

STATE OF MONTANA  
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE NO. 34-80:

CIRCLE TEACHERS ASSOCIATION, )  
Complainant, )  
- vs - )  
McCONE COUNTY SCHOOL DISTRICT )  
NO. 1, )  
Defendant. )

FINAL ORDER

\*\*\*\*\*

No exceptions having been filed, pursuant to ARM 24.26.215,  
to the Findings of Fact, Conclusions of Law and Recommended  
Order issued on April 20, 1981;

THEREFORE, this Board adopts that Recommended Order in this  
matter as its FINAL ORDER.

DATED this 15th day of May, 1981.

BOARD OF PERSONNEL APPEALS

By John Kelly Addy  
John Kelly Addy  
Chairman

\*\*\*\*\*

CERTIFICATE OF MAILING

The undersigned does certify that a true and correct copy  
of this document was mailed to the following on the 21 day  
of May, 1981:

Emilie Loring  
HILLEY & LORING, P.C.  
Attorneys at Law  
Executive Plaza, Suite 2G  
121 4th Street North  
Great Falls, MT 59401

Louis Schnebly, Superintendent  
McCone County School Dist. No. 1  
Circle High School  
Circle, MT 59215

Chadwick H. Smith  
Attorney at Law  
26 West Sixth Avenue  
Helena, MT 59601

Tom Gigstad  
MEA Service Area No. 4  
P.O. Box 1382  
Glendive, MT 59330

Jennifer Jackson

STATE OF MONTANA  
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE CHARGE NO. 34-80:

1	CIRCLE TEACHERS ASSOCIATION,	)	
2		)	
3	Complainant,	)	FINDINGS OF FACT;
4		)	CONCLUSIONS OF LAW;
5	vs.	)	AND RECOMMENDED ORDER
6	McCone County School District	)	
7	Number 1,	)	
8	Defendant.	)	

\* \* \* \* \*

On August 15, 1980, the Complainant, in the above captioned matter, filed an unfair labor practice complaint with this Board charging the Defendant of violating Section 34-31-401(5) MCA. More specifically, the Complainant alleged that the Defendant did not bargain in good faith in that the Defendant entered into individual contracts with three teachers which did not conform to the negotiated agreement.

The Defendant, on August 29, 1980, filed an ANSWER to the complaint with this Board denying violation of Section 39-31-401(5) MCA.

On November 21, 1980, this Board issued a NOTICE OF HEARING which set a formal hearing in this matter for December 10, 1980. The parties to this matter agreed to vacate the scheduled formal hearing date to provide an opportunity to agree upon the facts in this matter and dispose of the necessity of a formal hearing.

By STIPULATION signed on December 31, 1980, the parties agreed upon the facts in this matter, set forth their contentions, identified remedies and set a briefing schedule. The last brief in this matter was received on February 13, 1981.

Complainant, Circle Teachers Association, was represented by Emilie Loring, Attorney, Great Falls, Montana.



1 Defendant, McCone County School District Number 1, was  
2 represented by Chadwick H. Smith, Attorney, Helena, Montana.

3  
4 COMPLAINANT'S CONTENTIONS

5 1. As the series of collective bargaining agreements  
6 all provide for an individual teacher to waive educational  
7 credits and/or experience by affidavit and no affidavits  
8 were requested of nor signed by the three teachers, the  
9 experience levels set forth in the salary schedules must  
10 apply.

11 2. Individual bargaining which results in lowering  
12 salary schedules for individual teachers is an unfair labor  
13 practice, constituting failure to bargain in good faith with  
14 the recognized exclusive representative of Defendant's  
15 faculty in violation of Section 39-31-401(5), M.C.A.

16 3. Complainant is not required to utilize the grievance  
17 procedure in an attempt to remedy an unfair labor  
18 practice.

19 4. The Board of Personnel Appeals has jurisdiction to  
20 decide an allegation of failure to bargain in good faith.

21  
22 DEFENDANT'S CONTENTIONS

23 1. The named teachers received experience credit  
24 based upon the information received from each of them at the  
25 time of each teacher's first contract and they are now  
26 estopped from attempting to vary the individual written  
27 contracts based upon such information.

28 2. The named teachers are bound by the individual  
29 teacher contracts they entered into for each of the years in  
30 question. By signing the individual contracts, the teachers  
31 waived any additional right which may have been available to  
32 them by reason of earlier collective bargaining. Each

1 teacher knew the school policy on experience credit outside  
2 of the system and accepted it by signing the individual  
3 contracts offered.

4 3. Affidavits are not required for waiver of rights  
5 under the master collective bargaining agreement. The col-  
6 lective bargaining agreement does not require affidavits but  
7 provides that affidavits "may" be given. The law of con-  
8 tracts provides that the last writing between the parties is  
9 controlling on any subject therein contained and the named  
10 teachers did in fact waive any rights to salary greater than  
11 stated in the individual contracts.

12 4. A waiver of a contractual right by a subsequent  
13 written contract has no relationship to collective bargain-  
14 ing. The individual teachers may enforce the collective  
15 bargaining agreement if they desire or may waive any pro-  
16 vision thereof individually if they desire. Such decision  
17 by the teacher and the school district is not an unfair  
18 labor practice and the waiver by subsequent contract is  
19 legal.

20 5. The named teachers did not proceed to determine  
21 the alleged grievance under the contracted grievance proce-  
22 dure before proceeding with other quasi-judicial remedies  
23 and therefore this untimely administrative proceeding must  
24 be dismissed.

25 6. That each named teacher received the salary as  
26 contracted and is not entitled to any further payment for  
27 services or otherwise.

28 7. That the Board of Personnel Appeals lacks juris-  
29 diction over the subject matter stated in the charge filed  
30 herein.

31 8. That the charge fails to state facts sufficient to  
32 constitute a valid claim against the defendant upon which  
any relief can be granted.



1           2.    Circle Teachers' Association, affiliated with the  
2 Montana Education Association, is the recognized exclusive  
3 bargaining representative for the faculty employed in the  
4 Circle schools.

5           3.    In 1964 the Circle Education Association affili-  
6 ated with the Montana Education Association and remained  
7 affiliated through 1972. Sometime thereafter the Circle  
8 Teachers' Association, an independent organization, was  
9 formed and recognized by Defendant School District. Exhi-  
10 bits A, B, and C were contracts with the independent organi-  
11 zation. In September 1978 the Circle Teachers' Association  
12 affiliated with the Montana Education Association. Exhibits  
13 D, E and F were with the MEA affiliate.

14           4.    There have been a series of collective bargaining  
15 agreements between the parties attached hereto, as follows:

- 16           Exhibit A, 1975-1976 Agreement, executed March 3, 1975  
17           Exhibit B, 1976-1977 Agreement, executed March 12, 1976  
18           Exhibit C, 1977-1978 Agreement, executed May 9, 1977  
19           Exhibit D, 1978-1979 Agreement, executed Sept. 12, 1978  
20           Exhibit E, 1979-1980 Agreement, executed Nov. 14, 1979  
21           Exhibit F, 1980-1981 Agreement, executed May 22, 1980

22  
23 Each of the Agreements contained the following language:

24           "Educational credits and/or Experience: A teacher  
25 may sign an affidavit to waive educational credits  
26 and/or experience to enable them to be placed on  
27 the salary schedule at a level mutually agreed  
28 upon. Any future raises for this person based on  
29 either vertical (experience) or horizontal (edu-  
30 cational) advancement will be computed from the  
31 agreed base and only education and experience  
32 gained after the date of this waiver will be used  
for advancement on this or future salary schedules."

33           5.    Daisy Langton was employed as a teacher by the  
34 Defendant School District in November, 1975. At that time  
35 she had two years and eight months teaching experience in

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other schools. She was given credit for one year previous experience and placed at the first year level of the salary schedule. She had a BA degree and has not earned sufficient additional educational credits to move to the BA + 1 salary column. Langton never signed an Affidavit waiving correct placement.

Langton was placed upon the negotiated salary schedule showing one year prior experience when she was hired for the 1975-1976 school year in that she reported only one year of prior teaching experience. Later she contended she had two years' prior experience and was moved up another year. Langton entered into an individual written contract with the school district for each school year, after the annual collective bargaining agreement was signed, and accepted the salary offered as taken from the negotiated salary schedule without objection. No grievance procedure was followed as provided in the collective bargaining agreement prior to proceeding before the Board of Personnel Appeals.

Langton alleges placement and salary discrepancies as follows:

<u>Year</u>	<u>Level Placed and Salary Paid</u>		<u>Level Association Contends Teacher Should Have Been Placed and Salary Association Contends Should Have Been Paid</u>	
1975-76	1	(130 days) \$ 6,236	3	\$ 8,970
1976-77	3	9,480	4	9,770
1977-78	4	10,560	5	10,880
1978-79	5	11,349	6	11,678
1979-80	6	12,340	7	12,720
1980-81	7	14,100	8	14,520

6. Betty McGarvey was employed as a teacher by the Defendant School District in August, 1975. At that time she had had nine (9) years teaching experience, two of them in the Circle school system and the balance in other schools. She was given credit for five (5) years of experience and



1 placed at the five-year experience step of the salary sche-  
 2 dule. McGarvey had a BA degree in 1975 and was placed in  
 3 the BA + 1 salary column in the 1977-78, 1978-79, 1979-80  
 4 and 1980-81 academic years. McGarvey never signed an affi-  
 5 davit waiving correct placement.

6 McGarvey was informed when entering the Circle school  
 7 system that school policy provided that "Five (5) years'  
 8 maximum experience to be credited to teacher entering system  
 9 from other schools for salary schedule position". The  
 10 policy is applied by considering each entry from another  
 11 school as a starting entry. McGarvey was offered a first  
 12 year contract allowing five (5) years' prior teaching experi-  
 13 ence on the negotiated salary schedule. McGarvey accepted  
 14 the contract and the policy, and entered into an individual  
 15 contract with the school district for each school year,  
 16 after the annual collective bargaining agreement was signed,  
 17 and accepted the salary offered as taken from the negotiated  
 18 salary schedule without objection.

19 McGarvey alleges placement and salary discrepancies as  
 20 follows:

21			Level Association Contends		
22			Teacher Should Have Been		
23			Placed and Salary Associ-		
	<u>Year</u>	<u>Level Placed and</u>	<u>ation Contends Should Have</u>		
		<u>Salary Paid</u>	<u>Been Paid</u>		
24	1975-76	5 BA \$ 9,750	9	BA	\$10,686
	1976-77	6 BA 10,770	10	BA	11,520
25	1977-78	7 BA + 1 11,990	10 (top)	BA + 1	13,020
	1978-79	8 BA + 1 12,862	11 (top step)	BA + 1	13,938
	1979-80	9 BA + 1 14,150	11 (top step)	BA + 1	14,980
26	1980-81	(-----on maternity leave-----)			

27 7. Allan Dancer was employed as a teacher by the  
 28 Defendant School District in August, 1978. At that time he  
 29 had seven (7) years teaching experience in other schools.  
 30 He was given credit for five (5) years of experience and  
 31 placed at the fifth year level of the salary schedule. He  
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never signed an affidavit waiving correct placement. He is no longer employed by the District.

Dancer was informed when entering the Circle school system that school policy provided that "Five (5) years' maximum experience to be credited to teacher entering system from other schools for salary schedule position." The policy is applied by considering each entry from another school as a starting entry. Dancer was offered a first year contract allowing five (5) years' prior teaching experience on the negotiated salary schedule. Dancer accepted the contract and the policy, and entered into an individual contract with the school district for each school year, after the annual collective bargaining agreement was signed, and accepted the salary offered as taken from the negotiated salary schedule without objection.

Dancer alleges placement and salary discrepancies as follows:

Year	Level Placed and Salary Paid	Level Association Contends Teacher Should Have Been Placed and Salary Association Contends Should Have Been Paid
1978-79	5 \$11,349	7 \$12,008
1979-80	6 12,340	8 13,090

8. Individual contracts were signed between Defendant and the three teachers for each academic year involved. See Exhibits G through S. These contracts contain the salaries as set forth for each teacher in the "Level Placed and Salary Paid" columns in statements of fact 5, 6 and 7.

DISCUSSION

There has been a series of collective bargaining agreements between the Circle Teacher's Association (hereinafter the Association) and McCone County School District No. 1 (hereinafter the District):



1 Exhibit A, 1975-1976 Agreement, executed March 3, 1975  
2 Exhibit B, 1976-1977 Agreement, executed March 12, 1976  
3 Exhibit C, 1977-1978 Agreement, executed May 9, 1977  
4 Exhibit D, 1978-1979 Agreement, executed Sept. 12, 1978  
5 Exhibit E, 1979-1980 Agreement, executed Nov. 14, 1979  
6 Exhibit F, 1980-1981 Agreement, executed May 22, 1980

7 Each of the collective bargaining agreements contained  
8 the following provision:

9 Educational Credits and/or Experience: A teacher  
10 may sign an affidavit to waive educational credits  
11 and/or experience to enable them to be placed on  
12 the salary schedule at a level mutually agreed  
13 upon. Any future raises for this person based on  
14 either vertical (experience) or horizontal (edu-  
15 cational) advancement will be computed from the  
16 agreed base and only education and experience  
17 gained after the date of this waiver will be used  
18 for advancement on this or future salary schedules.

19 At time of hiring, neither Daisy Langton (employed  
20 November, 1975), Betty McGarvey (employed August, 1975) nor  
21 Allan Dancer (employed August, 1978) signed such "affidavits"  
22 to waive educational and/or experience credits. Assuming  
23 that individual teachers could waive or modify the terms of  
24 a collective bargaining agreement by written affidavit, a  
25 proposition upon which I decline to rule, attempts to alter  
26 the terms of the existing collective bargaining agreement  
27 via this contractual method were not made. Thus, the ques-  
28 tion of a "clear and unmistakable" contract waiver is not in  
29 issue (see Tinken Roller Bearing Co. v. NLRB, 325 F.2d 746,  
30 751, 54LRRM 2785 (6th Cir. 1963) cert. denied, 376 U.S. 971,  
31 55 LRRM 2878 (1964)).

32 At time of hiring and ensuing years the District entered  
into individual contracts with Langton, McGarvey and Dancer  
(Exhibits G through S). Each individual contract with each  
of the affected teachers reflects a starting salary less  
than stated in the appropriate collective bargaining agree-  
ment considering the total actual experience credits of each  
affected teacher. The Association argues that it is an  
unfair labor practice for an employer to individually nego-

1 tiate initial placement on the salary schedule inconsistent  
2 with terms of the collective bargaining agreement. The  
3 District maintains that the teachers were contracted and  
4 paid in accordance with existing school policy and are now  
5 estopped from claiming more experience credit contrary to  
6 the terms of the individual employment contracts they signed,  
7 which contracts are the last writing on the subject.

8 It is well settled that an employer cannot ignore the  
9 recognized collective bargaining agent and negotiate indi-  
10 vidually with employees on matters inconsistent with the  
11 existing collective bargaining agreement. The U.S. Supreme  
12 Court held in J.I. Case Co. v. NLRB, 321 U.S. 332 (1944) 14  
13 LRRM 501, that such individual bargaining was in violation  
14 of the Labor Management Relations Act (LMRA), Section 8(a)(5),  
15 analagous to Section 39-31-401(5) MCA. Citing the J.I. Case  
16 Co., supra case, this Board, in ULP #23-78, Frazer Education  
17 Association, MEA v. Valley County School District 2 and 2B  
18 found that an employer who bargained individually with  
19 employees violated Section 39-31-401(5) MCA. (See also  
20 Billings Board of Trustees v. Montana, 103 LRRM 2285 (Mont.  
21 Sup. Ct. 1979)). In this present matter, the District  
22 entered into individual contracts with three teachers which  
23 reflect a salary less than that stated in the collective  
24 bargaining agreement. The District argues, citing J.I. Case  
25 Co., supra., that individual bargaining is not in violation  
26 of the Collective Bargaining Act for Public Employees.  
27 Furthermore, the District contends that a collective bar-  
28 gaining agreement or master agreement does not supercede or  
29 proscribe an individual agreement. Although J.I. Case Co.  
30 supra indicates that individual contracts may be proper  
31 under certain strict circumstances, the Supreme Court con-  
32 cluded in J.I. Case Co. supra.:

1 After the collective trade agreement is made,  
2 the individuals who shall benefit by it are iden-  
3 tified by individual hirings. The employer,  
4 except as restricted by the collective agreement  
5 itself and except that he must engage in no unfair  
6 labor practice or discrimination, is free to  
7 select those he will employ or discharge. But the  
8 terms of the employment already have been traded  
9 out. There is little left to individual agreement  
10 except the act of hiring. This hiring may be by  
11 writing or by word of mouth or may be implied from  
12 conduct. In the sense of contracts of hiring,  
13 individual contracts between the employer and  
14 employee are not forbidden, but indeed are nec-  
15 essitated by the collective bargaining procedure.

16 But, however engaged an employee becomes  
17 entitled by virtue of the Labor Relations Act  
18 somewhat as a third party beneficiary to all  
19 benefits of the collective trade agreement, even  
20 if on his own he would yield to less favorable  
21 terms. The individual hiring contract is subsid-  
22 iary to the terms of the trade agreement and may  
23 not waive any of its benefits...

24 Individual contracts, no matter what the  
25 circumstances that justify their execution or what  
26 their terms, may not be availed of to defeat or  
27 delay the procedures prescribed by the National  
28 Labor Relations Act looking to collective bargain-  
29 ing, nor to exclude the contracting employee from  
30 a duly ascertained bargaining unit; nor may they  
31 be used to forestall bargaining or to limit or  
32 condition the terms of the collective agreement.

It is equally clear since the collective  
trade agreement is to serve the purpose contem-  
plated by the Act, the individual contract cannot  
be effective as a waiver of any benefit to which  
the employee otherwise would be entitled under the  
trade agreement. The very purpose of providing by  
statute for the collective agreement is to super-  
sede the terms of separate agreements of employees  
with terms which reflect the strength and bargain-  
ing power and serve the welfare of the group. Its  
benefits and advantages are open to every employee  
of the represented unit, whatever the type or  
terms of his pre-existing contract of employment.

In the matter before the Board, the District entered  
into individual contracts with the three teachers which  
addressed items other than just the "act of hiring". In  
addition, the salary amounts contained in the individual  
contracts are less than stated in the master agreement  
considering educational and experience credits. The three  
teachers did not sign an affidavit to waive educational

1 and/or experience credits as provided for by the master  
2 agreement. The individual contracts cannot act as a waiver  
3 to a reduced salary level. It is clear that the District  
4 bargained individually with employees in violation of Sec-  
5 tion 39-31-401(5) MCA.

6 The District argues that this Board has no jurisdiction  
7 in this matter because none of the claims involve collective  
8 bargaining issues. The District further argues that there  
9 are no Montana statutes which authorize this Board to  
10 determine wage claims of public employees, including school  
11 teachers under contract. The Association is requesting  
12 back-pay for three teachers. However, the claim for back-  
13 pay was not a simple issue in and by itself. The Associa-  
14 tion charged the District with an unfair labor practice which  
15 allegedly resulted in a reduction in salary for three teachers.  
16 It is determined (see above) that, indeed, the District did  
17 commit an unfair labor practice by its action of bargaining  
18 individually with employees. This Board does have juris-  
19 diction in matters of collective bargaining for public  
20 employees, including unfair labor practice charges. (See  
21 NLRB v. C & C Plywood Corp., 64 LRRM 2065 (U.S. Sup. Ct.  
22 1967)).

23 No grievance relating to the alleged misplacement of  
24 the three teachers on the salary matrix was filed pursuant  
25 to the grievance procedure contained in the collective  
26 bargaining agreement (see Stipulated Facts). The District  
27 argues that the three teachers are required to exhaust the  
28 contractual remedy (grievance procedure) before going to any  
29 other forum for adjudication. Furthermore, the District  
30 maintains that this Board must honor the terms of a collec-  
31 tive bargaining agreement entered into by the parties unless  
32 it violates a provision of the Public Employees Collective

1 Bargaining Act. The District's arguments miss the point  
2 because at issue in this matter is an unfair labor practice  
3 charge. This Board has the power and authority to adjudi-  
4 cate such charges (Section 39-31-403 MCA). The authority to  
5 remediate unfair labor practices "...shall not be affected  
6 by any other means of adjustment or prevention that has been  
7 or may be established by agreement..." (C & S Industries,  
8 Inc., 158 NLRB No. 43, 62 LRRM 1043 (1966)). Should the  
9 District be implying that the matter of the unfair labor  
10 practice charge be deferred to the contract grievance proce-  
11 dure, they would be in error. The National Labor Relations  
12 Board addressed this question and adopted a prearbitral  
13 deferral policy in 1971, Collyer Insulated Wire, 192 NLRB  
14 837, 77 LRRM 1931 (1971). However, one of the key elements  
15 of the Collyer Doctrine is the existence of final and bind-  
16 ing arbitration in the contractual grievance procedure,  
17 Wheeler Const. Co., 219 NLRB 104, 90 LRRM 1173 (1975). The  
18 grievance procedure contained in the collective bargaining  
19 agreement does not culminate in final and binding arbitra-  
20 tion. Therefore, this matter cannot be deferred to the parties  
21 for settlement within the boundaries of the agreement, but  
22 is properly addressed before this Board.

23 The last issue to be addressed, as I find, is the  
24 matter of the five-year experience maximum credit policy  
25 adopted by the District. This policy, as explained in the  
26 Stipulated Facts, limits new teachers to five years of  
27 experience credit in determining placement within the nego-  
28 tiated salary matrix. The collective bargaining agreement  
29 sets forth no limitations as to placement of new teachers on  
30 to the salary matrix except for the signed affidavit waiver  
31 provision which was not implemented. The District contends  
32 that the teachers were placed upon the salary matrix accord-

1 ing to educational and experience credits declared in the  
2 individual contracts and in accordance with school policy.  
3 The individual contracts have already been found to be in  
4 violation of the Act. We must now address the school policy  
5 which limits new teachers to five years of experience.

6 First, I think, we must determine if the policy is a  
7 negotiable item or a sole prerogative of the District. The  
8 Kansas Supreme Court developed a balancing test to address  
9 such a question in N.E.A. v. Shawnee Mission Board of Educa-  
10 tion, 512 P2d 426, 84 LRRM 2223 (1973). The Kansas Court  
11 said:

12 It does little good, we think, to speak of  
13 negotiability in terms of "policy" versus something  
14 which is not "policy". Salaries are a matter of  
15 policy, and so are vacation and sick leaves. Yet  
16 we cannot doubt the authority of the Board to  
17 negotiate and bind itself on these questions. The  
18 key, as we see it, is how direct the impact of an  
19 issue is on the well being of the individual teacher,  
20 as opposed to its effect on the operation of the  
21 school system as a whole. [Emphasis added] The  
22 line may be hard to draw, but in the absence of  
23 more assistance from the legislature the courts  
24 must do the best they can. The similar phrase-  
25 ology of the N.L.R.A. has had a similar history of  
26 judicial definition. See Fibreboard Corporation  
27 v. Labor Board., 379 U.S. 203, 13 L.Ed. 2d 233, 85  
28 S. Ct. 398, 57 LRRM 2609 and especially the con-  
29 curring opinion of Stewart, J. at pp. 221-222.

30 The subjects of wages, hours and working conditions are the  
31 very root of collective bargaining. Placement on a salary  
32 matrix can only be considered a "wage" matter and would have  
the upmost of direct impact on an individual. Applying the  
Kansas Court balancing test can only prove that the District's  
five-year maximum experience policy is a mandatory subject  
of bargaining.

Secondly, we must consider the relationship of the  
District's policy, which is a mandatory subject of bargaining  
to the collective bargaining agreement. It is well settled  
labor law that the duty to bargain is an on-going process.

1 Unilateral changes in respect to wages, hours and other  
2 terms and conditions of employment by an employer during  
3 this process is a clear violation of the Act. (See NLRB v.  
4 Katz, 50 LRRM 2177 (U.S. Supreme Ct. 1962)). In this matter  
5 the District unilaterally established a policy which affected  
6 the salaries of employees represented by a collective bar-  
7 gaining representative.

8  
9 CONCLUSIONS OF LAW

10 The Defendant, McCone County School District No. 1,  
11 did, by its action of negotiating individually with its  
12 employees, violated Section 39-31-401(5) MCA.

13  
14 RECOMMENDED ORDER

15 It is hereby ordered that the Defendant, McCone County  
16 School District No. 1, shall:

- 17 1. Cease and desist from bargaining individually with  
18 employees represented by the Circle Teachers'  
19 Association;
- 20 2. Make Daisy Langton, Betty McGarvey and Allan  
21 Dancer whole by paying them the difference between  
22 their proper salary level and the salaries actually  
23 paid between February 15, 1980, and August 15,  
24 1980;
- 25 3. Place Daisy Langton on the eight-year experience  
26 level of the negotiated salary schedule, effective  
27 with the beginning of the 1980-81 school year;
- 28 4. Place Betty McGarvey, when she returns from mater-  
29 nity leave, on the experience level consistent  
30 with fourteen years of experience, BA + 1, of the  
31 negotiated salary schedule, effective upon her  
32 return from maternity leave;

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5. Post these FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER for not less than thirty (30) days in the usual posting location(s) in a conspicuous manner.

SPECIAL NOTE

Pursuant to Rule ARM 24.26.684, the above RECOMMENDED ORDER shall become the FINAL ORDER of this Board unless written exceptions are filed within 20 days after service of these FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDED ORDER upon the parties

DATED this 20<sup>th</sup> day of April, 1981.

BOARD OF PERSONNEL APPEALS

BY Stan Gerke  
Stan Gerke  
Hearing Examiner

CERTIFICATE OF MAILING

I, Jennifer Jacobson, do hereby certify and state that on the 20 day of April, 1981, I did mail a true and correct copy of the above FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER to the following:

Emilie Loring  
Hilley & Loring, P.C.  
Attorney at Law  
1713 Tenth Avenue South  
Great Falls, MT 59405

Louis Schnebly, Superintendent  
McCone County School District No. 1  
Circle High School  
Circle, MT 59215

Chadwick H. Smith  
Attorney at Law  
26 West Sixth Avenue  
Helena, MT 59601

Tom Gigstad  
MEAD Service Area No. 4  
P.O. Box 1382  
Glendive, MT 59330

Jennifer Jacobson

PAD5/a

