

STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNIT DETERMINATION NO. 5-89

THE MONTANA FEDERATION OF)	
TEACHERS, AFT, AFL-CIO,)	
)	
Petitioner,)	
)	FINDINGS OF FACT;
)	CONCLUSIONS OF LAW;
)	RECOMMENDED ORDER
THE BOARD OF REGENTS, MONTANA)	
UNIVERSITY SYSTEM, MONTANA)	
STATE UNIVERSITY,)	
)	
Employer/Counter Petitioner.)	

* * * * *

I. INTRODUCTION

A hearing on the above-captioned matter was held on May 1 and May 2, 1989 in the Gallatin County Law and Justice Center in Bozeman. J.C. Weingartner represented the Petitioner, Montana Federation of Teachers, AFT, AFL-CIO. The Employer/Counter Petitioner was represented by LeRoy Schramm. Arlyn L. Plowman was the duly appointed Hearing Examiner for the Board of Personnel Appeals. Post-hearing briefs were filed and the matter was deemed submitted on May 12, 1989.

The Petitioner's post-hearing brief contained proposed findings of fact and conclusions of law. All of the proposed findings, conclusions and supportive arguments of the parties have been considered. To the extent that the proposed findings and conclusions submitted by the petitioner, and the

arguments made by the parties, are in accordance with the findings, conclusions and views stated herein they have been accepted, and to the extent they are inconsistent therewith they have been rejected. Certain proposed findings and conclusions may have been omitted as not relevant or not necessary to a proper determination of the material issues presented. To the extent that the testimony of various witnesses is not in accord with the findings herein it is not credited.

II. BACKGROUND

On March 6, 1989 the Montana Federation of Teachers, AFT, AFL-CIO filed, with the Board of Personnel Appeals, a petition for New Unit Determination and Election for certain employees of the Board of Regents, Montana State University System, Montana State University. In that petition, the Petitioner petitioned for a proposed bargaining unit described as follows:

Included: All full-time and part-time academic instructional faculty of greater than .5 FTE including academic professional staff of the library.

Excluded: 1. All managerial and supervisory employees as defined in MCA Sec. 39-31-104.
2. The College of Engineering.
3. All contract professional employees who do not engaged in academic instructional activities, i.e. athletic staff, non-academic counselors (psychological), campus health care staff, Museum of the Rockies staff, etc. Excluded due to lack of

community of interest and the non-integration of work functions.

4. All Cooperative Extension Service personnel (CES). Excluded due to lack of community of interest and non-integration of work functions.

On March 10, 1989 the Employer requested additional time in which to file a counter petition. On March 16th that request was granted.

On March 24, 1989 the Employer filed a counter petition disagreeing with the bargaining unit as described by the Petitioner and proposing a bargaining unit as described below:

Included: All persons employed on Board of Regents contracts occupying a tenured position at greater than .5 FTE.

Excluded: President, vice presidents, assistant and associate vice presidents, deans, associate and assistant deans, directors, associate and assistant directors, superintendents, associate and assistant superintendents, department heads, Cooperative Extension Service Area supervisors, and all managerial, supervisory and confidential personnel or personnel lacking a community of interest not specified in the foregoing, and all acting or interim personnel in the foregoing positions.

It should be noted that on May 19, 1976 a Petition for a New Unit Determination and Election (UD 11-76) was filed by the American Association of the University of Professors for a bargaining unit employed at Montana State University. That petition resulted in a hearing and a determination which was

1 modified by the Board of Personnel Appeals. The Board of
2 Personnel Appeals order was the subject of judicial review
3 and resulted in an order and opinion from the District Court
4 of the First Judicial District in and for Lewis and Clark
5 County (Civil no.'s 41317 and 41320) on November 29, 1977.

6 While the history and conclusions of UD 11-76 are
7 instructive, they are not controlling. There are
8 significant factors which distinguish this matter from
9 UD 11-76.

10 III. ISSUES

11 The parties stipulated that the issues to be determined
12 by the Hearing Examiner include the status of the following
13 employee groups vis-a-vis their inclusion/exclusion in/from
14 an appropriate bargaining unit:

- 15 1) Certain employees of the Cooperative
Extension Service.
- 16 2) Certain employees of the College of
Engineering.
- 17 3) Non-tenure track institutional staff
18 who are employed .5 FTE (Full-Time
Equivalent).

19 Except for the three groups listed above, the parties
20 agreed that their respective proposed bargaining unit
21 descriptions are compatible.

22 IV. FINDINGS OF FACT

23 1. Montana State University in Bozeman is the Land
24 Grant University for the State of Montana pursuant to the
25 provisions of the Morrill Act of 1862. See Section 20-25-221

1 MCA. Montana State University is responsible for the
2 Agricultural Experiment Station provided by the 1887 Hatch
3 Act. See Section 20-25-222 MCA. Montana State University as
4 the state's Land Grant University responsible for the
5 Agricultural Experiment Station is also responsible for the
6 Cooperative Extension Service established by the Smith-Lever
7 Act of 1914. See Section 20-25-226 MCA.

8 2. Montana State University is made up of seven
9 colleges: the Colleges of Agriculture; Arts and Architecture;
10 Business; Education, Health and Human Development;
11 Engineering; Letters and Science; and Nursing.

12 3. The Agricultural Experiment Station and the
13 Cooperative Extension Service are part of the College of
14 Agriculture. Since Montana State University is the state's
15 Land Grant University and therefore responsible for the
16 Agricultural Experiment Station and the Cooperative
17 Extension Service, it must be said that the Cooperative
18 Extension Service is elemental to the College of Agriculture
19 and Montana State University. The University is mandated to
20 carry out the functions of the Cooperative Extension Service.
21 Those functions are essential to the University's purpose
22 and mission.

23 4. The Montana State University 1988-91 Undergraduate
24 Catalog (Exhibit R # 1) describes the Cooperative Extension
25 Service on page 3:

1 The Extension Service was created by
2 the Smith-Lever Act of 1914, and by
3 subsequent state legislation. These acts
4 provide for financial support from the
5 county, state and federal governments.

6 Consequently the Extension Service
7 is not only an integral part of Montana
8 State University, but also a part of the
9 United States Department of Agriculture;
10 and through agreements with boards of
11 county commissioners, it works
12 cooperatively with the counties in broad
13 agricultural, home economics, youth and
14 community development education programs.

15 The Extension Service channels
16 scientific information provided by the
17 Agricultural Experiment Station and
18 other sources to the people of the state
19 and helps them adapt it to farm, home and
20 community problems. It is also
21 responsible for recognizing problems on
22 which additional research information is
23 needed, and to bring these to the
24 attention of the Experiment Station
25 staff and other faculty of MSU.

 The aim of the Extension Service is
to combine efforts of professional people
for the improvement of agriculture and
the level of living of Montana citizens.
To accomplish this, Extension personnel
work with local leaders who assist in
carrying on the programs.

 Most work is conducted by Extension
agents, who serve within the counties,
and by subject matter specialists,
located in academic departments, who
support the work of the agents in the
field....

5. The Cooperative Extension Service has faculty field
staff with tenurable appointments working in county seats and
Courthouses throughout Montana. They are referred to as
County Agents. According to the roster on pages 236 and 237
of the Montana State University 1988-91 Undergraduate

1 Catalog (Exhibit R # 1) all of the County Agents have
2 Bachelors degrees, many have Masters degrees, none have
3 terminal degrees. These agents hold the rank of Instructor,
4 Assistant Professor or Associate Professor.

5 6. The Dean of the College of Agriculture holds a
6 federal appointment as Director of the Agricultural
7 Experiment Station and also as Director of the Cooperative
8 Extension Service. It was his unrefuted testimony that he is
9 the only member of the Cooperative Extension Service faculty
10 with a federal appointment.¹

11 7. The Cooperative Extension Service faculty are
12 employees of Montana State University. They share common
13 personnel policies and similar evaluation procedures with the
14 on-campus faculty.

15 8. The Cooperative Extension Service faculty field
16 staff maintain contact with the campus and the University via
17 electronic or written communication and by occasional
18 personal visits to the campus. Their remote location does
19 not make the Cooperative Extension Service faculty unique to
20

21 ¹ The District Court in reviewing UD 11-76 affirmed a
22 Board of Personnel Appeals decision excluding Cooperative
23 Extension Service faculty from the bargaining unit. Among
24 the findings used to justify that exclusion were: 1) the
25 availability of federal retirement, health and life insurance
programs to such faculty members and 2) the federal
appointment procedures applicable to the program. There is
insufficient evidence on the record to support similar
findings in this matter.

1 the proposed bargaining unit. Other faculty work and live
2 considerable distance from the Bozeman campus. The parties
3 agreed that the Agriculture Experiment Station and College of
4 Nursing faculties, some of whom live and work away from the
5 Bozeman campus should be included in the proposed bargaining
6 unit.

7 9. Like some other University functions, the
8 Cooperative Extension Service is dependent upon financing
9 from sources other than those appropriated by the
10 Legislature.

11 10. The primary beneficiaries of the Cooperative
12 Extension Service faculty field staff's teaching,
13 research/creative endeavors, and professional/public service
14 efforts are not typical students. The primary beneficiaries
15 of such efforts are usually farmers, ranchers and other
16 members of the communities to which the field staff is
17 assigned. This feature of the Cooperative Extension Service
18 sets it apart from what is usually perceived and associated
19 with academia and the University. However, not all on-campus
20 activity is geared towards teaching matriculated students
21 involved in a degree program.

22 11. The Employer introduced Exhibit R # 3, a letter
23 from the Montana Cooperative Extension Association which
24 purports to show that the Cooperative Extension Service field
25 staff desires to be part of the proposed bargaining unit.

1 This letter hardly reflects the result of a laboratory effort
2 to determine and report the desires of those employees.

3 12. The faculty in Montana State University is divided
4 into two distinct groups, one group holding tenurable
5 appointments and the other group holding non-tenurable
6 appointments (See Exhibit R # 5). During the course of the
7 hearing faculty holding non-tenurable appointments were
8 sometimes referred to as adjunct or part-time faculty. To
9 refer to non-tenurable faculty as part-time is incorrect
10 since there are non-tenurable faculty who work full-time
11 (Joint Exhibit # 2).²

12 13. Non-tenurable appointments are for a specified term
13 (usually one year or less) and expire automatically unless
14 renewed.

15 14. Tenurable appointments may lead to tenure.
16 Tenurable appointees serve in probationary status for as long
17 as seven years prior to achieving tenure. During this
18 probationary period they serve at the discretion of the
19 employer and have no right to re-appointment for a term in
20 excess of the academic year. However, while on probationary
21 status, tenurable appointees have the right to serve out

22
23 ² This issue was not in dispute in UD 11-76. In that
24 case the parties stipulated to the inclusion/exclusion
25 tenurable/non-tenurable appointments (exhibit R # 9). Adjunct
faculty, visiting faculty and emeritus faculty were excluded
from the bargaining unit defined in the April 19, 1978 UD 11-
76 Notice of Election.

1 their specified appointment and may not be discharged without
2 cause during that term.

3 Tenure is the right to re-appointment from appointment
4 term to appointment term until such time as the appointee
5 resigns, retires, is discharged for adequate cause or is
6 terminated for reasons of financial exigency or program
7 reduction, curtailment or discontinuance (Exhibit R # 4).

8 15. In addition to their more favorable job security,
9 tenurable appointees generally receive better wages and enjoy
10 better working conditions, especially with regard to office
11 space. Non-tenurable appointees are often relegated to
12 carrels.

13 16. Tenurable appointments usually involve a wider
14 scope of responsibility. Non-tenurable appointments are
15 generally limited either to teaching or research while
16 tenurable appointments are usually expected to engage in
17 teaching, research/creative endeavors, and
18 professional/public service.

19 17. With some significant exceptions in the School of
20 Agriculture, tenurable appointees are usually expected to
21 have or be about to complete the requirements for a terminal
22 degree. Although many non-tenurable appointees have a
23 terminal degree, possessing a terminal degree is not so
24 crucial in receiving a non-tenurable appointment as in
25 receiving a tenurable appointment.

1 18. "The Chart" (Exhibit R # 8) used in determining
2 recruitment procedures shows that a more extensive search is
3 required to fill tenure track vacancies.

4 19. All faculty, tenurable and non-tenurable use the
5 same facilities. Non-tenurable appointees have been used to
6 fill most positions, including Instructor, Assistant and
7 Associate Professor, and even department head. Non-tenurable
8 appointees are used to fill vacancies created by the leave or
9 termination of tenured staff. They are used to "flesh out"
10 the core faculty protected by tenure. While the foregoing
11 points to a certain interchange and integration between
12 tenurable appointees and non-tenurable appointees, it must
13 also be noted that such tenurable/non-tenurable interchange
14 and integration is limited by the following:

15 a) Upper and graduate level courses are
16 usually taught by tenurable appointees.
17 Non-tenurable appointees are usually
18 restricted to teaching lower level
19 courses.

20 b) While both tenurable and non-
21 tenurable staff may counsel students,
22 only tenurable appointees advise
23 students.

24 c) Tenurable appointees are subject to
25 a more vigorous evaluation procedure than
their non-tenurable counterparts.
Service in non-tenurable appointments
does not count towards probationary
service for tenure (Exhibit R # 5).
Non-tenurable appointees do not
participate in the promotion and tenure
review process as do tenurable
appointees.

1 20. Both tenurable and non-tenurable appointees receive
2 fringe benefits, teachers retirement, health insurance, etc.
3 as required by statute.

4 21. Tenurable appointees play a much larger role in
5 faculty governance. The faculty handbook (Joint Exhibit # 1)
6 at page 103.01-4 denies non-tenurable appointees voting
7 privileges.

8 22. There is insufficient evidence to support a finding
9 that the terms and conditions of employment in the College of
10 Engineering are significantly different from the other six
11 Montana State University Colleges. Of the 67 tenurable
12 appointees in the College of Engineering, 21 are professional
13 engineers or engineers in training.

14 V. CONCLUSIONS OF LAW

15 1. The Board of Personnel Appeals has jurisdiction in
16 this matter pursuant to the Montana Collective Bargaining
17 for Public Employees Act Section 39-31-101 et seq., MCA.

18 2. The Montana Supreme Court has approved the practice
19 of the Board of Personnel Appeals in using Federal Court and
20 National Labor Relations Board (NLRB) precedents as
21 guidelines in interpreting the Montana Collective Bargaining
22 for Public Employees Act as the state act is similar to the
23 Federal Labor Management Relations Act, State ex rel. Board
24 of Personnel Appeals v. District Court, 183 Mont. 223, 1979,
25 598 P.2d 1117, 103 LRRM 2297; Teamsters Local No. 45 v.

1 State ex rel. Board of Personnel Appeals, 195 Mont. 272,
2 1981, 635 P.2d 1310, 110 LRRM 2012; City of Great Falls v.
3 Young (Young III), 686 P.2d 185, 1984, 119 LRRM 2682.

4 3. Pursuant to Section 39-31-202 MCA in order to
5 assure employees the fullest freedom and exercise in the
6 rights guaranteed by the Montana Collective Bargaining for
7 Public Employees Act, the Board of Personnel Appeals or an
8 agent of the Board shall decide the unit appropriate for the
9 purpose of collective bargaining and shall consider such
10 factors as community of interest, wages, hours, fringe
11 benefits, and other working conditions of the employees
12 involved, the history of collective bargaining, common
13 supervision, common personnel policies, extent of integration
14 of work functions and interchange among employees affected,
15 and the desires of the employees. See Leedom v. Kyne, 358
16 U.S. 184, 43 LRRM 2222, 1958; NLRB v. The New School for
17 Social Research, Parson School of Design, 122 LRRM 2842, 2 CA
18 1986, 793 F.2d 503.

19 4. The National Labor Relations Board executed a major
20 policy change in 1973 when it decided to exclude part-time
21 faculty from a faculty bargaining unit, New York
22 University(I), 205 NLRB No. 16, July 20, 1973, 83 LRRM 1549.

23 In that decision the National Labor Relations Board said:

24 "...there is no real mutuality of interest between
25 the part-time and full-time faculty...because of
the differences with respect to (1) compensation,

1 (2) participation in University governance, (3)
2 eligibility for tenure and (4) working conditions.

3 In the case at hand it has been determined that the non-
4 tenurable appointees of the Montana State University faculty
5 receive lower salaries, do not have the right to vote and
6 have less advantageous working conditions. See Kendall
7 College v. NLRB, 570 F.2d 216, 97 LRRM 2878, 7 CA 1978.

8 In University of San Fransico, 207 NLRB No. 15, November
9 7, 1973, 84 LRRM 1403, the National Labor Relations Board
10 excluded adjunct professors from a Law School bargaining unit
11 because the adjuncts' salaries were determined differently
12 from tenure staff salaries, adjuncts were not eligible for
13 tenure, did not vote at faculty meetings nor participate in
14 Law School governance. In Boston University v. NLRB, 98 LRRM
15 2070, 1 CA 1978, 575 F.2d 301, the Court affirmed a tenure-
16 based exclusion/inclusion in/from a bargaining unit.

17 5. The National Labor Relations Board has included
18 Extension Service faculty in a University bargaining unit.
19 See University of Vermont, 223 NLRB No. 46, March 29, 1976,
20 91 LRRM 1570. In that case the National Labor Relations
21 Board included Agriculture Extension Specialists in the
22 overall University bargaining unit since like other College
23 of Agriculture faculty they were eligible to participate in
24 faculty government, were hired through the same procedures as
25 other faculty and were evaluated in the same fashion with

1 regard to promotion and tenure. Those findings at the
2 University of Vermont are very similar to those which affect
3 the Cooperative Extension Service field staff at the Montana
4 State University.

5 What may distinguish the University of Vermont
6 Agricultural Extension Service from the Montana State
7 University Cooperative Extension Service is the fact that the
8 Vermonters had campus offices.³ However, the geographical
9 separation of the Montana State University Cooperative
10 Extension Service field staff is only one factor to be
11 considered in determining their community of interest. See
12 Goddard College, 234 NLRB No. 169, March 2, 1978, 97 LRRM
13 1398. The Cooperative Extension Service faculty field
14 staff's remoteness from the Bozeman campus is not fatal to
15 their community of interest, the common fringe benefits, and
16 the common personnel policies they share with the on-campus
17 faculty.

18 6. For reasons not completely understood, the
19 Legislature, when adopting the Montana Collective Bargaining
20 for Public Employees Act, decided that professional engineers
21 and engineers in training are not public employees. See
22 Section 39-31-103 MCA. In the matter of Unit Determination
23

24 ³ Vermont is a much smaller state. An Extension agent
25 could conceivably travel to, visit, and return from almost
any point in the state in less than a day.

1 11-76, Civil No.'s 41317 and 41320, November 29, 1977, the
2 District Court for the First Judicial District, Lewis and
3 Clark County, said:

4 ...professional engineers and engineers in
5 training...are required to be excluded from the
6 proposed bargaining unit.

7 While the will of the Legislature is not understood it is
8 clear. Engineers and engineers in training are not public
9 employees with the rights and protections of the Montana
10 Collective Bargaining for Public Employees Act and therefore
11 are not to be included in bargaining units.

12 7. Section 39-31-103(11) MCA defines "appropriate
13 unit" as a group of public employees banded together for
14 collective bargaining purposes as designated by the Board
15 (Personnel Appeals).

16 The National Labor Relations Board has offered this
17 construction of the meaning of the term "appropriate":

18 There is nothing in the statute which requires that
19 the unit for bargaining be the only appropriate
20 unit, or the ultimate unit, or the most appropriate
21 unit; the Act requires only that the unit be
22 "appropriate". It must be appropriate to ensure
23 the employees in each case 'the fullest freedom in
24 exercising the rights guaranteed by this Act'.
25 ...[The term] carries with it no overtones of the
exclusive or the ultimate or the superlative."
Morand Brothers, 91 NLRB 409, 26 LRRM 1501 (1950).

8. Pursuant to Section 39-31-202 MCA the Board shall
determine the appropriate bargaining unit.

1 9. Pursuant to Section 39-31-208 MCA if the Board or
2 an agent of the Board finds that there is a question of
3 representation, there shall be an election by secret ballot
4 to determine whether the employees wish to be represented by
5 a labor organization. Further, the Board or an agent of the
6 Board shall determine who is eligible to vote in the election
7 and also establish the rules for the election.

8 10. Pursuant to the Administrative rules of Montana at
9 24.26.655 the Board shall direct an election to be conducted
10 by an agent of the Board where an appropriate unit has been
11 determined and a question of representation exists or where a
12 petition for an election has been filed. The election shall
13 be conducted under the direction and supervision of the Board
14 with all determinations made by an agent subject to review by
15 the Board of Personnel Appeals by an aggrieved party.

16 VI. RECOMMENDED ORDER

17 1. On or before September 20, 1989 the Employer shall
18 furnish the Board of Personnel Appeals with the names and
19 addresses of all eligible voters.

20 2. On or about October 1, 1989, after classes have
21 convened on the Montana State University campus for Autumn
22 quarter 1989, there shall be prepared and distributed a
23 Notice of Election pursuant to the Administrative rules of
24 Montana at 24.26.659.

25

1 3. On or about October 1, 1989 certain of the eligible
2 voters who live or work remote from the Montana State
3 University campus (Cooperative Extension Service,
4 Agricultural Experiment Station, School of Nursing, etc.)
5 will be mailed a Notice of Election, Mail Ballot and other
6 materials necessary to allow them to vote by mail. Such
7 mailing shall constitute the posting requirements of the
8 election for those employees who will be voting by mail.

9 4. On or about October 20, 1989 the Board of Personnel
10 Appeals will conduct an on-site election by secret ballot on
11 or near the Montana State University campus to determine
12 whether certain members of the Montana State University
13 faculty desire to be represented by the Montana Federation of
14 Teachers, AFT, AFL-CIO for purposes of collective bargaining.
15 The election shall be held in accordance with the Montana
16 Public Employees Collective Bargaining Act (Section 39-31-101
17 et seq., MCA) and the applicable procedures and policies of
18 the Board of Personnel Appeals.

19 5. Eligible voters shall be those employees included
20 within the unit described below who were employed on the date
21 the petition was filed, March 6, 1989.

22 6. The appropriate bargaining unit is defined as
23 follows:
24
25

1 INCLUDED: All persons with a tenurable appointment
2 employed by Montana State University .5
3 FTE (full time equivalent) or greater on
4 a Board of Regents Contract.

5 EXCLUDED: The president, vice-presidents, assistant
6 and associate vice-presidents, deans,
7 associate and assistant deans, directors,
8 associate and assistant directors,
9 superintendents, associate and assistant
10 superintendents, department heads,
11 Cooperative Extension Service area
12 supervisors, engineers, engineers in
13 training, and all managerial, supervisory
14 and confidential personnel and all
15 acting and all interim personnel in the
16 foregoing positions.

17 VII. SPECIAL NOTICE

18 Pursuant to the rules of the Board of Personnel Appeals
19 and the Administrative Rules of Montana at 24.26.215(2) and
20 24.26.655 this recommended order shall become the order of
21 the Board of Personnel Appeals unless written exceptions are
22 filed with the Board of Personnel Appeals at P.O. Box 1728,
23 Helena, Montana 59624-1728 within twenty (20) days after
24 service of this recommended order upon the parties.

25 ENTERED and DATED this 8TH day of June, 1989.

BOARD OF PERSONNEL APPEALS

By: 

ARLYN L. PLOWMAN
Hearing Examiner

1
2 EXHIBIT LIST

3 Joint Exhibits

- 4 Joint Exhibit # 1 Faculty Handbook
5 Joint Exhibit # 2 List of non-tenurable staff with rank
employed at .5 FTE and above

6 Petitioner's Exhibits

- 7 Exhibit P # 1 Collective Bargaining Agreement (1987)
University of Montana
8 Exhibit P # 2 Collective Bargaining Agreement (1985)
Northern Montana College

9 Respondent's Exhibits

- 10 Exhibit R # 1 1988-91 Montana State University Catalogue
11 Exhibit R # 2 Employment Contract
12 Exhibit R # 3 March 10, 1989 letter to Tietz from Muggli
13 Exhibit R # 4 Policies and Procedures Manual 706.1
14 Exhibit R # 5 Policies and Procedures Manual 702.1
15 Exhibit R # 6 Policies and Procedures Manual 253
16 Exhibit R # 7 Policies and Procedures Manual 251
17 Exhibit R # 8 Portion of Recruitment Manual
18 Exhibit R # 9 Portion of Transcript of UD 11-76
19
20
21
22
23
24
25

CERTIFICATE OF MAILING

1
2 I, James Jacobson, do hereby certify
3 that a true and correct copy of this document was mailed to
the following on the 8th day of June, 1989:

4 J.C. Weingartner
5 222 Broadway
Helena, MT 59601

6 Cathy Conover, Director
7 Personnel Services
8 Montana State University
9 Bozeman, MT 59717

10 LeRoy Schramm, Attorney
11 Commissioner of Higher Education
12 33 So. Last Chance Gulch
13 Helena, MT 59620

14 James McGarvey, President
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22 SD417.3
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25