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STATE OF MONTANA  
BEFORE THE BOARD OF PERSONNEL APPEALS

\* \* \* \* \*

IN THE MATTER OF UNIT DETERMINATION NO. 20-85:

INTERNATIONAL UNION OF ELEVATOR )  
CONSTRUCTORS, LOCAL #60, )  
 )  
Petitioner, )  
 ) FINAL ORDER  
vs. )  
 )  
MONTANA UNIVERSITY SYSTEM, )  
 )  
Respondent. )

\* \* \* \* \*

Findings of Fact, Conclusions of Law and a Recommended Order were issued by Hearing Examiner Linda Skaar on August 8, 1987.

Exceptions to the Findings of Fact, Conclusions of Law and Recommended Order were filed by the Montana University System, Sue Romney, on September 10, 1986.

After reviewing the record, considering the briefs and oral arguments, the Board orders as follows:

1. The Board hereby affirms the Findings of Fact issued by Hearing Examiner Linda Skaar in her decision of August 8, 1986.

2. That the Discussion portion and the Conclusions of Law and Recommended Order sections of the August 8, 1986 decision by Hearing Examiner Skaar are modified as follows. The Board has determined that Hearing Examiner Skaar applied an erroneous legal test to the facts of this case. The facts of this case indicate that the positions currently occupied by Clay Ford and Tom Bratlien are positions currently and since their beginning, represented by IBEW. This action, UD No. 20-85, represents an attempt at a partial decertification of the existing IBEW bargaining unit to form a smaller unit comprised of two elevator

1  
2 repairmen which then would be represented by the International  
3 Union of Elevator Constructors. The Hearing Examiner employed a  
4 craft severance test used by the NLRB pursuant to the authority of  
5 Section 9(b)(2) of the LMRA amendments of 1947. This Board has  
6 never employed the craft severance principle in deciding cases and  
7 finds that there are insufficient facts warranting the use of the  
8 craft severance test in this case. We therefore do not reach the  
9 issue of whether this Board has the authority to adopt the craft  
10 severance test in the absence of specific statutory language in  
11 the Montana Act similar to Section 9(b)(2) of the LMRA.

12 This Board believes that it is appropriate to analyze the  
13 facts of this case to determine whether a partial decertification  
14 of an existing bargaining unit is warranted. As seen from the  
15 following precedent of this Board, this Board has consistently  
16 from its beginning to as recently as January of 1986 ruled that  
17 partial decertification of an existing bargaining unit is not  
18 allowable under the Act. Teamsters Local No. 45 v. Montana  
19 Highway Department (1974); D. C. #5 - Department of Highways  
20 (1975); D. C. #6-1976, Kalispell Public Schools (1976);  
21 Declaratory Judgment #1 - 1976, In the Matter of the Petition of  
22 Montana Public Employees Association for Declaratory Ruling in  
23 Respect for Unit Modification and Clarification (1976); Montana  
24 Federation of Teachers v. Great Falls School District #1 and Great  
25 Falls Education Association, D. C. #3-1979; D. C. #4-1979, Helena  
26 VoTech (1979); Frank L. Fleisner, et al. v. Local No. 1023,  
27 International Brotherhood of Painters and Allied Trades and Public  
28 Employees Craft Council, D. C. #2-1981 (1983); D. C. #19-85,  
29 Teamsters Union v. AFSCME and Department of Highways, (1986).  
30 There is nothing in the facts of this case warranting a deviation  
31 by the Board from its precedent on this issue.

32 This Board believes that its policy against partial  
decertification of an existing bargaining unit is consistent with

1 the policy of the Act set forth in 39-31-101 and with the  
2 statutory factors to be considered for an appropriate bargaining  
3 unit found in Section 39-31-202, MCA.

4 Accordingly, this Board orders as follows:

5 1. That the Unit Determination No. 20-85 be dismissed on  
6 the grounds that it is an attempted partial decertification of an  
7 existing bargaining unit, and therefore, it is an inappropriate  
8 action, and also and separately such action is hereby denied by  
9 the Board.

10 Dated this 3rd day of February, 1987.

12 BOARD OF PERSONNEL APPEALS

13  
14 BY Alan L. Joscelyn  
15 ALAN L. JOSCELYN, Chairman

17 CERTIFICATE OF MAILING

18 I Jennifer Jacobson, do certify that a true and  
19 correct copy of this document was mailed to the following on the  
4th day of February, 1987.

20 David F. Landon  
21 International Union of Elevator  
22 Constructors  
P. O. Box 140  
Edgar, MT 59026

23 Sue Romney  
24 Montana University System  
33 S. Last Chance Gulch  
Helena, MT 59620

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STATE OF MONTANA  
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNIT DETERMINATION NO. 20-85:

INTERNATIONAL UNION OF ELEVATOR	)	
CONSTRUCTORS, LOCAL #60, AFL-CIO	)	
	)	
Petitioner,	)	FINDINGS OF FACT;
	)	CONCLUSIONS OF LAW;
and	)	RECOMMENDED ORDER
	)	
MONTANA UNIVERSITY SYSTEM	)	
	)	
Respondent.	)	

\* \* \* \* \*

A petition for new unit determination and election was filed by petitioner on October 9, 1985, proposing a unit comprised of elevator maintenance men. Respondent filed a counter petition on October 31, 1985, disagreeing with the Petitioner's proposed unit. Respondent claims that the two elevator maintenance men now employed at Montana State University are classified as Equipment and Instrument Repair Worker I, and, as such are covered by the collective bargaining agreement between the Montana University System and the International Brotherhood of Electrical Workers.

A hearing to determine the appropriate unit was held before Linda Skaar, Hearing Examiner on January 24, 1986. The International Union of Elevator Constructors was represented by David F. Landon. The Montana University System was represented by Sue Romney.

The hearing was held under the authority of Section 39-31-207 MCA and in accordance with the Administrative Procedures Act, Title 2, Chapter 4, MCA.

Having carefully reviewed the entire record including sworn testimony and evidence, these are my findings of fact:

FINDINGS OF FACT

1. On March 10, 1975, the Board of Personnel Appeals determined a unit at Montana State University as "all

1 non-exempt classified employees of Montana State University  
2 excluding those classified employees of Montana State  
3 University presently within a bargaining unit represented by  
4 a bargaining agent." After an election and certification,  
5 the exclusive representative and the employer clarified the  
6 unit by stipulation. In this stipulation the Montana Public  
7 Employees Association and the University listed specific job  
8 classification titles which were included in the unit.  
9 Among these titles were Equipment and Instrument Repair  
10 Workers I and II. However, the 1975 contract between the  
11 Montana University System and the International Brotherhood  
12 of Electrical Workers also listed Equipment and Instrument  
13 Repair Workers as part of that bargaining unit.

14 In practice, Instrument and Repair Workers at Montana  
15 State University have worked in academic departments or  
16 research laboratories maintaining and repairing "grasshopper  
17 cages" and laboratory instruments. They have been assigned  
18 to the MPEA bargaining unit. What evidence there is  
19 indicates that the Equipment and Instrument Repair Workers  
20 listed in the 1975 IBEW contract were at the University of  
21 Montana, not at Montana State University. There is no  
22 evidence on the record that individuals classified as  
23 Equipment and Instrument Repair Workers were actually part  
24 of the MSU/IBEW bargaining unit until the summer of 1984  
25 when two elevator maintenance technicians were hired and  
26 assigned to the IBEW unit.

27 2. In early 1984, Ed Rice, head of the Physical Plant  
28 at Montana State University decided to add two new employees  
29 whose duties would be to repair and maintain the elevators  
30 on campus. Previously, University elevators had been  
31 maintained by outside contractors.  
32

1           After a job description was written, the campus person-  
2 nel office classified the positions according to the state  
3 classification plan, assigned them to the IBEW bargaining  
4 unit and prepared a position vacancy announcement. The  
5 positions were classified as Maintenance Electrician, grade  
6 13. The vacancy announcement specified that the positions  
7 would be in the IBEW bargaining unit and that applicants  
8 were to have completed a formal four year electrical appren-  
9 ticeship program in elevator maintenance. No formal elec-  
10 trical apprenticeship program in elevator maintenance exists  
11 and there were no applicants for the positions. The jobs  
12 were then re-classified as Equipment and Instrument Repair  
13 Worker, grade 11 and re-advertised under the working title  
14 of Elevator Maintenance Technician. This time the vacancy  
15 announcement specified that the applicants have three years  
16 work experience maintaining or constructing hydraulic and  
17 traction elevators. This vacancy announcement also spec-  
18 ified the IBEW bargaining unit. The positions were both  
19 filled on August 20, 1984. One of the employees was subse-  
20 quently terminated during his probationary period and  
21 another person hired to replace him. The incumbents of the  
22 two positions are Clay Ford and Thomas L. Bratlien. Before  
23 being hired by Montana State University, both of these men  
24 had completed a structured on-the-job training program in  
25 elevator maintenance (the training program lasts a minimum  
26 of 3 years) and had been members of the International Union  
27 of Elevator Constructors.

28           3. The contract covering the IBEW bargaining unit and  
29 the new Instrument Repair Workers/elevator maintenance  
30 technicians expired on June 30, 1985. In negotiating a  
31 successor agreement, the University system attempted to  
32 clarify which Instrument Repair Workers belonged in which

1 unit. The 1985-87 agreement adds the words, "to university  
2 facilities" to the statement of the scope of the agreement.  
3 That statement now reads, "The scope of this agreement  
4 covers all electrical work coming under the nature of  
5 maintenance, repair and renovation to university facil-  
6 ities." The University system was unsuccessful in removing  
7 the job descriptions of the covered positions from the unit.  
8 The covered positions are Maintenance Electrician, Mainte-  
9 nance Foreman Electrician and Instrument and Repair Worker.

10 4. The unusual nature of Montana State University  
11 employing its own elevator maintenance technicians is  
12 exemplified by the national situation. The International  
13 Union of Elevator Constructors has one nationwide agreement  
14 with the elevator manufacturing companies. Owners of  
15 buildings with elevators ordinarily contract for maintenance  
16 and repair work and the workers are paid under this agree-  
17 ment. The I.U.E.C. has 23,000 members nationwide.

18 5. Elevator maintenance technicians must maintain and  
19 certify to the safety of the passenger elevators at Montana  
20 State University. Sections 50-60-701 and 702 MCA require  
21 that those who maintain and inspect elevators be certified  
22 by the Department of Commerce.

23 6. Shortly after being employed by Montana State  
24 University, Clay Ford contacted the International Union of  
25 Elevator Constructors who subsequently filed this Unit  
26 Determination Petition. He also discussed the situation  
27 with the I.B.E.W. The I.B.E.W. business agent told him the  
28 union would not enforce the agency shop provision in the  
29 contract nor attempt to collect dues until the question of  
30 representation was resolved. The I.B.E.W. has kept its word  
31 and neither man, Clay Ford nor Tom Bratlien have been asked  
32 to pay dues.

1 Prior to the hearing, Kenneth Olsen of the I.B.E.W.  
2 wrote the following letter to Dave Landon of the I.U.E.C.:

3 Dear Dave:

4 I have been advised that you are scheduled to  
5 meet with the University System personnel on  
6 January 24, 1986, concerning the two elevator  
7 maintenance people at Montana State University in  
8 Bozeman.

9 I am writing this letter to advise you, or  
10 whoever may be interested, that the IBEW strongly  
11 believes those people should be represented by  
12 your group.

13 My objective in this matter is to see to it  
14 that these people are properly represented.

15 Please advise if I can be of any assistance  
16 in securing that goal.

17 s/ \_\_\_\_\_  
18 Fraternally yours,  
19 Kenneth L. Olsen  
20 Business Manager #532

21 7. Part of elevator maintenance is electrical and  
22 part mechanical. The similarity of work between the campus  
23 electricians and the elevator maintenance technicians is the  
24 fact that elevators are run by electricity. This similarity  
25 has caused a problem. Even though elevator maintenance  
26 technicians are required to be certified by the state, the  
27 electrician's foreman has requested they not work on 110  
28 volt power supply.

29 8. Presently, workers at the Physical Plant at  
30 Montana State University are represented by nine different  
31 unions. The clerical employees are represented by MPEA  
32 while the others are represented by a variety of unions:  
Electricians, Plumbers, Stationary Engineers, Carpenters,  
Painters, Mechanics, Laborers, and Teamsters.

If they cannot be represented by the International  
Union of Elevator Constructors, the two employees would  
prefer to be represented by the I.B.E.W.

1 DISCUSSION

2 The 1947 Taft Hartley amendments to the National Labor  
3 Relations Act added section 9(b)(2) which provides:

4 "[The Board] shall not...decide that any craft  
5 unit is inappropriate on the ground that a differ-  
6 ent unit has been established by a prior Board  
7 determination, unless a majority of the employees  
8 in the proposed craft unit vote against separate  
9 representation."

10 Congress believed that automatic inclusion of craft workers  
11 in large industrial units was 'inequitable' to 'skilled  
12 artisans and presumed that the specific community of inter-  
13 est among members of a skilled craft outweighs the community  
14 of interest among employees in general. "Indeed the very  
15 reason for the birth and growth of craft unions lies in the  
16 needs of the skilled craftsmen for a bargaining representa-  
17 tive which by history, tradition and experience, would be  
18 better equipped to devote its efforts to the special prob-  
19 lems peculiar to the specific craft involved, and thereby be  
20 in the best position to serve and advance their interests."

21 In American Potash, the NLRB also defined a craft unit:

22 --A true craft unit consists of a distinct and  
23 homogeneous group of skilled journeymen craftsmen,  
24 working as such, together with their apprentices  
25 and/or helpers. To be a journeyman craftsman, an  
26 individual must have a kind and degree of skill  
27 which is normally acquired only by undergoing a  
28 substantial period of apprenticeship or comparable  
29 training.

30 American Potash & Chemical Corp. 107 NLRB No. 290, 33 LRRM  
31 1382 (1954).

32 Noting that Congress expressly required it to decide in  
each case what unit would be most appropriate to effectuate  
the overall purpose of the Act to preserve industrial peace,  
in 1966, the NLRB overturned the standard originally adopted  
in American Potash, supra, and adopted the standards and  
principles for the severance of craft units which stand  
today. Those standards are:

1 1. Whether or not the proposed unit con-  
2 sists of a distinct and homogenous group of  
3 skilled journeymen craftsmen performing the  
4 function of their craft on a nonrepetitive basis,  
5 or of employees constituting a functionally  
6 distinct department, working in trades or occupa-  
7 tions for which a tradition of separate represen-  
8 tation exists.

9 2. The history of collective bargaining of  
10 the employees sought at the plant involved, and at  
11 other plants of the employer, with emphasis on  
12 whether the existing patterns of bargaining are  
13 productive of stability in labor relations, and  
14 whether such stability will be unduly disrupted by  
15 the destruction of the existing patterns of  
16 representation.

17 3. The extent to which the employees in the  
18 proposed unit have established and maintained  
19 their separate identity during the period of  
20 inclusion in a broader unit, and the extent of  
21 their participation or lack of participation in  
22 the establishment and maintenance of the existing  
23 pattern of representation and the prior oppor-  
24 tunities, if any, afforded them to obtain separate  
25 representation.

26 4. The history and pattern of collective  
27 bargaining in the industry involved.

28 5. The degree of integration of the employ-  
29 er's production processes, including the extent to  
30 which the continued normal operation of the  
31 production processes is dependent upon the perfor-  
32 mance of the assigned functions of the employees  
in the proposed unit.

6. The qualifications of the union seeking  
to "carve out" a separate unit, including that  
union's experience in representing employees like  
those involved in the severance action. Mallinck-  
rodt Chemical Works, 162 NLRB 387, 64 LRRM 1011  
(1966).

21 In conjunction with these six standards from Mallinck-  
22 rodt Chemical, supra, the NLRB also considers the definition  
23 of a craft,<sup>1</sup> whether or not the employees are licensed by  
24 the state,<sup>2</sup> the interest of the union,<sup>3</sup> and the workers

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29 <sup>1</sup>American Potash, supra.

30 <sup>2</sup>Proctor & Gamble, 251 NLRB No. 77, 105 LRRM 1096  
31 (1980).

32 <sup>3</sup>Proctor & Gamble, supra.

1 community of interest in relation to others in their group  
2 and to the broader unit.<sup>4</sup>

3 In testing the facts of this case against the standards  
4 set by the NLRB, we find that the elevator maintenance  
5 technicians (Equipment and Instrument Repair Workers) are  
6 functionally distinct from either the Electricians or the  
7 Equipment and Instrument Repair Workers in the MPEA unit.<sup>5</sup>  
8 These workers maintain and repair elevators; neither elec-  
9 tricians nor the Equipment and Instrument Repair Workers in  
10 the MPEA unit are qualified to work on elevators through a  
11 lengthy, structured training program<sup>6</sup> nor are they certified  
12 by the State of Montana.<sup>7,8</sup> They engage in a trade or  
13 occupation for which a tradition of separate representation  
14 exists, and the union they wish to represent them has long  
15 experience in representing employees like these.<sup>9</sup>

16 These two elevator maintenance technicians are the  
17 first ever employed by Montana State University and have had  
18 no chance to choose their own craft representative.

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23 <sup>4</sup>Firestone Tire & Rubber Co., 223 NLRB No. 152, 91 LRRM  
24 1561 (1976), Bendix Corp., 227 NLRB No. 209, 94 LRRM 1596  
25 (1977), Buddy L Corp., 167 NLRB No. 113 (1968), Golden  
Gateway Center, 195 NLRB No. 92, 79 LRRM 1437 (1972), E. I.  
DuPont De Nemours & Co., 205 NLRB No. 71, 84 LRRM 1036  
(1973).

26 <sup>5</sup>Mallinckrodt Chemical, supra, Proctor & Gamble, supra.

27 <sup>6</sup>Proctor & Gamble, supra, American Potash, supra.

28 <sup>7</sup>Proctor & Gamble, supra.

29 <sup>8</sup>While the electricians are trained in a very technical  
30 craft through a lengthy apprenticeship program and are  
31 licensed by the state, they are nevertheless not qualified  
as elevator maintenance technicians.

32 <sup>9</sup>Mallinckrodt Chemical, supra.

1 Nevertheless they have managed to maintain their separate  
2 identity while being included in the I.B.E.W. bargaining  
3 unit.<sup>10</sup>

4 While all employees who work for the same employer  
5 share some community of interest, the degree of that commu-  
6 nity of interest varies widely. In comparing the elevator  
7 maintenance technicians to the electricians we find some  
8 similarities. While they are all assigned to the same  
9 department, the nature of their tasks is extremely differ-  
10 ent. The 2 groups perform separate and distinct functions:  
11 the electricians work on wiring in the various campus  
12 buildings and the elevator maintenance technicians work on  
13 hydraulic and traction elevators that run by electricity.<sup>11</sup>  
14 The fact that the elevators are run by electricity has  
15 caused some "turf" problems between members of these two  
16 long established craft groups and the IBEW has indicated  
17 that the two technicians would be better served by having  
18 their own representation.

19 In comparing the elevator maintenance technicians to  
20 the Equipment and Instrument Repair Workers in the MPEA unit  
21 we find different supervision and work of a totally differ-  
22 ent nature.<sup>12</sup> One group is assigned to academic departments  
23 and works on laboratory equipment. The other group is  
24 assigned to the Physical Plant and works maintaining and  
25 repairing passenger elevators. While much of the laboratory  
26

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27 <sup>10</sup>Mallinckrodt Chemical, supra.

28 <sup>11</sup>Buddy L. Corp., supra; Golden Gateway Center, supra;  
29 Mason & Hanger-Silas Mason Co., 180 NLRB No. 63, 73 LRRM  
30 1010 (1969).

31 <sup>12</sup>Proctor & Gamble, supra.; Bendix Corp., 227 NLRB No.  
32 209, 94 LRRM 1596; International Foundation of Employee  
Benefit Plans, 234 NLRB No. 51 (1978); Mason & Hanger-Silas  
Mason Co., supra.

1 equipment the MPEA group works with runs by electricity this  
2 does not change the basic functions of the two groups nor  
3 does it measurably increase the community of interest  
4 between the two groups. All factors considered, there  
5 appears to be little community of interest between the two  
6 groups which is not shared by any two groups of employees  
7 working for the same employer.

8 In granting severance to a unit in a plant where there  
9 was a pattern of separate representation by nine different  
10 unions, the NLRB reasoned that the addition of a unit would  
11 not disrupt the stability of labor relations in the plant.  
12 The same reasoning would seem to apply to the situation at  
13 Montana State University. The other physical plant workers  
14 are all represented by individual craft unions and the  
15 addition of one more would not upset the stability of labor  
16 relations.<sup>13</sup>

17 In summary, comparing the facts in this case to the  
18 standards adopted in Mallinckrodt<sup>14</sup> we find:

19 1. The elevator maintenance technicians perform a  
20 separate and distinct function from the electricians in the  
21 IBEW bargaining unit. Further they work in a trade for  
22 which a tradition of separate representation exists. (See  
23 Mallinckrodt #1).

24 2. The existing pattern of bargaining between the  
25 University and the physical plant workers shows representa-  
26 tion by craft. The inclusion of another craft unit would  
27 not disrupt this already established pattern. (See Mallinck-  
28 rodt #2).

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31 <sup>13</sup>Mason & Hangar-Silas Mason Co., supra.

32 <sup>14</sup>Mallinckrodt Chemical Works, supra.

1           3. The elevator maintenance technicians have main-  
2 tained their identity separate from the IBEW unit and are  
3 not paying dues to that union. Shortly after being em-  
4 ployed, Mr. Ford contacted the International Union of  
5 Elevator Constructors and that contact resulted in this unit  
6 determination being filed. This has been their only oppor-  
7 tunity to obtain separate representation. (See Mallinckrodt  
8 #3).

9           4. The history and pattern of collective bargaining  
10 in the elevator maintenance industry is for elevator mainte-  
11 nance technicians to be represented by the International  
12 Union of Elevator Constructors. In the usual employment  
13 situation, this union negotiates one contract with the  
14 elevator manufacturers which covers almost all elevator  
15 maintenance technicians in the country. Only the few  
16 technicians who are employed by private elevator owners are  
17 not covered by this contract. (See Mallinckrodt #4).

18           5. The international Union of Elevator Constructors  
19 is the craft union which ordinarily represents elevator  
20 maintenance technicians. This is true nationwide. (See  
21 Mallinckrodt #6).

22           The remaining Mallinckrodt standard refers to  
23 employers' production processes and does not apply to a  
24 non-production public employer.

25           The facts in this case also meet the other tests  
26 established by the NLRB. The occupation of elevator mainte-  
27 nance technician meets the definition of craft,<sup>15</sup> they must  
28 be certified by the state,<sup>16</sup> the IUEC wishes to represent  
29

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30  
31           <sup>15</sup>American Potash, supra.

32           <sup>16</sup>Proctor & Gamble, supra.

1 them,<sup>17</sup> and they have more community of interest with each  
2 other than they have with the electricians.<sup>18</sup>

3 In making the determination in this matter we are not  
4 unmindful of the fact that the Montana Public Employees  
5 Collective Bargaining Act does not have a provision similar  
6 to Section 9(b)(2) of the federal act. However, in order to  
7 assure employees the fullest freedom in exercising their  
8 collective bargaining rights, the Board of Personnel Appeals  
9 has authority to determine the unit appropriate for  
10 collective bargaining taking into consideration such factors  
11 as community of interest, wages, hours etc. 39-31-202 MCA.

#### 12 CONCLUSIONS OF LAW

13 Elevator Maintenance Technicians classified as Instru-  
14 ment and Equipment Repair Workers assigned to the Physical  
15 Plant at Montana State University constitute a unit appro-  
16 priate for collective bargaining in accordance with  
17 39-31-202 MCA.

#### 18 RECOMMENDED ORDER

19 Under the authority of Section 39-31-208 MCA, it is  
20 hereby ordered that an election by secret ballot be conduct-  
21 ed among the Equipment and Instrument Repair Workers (Eleva-  
22 tor Maintenance Technicians) in the Physical Plant at  
23 Montana State University excluding all other employees and  
24 supervisors as defined in 39-31-103 MCA. The election will  
25 be held in accordance with ARM 24.26.555 et seq.

26 If a majority of the voting group are in favor of the  
27 International Union of Elevator Constructors, AFL-CIO, and  
28

29 \_\_\_\_\_  
30 <sup>17</sup>Proctor & Gamble, supra.

31 <sup>18</sup>Firestone Tire & Rubber Co., Supra; Bendix Corp.,  
32 Supra; Buddy L Corp., Supra; Golden Gateway Center, Supra;  
E. I. DuPont De Nemours & Co., Supra.

1 its Local #60, they will constitute an appropriate unit and  
2 will be certified. If they vote in favor of the Interna-  
3 tional Brotherhood of Electrical Workers, they will remain  
4 part of the existing unit and the results will be so cer-  
5 tified.

6 Dated this 8<sup>th</sup> day of August, 1986.

7 BOARD OF PERSONNEL APPEALS

8  
9 By: Linda Skaar  
10 LINDA SKAAR  
11 Hearing Examiner

12 NOTICE

13 Written exceptions to these Findings of Fact, Conclu-  
14 sions of Law and Recommended Order may be filed within  
15 twenty days. If no exceptions are filed with the Board of  
16 Personnel Appeals within that time, the Recommended Order  
17 shall become the Final Order of the Board. Exceptions shall  
18 be addressed to the Board of Personnel Appeals, P.O. Box  
19 1728, Helena, Montana 59624.

20 CERTIFICATE OF MAILING

21 I Linda Skaar, do certify that a true and  
22 correct copy of this document was mailed to the following on  
23 the 8<sup>th</sup> day of August, 1986.

24 David F. Landon  
25 International Union of Elevator  
26 Constructors  
27 P.O. Box 140  
28 Edgar, MT 59026

29 Sue Romney  
30 Montana University System  
31 33 S. Last Chance Gulch  
32 Helena, MT 59620

BPA3:003amb