

STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE NO. 18-82:

CHAUFFEURS, TEAMSTERS AND)
HELPERS, LOCAL #190,)
Complainant,)
- vs -) FINAL ORDER
YELLOWSTONE COUNTY SCHOOL DISTRICT)
#26, LOCKWOOD SCHOOL SYSTEM,)
BILLINGS, MONTANA,)
Defendant.)

No exceptions having been filed, pursuant to ARM 24.26.215,
to the Findings of Fact, Conclusions of Law and Recommended
Order issued on February 8, 1983, by Hearing Examiner Rick
D'Hooge;

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

DATED this 9th day of March, 1983.

BOARD OF PERSONNEL APPEALS

By Joan Uda
Joan Uda
Alternate Chairman

CERTIFICATE OF MAILING

The undersigned does certify that a true and correct copy
of this document was mailed to the following on the 9th day
of March, 1983:

Emilie Loring
HILLEY & LORING, P.C.
121 4th Street North
Great Falls, MT 59401

Dennis O. Espeland
Superintendent of Schools
Lockwood Schools
District 26 - Yellowstone Cty.
Route 2
Billings, MT 59101

Richard L. Larsen
LARSEN & ASSOCIATES
1733 Parkhill
Billings, MT 59102

Jennifer Jacobson



STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE CHARGE 18-82

CHAUFFEURS, TEAMSTERS AND HELPERS)
LOCAL #190,)
Complainant,)
vs.)
YELLOWSTONE COUNTY SCHOOL DISTRICT)
#26, LOCKWOOD SCHOOL SYSTEM,)
BILLINGS, MONTANA,)
Defendant.)

* * * * *

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND RECOMMENDED ORDER

* * * * *

The Chauffeurs, Teamsters and Helpers Local No. 190 (Union) filed an unfair practice charge against Yellowstone County School District #26, Lockwood School System, Billings, Montana (School District) alleging that an agent of the School District threatened the School District employees with the loss of their jobs; that an agent of the School District displayed a proposed subcontracting agreement between the School District and an independent cleaning contractor to the School District employees; and that an agent of the School District warned the School District employees "not to get carried away" in negotiations or they would be replaced by an individual cleaning contractor. The School District denies all allegations.

A hearing was held on July 27, 1982, under the authority of Section 39-31-406 MCA and the Administrative Procedure Act (Title 2, Chapter 4, MCA). The parties stipulated that the defendant is a public employer as defined by the Collective Bargaining Act (Title 39, Chapter 31, MCA); that the complainant is a labor organization and defined by the

1 Collective Bargaining Act; and that the parties have no
2 question of jurisdiction.

3 Because the Board of Personnel Appeals has little
4 precedent in some areas, I will cite federal statute and
5 case law for guidance in the application of Montana's Collec-
6 tive Bargaining Act, Title 39, Chapter 31, MCA (Act). The
7 federal statute will generally be the National Labor Relations
8 Act, 29 U.S.C., Section 151-166 (NLRB) precedent for guidance.
9 (State Department of Highways v. Public Employees Craft
10 Council, 165 Mont. 349, 529 P.2d 785, 1974; AFSCME Local
11 2390 v. City of Billings, 555 P.2d 507, 93 LRRM 2753, 1976;
12 State of Montana ex. rel., Board of Personnel Appeals v.
13 District Court of the Eleventh Judicial District, 598, P.2d
14 1117, 36 State Reporter, 1531, (1979); Teamsters Local 45 v.
15 Board of Personnel Appeals and Stewart Thomas McCarvel, 635
16 P.2d 1310, 38 State Reporter 1841, (1981).

17 I. FINDINGS OF FACT

18 After a thorough review of the testimony, exhibits,
19 post hearing briefs, and reply brief, I make the following
20 findings:

21 1. In September of 1980, the Union won an election to
22 represent a collective bargaining unit of about 10 employees
23 consisting of housekeepers, custodians and an offset printer
24 employed at the School District.

25 2. The parties entered into the first collective bar-
26 gaining agreement which expired July 1, 1982.

27 3. In January of 1982, the Union held a meeting with
28 the bargaining unit of the employees to draw up proposals
29 for a new collective bargaining agreement.

30 4. On March 11, 1982, by letter, the Union served a
31 notice to negotiate a new collective bargaining agreement.
32 Attached to the notice to negotiate a new collective bargaining

1 unit were two pages of Union proposals including a proposal
2 to change the job descriptions of the housekeepers. (Union
3 Exhibit #1).

4 5. By letter of March 15, 1982, the Union notified
5 the School District that Georgia Williams and Brenda Kline,
6 Housekeeper, would be members of the Union negotiating team.
7 The Union requested that Georgia Williams and Brenda Kline
8 be available for any negotiating meetings. (Union Exhibit
9 #2.)

10 6. Union witness Linda Zelmer, Housekeeper, testified
11 that 1) there was some rumors among the teachers about
12 subcontracting out the housekeeping duties; that Mr. Doug
13 True, Maintenance and Housekeeping Supervisor, Lockwood
14 School District, stated to her that the School District was
15 just thinking about subcontracting the housekeeping and it
16 was no big thing; 2) that about two weeks before the first
17 negotiations meeting, Doug True handed a key ring to her
18 from Maxine's Cleaning Company; 3) that about a week or so
19 before the first negotiations meeting, Doug True entered the
20 large junior high school bandroom where she and Marcy Strever
21 were working; that Doug True told them that if they did not
22 wish to lock doors and sweep entrances they would get their
23 hours cut; that Doug True said Dennis Espeland, Superin-
24 tendent, was mad and Dennis Espeland would cut their hours
25 if they did not wish to work; that Doug True then said I
26 want you girls to look at something and laid a proposal from
27 a cleaning company on the podium; that the proposal had
28 numbers on it, had no name on it and stated how much the
29 School District could save by subcontracting; that she did
30 not pay much attention to the proposal and she cannot remem-
31 ber any of the numbers on the proposal because Doug True was
32 busy stating how much money the School District could save

1 by not paying the employees' insurance; 4) that Doug True
2 asked them to talk to Brenda Klein and Georgia Williams and
3 tell Klein and Williams not to expect or not to ask too much
4 from negotiations; and that she did not talk to Brenda Klein
5 and Georgia Williams about the incident.

6 7. Union witness Marcie Strever, housekeeper, testified
7 that Doug True handed her a key ring from a private cleaning
8 company, she read it, and handed it back to Mr. True; that
9 sometime after the Union's proposals were mailed and before
10 the first negotiations meeting, probably March, Doug True
11 entered the junior high school music room and asked Linda
12 Zelmer and her if they wished to work or do their job of
13 sweeping entrance ways and locking doors etc.; that Doug
14 True handed her a proposal sheet which had the costs of
15 contract cleaning on one side versus the cost of the School
16 District cleaning on the other side; that the proposal sheet
17 listed the savings; that Doug True told Strever and Zelmer
18 to look over the proposal; that Doug True said he was showing
19 the proposal to Strever and Zelmer as friends and if they
20 told anyone, he would deny showing it to them; that Doug
21 True asked Strever and Zelmer to casually talk to Brenda
22 Klein and Georgia Williams and tell them not to get carried
23 away with demands or strikes; that she did not talk to
24 Brenda Klein or Georgia Williams about the incident; and
25 that she did not talk to anyone about the incident until the
26 June 2nd Union meeting.

27 8. During Management's case in chief, Marcy Strever
28 testified that sometime in April or May, Doug True discussed
29 with her a problem about the quality of her work; that if
30 she did not do the work to the teachers' standards within a
31 week, she would be written up; that her work is satisfactory
32 today; and that this is the only time she can recall being
threatened.

1 9. During the Union's rebuttle case, Marcy Strever
2 testified that her vote to ratify the new collective bargaining
3 agreement was influenced by her concern about subcontracting
4 and aggravated by the showing of the subcontract proposal;
5 and that the proposal was in a clear plastic cover; was
6 typewritten, compared the cost and was shown to her sometime
7 before the collective bargaining contract ratification vote.

8 10. Dennis O. Espeland testified that he asked for a
9 study of the housekeeping costs to be done about the last of
10 March or the first of April; that it is his responsibility
11 as chief executive officer for the School District to keep
12 the cost of the programs down while providing the best
13 program; that in November, 1981, the School District prepared
14 a budget calendar for the new budget process which set forth
15 a schedule for final adoption of all non-salaried programs
16 of the general fund budget for February 5th and which scheduled
17 the final adoption of all certified and non-certified salaries
18 for the general budget for March 5th (Management Exhibit
19 #1); that the study was part of the normal budget process;
20 that a cost comparison study for housekeeping was last done
21 in about 1974 which produced a finding of a higher cost for
22 subcontracting housekeeping work; that he asked Doug True to
23 obtain the cost of subcontracting the housekeeping services
24 along with a cost analysis by the end of May for presentation
25 to the school board in June; that the cost analysis (Informa-
26 tion Sheet, Management Exhibit #3) was prepared and presented
27 to him the last part of May; that the cost analysis was
28 typed by his secretary in June from worksheets prepared by
29 Doug True; that he presented the cost analysis to the school
30 board at a work study meeting on June 28th (Management
31 Exhibit #2); that the fact the Teamsters were in negotiations
32 with the School District had no effect on the decision to

1 study subcontracting the housekeeping services; and that the
2 school district has the right to subcontract the housekeeping
3 services.

4 11. Doug True testified that he is the Supervisor of
5 the Maintenance and Housekeeping Program at the Lockwood
6 School District, that he was directed to do a cost study
7 about subcontracting the housekeeping program to a private
8 cleaning company; that an unidentified "we" made calls to
9 ten cleaning companies on March 26th asking for bids to
10 perform the housekeeping duties at the School District; that
11 he believes a couple of the private cleaning companies
12 visited the school March 26th or 29th and two or three
13 visited the school for the next four or five days; that he
14 believes the first subcontracting bid from the Billings
15 Sheltered Workshop was mailed on March 30th and received by
16 the School District on March 31st; that the second subcontrac-
17 ting bid from Maxine's was received by the School District
18 on April 1; that he believes the third and fourth subcontrac-
19 ting bids were received by the School District on April 7th
20 and 8th, respectively; that he did not receive any other
21 written bids but received some other bids by phone which he
22 did write down on worksheets; that as soon as the bids came
23 in, he took them immediately to the Superintendent and he
24 did not keep a copy of the bids; that on the evening of
25 April 8th there was a work study meeting of the School Board
26 at which he gave the School Board some information based on
27 the bids received by the school district; that at the work
28 study meeting of the School Board he was asked to get more
29 information and to do a cost factor comparison on the subcon-
30 tracting bids; that he worked on the additional information
31 and cost factors starting April 9th through the 14th or 15th
32 of April; that he typed the additional information on April

1 14th or 15th; that he delivered the additional information
2 to the Superintendent and this was the first time the infor-
3 mation was ever put on a typed piece of paper; that when he
4 got the bids he wrote down the information from the bids on
5 his worksheets sometime between April 9th and April 14th;
6 that with so many cleaning contractors visiting the school
7 some employees asked why they were at the school; that he
8 fictitiously told some of the employees there was a convention
9 downtown and the visitors were custodial supervisors looking
10 over the School District; that he made up the above story
11 because the Superintendent told him to keep the subcontracting
12 study confidential; and that he does not know if he or the
13 unidentified "we" told any of the private cleaning companies
14 to keep the subcontracting study confidential other than to
15 tell them that his discussion with them and any resulting
16 information was not to be talked about. Doug True alterna-
17 tively testified that he specifically did not tell the
18 private cleaning companies to keep the subcontracting study
19 confidential and still later in his testimony that this
20 failure to request confidentiality was an oversight on his
21 part; that to the best of his judgment, no cleaning company
22 employee could have talked to or threatened any School
23 District employees at the school; and that one of the house-
24 keepers mentioned to him that another child said something
25 to her child about his father was going to be doing her
26 mother's job this summer.

27 Doug True testified as follows:

28 LARSEN: Did you talk to any employee and say
29 'Don't get carried away, you better get
30 a message to the Bargaining People' I
31 believe it was Brenda and Georgia, uh
32 not to push anything at the table?

TRUE: Okay. Now at - when this discussion
came up with bidding of the proposals
versus the present services and private
services and they were getting excited

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about it, I said don't get carried away, that it was just a study.

Q: When did you say that?

A: One. After I was told I could say something about it.

Q: And when was that?

A: Okay. I believe that, that, that the rumors started to hit out around the 9th or the 8th or 9th at that time and I believe it was the 9th or 10th or 12th that I, I made that statement. I went around and talked to all the individual different people in the areas.

.....

I don't know when it was first knowledgeable for them. The rumors started coming in around the 8th or 9th.

Q: Of what month?

A: Of April.

Q: And it was at that time you said 'Don't get excited' or, or what did you say?

A: No, at that time nothing was said until I came to the superintendent and talked to him and asked him what to do.

Q: And then he said to you what, specifically?

A: He told me, specifically, to tell them yes a study was being done and that to compare the different costs and stuff and that with that time I went around and told them and the ones that were excited or getting excited or upset about it. I stated that not to get excited it was just a study.

(Tape #2).

Further, Doug True testified that he did not know anything about locking the doors or sweeping entrance ways in the Union proposals or in the Union collective bargaining contract; that he was not aware of anything that was proposed by the Union; that he was not involved in any of the collective bargaining; that he did not say anything about the proposals; that he did not put any pressure on anyone to accept anything at the collective bargaining table; that he did not



1 hear anyone say anything about the Union proposals; that he
2 never showed anyone a copy of the subcontracting study or
3 the worksheets; that he never threatened or subtly threatened
4 any employee because of Union activities; that Maxine's gave
5 him some pens when they gave the district a subcontracting
6 bid on April 1 and about a week later Maxine's gave him some
7 key rings; that he gets alot of promotional items; and that
8 he may have offered the employees some key rings.

9 During cross-examination, Doug True testified that he
10 kept a worksheet with the dates on it, the listing of the
11 companies he called, the dates he had appointments with the
12 companies and the dates the companies responded; that he
13 made one statement to the School District on April 8th; that
14 he finished his study about April 14th or 15th but the date
15 is not on the worksheet; that he denies Linda Zelmer's and
16 Marcie Strever's version of the incidents; and that he did
17 not show Linda Zelmer or Marcie Strever anything.

18 12. School District witness Yvonne Carol Brush, House-
19 keeper, testified that she knew of the subcontracting study
20 in March or April and before the union ratification vote on
21 the collective bargaining agreement; that Doug True never
22 talked to her about the subcontracting study; that noone
23 ever told her about the subcontracting study; that she knew
24 two of the men from a private cleaning company who visited
25 the school; that she did not feel coerced; that she would
26 not say she was afraid because of the subcontracting study
27 but was in a state of limbo thinking about the subcontracting
28 study; and that her contract ratification was based on
29 information from the Union and the negotiating team and not
30 based on any outside influence.

31 13. The parties held their first bargaining session on
32 April 7th, 1982.

1 Looking at Finding No.'s 1, 2, 3, 4, 5, 13, 14, and 16,
2 I can agree that the Union is the exclusive representative
3 of the Housekeepers, Custodians and an Offset Printer employed
4 by the Defendant; that the parties were negotiating a new
5 collective bargaining agreement; that the Union had ratified
6 an offer from the School District; and that the Union was
7 first informed of a possible unfair labor practice on June
8 2, 1982.

9 By comparing Finding No.'s 6, 7, 8, 9, 10, 11, and 12,
10 I conclude the witnesses only agree on an incident involving
11 key rings from Maxine's Cleaning Service but the witnesses
12 do not agree on the time-frame of such an incident. In
13 order to resolve the conflicting testimony set forth in
14 Findings, I turn to the NLRB for guidance. Administrative
15 Law Judge Elbert D. Gradsden in F. S. Willey Co., Inc. and
16 William 224 NLRB No. 151, (1976) set forth the following
17 lesson:

18 "The second issue involves the credibility of
19 the Ober and Respondent's Vice President Willey,
20 as to whether Vice President Willey offered Ober a
21 job at Respondent's Manchester terminal provided
Ober resigned from the union (1898 of the IAM),
and thereafter stated that he did not want and was
not going to have any unions in Manchester.

22 A resolution of the above described issues calls
23 for an objective determination of the veracity of
24 the two witnesses whose testimony is highly con-
25 flicting on the crucial questions. While it is
26 difficult in most instances to resolve such vex
27 questions of fact to which the parties alone bear
28 witness, I am nevertheless compelled to consider
29 the relationship of the parties, one to the other,
30 the readily responsive, nonselective, nonexaggera-
31 ting, consistent and straightforward manner in
32 which they testified, the reasonableness of efforts
made by each to bring essential witnesses and
appropriate documentary evidence before the Court,
as well as how such testimony or other evidence
relates to the logical consistency of all of the
evidence of record and the sequence of events as
they transpired.

(At 224 NLRB at 1175)

Using the above teachings, I find that the testimony

1 between Dennis O. Espeland, who stated the cost analysis was
2 presented to him the last part of May and typed by his
3 secretary in June from worksheets prepared by Doug True, and
4 Doug True, who stated he typed the additional information on
5 April 14th and 15th and delivered the additional information
6 to the Superintendent, to be inconsistent. The testimony of
7 Dennis Espeland, which was to the effect that the fact that
8 the Teamster's were in negotiations with the School District
9 had no effect on the decision to study the subcontracting of
10 the housekeeping program, is not logically consistent with
11 the school budget calendar, Management Exhibit #1, which
12 establishes a schedule for the final adoption of all certified
13 and non-certified salaries for the general fund budget for
14 March 4th, a week before the first Union proposal and about
15 three weeks before the study was ordered. Why order a study
16 regarding the costs of subcontracting (on or about March
17 26th - which is two weeks after the union proposals were
18 first submitted to management) if the salaries for the new
19 budget have already been adopted on March 4th? The testimony
20 of Doug True who stated he went around and talked to all the
21 individual different people about the subcontracting study
22 and the testimony of Yvonne Carol Brush who stated that Doug
23 True never talked to her about the subcontracting study, are
24 inconsistent. The testimony of Doug True lacks straightfor-
25 wardness when asked about telling the private cleaning
26 companies to keep the study confidential; and that the
27 testimony of Doug True who stated he did not know about the
28 Union contract proposals or the Union collective bargaining
29 contract and who states he is the supervisor covering the
30 employees work under the collective bargaining contract is
31 not logical. Also based upon my observation of the demeanor
32 of the witnesses and after a thorough review of the tape

1 recording of the hearing, I judge the testimony of Linda
2 Zelmer and Marcie Strever to be credible. In addition, to
3 the above review of the testimony, I judge the testimony of
4 Doug True to be, at times: 1) well rehearsed (remembering
5 dates); 2) being led through his testimony (getting the
6 bids to the Superintendent immediately) and; 3) hearsay
7 (children talking about the housekeeping subcontracting).

8 I Find that Doug True did offer key rings from Maxine's
9 Cleaning Company to Linda Zelmer and Marcie Strever; that
10 Doug True did tell Linda Zelmer and Marcie Strever if they
11 did not wish to lock doors and sweep entrances - a Union
12 negotiations demand - they would get their hours cut; that
13 Doug True did show Linda Zelmer and Marcie Strever a cost
14 comparison between a proposed subcontracting bid from a
15 private cleaning company and the cost of the School District
16 doing the same work - eliminating the employees' job; and
17 that Doug True did ask Linda Zelmer and Marcie Strever to
18 talk to Brenda Klein and Georgia Williams about the Union
19 demands, Union expectations and Union activities. The
20 question is, does the above activity constitute an unfair
21 labor practice?

22 In Yearbook House, a subsidiary of Shaw Barton, 223
23 NLRB 1456, 92 LRRM 1191 (1976), the NLRB found the employer
24 violated Section 8(a)(1) of the NLRA by threatening to close
25 one of its facilities if the Union did not accept the employer's
26 bargaining proposals or if the Union insisted on its own
27 proposals at an employee meeting. By contrast in Fisher Foods,
28 Inc., 245 NLRB No. 87 (1979), the administrative law judge
29 set forth the following:

30 The allegations that Respondent Fisher, by
31 Duvin, violated Section 8(a)(1) of the Act [NLRA]
32 by telling the Union that it was considering
subcontracting parts of its operation cannot be
sustained. The remark was made in a context of

1 bargaining where, if anything, Respondent Fisher
2 was required to disclose any thought of subcontracting. Whether the remark was made to satisfy
3 Respondent's statutory obligation or as a tactical maneuver to secure more favorable contractual
4 terms, there is no element of interference, restraint, or coercion and therefore no violation of
5 Section 8(a)(1). Accordingly, I recommend that paragraph 8(a) of the complaint be dismissed.

6 (At 245 NLRB at 695)

7 For the foregoing reasons, I conclude that the School
8 District by the totality of its conduct, did interfere and
9 coerce the employees in the exercise of their rights set
10 forth in 39-31-201 in violation of 39-31-401(1). That some
11 conduct of the School District attempted to influence the
12 negotiations between the parties by threats away from the
13 bargaining table to subcontract bargaining unit work. This
14 is a failure to bargain in good faith in violation of
15 39-31-401(5).

16 This conclusion is based on the fact that the School
17 District relayed the subcontracting study information to the
18 employees and not to the union as was done in Fisher, supra.
19 Plus the fact that the School District coerced Linda Zelmer
20 and Marcie Strever by threatening to cut their hours of work
21 because of the union proposals. This conclusion is also
22 based on the totality of the School District's conduct
23 because some of the conduct such as the key ring incident
24 will not support a violation, in and of itself.

25 What is the appropriate remedy is the final question.
26 The NLRB has ordered remedies such as none at all in Fisher,
27 supra, to a cease and desist order in Yearbook, supra, to
28 reinstatement in F.S. Willey, supra, to a bargaining order
29 without a representation election in Gissel Packing Co., 395
30 US 575, 71 LRRM 2481 (1969). In cases where the employer
31 had interfered, restrained and coerced the employees in the
32 exercise of their rights as set forth in Section 7 of the
NLRA, the NLRB remedies all peer to strike a balance between



1 the severity of the employer's action and the purpose of the
2 NLRA, Section 1, 29 USCA 151. (See: NLRB v. Gullett Ginn Co.,
3 340 US 361, 27 LRRM 2330 (1951; Phelps Dodge Corp. v. NLRB,
4 313 US 177, 8 LRRM 439 (1941); IAM v. NLRB, 311 US 72, 7
5 LRRM 282 (1940)). The Collective Bargaining Act for Public
6 Employees appears to have the same purpose Section 39-31-101
7 MCA as the NLRB has.

8 With Linda Zelmer stating that she did not talk to
9 Brenda Klein or Georgia Williams about the Union demands or
10 actions, with Marcie Strever stating that she did not talk
11 to Georgia Williams or Brenda Klein or anyone until June 2nd
12 about the Union's demands or actions and with Bud Henman
13 stating he would have been harder at the bargaining table
14 and he cannot think of any other effect the incident had, I
15 can only conclude the actions of the School District to be
16 limited. Being unable to find an NLRB or public sector case
17 supporting the requested remedy of nullifying the existing
18 collective bargaining agreement and with the briefs containing
19 no cases supporting such a remedy plus the limited actions
20 of the School Board, I conclude to void the existing collective
21 bargaining agreement under these circumstances would not add
22 to labor peace as set forth in Section 39-31-101, MCA.
23 Although at the same time, the employees must be informed
24 that the actions of the School Board were not appropriate.
25 To facilitate this end, the School District will be ordered
26 to cease and desist plus post notice.

27 I must point out that this recommended order does not
28 address the question of the School District's right to
29 conduct a study of subcontracting the housekeeping services
30 even though the timing of such study is highly questionable;
31 that this recommended order does not address the question of
32 the School District's right to subcontract under the authority

1 of Montana's Collective Bargaining Act; that this recom-
2 mended order does not address the question of the School
3 District's right to subcontract under the authority of the
4 collective bargaining agreement between the parties; and
5 that this recommended order does not address the question of
6 the School District's right to subcontract under Fiberboard,
7 379 US 203 (1964) as adopted by the Board of Personnel
8 Appeals in IBEW v. Helena School District, ULP 18-1978 and
9 Carpenters v. Silver Bow County, ULP 3-1975 as argued by the
10 School Districts. (See: Wisconsin Employment Relations
11 Comm. vs. City of Evansville, 230 NW 2nd 688, 89 LRRM 2989
12 (1975)).

13 All other alleged incidents as set forth in the charges
14 are dismissed because of lack of evidence.

15 III

16 CONCLUSIONS OF LAW

17 By threatening to cut the work hours of Linda Zelmer
18 and Marcie Strever because of the Union's proposal to not
19 have housekeepers lock doors and sweep entrance ways, by
20 showing Linda Zelmer and Marcy Strever a cost comparison
21 between a proposed subcontracting bid from a cleaning company
22 and the cost of the School District doing the same work -
23 eliminating the employees' job, and by asking Linda Zelmer
24 and Marcie Strever to talk to Brenda Klein and Georgia
25 Williams about the Union's actions, demands and expectations,
26 the Yellowstone County School District Number 26, Lockwood
27 School District by the actions of Doug True did violate
28 Section 39-31-401(1), MCA of the Collective Bargaining Act
29 for Public Employees.

30 IV

31 RECOMMENDED ORDER

32 The Yellowstone County School District Number 26,
Lockwood School District, its officers and its agents shall:

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APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE BOARD OF PERSONNEL APPEALS
An agency of the State of Montana.

WE WILL NOT coercively threaten employees with reduction in work hours or with subcontracting of Union work if the Union does not accept the School District's proposals or if the Union does not modify or relinquish its own bargaining proposals.

WE WILL NOT in any like manner interfere with, restrain, or coerce our employees in the exercise of any rights guaranteed to them by Section 39-31-201 of the Montana Codes Annotated.

Section 39-31-201, MCA, states: Public employees shall have and shall be protected in the exercise of the right of self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protections free from interference, restraint, or coercion.

LOCKWOOD SCHOOL DISTRICT #26

BY: _____
SUPERINTENDENT



CERTIFICATE OF MAILING

The undersigned does hereby certify that a true and correct copy of this document was mailed to the following in the 8th day of February, 1983:

Emily Loring
121 4th Street North
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