

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA**

**and the**

**THE FEDERATION OF WILDLIFE  
SPECIALISTS  
MFPE Local #6638**

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**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF MONTANA**  
**and the**  
**FEDERATION OF WILDLIFE SPECIALISTS**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this first day of July 2025 between the State of Montana, by and through the Department of Fish, Wildlife and Parks, hereinafter referred to as the "Employer," and the Federation of Wildlife Specialists, hereinafter referred to as the "Federation."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its employees, and the Federation; 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 1.**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Federation as the sole and exclusive representative of all Federation of Wildlife Specialists, excluding supervisors, management officials, and other employees exempted under statute or covered by other collective bargaining agreements.

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

**Section 1.** The Federation shall designate a slate of Federation officers and representatives who may act as official spokespersons for the Federation 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.** Federation 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 Federation 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 Federation responsibility. No bargaining unit member shall be discharged or discriminated against

for their Federation involvement. No bargaining unit member eligible to serve on any Employer designated committees shall be discontinued or discriminated against for their Federation involvement and membership.

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

**Section 5.** No Federation employee shall be disciplined without due process and just cause.

**Section 6.** The Employer agrees to pay any Federation 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 7.** With the prior written approval of the affected employee, Federation 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 Federation and the Employer concerning the employee's job rights and entitlements under this Contract.

**Section 8.** The Employer shall inform the Federation of any impending changes in the composition of the bargaining unit, including, but not limited to, the following:

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

**Section 9.** The Federation shall be permitted to use the Employer's facilities for Federation meetings, provided such meeting dates and times do not conflict with other uses previously scheduled by the Employer.

**Section 10.** The Federation 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 11.** The Federation 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 12.** Federation Dues. Upon written authorization from a member of the bargaining unit, the Employer shall deduct from the pay of that employee the monthly dues as certified by the secretary of the Federation and shall deliver those dues to the treasurer of the Federation. 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 Federation shall defend and hold the Employer harmless in any action regarding the legality or propriety of dues or its deduction from employees' pay. A Federation representative will meet with each new employee and provide information on Federation membership.

**Section 13.** Usual and ordinary Federation business will be conducted on off-duty time; however, the Employer recognizes that under extraordinary circumstances, there may be a need to conduct a minimal amount of Federation business during duty hours. The Federation recognizes that Management may restrict such business to designated phones and will cooperate in an effort to educate its members in conjunction with Management to limit such business to only items that are necessary and essential. Employees who are members of the Federation will cooperate in an effort to conduct Federation business during off duty hours of both themselves and the Federation representative they contact.

**Subsection 1.** Federation officers/bargaining unit members may request authorized leave without pay to attend bargaining unit activities such as attending special trainings and negotiation preparations in the event management is provided a minimum of one week written advanced notice of the event.

**Subsection 2.** The Employer agrees to provide paid time for the negotiating team to attend contract negotiations. The Federation agrees to inform the Employer in advance of bargaining team members.

### **ARTICLE 3. MANAGEMENT RIGHTS**

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

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;

6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

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

## **ARTICLE 4. 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 disability, national origin and ancestry.

## **ARTICLE 5. PAY AND HOURS**

**Section 1.** All employees subject to this Agreement shall be classified and paid in accordance with the classification and wage scales annexed as Addendum A and by reference made a part of this Agreement.

**Section 2.** Any authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked.

**Section 3.** 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 Federation advance notice of at least 15 working days before implementation and an opportunity to comment upon any layoff or reduction of hours.

**Section 4.** Non-Exempt – It is understood by the parties that bargaining unit positions are classified as “non-exempt” under the Fair Labor Standards Act requirements and will be paid compensatory time in accordance with the state law.

**Section 5.** 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 their safety.

**Section 6.** When an employee has a reasonable belief that the unsafe conditions described above exist, they must immediately report such conditions to their 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 7.** 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 \$275 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 8.** The Employer will provide an additional \$200 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, etc), 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 1st. 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 6. COMPENSATION**

**Section 1.** Wages. All Wildlife Specialist with received the same base pay of \$30.00 per hour. The \$30.00 pay will be retroactively applied to all specialist effective July 29, 2024, or their subsequent hire date after 7/29/2024. Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

**Section 2.** State of Montana Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

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

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

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

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

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

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

## **ARTICLE 7. 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.

**Subsection 1.** 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).

**Subsection 2.** 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 14.

**Section 2.** 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.

**ARTICLE 8.  
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
Presidents' Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day .....	2nd Monday in October
Veterans' Day .....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25

Per § 2-18-603, MCA, each full-time employee of an agency specified in § 2-18-101(1), MCA, is entitled to one floating holiday each calendar year. Each part-time employee of

an agency specified in § 2-18-101(1), MCA, is entitled to one floating holiday each calendar year that must be calculated proportionally to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. A short-term worker or student intern may not receive a floating holiday.

**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 9. NOTIFICATION**

**Section 1.** The Department shall give the Federation 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.** The Federation 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 3.** After an applicant for a bargaining unit position accepts a job offer from the Employer, the Employer will notify the Federation 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 6, Section 5).

## **ARTICLE 10. LEAVES**

**Section 1.** Leave time will follow all applicable FWP, State, and MCA policies and laws.

**Section 2.** 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 Federation 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 Federation 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 3.** Educational Leave. The Employer and the Federation 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 Federation listing the names of those persons making requests and the disposition of such requests.

## **ARTICLE 11. 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 consecutive months.

**Section 2.** Discipline and Dismissal. The Employer may discipline or dismiss any employee who has completed their probationary period only for just cause and following due process. 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 consideration of discipline or dismissal. Any employee who has completed their probationary period may appeal any discipline or dismissal through the grievance procedure.

## **ARTICLE 12. 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 Federation 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.

### **ARTICLE 13. FEDERATION-MANAGEMENT RELATIONS COMMITTEE**

**Section 1.** The Employer and the Federation agree to the establishment of a Federation-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 two Federation representatives to attend up to: two Federation-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 14. GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential

grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

## **Section 2.** Grievance Procedure.

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

### **Step 4**

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

### **Step 5**

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

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

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

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

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

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

**Subsection 4.** Alternative procedures.

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

**Section 4.** Rules of Arbitration.

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

**Subsection 2.** Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be

arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

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

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

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

## **ARTICLE 15. SEVERABILITY**

**Section 1.** In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction, 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 16. NO STRIKE / NO LOCKOUT**

**Section 1.** During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 18.

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

## **ARTICLE 17. 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 Federation 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 18. TERM OF AGREEMENT

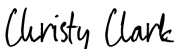
**THIS AGREEMENT** shall be effective as of July 1<sup>st</sup>, 2025, and shall remain in full force and effect through June 30<sup>th</sup>, 2027. If one of the parties to this Agreement desires to modify the terms hereof, it shall give the other party written notice of its intent to do so. In such 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 Federation shall have the right to engage in concerted activity after December 31, 2026, for matters pertaining to wages and economic benefits.

**THIS AGREEMENT** is signed and dated this 8/20/2025.

### THE STATE OF MONTANA:

Signed by:  
  
362E3999E28E4DB...  
 Karol Anne Davis, Chief Negotiator  
 State Office of Labor Relations

Signed by:  
  
FB3CB5FCEA5B41B...  
 Christy Clark, Director  
 Department of Fish, Wildlife and Parks

### THE FEDERATION:

Signed by:  
  
5B16E082DB3E472...  
 Justin Hawkaluk, Field Representative  
 MFPE

Signed by:  
  
283FE30252C04AC...  
 Erik Wenum, FWS President