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BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABPR PRACTICE NO. 37, 1976 )

RETAIL CLERKS UNION, Local #991 )  
affiliated with Retail Clerks International )  
Association, AFL-CIO, )

Complainant, )

vs- )

FINAL ORDER

UNIVERSITY OF MONTANA, MISSOULA, MONTANA, )

Defendant. )

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On October 29, 1976, the Retail Clerks Union, Local #991, filed an unfair labor practice charge with this Board against the University of Montana.

A Findings of Fact, Conclusions of Law and Recommended Order was issued on March 9, 1977, by the duly appointed Hearing Examiner, Linda Skaar. No Exceptions having been filed thereto with this Board,

IT IS ORDERED, that the Findings of Fact, Conclusions of Law and Recommended Order of the Hearing Examiner be adopted as the Final Order of the Board.

Dated this 14th day of April, 1977.

BOARD OF PERSONNEL APPEALS

BY Brent Cromley  
Brent Cromley  
Chairman

CERTIFICATE OF MAILING

I, Trena Scoffield, hereby certify and state, that I mailed on the 14th day of April, 1977 a true and correct copy of the above FINAL ORDER to the following:

Mr. Lonny Mayer, President  
Retail Clerks Local #991  
P.O. Box 112  
Missoula, Mt 59801

Dr. Richard Bowers, President  
University of Montana  
Missoula, Mt 59801

Trena Scoffield  
Trena Scoffield

BEFORE THE BOARD OF PERSONNEL APPEALS

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IN THE MATTER OF UNFAIR LABOR PRACTICE: ULP #37-76

RETAIL CLERKS UNION LOCAL #991 )  
affiliated with Retail Clerks )  
International Association, AFL-CIO, )  
Complainant )  
-VS- )  
UNIVERSITY OF MONTANA, MISSOULA, )  
MONTANA, )  
Defendant. )

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
AND RECOMMENDED ORDER

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STATEMENT OF CASE

On October 29, 1976, the Retail Clerks Union Local #991, affiliated with the Retail Clerks International Association, AFL-CIO, filed an unfair labor practice charge with the Montana Board of Personnel Appeals against the University of Montana.

On November 8, 1976, the Board of Personnel Appeals received an answer from the University of Montana denying all charges. On the same day this Board received a Motion for a More Definite Statement from the University of Montana. This Board granted the Motion and on November 22, 1976, an answer was received from Retail Clerks Union Local 991. The Retail Clerks charged violations of 59-1603(1) and 59-1605(1)(a)(b) and (c). Specifically:

1. On or about October 20, 1976, there was a meeting concerning grievances, inclusive of intimidation of a member for filing a grievance. Notification was given the agent or agents acting on behalf of the Food Service Director for promoting and soliciting for M.P.E.A. membership.

2. On or about October 17, 1976, agent or agents acting on behalf of the Food Service Director told a member it would only cause trouble if they went to Local #991 concerning a grievance.

3. On or about October 14, 1976, agent or agents acting on behalf of the Food Service Director told an employee who filed a grievance she will not get very far with her grievance.





1           2. During her summer "lay-off" Ms. Jolly read an advertisement  
2 in the newspaper for a job as cashier with the University Food Service. Ms.  
3 Jolly who regularly substituted for the cashier in the Copper Commons  
4 applied for the job.

5           3. Ms. Jolly did not get the cashier position.

6           4. Ms. Jolly returned to work as Food Service Worker I on September  
7 17, 1976.

8           5. Ms. Jolly went to the Equal Employment Opportunity office to find  
9 out why she was not hired for the cashier position.

10           6. The Equal Employment Opportunity Office referred Ms. Jolly to  
11 Mr. Larry Kaul, Assistant Director of Personnel.

12           7. Ms. Jolly testified that she set up several appointments to see  
13 Mr. Larry Kaul about the cashier position. The first 2 appointments were  
14 cancelled. Ms. Jolly wished to learn the qualifications necessary for the  
15 job and the qualifications of the person who was hired.

16           8. Mr. Kaul told Ms. Jolly (September 23, 1976) that he could not  
17 translate the contract and that she could not see the applications of the  
18 people who applied. Ms. Jolly testified that Mr. Kaul told her that he  
19 would check into it further and that she did not know if he did.

20           9. On September 23, Ms. Jolly filed a grievance with her union repre-  
21 sentative. Ms. Jolly's grievance alleged that in hiring another person for  
22 the cashier's position, the union had violated the seniority provisions in the  
23 Retail Clerk's contract. Ms. Jolly used the procedure specified in the con-  
24 tract for filing a grievance.

25           10. On October 8, the union verbally notified Mr. Jess Dove, Personnel  
26 Director, that Ms. Jolly had filed the grievance.

27           11. Tom Stockstill, manager of the Copper Commons, Ms. Jolly's immediate  
28 supervisor, verbally assigned her the additional duty of filling the sugars  
29 during her shift. The date of this assignment is unclear but testimony and  
30 evidence indicates that it occurred on Friday, September 24 or Friday, October  
31 1.

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1           12. Mr. Steve Barclay, manager of the University Center Food Service,  
2 testified that it was better management to have the sugars filled in the evening -  
3 during Ms. Jolly's shift.

4           13. Ms. Karen Jolly testified that on the Friday that she was assigned  
5 to fill the sugars, her help was sent home. Mr. Barclay, manager of the Food  
6 Services, testified that it was usual to send "casual labor" home.

7           14. Ms. Jolly testified that sometime after she had filed the grievance  
8 she went home sick. The next day another worker told her that she had been  
9 directed by Mr. Tom Stockstill, manager of the Copper Commons, not to call in  
10 more help and that he had made the remark that it was too damn bad that they  
11 didn't have decent help. Ms. Jolly discussed this with Mr. Stockstill and he  
12 claimed that his remark was aimed at the student help. Ms. Jolly testified  
13 that the grievance was also discussed and Mr. Stockstill told her that she  
14 could go ahead but she was going to get nowhere with it. Ms. Jolly testified  
15 that Mr. Stockstill had found out about the grievance 2 days previously.

16           15. Ms. Jolly's days off are Monday and Tuesday. Upon returning to  
17 work on Wednesday October, 13, Ms. Jolly found a memo from Mr. Stockstill  
18 attached to her time card.

19           16. Mr. Stockstill testified that he spent a lot of time on the memo  
20 and that he had discussed it with Mr. Barclay, Manager of the Food Service.

21           17. Mr. Stockstill's memo dated October 12, stated that on Friday,  
22 October 8, when the sugar supply ran out, the sugar, salt and pepper shakers  
23 were left on the pantry workbench. The shakers were still on the workbench  
24 on Monday, October 11. The memo concluded "Please see that any assignment  
25 that is your responsibility be completed. If for some reason this is not  
26 possible, make sure that the work area used is cleaned up and that all items  
27 involved are returned to the proper storage areas. Never leave any food service  
28 area, like the pantry, with anything that may get in the way of production.  
29 Thank you."

30           18. On Friday, October 8, Ms. Jolly was cashiering and was not responsible  
31 for leaving the sugars on the pantry counter.

32           19. On October 11, 1976, Ms. Jess Dove, Personnel Director, communicated

1 to Mr. Carson Vehrs, Director of Food Services, the information about the  
2 grievance.

3 20. After receiving the Stockstill memo, Ms. Jolly talked to Mr. Stock-  
4 still, her supervisor. She testified that he told her that there was something  
5 about her personality he did not like and that if later on in the year if she  
6 still wanted to talk about it he would discuss it then. Mr. Stockstill testi-  
7 fied that he did not remember whether he made the comment. He also testified  
8 that he did not tell Ms. Jolly that it would cause trouble if she went to the  
9 union about the grievance.

10 Mr. Stockstill testified that during this conversation they discussed  
11 a possible attitude change on his part toward her. He denied that any attitude  
12 change was because of a grievance. Later, he said that he did not feel that  
13 he had an attitude change toward Ms. Jolly.

14 Mr. Stockstill also testified that in this conversation Ms. Jolly was  
15 concerned that the cashier who was hired was not qualified.

16 21. In the hiring procedure used by the University of Montana Food  
17 Service, Mr. Tom Stockstill did the initial interviewing. His responsibility  
18 was to see that the candidates he recommended were qualified and could do the  
19 job. He testified that he was responsible for hiring them and his supervisors  
20 had not questioned him on the people he hired.

21 22. The grievance procedure in the agreement between the Retail Clerks  
22 and the University of Montana provides that within 10 days "the business agent  
23 shall present the grievance to the appropriate supervisor."

24 23. The union was confused as to who was the appropriate supervisor.  
25 On October 8, 1976, the union verbally presented the grievance to Mr. Jess  
26 Dove, Personnel Director.

27 24. Mr. Carson Vehrs, Director of Food Service, testified that normally  
28 grievances would be communicated directly to him where an attempt would be  
29 made to resolve the grievance. Mr. Vehrs testified, "I thought it was strange  
30 because most grievances are brought to me first in an attempt to resolve them  
31 and I thought it was different in that I wasn't involved initially...." Mr. Vehrs  
32 checked to see if the procedure specified in the contract was followed.

1           25. On November 14, 1976, a meeting was held for the night staff  
2 in the Copper Commons. Mr. Carson Vehrs, Director of Food Services conducted  
3 the meeting. The purpose was to introduce the new night cook and to acquaint  
4 him with his supervisory responsibilities. Vehrs told the staff that they  
5 should take their problems to their supervisors.

6           26. Ms. Karen Jolly testified that Mr. Carson Vehrs stated that they  
7 should take all their problems to their bosses - he did not want to hear them  
8 by the grapevine. Ms. Jolly testified that she felt that this comment was directed  
9 at her grievance.

10           27. Mr. Carson Vehrs testified that he did not remember making the  
11 grapevine statement but he has had that concern. Mr. Vehrs said, "I don't  
12 remember having made that specific statement but I do know that I have had that  
13 concern and that if the staff finds that they have a need at night the only way  
14 we are going to be able to meet the need is to learn about it ourselves and I  
15 suggested that in lieu of discussing their problems with another employee -  
16 another staff member, I suggested to bring these problems to their supervisor  
17 and give him an opportunity to find a solution."

18           28. The agreement between the Retail Clerks Union Local #991 and the  
19 University of Montana sets forth a specific grievance procedure in Art. XV. In  
20 summary this procedure provides:

- 21                   1) The aggrieved party must present the grievance to  
22                   the union business agent within 20 days.
- 23                   2) Within 10 days the business agent shall present  
24                   the grievance to the appropriate supervisor.  
25                   (emphasis added)
- 26                   3) Grievances not filed within these time limits  
27                   are invalid and without further recourse.
- 28                   4) Within 5 days the supervisor and business  
29                   agent shall make every reasonable effort to  
30                   resolve the grievance.
- 31                   5) If unresolved within 5 days, the grievance  
32                   shall be presented in writing to the personnel  
                    office.

- 6) Grievances which are not satisfactorily settled are submitted to a committee in written form. The committee is to be made up of 3 employer and 3 union representatives.
- 7) The committee is to make a decision within 10 days.
- 8) If not satisfactorily resolved, the grievance is submitted to binding arbitration. (Comp. Ex.2)

29. The original discussion of Ms. Jolly's grievance occurred on October 8 between Mr. Ken Lurass of the Retail Clerks and Mr. Jess Dove, Personnel Director of the University of Montana.

The next communication between the employer and the union was in a letter dated October 12 from Mr. Dove to Mr. Lonny Mayer of the Retail Clerks. In this letter, Mr. Dove stated that there was no contract violation because the qualifications of the applicants for the cashier position were unequal. Under the contract, the seniority provision applies only when the applicants have equal qualifications.

30. Subsequent discussions of the grievance took place on October 20 and October 27 in Mr. Dove's office. On October 27, Mr. Dove directed the union to file the grievance in writing (see step 5 of Finding of Fact #28).

31. On Friday, November 3, Mr. Jess Dove received written notification of the grievance.

32. The University selected 3 members of the grievance committee (see Finding of Fact #28, step 6). (Comp. Ex. 6)

33. Testimony is unclear but indicates that the union did not select its 3 representatives.

34. The management representatives to the grievance committee met, made a decision and on November 10, Mr. Dove responded to Mr. Mayer saying that:

- 1) The union business agent did not present the grievance to the appropriate supervisor.
- 2) There was no attempt made between the appropriate supervisor and the union agent to resolve the grievance within 5 days.

1                   3) The grievance was not presented in writing to  
2                   the designated grievance officer (Personnel)  
3                   within the time limits specified. (Comp. Ex. 7)

4                   35. The union contends that it did not know who was the "appropriate  
5 supervisor".

6                   36. Ms. LaVada (Sue) Cote', cashier in the Copper Commons, testified  
7 that as she was about to go to work (about October 10) she was given information  
8 from the MPEA stating that "We [the M.P.E.A.] are your bargaining agent."  
9 She was told that the information (contained in an unsealed envelope) was infor-  
10 mation about her bargaining unit.

11                   37. Ms. Cote' testified that the information came to her from Ms. Betty  
12 Freline, Secretary of the Food Service, via Mr. Tom Stockstill, manager of the  
13 Copper Commons.

14                   38. Ms. Cote' testified that she was confused because she had been  
15 led to believe that the Retail Clerks would be her bargaining unit.

16                   39. Mr. George Mitchell, representing the University of Montana,  
17 stipulated that the University was in error and communicated mistaken informa-  
18 tion to M.P.E.A. The error was in part due to the fact that some cashier  
19 positions at the University come under the Retail Clerks and some come under  
20 the M.P.E.A. "It was a University error in communication which has been corrected."

21                   40. Resolution and Rationale.

22                   A. On Complainant's allegations 1, 2 and 3, I find that Ms.  
23 Karen Jolly was harassed by Mr. Tom Stockstill, acting on behalf of the University  
24 of Montana, because she filed a grievance with her union. Defendant, University  
25 of Montana, is thereby in violation of the Public Employees Collective Bargaining  
26 Act. This conclusion ensues from the following line of reasoning:

27                   Karen Jolly is a long time employee for the University of  
28 Montana Food Service. The fact that she has been a satisfactory worker is  
29 attested by 1) her promotion to full-time status after being employed part-time  
30 while a student 2) the tenure of her employment.

31                   After being turned down for a position as cashier Ms. Jolly  
32 attempted to find out why she was not hired. Ms. Jolly followed a reasonable,

1 straight forward procedure in contacting the Equal Employment Opportunity  
2 office and at their suggestion contacting Larry Kaul, Assistant Personnel  
3 Director. It was only after getting no information from these sources that  
4 Ms. Jolly filed a grievance using the procedure specified in the Retail Clerks  
5 Union contract.

6 Ms. Jolly filed the grievance with Mr. Ken Lurass of the  
7 Retail Clerks on September 23, 1976. On Friday, October 8, the Union verbally  
8 notified Mr. Jess Dove, Director of Personnel, of the grievance. On Monday  
9 October 11, Mr. Dove notified Mr. Carson Vehrs of Ms. Jolly's grievance.

10 Ms. Jolly has charged that the sugar assignment which was given  
11 to her on a Friday was in retaliation for filing the grievance. Testimony  
12 indicated that the date of assignment was Friday, September 24 or Friday, October  
13 1. Since no one in management knew of the grievance on either of these two dates,  
14 we can conclude that the work assignment was not in retaliation for filing the  
15 grievance but rather better management as testified by Mr. Steve Barclay, Manager  
16 of the University Center Food Service.

17 We must keep in mind the fact that the change in work assign-  
18 ment was made verbally and occurred before management knew of the grievance.

19 It is reasonable to assume that when Mr. Carson Vehrs, Director  
20 of Food Services was notified of the impending grievance on Monday, October 11,  
21 he in turn notified Mr. Steve Barclay, Manager of the University Center Food  
22 Service and Mr. Tom Stockstill, Copper Commons Manager. Mr. Stockstill inter-  
23 viewed all candidates for the cashier's position and Mr. Barclay interviewed the  
24 finalists.

25 Mr. Stockstill testified that he spent a lot of time on the  
26 memo dated October 12, in which he reprimanded Ms. Jolly for the sugars being  
27 left on the pantry counter on October 8. He also testified that he discussed  
28 the memo with Mr. Barclay. Ms. Jolly was cashiering on October 8 and was not  
29 responsible for the sugars discussed in the memo. It is possible that, as Mr.  
30 Stockstill claimed at the hearing, the intent of the memo was to reprimand Ms.  
31 Jolly for not removing the sugars from the counter on October 9 or 10; if so, the  
32 memo which took so much time and effort to prepare was unclear.

1 In testimony, Mr. Stockstill put great weight on the fact that  
2 the memo did not accuse Ms. Jolly directly. However, the fact of the matter is  
3 that the memo was addressed to Ms. Jolly, attached to her time card and given  
4 to no one else.

5 The contract of verbally changing Ms. Jolly's work assignment  
6 before the grievance was known and the great time and care taken with a written  
7 reprimand after the filing of the grievance was known is significant.

8 After Ms. Jolly received the memo, she spoke to Mr. Stockstill  
9 about it. Ms. Jolly testified that he told her that she would not get very  
10 far with her grievance - that there was something about her personality he did  
11 not like. Mr. Stockstill does not recall having made the comment about her  
12 personality and denies saying that she would not get very far with the grievance.  
13 He testified that in their conversation Ms. Jolly asked about the qualifications  
14 of the person hired for the cashier position. Mr. Stockstill claimed responsi-  
15 bility for hiring the cashier and stated that his two supervisors had not had  
16 doubts about his judgment in hiring for the position of cashier.

17 In going to the Equal Employment Opportunity office, Mr. Larry  
18 Kaul, and finally in filing the grievance, Ms. Jolly was in essence questioning  
19 Mr. Stockstill's judgment.

20 It is impossible to re-create the conversation which took place  
21 between Mr. Stockstill and Ms. Jolly. However, it would not be unnatural  
22 for him to resent the fact that Ms. Jolly had questioned his judgment.

23 Testimony and exhibits substantiate the charge that Ms. Jolly  
24 was harassed by Mr. Stockstill because she filed a grievance with her union.

25 B. On complainant's allegation #4, I find that Mr. Carson Vehrs,  
26 acting on behalf of the University of Montana, did not act in violation of the  
27 Public Employees Collective Bargaining Act. This conclusion ensues from the  
28 following line of reasoning:

29 Ms. Jolly's and Mr. Carson Vehrs' testimony about the meeting  
30 which occurred on November 14 was substantially the same. The only point on  
31 which the two witnesses differed was whether Mr. Vehrs stated at that meeting  
32 that he did not want to hear the employees' problems by the grapevine. Ms.

1 Jolly testified that Mr. Vehrs made such a statement while Mr. Vehrs said that  
2 he did not remember making it but that it had been a concern of his. Since Ms.  
3 Jolly remembers Mr. Vehrs having said it and he testified that he had had that  
4 concern, we may reasonably conclude that he did indeed make the statement. Making  
5 the statement itself is of less importance than the significance attached to it  
6 by Ms. Jolly.

7 Mr. Vehrs testified that on October 11 when he first heard about  
8 the grievance he thought that it was strange because normally grievances were  
9 communicated directly to him. At that time, Mr. Vehrs checked to see if the  
10 procedure specified in the contract had been followed. Mr. Vehrs could easily  
11 ascertain that Ms. Jolly had followed the proper procedure in filing her  
12 grievance. Having made this determination there would have been little point  
13 in harassing Ms. Jolly about the grievance more than a month later.

14 It could be argued that Mr. Vehrs was extending his remarks  
15 to the Unfair Labor Practice charge filed by the union on October 29. This  
16 argument would hold little weight because the original charge by the union was  
17 vague enough that it would have been difficult to connect with Ms. Jolly. The  
18 charge was sufficiently vague that the Board of Personnel Appeals granted the  
19 University's motion for a more definite statement. The union's answer was not  
20 received by the Board of Personnel Appeals until November 22, 1976 - long after  
21 the November 14 meeting.

22 The conclusion which must be drawn from the evidence is that in  
23 the meeting on November 14, Mr. Carson Vehrs was, as he testified, asking the  
24 employees to take their ordinary work problems to their supervisors.

25 C. On complainant's allegations 5 and 6, I find that the University  
26 of Montana did not commit an Unfair Labor Practice by refusing to go to arbitration.  
27 This conclusion ensues from the following line of reasoning:

28 The union charges in themselves are confusing. The grievance  
29 procedure set forth in Article XV of the contract mentions a committee of six  
30 (three chosen by management and three chosen by the union) which would hear a  
31 grievance. (Finding of Fact 28, No. 6). If the committee is unable to resolve  
32 the grievance within 10 days, the grievance is to be submitted to a single

1 arbitrator chosen from a panel of five names to be submitted by the Federal  
2 Mediation and Conciliation Service.

3           The union charge appears to be directed at the appointment  
4 of the committee to hear the grievance. In a letter to Mr. Mayer dated November  
5 5, 1976, Mr. Jess Dove, Personnel Director, agreed that "The three members of  
6 the employer representation will be selected the first of this next week and a  
7 meeting will be called to hear the grievance during that week." (Complainant's  
8 Ex. 6).

9           There was no evidence introduced that the union ever designated  
10 it's three representatives to the committee.

11           The management representatives met with Mr. Dove and came to  
12 the decision relayed by him to Mr. Lonny Mayer of the Retail Clerks on November  
13 10, 1976 (see Finding of Fact No. 34). In essence, the determination was that  
14 the union had not complied with the time limits specified in the contract.

15           The union excuses its tardiness in presenting the grievance  
16 to the University on the grounds that it did not know who was the appropriate  
17 supervisor - the person to whom they should present the grievance.

18           The Hearing Examiner is easily persuaded that the management  
19 heirarchy in the Food Service Department is sufficiently complex as to make  
20 it difficult, if not impossible, to identify who the appropriate supervisor  
21 might be.

22           The union contends that because it did not know who the  
23 appropriate supervisor was that steps 1 and 2 in the grievance procedure should  
24 have no force and effect.

25           Both sides seem to be in error in handling the grievance.  
26 The University is very vague about who has the authority to interpret the  
27 contract and to handle the grievance procedure. This situation should be  
28 straightened out. The University should designate a specific individual in the  
29 Food Service Department as "appropriate supervisor".

30           On the other hand, the most telling error was committed by the  
31 union when it made no attempt to identify the appropriate supervisor within the  
32 time frame specified in the contract. It was 16 days after Ms. Jolly filed the

1 grievance before the union approached anyone at the University about the matter.  
2 It appears that the union did not make a good faith effort to meet the 10 day  
3 time limit specified in the contract.

4 The University did not commit an Unfair Labor Practice by  
5 refusing to go to arbitration.

6 D. On Complainant's allegation 7, I find that the University of  
7 Montana committed no Unfair Labor Practice. This conclusion ensues from the  
8 following line of reasoning:

9 There was no testimony or evidence introduced by the Union  
10 other than Ms. Coté's testimony that she had received the information from the  
11 Montana Public Employees Association (Finding of Fact 33, 34, 35).

12 In stipulating to an error on the part of the University  
13 (Finding of Fact 39), Mr. Mitchell emphasized that the University had been in  
14 error in submitting incorrect information to the M.P.E.A. and it had acted on  
15 information it believed to be correct.

16 In light of the stipulation and in the absence of any evidence  
17 or testimony to indicate that the University deliberately attempted to undermine  
18 the Retail Clerks Union Local 991, the situation must be considered as a regret-  
19 table error.

#### 20 CONCLUSION OF LAW

21 1. That the University of Montana has violated provisions of Section  
22 59-1605(1)(a) by engaging in an unfair labor practice against a public employee's  
23 rights guaranteed in Section 59-1603(1)(a). Specifically, in that Ms. Karen Jolly  
24 was harassed by her supervisor, Mr. Tom Stockstill, because she had filed a  
25 grievance with her union.

26 2. That the University of Montana has not violated provisions of  
27 59-1605 as charged in other specific allegations of the complaint. Those specific  
28 charges are hereby dismissed.

#### 29 RECOMMENDED ORDER

30 It is hereby ordered that the University of Montana:

31 1. Take the following affirmative action:

32 a) Cease and desist in a like or related manner  
from interfering with the rights guaranteed

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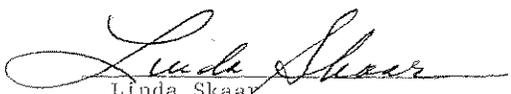
to public employees in Section 59-1603(1)(a).

b) Specifically, cease and desist in a like or related manner from harassing Ms. Karen Jolly for exercising her collective bargaining rights (in filing a grievance with her union) as provided for in Section 59-1603(1)(a).

NOTICE: Exceptions may be filed to these Findings of Fact, Conclusions of Law, and Recommended Order within twenty (20) days service thereof. If no exceptions are filed with the Board within the period of time, the Recommended Order shall become a Final Order. Exceptions shall be addressed to the Board of Personnel Appeals, 1417 Helena Avenue, Helena, Montana 59601.

DATED this 9 day of March, 1977.

BOARD OF PERSONNEL APPEALS

  
Linda Skaay  
Hearing Examiner

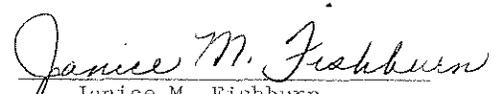
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CERTIFICATE OF MAILING

I, Janice M. Fishburn, hereby certify and state that I mailed on the 9 day of March, 1977, a true and correct copy of the FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDED ORDER to the following:

Mr. Lonny Mayer, President  
Retail Clerks Local 991  
P.O. Box 112  
Missoula, MT 59801

Dr. Richard Bowers, President  
University of Montana  
Missoula, MT 59801

  
Janice M. Fishburn