

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF MONTANA

and

**MONTANA ASSOCIATION OF FISH AND WILDLIFE
BIOLOGISTS**

MFPE, AFT, AFL-CIO Local 4687

2019--2021

**COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA AND THE
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TABLE OF CONTENTS

ARTICLE I. RECOGNITION	4
ARTICLE II. ASSOCIATION RIGHTS	4
ARTICLE III. MANAGEMENT RIGHTS	6
ARTICLE IV. NON-DISCRIMINATION.....	6
ARTICLE V. PAY AND HOURS.....	7
ARTICLE VI. COMPENSATION AND CAREER PROGRESSION.....	9
ARTICLE VII. PERSONNEL RECORDS AND PERFORMANCE MANAGEMENT	18
ARTICLE VIII. HOLIDAYS	20
ARTICLE IX. NOTIFICATION	20
ARTICLE X. LEAVES	21
ARTICLE XI. JOB SECURITY	23
ARTICLE XII. JOB DESCRIPTIONS AND HIRING	23
ARTICLE XIII. ASSOCIATION-MANAGEMENT RELATIONS COMMITTEE	26
ARTICLE XIV. GRIEVANCE AND ARBITRATION.....	27
ARTICLE XV. SEVERABILITY	29
ARTICLE XVI. ENTIRE AGREEMENT	30
ARTICLE XVII. TERM OF AGREEMENT	30
Appendix 1. Examples of Fish and Wildlife Biologist-recommended Trainings	31
Appendix 2. Examples of Qualifying Professional Development Workshops.....	32
Appendix 3. Qualifying Performance Activities and Accomplishments.....	34
Appendix 4. Examples of how Biologists may rectify certain issues brought up by the Progression Review Committee during their appeal process.	36

Appendix 5. Suggested documentation/formatting for appeals packets. 37

Appendix 6. Training and Professional Development Workshop Approval Form and Process.
Contact HR for electronic copy. 37

Appendix 7. "Other" Category Progression Point Approval Form and Process. Contact HR for
electronic copy..... 37

Appendix 8. Progression Packet Submission Form. Contact HR for electronic copy..... 37

COLLECTIVE BARGAINING AGREEMENT
between the STATE OF MONTANA
and the
MONTANA ASSOCIATION OF FISH AND WILDLIFE BIOLOGISTS

THIS AGREEMENT is made and entered into this ____First__ day of _____ July____, 2019, 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 link to an electronic copy of the current Department Policies and Procedures and will be advised whenever changes in policy are being considered, leaving a reasonable amount of time for comment and discussion.

Section 11. 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 taken for a given month, the

employer's business manager must receive the authorization form no later than the last day of the previous month. The union shall defend and hold the employer harmless in any action regarding the legality or propriety of dues or its deduction from employees' pay. A Union representative will meet with each new employee and provide information on Union membership.

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. No employee shall be discharged or discriminated against for upholding MFPE principles, insofar as any such actions are protected by the Public Employees Collective Bargaining Act. Employer and MFPE affirm their joint opposition to any discriminatory practices in connection with recruitment, hiring, evaluation, promotion or training. Decisions in these areas must be based on merit and qualification without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital statute.

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 Policy authority at the level described by the employee's classification. Nothing in this Agreement shall preclude any employee's rights to appeal their classification.

Section 2. Employees will receive a \$0.50 per hour salary increase each year of the biennium. Wage increases will become effective the first full pay period that includes January 1st of each year of the biennium. The Department will follow the FWP Pay Policy for incorporating statutory increases as approved by the Department of Administration.

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. HCBD is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2020. The State's share contribution (currently, \$1,054 a month) will not change during the same period.

Section 4. It is understood by the parties that bargaining unit positions are classified as "exempt" under the Fair Labor Standards Act requirements and will be paid compensatory time in accordance with the state law.

Section 5. Any authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked.

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 agreed upon 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.

Section 11. The employer will provide an additional \$75 per year to defray field work related expenses that are not allowable to purchase using FWP funds including: bug spray, ingestible or personal medications (such as pain medication, allergy medication, prescriptions, anti-nausea medication, heart burn or indigestion medications, anti-itch lotions, etch), patch or bracelet delivered medications (for example anti-nausea medications). The employer will provide this yearly stipend in the first pay period to include July 1. First-aid kits are supplied by Montana Fish, Wildlife and Parks for our employees and may only contain the following ingestible items: antihistamine, low dose aspirin, electrolyte replacement, glucose replacement, and analgesics. Other ingestible items not listed above may not be included in first-aid kits. First-aid kit supplies may be refilled using the state credit card or voucher process, assuring only allowable supplies are purchased. Do not purchase new kits unless the kit box needs to be replaced. If a new kit must be ordered, payment may be requested through FWP Safety Officer.

These will be approved on a case-by-case basis.

ARTICLE VI. COMPENSATION AND CAREER PROGRESSION

Section 1. Purpose.

This Career Progression/Professional Development Model and Policy provides the opportunity for FWP Biologists 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. Career Progression

The following describes the progression model and the competencies, education and training necessary to advance to successive levels. "Market" refers to the 2018 Market Midpoint Rate, as published by the Department of Administration, for Band 6 Fish and Wildlife Biologists as described in Section 5.

- a. Employees who were not employed as Band 6 or 7 Biologists on May 27, 2016 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 biologist within or outside FWP.
- b. 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.
- c. All Band 6 and 7 Biologists employed on May 27, 2016 were, on the first day of the subsequent pay period, placed in a Biologist Level. For the purposes of the initial placement, these Biologists were placed in the level (described in Section 2) immediately below that level which their years as a FWP Biologist qualified them for (e.g., if a biologist's years put them at a Level 5, they were initially 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.

The Biologist Levels and specific criteria necessary to progress to each Level are described in the following sections and in Table 1 and Appendices 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 a Performance Agreement has been completed, that the employee has served at their current Biologist Level.
3. the employee has completed the minimum annual (within each fiscal year) qualifying Professional Development Workshop and Training hours during three or more fiscal years the employee has served at their current Biologist Level (Section 3 and Appendices 1 and 2), and
4. the employee has accumulated sufficient Progression Points during the previous three or more fiscal years the employee has served at their current Biologist Level (Section 4 and Appendix 3).

Table 1. Progression Model

Title/Pay Level	Job Performance/Competencies	Education/Experience/Training
<p>Biologist 1 Band 6 Pay Level 1: 85% of Market</p> <p>Band 7 Pay Level 1: 20% above Band 6 Pay Level 1</p> <p>0-3 years 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, Biology, or a closely related field 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 <u>single research effort</u> that includes:</p> <ol style="list-style-type: none"> 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 in a peer-reviewed journal. A peer-reviewed scientific journal is a publication that contains original articles that have been written by scientists and evaluated for technical and scientific quality and correctness by

		<p>other experts in the same field. The peer reviewed journal must be of a similar standard as The North American Journal of Fisheries Management, Journal of Fish Biology, Journal of Fish Diseases, Journal of Wildlife Management, Wildlife Society Bulletin, Disease Ecology, etc.</p> <p>6. If appropriate to the project, formulation of any recommended changes in management prescriptions and/or actions.</p> <p>7. Oral presentation on results of investigation to agency staff and public audience.</p>
<p>Biologist 2 Band 6 Pay level 2: 88% of Market</p> <p>Band 7 Pay Level 2: 20% above Band 6 Pay Level 2</p> <p>>3 yrs. experience as FWP biologist</p>	<p>Served at least 3 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 1 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 as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 3 Band 6 Pay level 3: 91% of Market</p> <p>Band 7 Pay Level 3: 20% above Band 6 Pay Level 3</p> <p>>6 yrs. experience as FWP biologist</p>	<p>Served at least 6 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 2 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 2 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 4 Band 6 Pay level 4: 93% of Market</p> <p>Band 7 Pay Level 4: 20% above Band 6 Pay Level 4</p> <p>>9 yrs. experience as FWP biologist</p>	<p>Served at least 9 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 3 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 3 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 5 Band 6 Pay level 5: 95% of Market</p>	<p>Served at least 12 years as an FWP biologist and is successfully performing duties</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 4 Biologist (as described in Section</p>

<p>Band 7 Pay Level 5: 20% above Band 6 Pay Level 5</p> <p>>12 yrs. experience as FWP biologist</p>	<p>assigned.</p> <p>Determined to have "Met Expectations" during three annual performance appraisals (including the most recent appraisal) while serving as a Level 4 Biologist</p>	<p>3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 6 Band 6 Pay level 6: 97% of Market</p> <p>Band 7 Pay Level 6: 20% above Band 6 Pay Level 6</p> <p>>15 yrs. experience as FWP biologist</p>	<p>Served at least 15 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 5 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 5 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 7 Band 6 Pay level 7: 98% of Market</p> <p>Band 7 Pay Level 7: 20% above Band 6 Pay Level 7</p> <p>>18 yrs. experience as FWP biologist</p>	<p>Served at least 18 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 6 Biologist</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 6 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 8 Band 6 Pay level 8: 99% of Market</p> <p>Band 7 Pay Level 8: 20% above Band 6 Pay Level 8</p> <p>>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>Completed the necessary Professional Development and Training while serving as a Level 7 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4 and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.</p>
<p>Biologist 9 Band 6 Pay level 9: 100% of Market</p> <p>Band 7 Pay Level 9: 20% above Band 6 Pay Level 9</p> <p>>24 yrs. experience</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</p>	<p>Completed the necessary Professional Development and Training while serving as a Level 8 Biologist (as described in Section 3).</p> <p>Accumulated a total of at least 10 Progression Points by completing Performance Activities and Accomplishments as described in Section 4</p>

as FWP biologist	appraisal) while serving as a Level 8 Biologist	and Appendix 3; biologists must accrue at least one point from 4 of the 5 categories (Appendix 3) within the evaluation period.
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Section 3. Qualifying Professional Development Workshops and Training.

Training is defined as: Specialized training, formal education, or advanced professional learning intended to help fish and wildlife biologists maintain/improve their professional knowledge, competence, skills and effectiveness.

Professional Development Workshops are defined as: Workshops established to provide a forum for fish and wildlife professionals to interact with each other on new research, management, enforcement and administrative practices, or for fish and wildlife professionals to interact with experts in other applicable fields (e.g., range management, geomorphology, energy development) and to use this new information to promote better management of species or administration of FWP.

Employees must annually, within each fiscal year, complete a minimum of 8 hours of qualifying Training and/or Professional Development Workshops in EACH of the following two categories (examples of qualifying Training and Professional Development Workshops are provided in Appendix 1 and Appendix 2) during three or more fiscal years the employee has served at their current Biologist Level:

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, promote a better understanding of FWP's organizational and administrative processes, and ensure the employee can perform their duties in the safest and most efficient means possible. Qualified training includes biologically technical trainings such as Population Sampling, Habitat Restoration Techniques, Analysis methods, and training on safe operation of equipment such as electrofishing safety, boat safety, ATV safety, and aircraft safety which would allow the biologist to perform their duties more effectively and safely. Introductory and overview-type training such as Excel for beginners, MyFWP portal, FWP Mapper and basic first-aid/CPR/Stop-the-Bleed aren't considered qualified training. TWS/AFS and Great Plains Fisheries Workers annual plenary sessions and concurrent sessions also do not count as Professional Workshops and/or Trainings.

1. **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.

Professional Development Workshops and Training in the above categories that qualifies to be considered by the Progression Review Committee (as described in Section 6) must meet the following criteria:

- a. The employee's Division Administrator must agree, in writing within 10 working days, that a prospective Professional Development Workshop or Training qualifies for consideration for progression. Employees will use the Training Approval Form and submit the form to their respective Division Administrator. As much as possible, the Division Administrators will provide approval prior to announced trainings, including what category it counts towards and number of qualifying hours. The training/professional development workshop should be 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. The employee's immediate supervisor must approve the attendance at the professional development workshops or training to ensure the time commitment does not conflict with other work priorities.
- c. 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 (e.g., sexual harassment, ADA, computer security training, All Staff meetings, Division meetings, Regional meetings). There may be instances where separate, stand-alone training is incorporated into regional or Division meetings that may qualify for training credit, if approved by the Division Administrator(s).
- d. To determine qualifying hours for Professional Development Workshops and Training consider the following:
 1. credit will be based on hours of actual training. In cases where training may be a component of a larger overall workshop/working group meeting, the Division Administrator will decide on the number of qualifying hours and in what category within 10 working days once employee has submitted the Training Approval Form to their respective Division Administrator.
 2. morning and afternoon breaks count towards the hours, and a working lunch would count for hours. Otherwise, lunch time would not count towards training hours.
 3. field trip portions of workshops and training usually do not count for training hours; however, exceptions can be made with approval from the Division Administrator.
- e. To be considered for qualifying hours, supporting documentation must be included in the progression packet using the approved progression packet template. Supporting documentation requirements for progression packet:
 1. provide training agenda if available and a course description at a minimum
 2. provide certificate of completion if available
 3. Training Approval Form signed by the Division Administrator or email from

Division Administrator announcing training and qualified hours must be included.

4. In the case of progression points falling into the "Other" category, if none of the categories already listed in Appendix 3 apply, the biologist must provide the Progression Point Approval Form with approval by their supervisor, the Division Administrator, and the Association Board to count the progression point(s) as "Other."
- f. Retaking the exact same training every year is not the intent of this progression plan. Trainings can only be repeated once every three years at a minimum. If trainings have similar titles provide a description of why they are different.
- g. Biologists who apply to progress by April 15th of one fiscal year and are approved will start accumulating training hours and progression points towards their next biologist level on July 1st of the upcoming fiscal year.

Section 4. Qualifying Performance Activities and Accomplishments (Progression Points)

- a. A biologist may accumulate Progression Points during three or more fiscal 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 and/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 Appendix 3. At least one point must be accrued within 4 of the 5 discrete Categories listed below and in Appendix 3:
 1. Professional Service
 2. Scientific Contribution
 3. Management Initiative
 4. Agency Involvement
 5. Community Involvement
- c. Performance Activities and Accomplishments, and associated Progression Points, not specifically listed in Appendix 3 will qualify upon mutual agreement of the employee's supervisor, the Association, and the respective Division Administrator using the Progression Point Approval Form submitted to their respective Division Administrator
- d. Progression points do not carry forward from level to level. Progression points are cumulative during the time a biologist is at a specific level and do not "expire" until a biologist moves to a new level.
- e. The same progression point activity cannot be used in more than one progression point category (i.e., no double-dipping).
- f. Performance activities may not be counted for both training and progression

points.

- g. Biologists who apply to progress by April 15th of one fiscal year and are approved will start accumulating training hours and progression points towards their next biologist level on July 1st of the upcoming fiscal year.

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 2019-2021 Collective Bargaining Agreement, Montana Dept. of Fish, Wildlife & Parks will use the 2018 Market Rates as published by the Department of Administration. The 2018 Band 6 Fish and Wildlife Biologist Market Midpoint is \$30.60 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 2) 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. Progression Review.

- 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 voting members of the Progression Review Committee shall consist of 2 regional Fish or Wildlife Managers, 2 Biologists appointed by the Association, and the Fish or Wildlife Division Administrator (or appointee of the Division Administrator). 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. A simple majority vote makes decisions.
- b. Biologists may petition the Progression Review Committee to be considered for advancement by submitting a pay progression packet (documenting the successful completion of the minimum requirements necessary to progress to the next Biologist Level) to Human Resources prior to April 15th. Biologists must use the mutually agreed upon progression packet template. Incomplete progression packets will not be considered for review. Packets submitted after the deadline will not be considered for review. It is the biologist's responsibility to ensure their packets are complete. Human Resources will convene the Progression Review Committee to consider the packet and associated documentation and make a recommendation regarding the packet in writing to the employee and their respective Division Administrator by May 15th. Subsequent assignments to new Biologist Levels will be effective no later than the first Pay Period of the following Fiscal Year. For those that have progressed, the effective date for years of service in Biologist Level is June 30th, because

July 1st pay is officially progressed to the next Biologist Level.

Section 7 – Appeal Process

In such case that the employee disagrees with the recommendation of the Progression Review Committee (Section 6(a)), they may appeal by submitting an appeal package to the Appeal Committee through Human Resources by May 30th of the year their application was submitted. The appeal is limited to only the materials originally submitted – new information not included in the original packet will not be considered. The Appeal Committee shall consist of at least three members of the original Progression Review Committee to include at least one Biologist. A simple majority vote makes the decision to progress. Human Resources will provide the progression decision regarding the appeal package in writing to the employee and their respective Division Administrator by June 15th.

When submitting an appeal package, the biologist must include a written response to each issue brought up by the Progression Review Committee as to why they were not initially approved, how he/she resolved that issue, and supporting documentation to address these specific issues (the Biologist does not need to resubmit all his/her original supporting documentation, only that which addresses the appealed issues). With this appeal package, the Biologist may submit additional material(s) that support(s) their progression application, including better documentation of: qualifying professional workshops and/or trainings taken or progression points earned. Examples follow in Appendix 4 (for guidance purposes only; they do not represent an exhaustive list of circumstances that may arise during the appeal process).

The new progression application submitted through the appeals process must follow the formatting guidelines (i.e., Trainings and Progression Points cover sheets) provided by the Association (originally as Excel files). Incomplete applications or messy, unformatted applications will not be accepted. Biologists are encouraged to submit only relevant documentation and abstain from providing extraneous materials or raw data. Formatting guidelines and suggestions are provided in Appendix 5.

Table 2. 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 were 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 completed and submitted to HR annually by June 30. Performance appraisals shall be based upon criteria outlined in the State Performance Management and Evaluation Policy. In the event that the appraisal procedures or the State Performance Management and Evaluation 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 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 measurable objectives an employee must 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 workday, 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 timelines 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 (e.g., mentoring, counseling, training, schedule adjustments, or material support);
5. Clearly defined consequences for failure to overcome deficiencies within the PIP's 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 MFPE at any point during the course of the PIP's 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 plan, and the 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 in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When 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 bargaining unit 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 Association and each Department of Fish, Wildlife, and Parks Office shall be notified of any change or addition to personnel rules, regulations, and policies issued by 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 as described in Article VI, Section 5).

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/her sick leave credits may then utilize his/her 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/her 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 Fisheries 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 Fisheries and Wildlife Divisions will appoint,

in consultation with the Association Chairman, 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 following the employee's hiring date. 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. The probationary period may be extended for a maximum of six (6) consecutive months.

Section 2. Discipline and Dismissal. The Employer may discipline or dismiss any employee who has completed his/her probationary period only for just cause and pursuant to provisions and processes described in Article VII. 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 will be made in the Human Resources' Employee Newsletter and through the statecareers.mt.gov website and 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 a closely related field 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 need to provide a supplemental response in their application packet that indicates their experience level relative to each equivalency 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 single research effort that includes:

1. Literature review and development of a problem statement and 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 in a peer-reviewed journal.
6. If appropriate to the project, formulation of any recommended changes in management prescriptions and/or actions.
7. Oral presentation on results of investigation to agency staff and public audience

The Standard Operating Procedures for the Equivalency Review Committee are described below. To facilitate a fair and judicious review process for these applicants, the committee, as defined below, is assigned the task of evaluating each applicant to determine if he/she meets the qualifications for a biologist's position with FWP. Certification as a "qualified candidate" does not mean that the employee is guaranteed an interview for biologist positions; they will still be evaluated and scored the same as all job candidates.

- A. A majority vote will determine if the applicant meets the minimum qualifications. In the event there is a tie vote among the other members on the committee the Department's Human Resources Manager will break the tie vote. The Equivalency Review Committee members will include: Chair of MAFWB, hiring authority for the position for which an applicant is seeking equivalency, Fisheries Division Administrator or designated delegate, Wildlife Division Administrator or designated delegate, and the Department's Human Resources Manager (tie breaking vote only).
- B. The review process will proceed as follows:
 1. The seven requirements for equivalency (7 criteria below) must be listed in the job announcement for each biologist position, along with an explanation that any applicant wishing to claim equivalency criteria in their application packet.
 2. For any position than an applicant requests an equivalency determination, the hiring authority will first review the materials submitted for this purpose, and based on the strength of those materials, submit those materials to the Equivalency Review Committee. If the hiring authority chooses to submit the materials to the Committee, they will be responsible for organizing and scheduling actions by the Equivalency Review Committee. Application materials must be provided to Committee members and a meeting held to vote on the equivalency determination. Such determination must be done prior to the job interviews, because only candidates who meet the qualifications for a position may be interviewed.
 3. If an applicant is certified by the Committee as having met the equivalency requirements, then that certification is a lifetime certification, and the applicant does not need to demonstrate equivalency for future hiring processes. In such instances, the hiring authority is responsible for drafting the certification letter which is to be signed by all committee members.
 4. An applicant must meet the equivalency standards at the time of application. Contingency hires will not be allowed for those applicants not meeting all the equivalency requirements.
- C. The seven Criteria for a single research effort are described in more detail below.
 1. Literature review and problem statement development or hypothesis for a particular issue.
 - a. Literature review should encompass all major issues relevant to the hypothesis;
 - b. Problem statement should logically follow from findings in the literature review; e.g., address areas of study where information is lacking, or

- existing literature is in conflict, or justify a study which has generally been done before but has important differences.
2. Development of a detailed study plan or sampling protocol for a field-oriented project based on the above-noted hypothesis.
 - a. A laboratory-oriented project is acceptable.
 - b. Sampling protocol must be in sufficient detail to demonstrate that the applicant understood and thought through the challenges, equipment, logistics, statistical requirements required to accomplish the study objectives.
 2. Data collection and the effective management of data with an appropriate application or software package.
 - a. Data (or the bulk of it) must have been collected by applicant and entered into database by applicant as well.
 - b. Data application means selection of database and graphics packages.
 3. Interpretation and analysis of data, including a quantitative assessment of that information.
 - a. Interpretation includes exploring underlying reasons for results. Quantitative assessment means that appropriate statistical treatments have been conducted.
 4. As primary author, completion of one or more publications in a peer-reviewed journal. A peer-reviewed scientific journal is a publication that contains original articles that have been written by scientists and evaluated for technical and scientific quality and correctness by other experts in the same field
 - a. The peer-reviewed journal must be of a similar standard as The North American Journal of Fisheries Management, Journal of Fish Biology, Journal of Fish Diseases, Journal of Wildlife Management, Wildlife Society Bulletin, Disease Ecology, etc.
 5. If appropriate to the project, formulation of any recommended changes in management prescriptions and/or actions.
 6. Oral presentation on results of investigation to agency staff and public audience.
 - a. Presentation should be of similar quality to a Thesis defense presentation.

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 five Association representatives to attend up to: two Association-Management Relations Committee meetings per year; two contract negotiation sessions per biennium, and two progression review committee review meetings/year. 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 working days to respond.

Step 2: If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Division Administrator in writing, within 10 working days of Step 1. The Administrator 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.

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, 2019 and shall remain in full force and effect through June 30, 2021. 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, 2019, for matters pertaining to wages and economic benefits.

THIS AGREEMENT is executed this 8/5/2019.

FOR: STATE OF MONTANA

FOR: MONTANA ASSOCIATION OF
FISH AND WILDLIFE BIOLOGISTS,
MFPE, AFT, AFL-CIO

DocuSigned by:

Mike Manion

Michael P. Manion, Chief
State Office of Labor Relations

DocuSigned by:

Eric Feaver

Eric Feaver
MFPE

DocuSigned by:

Martha Williams

Martha Williams, Director
Department of Fish, Wildlife and Parks

DocuSigned by:

Ashley Taylor

Ashley Taylor, MAFWB Chairman

Appendix 1. Examples of Fish and Wildlife Biologist-recommended Trainings

Trainings listed with an asterisk (*) may be eligible for either category, depending upon biologist's experience, but will need Division Administrator approval to include training in opposite category.

Technical/Biological Training		Communication, Leadership and Inter-Personal Skills	
Regulations and WIS/FIS database	Mandatory Reporting (MRRE)	Writing	Effective Communication
FWP Computer Software (FWP Mapper not eligible)	GIS, GPS, Survey 123, Avenza (e.g., FWP ArcGIS online training)	Meeting Facilitation	Negotiation Skills
Sample Design and Statistics	Survey and Inventory Protocols and Methods	Media Relations	Public Speaking
Creel Census	Population Dynamics and/or Modeling	Conflict Management	Hiring/Interviewing Skills and Techniques (beyond HR Policies/Processes)
Fishing Regulation Process	Season-setting and Regulation Development (e.g., Season-setting Workshop*)	Incident Command ICS-320 (Prerequisite ICS courses not eligible) e.g. emergency preparedness, ecological disaster preparedness	Centralized/Decentralized Management Structure
MEPA – EAEIS preparation	Conservation Easements	FWP Bizlibrary online trainings	Other PDC Courses
Habitat Restoration	Land Use Planning	Udemy Online Courses	WHART training
Land Acquisition*	Stream Hydraulics/Geomorphology	Work Planning	Time Management
Landscape Ecology	Habitat Management, Assessment, Monitoring Principles (e.g., Woody Wonders)	AFWA Management Assistance Team online trainings	Employee Accountability
Capture, Immobilization, and Handling Methods	Wildlife Health (e.g., Wild/Domestic Sheep Disease Symposium)	Leadership/Management Development Program	National TWS Leadership Institute
Electrofishing Safety and Methods	Fish Toxicants and Management	Adaptive Problem Solving, Decision Making	Stress and Resilience
Aquatic Invasive Species	Genetics	Organization Skills	Performance Management
Herpetofauna/Mussel Identification and Management	Nongame Animal Identification and Management	Self-Aware Management Series	Developing Coaching Skills
Conservation Biology	Trapping (e.g., Trapping Matters Workshop*)	Creating a Motivating Work Environment	Supervision and Management, Project Management
Endangered Species Act	Water Law, Water Rights	Customer service	Working with the Public
Basic Water Law	Stream Permitting	Tribal Relations	Human Dimensions
Hatchery Allocation	Limnology	Trust in the Workplace	

Water Chemistry	Radio Telemetry		
Equipment Training (e.g. ATV, Snowmobile, Chainsaw, Watercraft, Livestock, Winter Driving etc.; Defensive Driving not eligible)	Swift Water Rescue, Wilderness First Aid, etc. (Basic First Aid not eligible)		
WAFWA Webinars (e.g., Mule Deer Conservation Webinar)	Fish and Wildlife Commission Processes		
FWP Internet Applications (beyond scope of MyFWP Portal, etc.)	Legislative process		
Statutes, Rules, and Policies	Contracting/Purchasing		
Budgeting and budget management	Other – requires prior approval of Division Administrator	Other – requires prior approval of Division Administrator	
MCA/ARM			

Appendix 2. Examples of Qualifying Professional Development Workshops.

MDT/FWP Transportation Summit (Not to include regional coordination meetings)
WAFWA Workshops (i.e., Western States and Provinces Deer and Elk Workshop, Northern Wild Sheep and Goat Council Symposium, etc.)
Wildlife Movement and Migration/CHAT Workshop
America's Grasslands Conference
Managing Montana Conference
Pallid Sturgeon PAP v2.0 Workshop
Fish passage and screening workshop
Species specific technical committee meetings (Not to include regional coordination meetings)
MT Chapter or other AFS or TWS sponsored continuing education workshops (NOTE: AFS and TWS annual plenary sessions and concurrent meetings do not count towards professional development training or progression points)
Other: Other workshops that have a training component and are approved by the Division Administrator.

Appendix 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(c).

	Progression Points	Accrual rate within current Biologist Level
1. PROFESSIONAL SERVICE		
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 another 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
Attend multi-state professional society/organization meeting.	1	1 time only
Significant contribution organizing and/or hosting a multi-state professional society/organization meeting	1	Per event
Serves on Graduate Student Committee	2	Per event
Editor or Associate Editor of peer reviewed journal (list manuscript number(s))	2	Per journal
Manuscript reviewer for peer reviewed journal (list manuscript number(s))	1	Per journal
Editor of Professional Society/organization Workshop/Meeting proceedings	1	Per event
Other- will qualify upon mutual agreement of the employee's supervisor, the Association, and the Division Administrator using Progression Point Approval Form.		
2. SCIENTIFIC CONTRIBUTION		
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 as principle investigator or lead	2	Per event
Significant contribution to research project (i.e. study design, landowner coordination, field work assistance)	1	Per event
Other- will qualify upon mutual agreement of the employee's supervisor, the Association, and the Division Administrator using Progression Point Approval Form.		

3. MANAGEMENT INITIATIVE		
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 ¹	3	Per event
A supporting contribution to the completion of a Conservation Easement ²	1	Per event
A significant contribution to the completion of a WMA acquisition or addition ¹	3	Per event
A supporting contribution to the completion of a WMA acquisition or addition ²	1	Per event
A significant contribution to the completion of a public access easement ¹	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	2	Per event
Coordinate a wildlife/fisheries capture effort that is not part of a research effort described in another progression point.	1	Per event
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 ¹	3	Per event
A supporting contribution to the completion of a Fishing Access Site ²	1	Per event
A significant contribution to a stream restoration project ¹	1	Per event
A significant contribution through stream permitting that lessens the impact of projects on fish habitat ¹	1	Per event
Significant effort entering historic data into the Wildlife or Fisheries Information System (i.e., >20 surveys)	1	1 time only
Instrumental leadership in planning and developing a community fishing pond.	1	Per event
Other- will qualify upon mutual agreement of the employee's supervisor, the Association, and the Division Administrator using Progression Point Approval Form.		
4. AGENCY INVOLVEMENT		
Leadership role within a statewide, regional or local committee/working group at least 2/3 years at current Biologist level	2	1 per event
Active member of statewide, regional or local committee/working group at least 2/3 years at current Biologist level	1	1 per event
Chair/President in MAFWB at least 2/3 years at current Biologist level	3	1 time only
Officer in MAFWB at least 2/3 years at current Biologist level	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	1	1 time only

biologists commonly seek advice and mentoring within region or statewide (e.g. statewide species research expert, or a regional species specialist/expert who compiles regional species data, provides annual regional report (PR/DJ report) and is commonly asked for advice by other biologists about that species mgmt.)		
Carry out duties for multiple positions when needed (e.g., vacancy savings, acting manager for minimum 2 weeks)	1	1 time only
Recognized by other FWP Division for exceptional cooperation or assistance	1	1 time only
Member of hiring committee for permanent, full time FWP position other than own staff/technicians	1	1 time only
Working on projects with other FWP biologists/employees outside the scope of routine duties (e.g. cross-divisional or cross-regional)	1	1 time only
Other- will qualify upon mutual agreement of the employee's supervisor, the Association, and the Division Administrator using Progression Point Approval Form.		
5. COMMUNITY INVOLVEMENT		
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 years at current Biologist level	1	1 time only
Bowhunter Education Instructor at least 2/3 years at current Biologist level	1	1 time only
Trapper Education Instructor at least 2/3 years at current Biologist level	1	1 time only
Hooked on Fishing Instructor at least 2/3 years at current Biologist level	1	1 time only
Becoming Outdoors Woman Instructor at least 2/3 years at current Biologist level	1	1 time only
Regular regional involvement with natural resource related sporting clubs and organizations (e.g., Rod & Gun, bowhunters, hound handlers, trappers, watershed, working groups, etc.) at least 2/3 years at current Biologist level	1	1 time only
Active participation in other natural resource related 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 years at current Biologist level	1	1 time only
Regular non-work time related attendance at natural resources related local sporting organizations, banquets and meetings at least 2/3 years at current Biologist level	1	1 time only
Organize and host a community youth fishing event	1	1 time only
Organize and host a citizen science project/workday	1	1 time only
Other - will qualify upon mutual agreement of the employee's supervisor, the Association, and the Division Administrator using Progression Point Approval Form.		

¹Provide a detailed explanation of your significant contribution which includes: identifying project, writing proposal, MEPA, and writing management plan.

²Provide a detailed explanation of your supporting contribution which includes: providing specific species information, technical skills, landowner coordination, funding acquisition or similar workload requirements.

Appendix 4. Examples of how Biologists may rectify certain issues brought up by the Progression Review Committee during their appeal process. Not meant to represent an exhaustive or exclusive list. Biologists may contact Association or Management for advice in dealing with issues outside the scope of this table as necessary.

Example Issue	Example Solution
Re-organizing trainings or progression points into relevant categories:	<p>For Professional Workshops/Trainings, the biologist states in the letter that a given training (e.g., Trapping Matters, Season-Setting, GIS, etc.) qualifies in a different category (i.e., Technical vs. Non-technical) than originally applied, and wishes to count those hours into the other category. In the appeal package, the biologist would provide the corrected training template for that fiscal year, in addition to the remainder of their Progression Packet.</p> <p>For Progression Points, the biologist states in the letter that a given progression point falls into its relevant or more appropriate category (as provided in Appendix 3,). In the case of progression points falling into the "Other" category, if none of the categories already listed in Appendix 3 apply, the biologist must provide documentation that they received approval by their supervisor, the Division Administrator, and the Association Board to count the relevant progression point(s) as "Other."</p>
Incorrect hours for Professional Workshops/Trainings or points for Progression Points:	Biologist states in the letter that X number of hours/progression points should be applied towards the Progression Packet; the updated Progression Packet submitted during the appeal process correctly reflects those hours and/or progression points.
Addition of Professional Workshop/Training hours or Progression Points:	Given commentary from the Progression Review Committee, a biologist may elect to add relevant Professional Workshops/Training hours or Progression Points to their appeal package. This also includes recategorizing Professional Workshops/Trainings to Progression Points and vice-versa.
Did not submit a Progression Packet by April 15 th deadline, but given circumstances arising during Progression Review Committee meetings, wants to submit a packet:	Because the biologist did not submit an original packet by the April 15 th deadline, they are not eligible to apply for progression during the appeals process.

Appendix 5. Suggested documentation/formatting for appeals packets. Provided to ensure the appeals process goes smoothly and increase the likelihood of a biologist winning their appeal. These suggestions are not required (unless stated otherwise in progression application response), but strongly encouraged.

Formatting/Documentation Example	Suggestion
Proof of Professional Workshop and/or Training	Agenda of Workshop and/or Training, with relevant "Training" hours highlighted, circled, marked, etc. Description of Professional Workshop and/or Training that provides information as to how/why this Professional Workshop and/or Training meets the criteria listed in Section 3.
Proof of Supervisor, Division Administrator, or Association approval for Professional Workshops, Trainings, and/or Progression Points	Note from Division Administrator stating that a given professional workshop and/or training qualifies as per Section 3; may be post-attendance. For progression points in "Other" category, approval must be obtained from supervisor, Division Administrator, and Association.
Membership of National TWS/AFS	Provide receipts of annual membership (available by e-mailing TWS/AFS); screenshot from member portal of membership history, etc.
Complete study of significant regional or statewide importance	Study title, clarify biologist's role, whether biologist was PI of study or represented FWP, how the study was significant. Note from supervisor stating importance of study or how biologist's role consisted of efforts outside the scope of regular duties.
Providing documentation for Professional Workshops, Trainings, and/or Progression Points	On Trainings and/or Progression Point coversheet, use "Comment" box to describe the training category provided in the drop-down and reference it with a Figure and/or Page number. Label the corresponding documentation with the Figure and/or Page number.
Ordering Progression Points	On the Progression Point coversheet, list progression points by category (i.e., Professional Service, Scientific Contribution, Management Initiative, Agency Involvement, Community Involvement), not by FY or randomly.

Appendix 6. Training and Professional Development Workshop Approval Form and Process. Contact HR for electronic copy.

Appendix 7. "Other" Category Progression Point Approval Form and Process. Contact HR for electronic copy.

Appendix 8. Progression Packet Submission Form. Contact HR for electronic copy.