per year for providing a minimum of 40 hours of

training per year.

19.2 Employees who serve as OC, First Aid & CPR or as an instructor in another capacity approved by the employer shall be compensated $100 per year for providing necessary and required training per year.

19.3 Field Training Officer Compensation:
Employees serving as Field Training Officers in accordance with existing FTEP policy and guidelines will also be compensated as follows for each new hire they train:

Primary FTO ($700); Secondary FTO ($275); Out of Region ($175)

ARTICLE 20
PRINTING OF AGREEMENT

20.1 The Union shall furnish each new employee and all current employees with a printed or electronic copy of this Agreement.

ARTICLE 21
MONTANA PHYSICAL ABILITIES TEST

21.1 Wardens and Investigators may voluntarily participate in the Montana Physical Abilities Test (MPAT) once yearly from July through December.

a. Wardens and Investigators will be responsible for scheduling their testing.
b. Travel time and testing will be completed in on-duty status provided that the testing is done in the normal course of patrol, and other work-related duties.
c. Proof of completion of testing, and time of course completion must be submitted for compensation on a form approved by the department.
d. Wardens and Investigators who complete the test will be compensated for test completion at the following time intervals:
   - 4 minutes or less = $1,000.00
   - 4 minutes 1 second to 5 minutes = $750.00
   - 5 minutes 1 second to 5 minutes 30 seconds = $500.00
   - 5 minutes 31 seconds to 6 minutes 30 seconds = $250.00

ARTICLE 22
JOB POSTING

22.1 All employees will be notified of all newly created or vacant bargaining unit positions and permanent, full time positions which could be considered to be a lateral transfer or promotional in the Department, before the closing of applications for such positions.

22.2 All permanent warden positions in the State and their patrolling area will be designated in writing.

ARTICLE 23
SEVERABILITY

23.1 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 24
ENTIRE AGREEMENT

24.1 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union 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 in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 31st day of October, 2018.

For: State of Montana

Martha Williams, Director
Department of Fish, Wildlife, and Parks

Mike Manion, Chief
State Office of Labor Relations

For: Fraternal Order of Montana Game Wardens

Joseph Kambic, President
FOMGW

Louis Royce II, Secretary
FOMGW

ADDENDUM A

FWP WARDEN/INVESTIGATOR Career Progression

I. Purpose:

This model provides for the advancement of FWP Wardens and Investigators when they have met the requirements for advancement. The purpose of the advancement policy is to provide employees the opportunity to advance in their careers, to increase employee retention by providing opportunity for periodic professional and economic growth, and to ensure FWP recognizes the benefit of increased employee competency through increased training and responsibility (as identified in classified Job Profiles). Progression is not based on race, sex, age, religion, national origin, handicap, marital status, political beliefs, or any other factor that would be in violation of federal and state civil rights law.

II. Career Progression Overview:

Title/Base Pay Level	Job Performance /Competencies	Education/Experience/Training
Probationary Warden I <1 year (Band 5) Pay Level I $21.54/hr. FIRST PAY PERIOD INCLUDING 1/23/16 $22.04/hr. FIRST PAY PERIOD INCLUDING 1/8/17	Meets minimum qualifications through competitive recruitment. Selected and assigned to a region. Most competencies (behaviors) cannot be observed during the selection process.	Bachelor's degree in Fish and Wildlife, Park Management, Outdoor Recreation, Criminal Justice or a closely related field from an accredited university; some relevant experience.
Warden II 1 -5 MFWP Enforcement years (Band 6) Pay Level II $22.585/hr. FIRST PAY PERIOD INCLUDING 1/23/16 $23.085/hr. FIRST PAY PERIOD INCLUDING 1/8/17	Successfully completes duties assigned during probationary period. Performs at an acceptable level as reflected in performance appraisals. Successfully assimilates and demonstrates basic KSA's required for a field assignment. Successfully demonstrates Warden Competencies as defined in Job Profile and performance plans.	Successfully completed discipline-specific Basic course at MLEA or a Post-approved equivalent. Basic (or Basic Equivalency) Post Certificate Successfully completes Field Training and Evaluation Program (12 months). At least 1 full year of discipline-specific employment with FWP. Works toward fulfilling annual Post training requirements (40 hours every 2 years.)

Warden III >5 - 10 MFWP Enforcement years (Band 6) Pay Level III $23.491/hr. FIRST PAY PERIOD INCLUDING 1/23/16 $23.991/hr. FIRST PAY PERIOD INCLUDING 1/8/17	Served at least 5 years with FWP and is successfully performing duties as attested by the collaborative decision of the Captain/Regional Supervisor and the Chief of Law Enforcement. Successfully demonstrates Warden competencies as defined in Job Profile and performance plans.	Fulfills biennial Post training requirements Intermediate Post Certificate Possess a discipline-specific Post Basic Certificate At least 5 year's FWP Enforcement experience and 200 job-related Post training hours.
Warden IV 10+ MFWP Enforcement Years (Band 6) Pay Level IV $24.535/hr. FIRST PAY PERIOD INCLUDING 1/23/16 $25.035/hr. FIRST PAY PERIOD INCLUDING 1/8/ 17	Served at least 10 years with FWP Enforcement and is successfully performing duties as attested by the collaborative decision of the Captain/ Regional Supervisor and Chief of Law Enforcement. Successfully demonstrates Warden competencies as defined in Job Profile and performance plans.	Fulfills biennial Post training requirements Advanced Post Certificate Must possess discipline-specific Post Intermediate Certificate Have 10 years FWP enforcement experience and 400 job-related Post hours
Warden V 15+ MFWP Enforcement Years (Band 6) Pay Level IV $24.98/hr.. FIRST PAY PERIOD INCLUDING 1/23/16 $25.48/hr. FIRST PAY PERIOD INCLUDING 1/8/ 17	Served at least 15 years with FWP Enforcement and is successfully performing duties as attested by the collaborative decision of the Captain/ Regional Supervisor and Chief of Law Enforcement. Successfully demonstrates Warden competencies as defined in Job Profile and performance plans.	Fulfills biennial Post training requirements Advanced Post Certificate Must possess discipline-specific Post Intermediate Certificate Have 15 years FWP enforcement experience and 400 job-related Post hours

Open Competitive Recruitment -Internal and External (CIS Investigator positions) Internal Competitive Recruitment (Regional Investigator positions)		
Crime Investigator (Band 6) $29.67/hr. FIRST PAY PERIOD INCLUDING 1/8/16 $30.17/hr. FIRST PAY PERIOD INCLUDING 1/8/17	Meets minimum qualifications through competitive recruitment. Selected and assigned to a region or CIS Unit.	Bachelor's Degree in criminal justice, life science, recreation management or similar degree. Degree requirements must be completed prior to making application. Three (3) years of law enforcement experience handling a variety of relevant investigations comparable to those a CIS Investigator is expected to handle.

POST CERTIFICATION (details)

Basic Certificate
Officers must have completed:

- the discipline-specific Basic course at MLEA or a POST-approved equivalent
- one full year of discipline-specific employment with the same agency

Intermediate Certificate
Officers must have:

- served at least one year with the present employing agency and be satisfactorily performing the duties, attested to by the administrator of the employing law enforcement and/or public safety agency
- the discipline-specific Basic certificate
- four years' experience and 200 job-related POST training hours

Advanced Certificate
Officers must have:

- the discipline-specific Intermediate certificate
- eight years' experience and 400 job-related POST training hours

All employees will receive a 1% raise in base pay, retroactive to July 1, 2018. All employees will receive a 1% raise in base pay on November 10, 2018 in lieu of the statutory raise effective February 15, 2019.

Advancement to Career Progression Levels will be recognized on first full pay period after requirements for the level are met.