

22-75

December 11, 1975

Mr. David Astle
Attorney at Law
705 Main Street
Kalispell, Mt 59901

Dear Mr. Astle:

The Board of Personnel Appeals at its meeting on November 9, 1975, considered your request for a change in the rules and regulations of the Board regarding the decertification procedures for teacher bargaining representatives. Mr. Jim McGarvey, Executive Director of Montana Federation of Teachers, was in attendance at this Board meeting and discussed the matter with us.

The Board recognizes the problem that you and Mr. McGarvey suggest, and is willing to consider an appropriate rule change.

To assist us with our deliberations we ask that you provide us at your earliest convenience, information in the following two areas:

(1) Recommended language on how we can change the sixty-ninety day provision in sub-chapter fourteen of the rules and regulations of the Board of Personnel Appeals to appropriately allow for the decertification of teacher bargaining representatives

(2) Recommended temporary relief this Board could provide your client regarding the representation matters in such cases as Victor and Kalispell Public Schools.

Sincerely,

Robert R. Jensen

RRJ:ts
cc: Jim McGarvey

LAW OFFICES
ASTLE AND ASTLE
ATTORNEYS AND COUNSELORS AT LAW
705 MAIN STREET
KALISPELL, MONTANA 59901

DAVID L. ASTLE
WILLIAM E. ASTLE

December 3, 1975

PHONE
(406) 756-9057

RECEIVED
DEC 5 1975
BOARD OF PERSONNEL APPEALS

State of Montana
Board of Personnel Appeals
Helena, MT 59601

Gentlemen:

I am writing this letter in regard to patent unfairness that exists in the rules and regulations of the Board of Personnel Appeals. This involves the 60-90 day ruling found in Subchapter 14 of the Rules and Regulations of the Board of Personnel Appeals, and more particularly as this rule applies to the teachers of the State of Montana. Because the teachers have to have their request for representation in November in order to fit within the rules of the School Boards and the teachers' laws and because all contracts end in May of each year, in order for a teacher organization to either represent a new unit or to be certified, places the new unit at a disadvantage and the existing unit in an unbelievably unfair advantage. It also places the teachers themselves in a precarious position. To demonstrate, if there is a move by a rival organization which has the support of the teachers to either represent a new unit or to decertify an existing unit, it would be incumbent upon the existing representative to quickly negotiate a new contract for the teachers even if this meant, and sometimes does, a disadvantage to the teachers. Thus this encourages mediocre representation to move contracts. It is my opinion that the application of this rule is patently unfair to the teachers and to their representatives and as such, should be modified with exceptions given to the teachers. I am sure this problem has been brought to your attention on several occasions, however, by this letter I am requesting that you review this matter and under the Montana Rules of Administrative Procedure, move to make these changes within the organization. I am writing this letter simply as a request to your Board to consider this rule change.

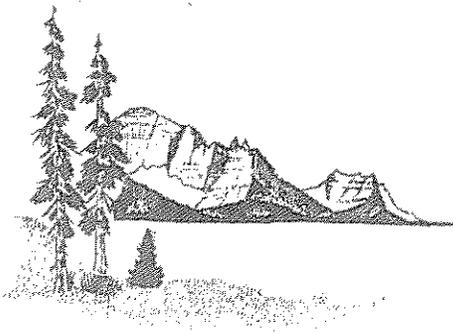
Very truly yours,

ASTLE & ASTLE

By:


David L. Astle

DLA:pt



PATRICK T. HAYDEN
SUPERINTENDENT

KEITH L. ALLRED
ASST. SUPERINTENDENT

Kalispell Public Schools

Phone 755-5015 - P.O. BOX 788 - KALISPELL, MONTANA 59901

FLATHEAD HIGH SCHOOL

KALISPELL JUNIOR HIGH
Northridge Heights

LINDERMAN SCHOOL

ELROD SCHOOL

RUSSELL SCHOOL

PETERSON AND
EDGERTON SCHOOLS

HEDGES SCHOOL

RECEIVED October 9, 1975

OCT 10 1975

BOARD OF PERSONNEL APPEALS

Board of Personnel Appeals
1417 Helena Avenue
Helena, Montana 59601

Sirs:

Along with this letter you will find a brief and concise counterpetition in the matter of the Kalispell Federation of Teachers' petition for unit determination and election, grades 9-12, Kalispell Schools. Previously (this morning) I sent you a far more detailed counterpetition, which contained our full argument against the KFT's petition.

Consistent with the telephone conversation that I had with a staff member of the Board of Personnel Appeals this afternoon, we wish the earlier, more lengthy counterpetition to be regarded as our pre-hearing argument. For the purposes of fulfilling the requirements of the Board of Personnel Appeals in filing a counterpetition, the enclosed should be regarded as our official counterpetition, and therefore only a copy of the enclosed brief counterpetition should be forwarded to the Kalispell Federation of Teachers prior to the hearing.

Please keep the earlier more detailed counterpetition on file and for the information of the hearing officer prior to any hearing which might be held on this matter.

Sincerely,

Patrick T. Hayden
Superintendent

pth/pw
enc.

To: Board of Personnel Appeals

From: Patrick T. Hayden, Superintendent for the Board of Trustees, Kalispell Schools

Subject: Counterpetition in the matter of the KFT's Petition for Unit Determination and Election

1. The Employer disagrees with the KFT's petition that grades 9-12 be designated as the bargaining unit on the grounds that
 - a. The long-standing existing unit is and has been grades 1-12 (K-12 since the establishment of kindergarten.
 - b. The Board of Trustees has a prior and existing negotiated contract with the KEA (Copy enclosed)
 - c. The Board of Trustees has previously recognized the KEA as the representative of grades 1-12.
 - d. The unit proposed by the KFT would result in a partial decertification.
 - e. The KFT's petition to represent only grades 9-12 is contrary to the Board of Personnel Appeals rules for determining appropriate units.
 - f. 9-12 representation would be contrary to and conflict with the mission, rights, and responsibilities of the Board to provide the best possible education for all students, K-12.
2. The employer contends that the existing bargaining unit, grades K-12, is the appropriate bargaining unit.
3. The employer's proposed unit (which is the existing unit) includes 239 employees.
4. Expiration date of existing contract: July 1, 1976. (See enclosed existing contract.)