

BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNIT DETERMINATION
NO. 18-77

MONTANA PUBLIC EMPLOYEES ASSOCIATION,

Petitioner,

vs

HELENA SCHOOL DISTRICT NO. 1,
Employer,

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,

Intervenor,

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA,

Intervenor.

ORDER.

* * * * *

A Proposed Findings of Fact, Conclusions of Law and Recommended
Order was issued in the above-entitled matter on December 23, 1977.

Exceptions to that Proposed Order were filed by Laborers'
International Union of North America, on February 2, 1978.

Oral argument was heard from all parties concerned on Feb-
ruary 16, 1978.

There were also four positions which the employer petitioned
to be excluded from the unit on the basis that they were supervisory,
purchasing agent, transportation coordinator, storekeeper, and
administrative assistant. The four positions in question were
excluded from the proposed unit by the hearing examiner because
they did not have the necessary community of interest with the
other positions in the unit. Such exclusion renders the question
of whether or not the four positions in question were supervisory
moot. Therefore any discussion in the hearing examiner's decision
concerning whether or not the four positions in question were
supervisory shall be excluded from the final order of the Board,
including conclusion of law number 2.

In all other matters the Board sustains and adopts for its
Order the decision of the hearing examiner.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

IT IS THEREFORE ORDERED:

1. That all reference to the four positions - purchasing agent, transportation coordinator, storekeeper, and administrative assistant as to their supervisory capacity is deleted from the proposed findings.

2. As amended the Hearing Examiner's Findings of Fact, Conclusions of Law and Proposed Order are adopted as the Unit Determination of this Board.

Dated: February 28, 1978

BOARD OF PERSONNEL APPEALS
By Brent Cromley
Brent Cromley
Chairman

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

CERTIFICATE OF MAILING

I, Trenna Scoffield, hereby certify and state that I did on the 28th day of February, 1978, mail a true and correct copy of the Order in UD#18-77 to the following persons:

Mr. C. W. Leaphart Jr.
Attorney
1 N. Last Chance Gulch
Helena, Mt 59601

Maynard Olson
Supt. of Schools
P. O. Box 5417
Helena, Mt 59601

Laborer's Union
Local #254
110 N. Warren
Helena, Mt 59601

Joe Duffy
Attorney
P. o. Box 186
Great Falls, Mt 59401

Tom Schneider
MPEA
P. O. Box 5600
Helena, Mt 59601


Trenna Scoffield

BEFORE THE BOARD OF PERSONNEL APPEALS

1
2 IN THE MATTER OF UNIT DETERMINATION)
NO. 18-77)
3 MONTANA PUBLIC EMPLOYEES ASSOCIATION,)
4 Petitioner,)
5 -vs-)
6 HELENA SCHOOL DISTRICT NO. 1,)
7 Employer,)
8 AMERICAN FEDERATION OF STATE, COUNTY,)
AND MUNICIPAL EMPLOYEES,)
9 Intervenor,)
10 LABORERS' INTERNATIONAL UNION OF)
NORTH AMERICA,)
11 Intervenor.)

) FINDINGS OF FACT,
) CONCLUSION OF LAW,
) AND
) RECOMMENDED ORDER

12 * * * * *

13 On September 15, 1977, a petition was filed by the Montana
14 Public Employees Association (MPEA) for a new unit determination
15 and election proposing that all clerical employees of the Em-
16 ployer in School District No. 1 and Helena VoTech including all
17 secretaries, bookkeepers, purchasing agent, head of transporta-
18 tion, district bus drivers, storekeeper, storekeeper helper,
19 electronic repairman, and electronic repairman helper be included
20 in a bargaining unit; and that management officials, supervisory
21 personnel, and members of other unions be excluded.

22 By letter dated September 21, 1977, the Employer proposed to
23 exclude the Purchasing Agent, Storekeeper, Transportation Super-
24 visor, and Administrative Assistant, Helena Vo-Tech Center posi-
25 tions from any bargaining unit.

26 On September 29, 1977, the American Federation of State,
27 County, and Municipal Employees, Council No. 9 (AFSCME) filed a
28 petition to intervene proposing exactly the same inclusions and
29 exclusions as those set forth in the petition filed by the Mon-
30 tana Public Employees Association.

31 On October 5, 1977, the Laborers' International Union of
32 North America, Local No. 254, (LABORERS) filed a petition to

1 intervene proposing that the unit include all employees in the
2 accounting department, secretarial pool, purchasing department,
3 and warehouse employed at the Administration Service and Business
4 Office of School District No. 1. At the hearing the Laborers
5 proposed to exclude the position of Business Manager presently
6 occupied by John P. Campbell.

7 Under authority of Title 59, Chapter 16, R.C.M. 1947, a
8 hearing was held on October 31, 1977 to determine the appropriate
9 unit for the purpose of collective bargaining. Mr. Jim Adams
10 represented the Montana Public Employees Association, Mr. Joe
11 Duffy represented the Laborers' International Union of North
12 America, Ms. Nadiean Jensen represented the American Federation
13 of State, County, and Municipal Employees and Mr. James Weir
14 represented Helena School District No. 1.

15 ISSUES

16 1. What is the appropriate unit for the purpose of col-
17 lective bargaining among the employees of Helena School District
18 No. 1?

19 2. Are the Purchasing Agent, Transportation Coordinator,
20 Storekeeper, or Administrative Assistant supervisory personnel?

21 RULINGS ON THE

22 ADMISSIBILITY

23 OF OFFERED EVIDENCE

24 1. The Laborers objected to a question by MPEA of Mr. Weir
25 concerning whether he thought it would be difficult to negotiate
26 an agreement with a bargaining unit such as the one proposed by
27 MPEA. The answer was improperly allowed. It has been disre-
28 garded in arriving at the decision here.

29 2. The Employer submitted a letter on behalf of two secre-
30 taries which asked that the Hearing Examiner determine that the
31 Laborers' petition to intervene was invalid. The letter was
32 properly not allowed.

1 3. The Laborers objected to a question by MPEA of Mr.
2 Campbell concerning his employees' interaction with other em-
3 ployees elsewhere in the School District. The objection was
4 properly sustained.

5 4. Both the Laborers and MPEA objected to the Hearing
6 Examiner asking Mr. Campbell which salary increases previously
7 given exceeded those of the secretaries, on a percentage basis.
8 I have disregarded Mr. Campbell's testimony on this point in
9 arriving at this decision.

10 5. The Laborers objected to MPEA asking Mr. Campbell if
11 his office was an entity. The objection was properly sustained.

12 6. The MPEA objected to the Laborers asking Mr. Campbell
13 if a secretary from C. R. Anderson could go to Helena Junior High
14 or Broadwater and perform the duties of a secretary there. The
15 question was properly allowed.

16 7. The MPEA objected to the Laborers asking Mr. Johnson to
17 which labor organization the employees of the Business Office and
18 warehouse wished to belong. The objection was properly sus-
19 tained.

20 8. The Laborers objected to the Employer asking Mr. John-
21 son why he had not requested to be included in the clerical
22 group. I allowed the testimony for what it was worth; however,
23 no weight has been given it in deciding this matter.

24 9. The MPEA objected to the Laborers asking Mr. Johnson
25 whether he had a closer relationship to the people in the Busi-
26 ness Office as opposed to other units of the Employer. The
27 objection was properly overruled.

28 10. The MPEA objected to the Laborers asking Ms. Henderson
29 if she felt there is "an integration of what they do in the
30 office with one another." I allowed the testimoney for what it
31 was worth; however, no weight has been given it in deciding this
32 matter.

1 Office, Administration Building, Vo-Tech Center, Helena High
2 School, and Special Services.

3 7. Ten-month clerical employees work at the different
4 schools throughout the District from two weeks before school
5 starts until two weeks after school closes.

6 8. Ten-month employees' vacation time corresponds with
7 those days when the schools are on holiday.

8 9. Both ten- and twelve-month employees are full-time,
9 continuing employees of the District.

10 10. The Board of Trustees, through a committee, negotiates
11 with representatives of the custodians, the crafts and the
12 teachers on a District-wide basis.

13 11. The Board, through a committee, has met over the past 5
14 or 6 years with representatives of the ten- and twelve-month
15 clerical personnel to discuss wages.

16 12. Prior to the last salary adjustment for clerical per-
17 sonnel, the ten- and twelve-month secretarial salaries had been
18 the same; however, a later agreement was reached whereby the
19 twelve-month secretaries received more because of their level of
20 responsibility.

21 13. The workday for all clerical personnel is the same and
22 does not vary from ten-month to twelve-month employees.

23 14. Direct supervision over employees varies from function
24 to function and from one physical location to another; however,
25 overall responsibility for general personnel administration rests
26 with Mr. Weir, Assistant Superintendent, General Administration.

27 15. The Board, through its committee, negotiates with the
28 teachers and others around a salary matrix which differentiates
29 between experience and responsibility.

30 16. Mr. John Campbell is the Business Manager of the Em-
31 ployer, is directly responsible to the Assistant Superintendent
32 for General Administration and has 13 subordinate employees of

1 which four report directly to him including the Purchasing Agent,
2 Transportation Supervisor, Payroll Accountant and Computer
3 Supervisor.

4 17. The ultimate authority to hire, fire, transfer and
5 promote District personnel rests with the Board of Trustees which
6 has delegated that authority to Mr. Weir with whom Mr. Campbell
7 confers when he hires, fires, transfers or promotes employees
8 under his supervision.

9 18. Over the last five or six years, the salaries of ten-
10 and twelve-month clerical personnel including secretaries and
11 bookkeepers have been set through informal negotiations between
12 representatives of the clerical workers and a committee of the
13 Board.

14 19. The salaries of the Transportation Coordinator, Pur-
15 chasing Agent, Storekeeper and Administrative Assistant at the
16 Vo-Tech Center are not included in the clerical salary matrix but
17 are set on an individual basis; however, the Administrative
18 Assistant was considered to be a part of the clerical group of
19 employees until approximately May of 1976 at which time the
20 duties of the position were changed.

21 20. Mr. Campbell, the Employer's Business Manager, does not
22 represent the School District in its negotiations with the craft
23 council, custodians, teachers or in the informal sessions with
24 the clerical personnel; nor do any of the other heads of the
25 different units of the District.

26 21. The duties and responsibilities of the Purchasing Agent
27 do not include making the final decision regarding the hiring,
28 firing, promoting and transferring of the Storekeeper.

29 22. Time off for the Storekeeper is granted by Mr. Camp-
30 bell, not by the Purchasing Agent.

31 23. No one acts for the Business Manager during his absence
32 including Mr. Johnson; emergency decisions would be made by Mr.

1 Weir.

2 24. The Purchasing Agent's primary responsibility is to
3 insure that maximum benefit is derived from the expenditure of
4 Employer funds; other activities performed include the initiation
5 of contracts with vendors, obtaining and studying prices, pur-
6 chasing by competitive bidding, examining price trends and market
7 conditions, investigating quantity and quality, preparing bidding
8 documents, monitoring purchase requisitions, and developing the
9 necessary records and reports.

10 25. The Transportation Coordinator, Mr. Chuck Smith, does
11 not hire employees, adjust their grievances, nor grant them time
12 off; Mr. Campbell assumes those responsibilities.

13 26. The Transportation Coordinator's primary responsibility
14 is to insure that safe and efficient transportation is provided
15 to students; other activities engaged in include developing and
16 administering a transportation program, preparing bus routes and
17 schedules, preparing and administering a budget, maintaining
18 safety standards and making necessary reports.

19 27. The Storekeeper's responsibilities are to receive goods
20 shipped to the Employer and account for their accuracy, to de-
21 liver goods to the schools, to receive mail and distribute it to
22 the schools, to receive and fill supply orders and to perform
23 pickup and delivery duties.

24 28. The Administrative Assistant position at the Vo-Tech
25 Center is occupied by Mrs. Irene Theurer; it was changed by the
26 Employer last year from a clerical duties position to one having
27 responsibility for assisting the Center Director in such areas as
28 budgeting, inventory, purchasing, scheduling, developing programs
29 and procedures, preparing reports, answering inquiries concerning
30 agency policy, and doing related work.

31 29. Bus Drivers transport students from one location to
32 another by driving a bus.

1 rules and regulations of the Board, A.R.M. 24-3.8(10)-S8000(1),
2 provide that a unit may consist of all the employees of the
3 employer, any department, division, bureau, section, or combina-
4 tion thereof if found to be appropriate by the Board. Section
5 59-1602(3) R.C.M. 1947 defines supervisory employee as "...one
6 having authority in the interest of the employer to hire, trans-
7 fer, suspend, lay off, recall, promote, discharge, assign, re-
8 ward, discipline other employees, having responsibility to direct
9 them, to adjust their grievances, or effectively to recommend
10 such action, if in connection with the foregoing, the exercise of
11 such authority is not of a merely routine or clerical nature, but
12 requires the use of independent judgment."

13 The employer seeks to have excluded from any bargaining unit
14 four positions currently occupied by the incumbent Purchasing
15 Agent, Transportation Supervisor (also referred to as Transpor-
16 tation Coordinator), Storekeeper and Administrative Assistant at
17 the Vo-Tech Center. The first three of these positions are under
18 the direct supervision of Mr. John Campbell, Business Manager for
19 the Employer. Mr. Campbell has a total of thirteen employees who
20 work for him, four of them report directly to him. He confers
21 with Mr. Weir, Assistant Superintendent for General Administra-
22 tion regarding the hiring, firing, and transferring of personnel
23 under his supervision. The actual word of mouth decision on such
24 matters is verbalized by Mr. Campbell; however, according to his
25 testimony, he confers with Mr. Weir who has overall personnel
26 administration responsibility for the Employer. If Mr. Campbell,
27 the person to whom the Purchasing Agent, Transportation Coor-
28 dinator, and Storekeeper are responsible, makes recommendations
29 concerning those personnel actions mentioned in the statute, can
30 we say that his subordinates also make effective recommendations
31 which require the use of independent judgment? I think not. In
32 such a small organization it would be unreasonable to infer that

1 supervisory responsibility is possessed by the three employees
2 mentioned above. They no doubt serve as leadworkers in some
3 instances, answer questions of lesser experienced employees and
4 relay specific instructions, given by the Business Manager, to
5 other employees. The Employer asks us to believe that there are
6 four levels of supervisory authority beginning with Mr. Weir and
7 going on through Mr. Campbell, Mr. Johnson, and finally to the
8 Storekeeper who "supervises" one person. And, all of these
9 "supervisors" come from a total of fourteen people. I cannot
10 agree with such a proposition. Below Mr. Weir there exists only
11 one other supervisory level. None of these three individuals
12 functions at that level nor do they possess the authority from
13 the employer to function at such a level. Class specifications,
14 or job descriptions as they were referred to at the hearing,
15 submitted into evidence by the Employer are in conflict with
16 testimony given by witnesses at the hearing, i.e., the class
17 specifications in some cases indicate that the position has
18 supervisory responsibility, but they have never been distributed
19 to the employees affected. In fact, the testimony of all the
20 witnesses who answered questions on the subject was to the effect
21 that only the Business Manager has supervisory authority. The so
22 called job descriptions do not necessarily reflect actual duties
23 and responsibilities.

24 The fourth position which the Employer wishes to exclude
25 from a bargaining unit is the Administrative Assistant at the Vo-
26 Tech Center. The only evidence submitted to prove the allegation
27 that the incumbent is a supervisor was a letter from the director
28 of the Center to the Superintendent asking for approval to redesi-
29 gnate the position and stating briefly that it "would have
30 supervision over office personnel as assigned." Since there is
31 not substantial evidence in the record to support the conclusion,
32 I cannot find that the position is supervisory. There is nothing

1 to show that personnel have been assigned to the incumbent, or
2 that, if they have, the incumbent's duties and responsibilities
3 meet the test of a supervisor as set forth in the statute.

4 With respect to unit determinations, which the Board of
5 Personnel Appeals must make, the statute only gives the purpose:
6 "to insure employees the fullest freedom in exercising the rights
7 guaranteed by this act, ..." and the factors to be considered:
8 "community of interest, ..." It does not indicate which, if any,
9 factors should be given more weight than others. In fact, "com-
10 munity of interest" is listed as a factor to be considered along
11 with other factors such as wages, hours, etc. Actually, those
12 other factors are what one must consider in deciding whether a
13 given group of employees have a community of interest; it is the
14 end rather than the means of getting to that end. In my opinion,
15 if it can be shown that a certain group of employees has a
16 greater community or mutuality of interest in wages, hours,
17 working conditions, etc. than any other group of employees, then
18 the appropriate unit for the purpose of collective bargaining is
19 that group with the greater common interest. It makes no dif-
20 ference whether the unit is one proposed by any of the parties to
21 the formal unit determination hearing. The Board's responsi-
22 bility is to decide the unit appropriate for the purpose of
23 collective bargaining. If that differs from the units proposed
24 by labor organizations or employers, the latter's proposals will
25 have to be denied and the Board's judgment substituted therefor.
26 The Act requires that the Board determine the appropriate unit;
27 it does not require that it accept units as proposed by one of
28 the adversaries.

29 In its effort to make unit determinations based on sound
30 criteria, the Board must look at those factors mandated by the
31 statute and it may look at other factors which will assist in
32 determining that community of interest.

1 In the present case we have two proposals: (1) a large unit
2 made up of all the Employer's unorganized employees including
3 office clerical, professional, technical, and craft, and (2) a
4 small unit comprised of the twelve-month employees in three
5 locations including office clerical, professional and craft.
6 Each of the proponents would have his unit determined appro-
7 priate. The Employer did not propose any unit. Its only appar-
8 ent interest was in excluding the above-mentioned positions. The
9 Laborers contend that the ten-month employees should not be
10 placed in a unit with twelve-month employees because they do not
11 have the same interest. I find that difficult to accept. Both
12 ten- and twelve-month office clerical employees have similar
13 wages, fringe benefits, working conditions, personnel policies,
14 hours and a history of meeting and conferring with a centralized
15 management.

16 There is no other group of the Employer's unorganized em-
17 ployees about which the same statement can be made. Only the
18 office clerical workers including the secretaries, clerks and
19 bookkeepers have that many of the factors, which must be con-
20 sidered, in common. However, in addition to those similarities,
21 the office clerical workers also have similar duties (clerical as
22 opposed to professional, technical or craft) which require that
23 they possess similar skills (again, clerical skills such as
24 typing, filing, posting, operating office machines, answering
25 routine inquiries, etc.).

26 None of the other positions which have been proposed to be
27 included in a unit share as many similarities as do the office
28 clericals. Clearly the electronic repair workers', bus drivers',
29 and storekeepers' wages, working conditions and history of bar-
30 gaining are not similar to that of the office clerical employees.
31 The purchasing agent's wages and bargaining history are not simi-
32 lar to the office clerical's. The duties and skills of none are

1 similar to the office clericals.

2 The Laborers cited several NLRB cases in its brief. I do
3 not believe that any of them should be adopted by the Board of
4 Personnel Appeals as controlling here. In Phelps Dodge Corpora-
5 tion, 29 LRRM 1405 (1952), the NLRB held that three separate
6 units of employees represented by three different craft unions
7 were appropriate for collective bargaining since the bargaining
8 history for the past ten years had been on a craft union basis
9 exclusive of the smelter division. With respect to the smelter
10 division the Board held that a fourteen month history of craft
11 bargaining did not exclusively establish a bargaining pattern.
12 If anything is supported by the holding in Phelps, it is that a
13 unit should be along occupational lines where there has been a
14 history of bargaining.

15 In T. C. Wheaton, 14 LRRM 142, the Board held that packers
16 and sorters did not constitute an appropriate unit, although the
17 employer had bargained with them informally for eighteen years,
18 because they were not distinguishable in respect to skill or
19 function from other miscellaneous employees. The office clerical
20 employees of Helena School District do possess skills which are
21 different and do function in a manner which is unique to other
22 positions which have been proposed to be included in a unit.

23 The NLRB in Rainbow Lithographers, 18 LRRM 1317, held that
24 paper cutters may, if they so indicate in a self-determination
25 election, constitute a separate unit, even where there was a ten
26 year history of collective bargaining on an industrial basis.
27 Again, we see that a separate unit was found to be appropriate
28 because of the nature of the skills of the workers, i.e., a craft
29 unit for paper cutters who no doubt possessed unique skills and
30 performed distinguishable functions for the employer.

31 In Paramount Press, Inc., 76 LRRM 1069, the Board, among
32 other things, held that a separate unit of lithographic produc-

1 tion employees was appropriate, although it was contended that
2 preparation operations, composing functions, etc. should have
3 been included in the unit. The Board based its decision on the
4 fact that there was virtually no interchange between composing
5 and preparation employees. There are very distinguishable skills
6 in the graphic arts industry, as the Board points out. This
7 would of necessity preclude any significant amount of interchange
8 among employees; therefore, it is understandable that a separate
9 unit was found to be appropriate. However, the skills of office
10 clerical employees are also distinguishable from other employees
11 in the District.

12 In Capitol City, Inc. 86 LRRM 1497, the Board found an
13 appropriate unit based on the distinct skills, lack of inter-
14 change, separate work area, immediate supervision, higher average
15 wages and limited contact with other employees.

16 In St. Catherine's Hospital, 89 LRRM 1071, three separate
17 units were found to be appropriate, i.e., business office em-
18 ployees, technical employees, and service and maintenance em-
19 ployees. Medical records employees were not included with the
20 business office employees because of the physical location of
21 their work area and because they had more of a community of
22 interest with employees in the service and maintenance unit.
23 Beginning with Mercy Hospitals of Sacramento, 89 LRRM 1097, and
24 going through several health-care industry cases including
25 Konawha Valley Hospital, 89 LRRM 1451; Gnaden, Huetten Memorial
26 Hospital, 89 LRRM 1761 and Sisters of St. Joseph, 89 LRRM 1083,
27 cited by the Laborers, the NLRB has recognized a distinction
28 between business office clerical employees and other types of
29 clerical employees. The Board based that distinction on its
30 belief that those other clericals "were more closely related to the
31 functions served by employees in the service and maintenance
32 unit." Two points are worth noting: (1) Congress directed that

1 there be no undue proliferation of bargaining units when it
2 enacted the 1974 health-care amendments to the Labor Management
3 Relations Act, and (2) the NLRB has excluded other clericals from
4 the business office clerical units because they work more closely
5 with members of the service and maintenance units. The NLRB
6 holds simply that those other clericals are closer to members of
7 another unit than they are to the clericals in the business
8 office because they perform different functions in different work
9 areas under separate supervision.

10 As discussed earlier, all of the office clerical workers in
11 School District No. 1 have a history of meeting and conferring
12 with the employer's representative and they have similar wages,
13 hours, fringe benefits, working conditions and personnel poli-
14 cies. There is some integration of their work functions. Clear-
15 ly, the skills required of a secretary at a school do not differ
16 from those required of a secretary in the Business Office or
17 Administration Building. The same can be said of bookkeepers and
18 clerical workers. For these reasons, office clerical workers in
19 a public school system are distinguishable from those "other
20 clericals" working for hospitals and other health-care industries
21 in the private sector.

22 I believe the appropriate unit for those unorganized em-
23 ployees of School District No. 1 is best found by applying the
24 general criteria set forth by the NLRB in Continental Baking Co.,
25 30 LRRM 1119. There the Board said "first and foremost is the
26 principal that mutuality of interest in wages, hours and working
27 conditions is the prime determinant of whether a given group of
28 employees constitutes an appropriate unit. In deciding whether
29 the requisite mutuality exists, the Board looks to such factors
30 as the duties, skills and working conditions of the employees
31 involved, and especially to any existing bargaining history. In
32 relevant cases the Board also considers the extent of organiza-

1 tion and the desires of employees where one of two units may be
2 equally appropriate. Where the employees of more than one plant
3 of an employer are involved, such factors as the extent of inte-
4 gration between plants, centralization of management and super-
5 vision, employee interchange and the geographical location of the
6 several plants are also considered." The NLRB has interpreted
7 common interest among employees to include similarity of duties,
8 similarity of wages, hours, and working conditions, similarity of
9 fringe benefits and common supervision.

10 As I have concluded below, the appropriate unit for the
11 purpose of collective bargaining is one comprised of both twelve-
12 month and less-than-twelve-month office clerical employees. Such
13 unit does not include certain positions included on the petitions
14 of the labor organizations because, in my opinion, they do not
15 have a mutuality of interest with the office clerical employees.
16 In anticipation of the argument being made that those employees
17 whom I have excluded from this unit will, in effect, be denied
18 rights guaranteed under Section 59-1606 R.C.M. 1947; I should
19 point to the fact that they have the same rights now which they
20 had before. They are free to contact any labor organization
21 concerning representation and initiating proceedings necessary to
22 be included in an appropriate unit. The determination made here
23 only concludes that they are not appropriately included in this
24 office clerical unit.

25 CONCLUSIONS OF LAW

26 1. The appropriate unit for the purpose of collective
27 bargaining under Title 59, Chapter 16, R.C.M. 1947 is one com-
28 prised of all office clerical personnel employed by Helena
29 School District No. 1 and the Helena Vo-Tech including all full-
30 and part-time secretaries, bookkeepers, clerks, clerk typist, but
31 excluding those employees who are members of other certified
32 bargaining units, bus drivers, electronic repair workers, admin-

1 istrative assistant, purchasing agent, transportation coordi-
2 nator, storekeepers, and supervisory personnel and management
3 officials as defined by the Act.

4 2. The Purchasing Agent, Transportation Coordinator,
5 Storekeeper, and Administrative Assistant are not supervisory
6 employees as defined in Section 59-1602(3) R.C.M. 1947.

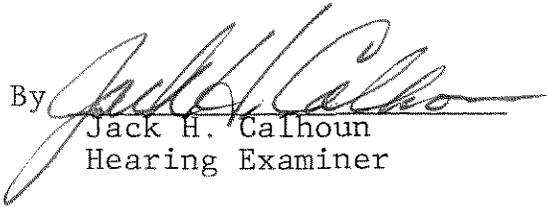
7 RECOMMENDED ORDER

8 That an election by secret ballot be conducted as early as
9 possible, in accordance with the rules and regulations of the
10 Board of Personnel Appeals, ARM 24-3.8(18)-S8150 through S8260,
11 among the employees in the appropriate unit described above to
12 determine whether they desire to be represented for the purpose
13 of collective bargaining.

14 That any exceptions to these Findings of Fact, Conclusions
15 of Law, and Recommended Order be filed within twenty (20) days of
16 service with the Board of Personnel Appeals, Aspen Court Build-
17 ing, 35 South Last Chance Gulch, Helena, Montana, and that if no
18 exceptions are so filed within that time, this Recommended Order
19 become the Final Order.

20 Dated this 23rd day of December, 1977.

21
22 BOARD OF PERSONNEL APPEALS

23
24 By 
25 Jack H. Calhoun
26 Hearing Examiner
27
28
29
30
31
32

CERTIFICATE OF MAILING

I, Marian A. Collins, hereby certify that on the 13rd day of December, 1977, I mailed a true and correct copy of the above FINDINGS OF FACT, CONCLUSION OF LAW, AND RECOMMENDED ORDER to the following:

Mr. Joe Duffy
Attorney at Law
315 Davidson Building
Great Falls, MT 59401

Mr. Jim Adams
MPEA
P. O. Box 5600
Helena, MT 59601

AFSCME
600 North Cooke Street
Helena, MT 59601

Mr. Maynard Olson
Superintendent of Schools
P. O. Box 5417
Helena, MT 59601

Laborer's Union
Local #254
110 North Warren
Helena, MT 59601

Mr. Jim Weir
Assistant Superintendent
P. O. Box 5417
Helena, MT 59601

Marian A. Collins
Marian A. Collins