STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNIT CLARIFICATION NO. 1-2014:

MONTANA FEDERATION OF WOMEN'S PRISON EMPLOYEES LOCAL 4699, MEA-MFT	)	Case No. 719-2014
Petitioner,	)	**FINDINGS OF FACT; CONCLUSIONS OF LAW; AND RECOMMENDED ORDER**
vs.	)	
DEPARTMENT OF CORRECTIONS, WOMENS CORRECTIONAL CENTER,	)	
Respondent.	)	

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I. INTRODUCTION

On October 13, 2013, the Montana Federation of Women's Prison Employees Local 4699, MEA-MFT ("the Local") petitioned the Board of Personnel Appeals to undertake a unit clarification, asking for inclusion of registered nurses, licensed practical nurses, nurse practitioners, and medical assistants in the bargaining unit for Corrections Officers at the Montana Women's Correctional Center (also known as the "Women's Prison") in Billings Montana. The Local made this request based upon its allegations that (1) Persons holding the positions to be included wanted to be included in the bargaining unit; (2) All positions (in and to be included in the bargaining unit) were State of Montana, Department of Corrections jobs, at the same location and with the same body of interests; (3) Corrections officers and medical staff were within the same bargaining unit at Montana State Prison; (4) Including the medical staff positions in the same bargaining unit as the correctional officers would bring continuity to the professional staff at the location.

The Women's Correctional Center responded and opposed the Petition for Unit Clarification, arguing that: (a) The combination of medical staff with correctional officers at Montana State Prison was a departure from the standard practice, since all other Department of Corrections facilities do not include medical staff with corrections officers; (b) Montana Department of Public Health and Human Services facilities have separate bargaining units for RNs as opposed to all other

employees in those facilities and (c) the proposed unit would combine RNs with nonprofessional classification Correctional Officers, without a vote of the RNs.

Hearing Officer Terry Spear held the contested case hearing in the matter on June 24, 2014, in a conference room within the Women's Correctional Center, Billings, Montana. Richard Larson, Larson Law Office, P.C., represented the Local. Marjorie Thomas, Special Assistant Attorney General, Montana Department of Administration, represented the Center. Exhibits A through K were admitted into evidence by stipulation.

The following persons testified under oath during the hearing:

Scott McCulloch	MEA-MFT Field Consultant
Joe Dompier	Correctional Officer, formerly at the Center, now with DOC, Probation & Parole
Jeff Greenfield	Designated Representative for the Local and a Field Consultant, MEA-MFT
Greg Martin	Designated Representative for the Center and a Labor Relations Specialist, Dept. of Admin.
Penny Swanson	HR Specialist
Holly Adams	Heath Services Supervisor and RN
Alex Schroeckenstein	Assoc. Warden of Operations for the Center
Cynthia McGillis Hiner	Director of Nursing Services at MSP and RN
Todd Thun	HR Director Montana State Hospital

The Office of Administrative Hearings received the last briefs from the parties on August 22, 2014. The case was deemed submitted. Based on the evidence, arguments, and authorities, the hearing officer makes the following findings of fact, conclusions of law, and recommended order.

II. ISSUE

The issue in this case is whether medical staff employees of the Women's Correctional Center should be included in the bargaining unit, comprised of the custody personnel at the location, pursuant to Mont. Code Ann. § 39-31-202.

III. FINDINGS OF FACT

1. Petitioner Montana Federation of Women's Prison Employees Local 4699, MEA-MFT ("the Local"), is the exclusive representative for collective bargaining

purposes of a unit described currently as "Correctional Officers working for the Employer, excluding all supervisory, management, confidential employees, and all non-custody personnel." The Local constitutes a "labor organization" under Mont. Code Ann. § 39-31-103(6).

2. The Montana Department of Corrections is an agency of the State of Montana operating the Women's Correctional Center or Women's Prison ("the Center") and is a "public employer" under Mont. Code Ann. § 39-31-103(1). The Center has, as a discrete entity, entered into collective bargaining agreements ("CBAs") with the Local.

3. The Board of Personnel Appeals ("BOPA") has jurisdiction over this matter.

4. The Local seeks recognition as the exclusive representative of additional employees of the Center, namely registered nurses, licensed practical nurses, nurse practitioners, and medical assistants. The Center did not have such employees until the spring of 2012. Before then, a private party contracted with DOC to provide nursing and related medical services to the Center. The nurses, nurse practitioners, and medical assistants are not represented by any labor organization.

5. The CBAs between the Local and the Center from 2007-2009 through 2013-2015 use the same Recognition Clause, which states:

> The employer recognizes the Federation as the sole and exclusive bargaining agent for Correctional Officers working for the Employer, excluding all supervisory, management, confidential employees, and all non-custody personnel.

6. Prior to 2012, the Center contracted for nursing services through an agreement with RiverStone Health, a non-state entity. The administrative support/medical secretary position was not created until 2012. In March 2012, the Center opened its new medical department and registered nurses and administrative support/medical secretary positions were created to staff the medical unit.

7. In March 2012, when the Center began employing staff for the medical department, the Center and the Local were bargaining for a successor agreement to their 2009-2011 agreement. The successor agreement, covering July 1, 2011 through June 30, 2013, was signed in late February 2013. The Local did not propose any change to the recognition clause during that bargaining cycle.

8. The Local did not want to be open to a charge of bad faith bargaining by injecting new issues. Also, the parties were engaged in mediation in Spring 2012, an additional factor in the decision to not bring up the medical staff issue at the time.

9. Between February and June 2013, the Local and the Center held Labor-Management Committee meetings on a regular basis. Joe Dompier, at the time a member of the Local and of the bargaining unit at the Center, raised the question of including medical staff in the existing unit during the Labor-Management Committee process, but never got an unambiguous answer from management. He concluded that a unit clarification proceeding would be necessary, since management showed no interest in agreeing to include medical staff in the unit. By that time, members of the medical staff had approached him, inquiring about joining the bargaining unit that was in place.[1]

10. Bargaining for the July 1, 2013 through June 30, 2015 CBA was relatively brief. Money was the main issue, since a pay increase of substance was possible for the first time in a long time. Bargaining for that agreement was mainly concluded on a single day and the agreement was signed August 8, 2013. The Local did not propose a change to the recognition clause to add medical staff. Dompier believed management was unable or unwilling to agree to include the medical staff in the unit, and the bargaining team's focus was almost exclusively on getting pay raises into the agreement. Jeff Greenfield met and consulted with members of the Local's bargaining team throughout February through June 2013, and saw the same focus.

11. The Local has stipulated that members of the medical staff would be entitled to vote on whether to be included in the existing bargaining unit, in the event the Board of Personnel Appeals decides that they could be so included, in this proceeding. This offers a method by which these medical professionals can elect to stay out of this bargaining unit, for any reason.

12. With one exception, registered nurses make up the Center's current medical staff. There are no licensed practical nurses or nurse practitioners on the staff at present, and no apparent plans to change the staff's composition. There is one administrative support/medical secretary position as well, a non-nurse position.

13. The Montana State Prison, a correctional facility for male inmates, recognizes the Federation of Montana State Prison Employees, Local #4700, as the exclusive representative for a unit described in applicable collective bargaining agreements as:

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[1] Penny Swanson, the Center's HR director, testified that medical staff issues had not been raised by the Local during any Labor-Management Committee meeting. At the time of his testimony at hearing, Dompier was no longer an employee of the Center, nor a member of the bargaining unit that is the petitioner here, and was therefore a credible witness. Swanson was also credible, however, her denial of any such discussions could result from not remembering or not being aware of any such discussions, and therefore Dompier still had more credence on this particular question of fact.

> [A]ll employees of Montana State Prison and Montana Correctional Enterprises classified as correctional officers, correctional technicians, recreation specialists, maintenance workers, mental health technicians, psychology specialists, food service workers, registered nurses, licensed practical nurses, infirmary aids, and all other employees who are not supervisory, confidential, or managerial, or are not covered by a separate bargaining agreement and employed by Montana State Prison or Montana Correctional Enterprises.

14. No other Department of Corrections facility has a collective bargaining unit of employees that includes both custody personnel and medical staff.

15. Members of the Center's medical staff work in the same facility as custody personnel. They deal with the same population within the facility – inmates. Although nurses, like custody personnel, are ultimately under the authority of the Center's Warden, the Medical Services Director handles direct supervision of medical staff, while the Associate Warden of Operations handles supervision of the custody personnel, along with lieutenants.

16. There is potential benefit to the medical staff to join a bargaining unit with a much larger share of the Center's employees – greater bargaining power. There is potential benefit to the custody personnel in the unit to adding the medical staff – enlarging the employee base for the unit.

17. However, there could also be a potential detriment to the requested accretion. Bargaining issues unique to the medical staff (licensing, etc.) might not gather enough support within the unit to have priority or to be bargained at all.

18. Community of interest factors regarding accretion of medical staff into the existing custody personnel bargaining unit include (1) interchange and contact among employees, (2) degree of functional integration of the business, (3) interchangeability of employees, (4) geographic proximity and similarity of working conditions, (5) similarity of employee skills, and (6) functions and centralization of managerial control.

19. Members of the medical staff and custody personnel interact and have contact with each other on a regular basis, when inmates require medical treatment. But the primary job duties for custody personnel relate to keeping the inmates safely contained within the facility and under control. The primary job duties for medical staff relate to delivering health care services to inmates in need of such services. These duties can be complementary, but there is very little overlap of primary duties. Their interaction and contact are not really indicative of a community of interest.

20. When an inmate requires medical treatment, custody personnel and medical staff need to cooperate, within their separate realms of responsibility. Quite likely there are already protocols in place defining how the two kinds of employees cooperate when an inmate needs medical treatment. However, the nature of the cooperation underscores the differences between the two. While medical staff works to assure that the inmate receives the appropriate care, custodial personnel assure that the inmate is still safely contained and controlled within the appropriate portion of the facility. There is no meaningful "functional integration" of the two different kinds of employees.

21. Custody personnel and medical staff are simply not interchangeable at all in any meaningful way.

22. Medical staff members and custody personnel all work in the same facility, and there is considerable "geographic proximity" between them. However, in terms of a community of interest, the substantial differences in the employee skills required for custody personnel and the employee skills required for medical staff are far more important than geographic proximity.

23. With regard to managerial control, custody officers and medical staff have different immediate supervisors and different sorts of appropriate control and oversight. Aside from the Warden's ultimate authority over all Center employees, medical staff differ radically from custody personnel with regard to managerial control, both in having different immediate supervisors and in having very different parameters of supervision.

IV. DISCUSSION

The parties have ably argued the central issues in this matter – the question of whether the Local has waived the right to seek this clarification by not seeking it sooner and the question of whether the relatively new state jobs at the Center for health care workers should be included in the existing bargaining unit.

A. Waiver

The core principle of Montana's Collective Bargaining for Public Employees Act: to "encourage the practice and procedure of collective bargaining to arrive at friendly adjustment of all disputes between public employers and their employees." Mont. Code Ann. § 39-31-101. In furtherance of this principle, Montana law gives public employees the right of self-organization to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities. Mont. Code Ann. § 39-31-201. BOPA

has the authority to decide what units of public employees are appropriate for collective bargaining purposes. Mont. Code Ann. § 39-31-202.

Cases decided under federal law can provide some guidance. Section 9(b) of the National Labor Relations Act gives the National Labor Relations Board (NLRB) comparable authority to determine appropriate bargaining units. The Montana Supreme Court and BOPA follow federal court and NLRB precedent to interpret the Montana Act. State ex rel. BOPA v. District Court, 183 Mont. 223, 598 P.2d 1117 (1979); Teamsters Local 45 v. State ex rel. BOPA, 195 Mont. 272, 635 P.2d 1310 (1981); City of Great Falls v. Young (Young III), 211 Mont. 13, 686 P.2d 185 (1984).

In this case, the Center consistently argued that a unit clarification proceeding was not appropriate because the members of the medical staff were "historically excluded" from the bargaining unit, relying on some BOPA precedent.[2]

The applicable decisions basically hold that if a classification has been "historically excluded" from a bargaining unit, it is not appropriate to address placing that classification in the unit through unit clarification unless it is shown that the position "has undergone a recent substantial change in duties." Merged Missoula C. E. O. , page 9. The Center has argued that medical staff positions have been "historically excluded" from the unit represented by the Local in this matter, and that there has been no "substantial change" in their duties. Beyond question, from 2007 through the present, the CBAs have excluded all "non-custody" personnel from the bargaining. The CBAs covering July 1, 2007 through June 30, 2009, July 1, 2009 through June 30, 2011, July 1, 2011 through June 30, 2013, and finally, July 1, 2013 through June 30, 2015, all contain the same "non-custody" personnel exclusion from the bargaining unit.

As the Local pointed out, however, there was no reason to seek any change in the recognition clause to permit addition of "non-custody" personnel until there actually were some non-custody public employees at the Center that wanted to be included in the bargaining unit. According to the Local, that happened after March 2012. Thus, the only pertinent "history" would cover from March 2012 to the present.

When the Center began employing staff for the medical department in March 2012, the Center and the Local were still bargaining for a successor agreement to

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[2] Merged Missoula C. E. O. v. Missoula County Public Schools, UC 3-2012, Case 1527-2012, and I.U.O.E. Local 400 v. Flathead County, Solid Waste District, UC 2-2011, Case 1292-2011. Both of these decisions discuss the propriety of using a unit clarification proceeding to accrete employees to a unit, and both cite various federal labor law decisions on the subject.

their 2009-2011 agreement, which remained in place until the new agreement was reached. The successor agreement wasn't signed until late February 2013, just a few months before its expiration date. It did not include any change in the exclusion of all "non-custody" personnel from the unit.

The Local had not proposed any change to the recognition clause during that bargaining cycle. It explained in this case that it had not wanted to be open to a charge of bad faith bargaining by injecting new issues, outside of or within the parties' Spring 2012 mediation. The Local also did not want to complicate the mediation or the bargaining generally with this additional and potentially contentious issue.

As the findings reflect, bargaining for the July 1, 2013 through June 30, 2015 CBA was largely completed on a single day, with pay increases the central issue, and the 2013-2015 CBA was signed on August 8, 2013, less than half a year after execution of the CBA for 2011-2013. As the findings also reflect, there was limited and disputed evidence regarding inquiries by the Local to the Center about the accretion issue. At the very least, the evidence established that, more likely than not, before that day in August 2013 on which the CBA was mainly completed, the Local's bargaining team had the impression that the Center was not interested in bargaining about changing the recognition clause and including the medical staff within the bargaining unit. Understandably, the Local did not want to make bargaining more difficult or prolonged, when substantial pay increases could be bargained.

Two consecutive CBAs, covering 24 months each, but signed within six months of each other, which left in place the recognition clause that excluded "non-custody" personnel from the bargaining unit, is not a very conclusive "history" upon which to deny further consideration of adding the medical staff to the unit. Thus, accretion of the medical staff into the Local's bargaining unit for custody personnel was still possible without any need for proof of substantial change in the medical staff positions. However, adding the medical staff now, sooner than the end of the term of the current CBA (June 30, 2015), would be inconsistent with the express terms of exclusion of non-custody personnel from the unit, effective through that same date. With that in mind, BOPA properly can and should consider the petition on its merits, for there has been no waiver.

B. Inclusion of the Medical Staff in the Custody Personnel Bargaining Unit

BOPA has the authority to decide what units of public employees are appropriate for collective bargaining purposes. Mont. Code Ann. § 39-31-202. Factors involved in such a decision may include community of interest, wage, hours, fringe benefits, other working conditions of the employees involved, the history of

collective bargaining, common supervision, common personnel policies, extent of integration of work functions and interchange among the employees involved, and their preferences regarding being in the unit. Mont. Code Ann. § 39-31-202(1); Admin. R. Mont. 24.26.611.

Under the doctrine of "accretion," groups of new employees or current bargaining unit members now in new jobs can be added to an existing bargaining unit without holding a vote on their representation. The doctrine works to preserve stability by adjusting bargaining units to new conditions without requiring an election every time jobs are created. NLRB v. Stevens Ford, Inc., 773 F.2d 468 (7th Cir. 1985). Accretion is proper when the employees to be added to the existing bargaining unit have little or no separate identity and share an overwhelming community of interest with the unit to which they are accreted. Safeway Stores, 256 NLRB 918 (1981). Accretion applies if reasonable certainty exists that no election is required and that the employees to be added share similar interests with employees in the existing bargaining unit such that they would chose accretion. Baltimore Sun v. NLRB, 257 F.3d 419, 428 (4th Cir. 2001). Obviously, central to deciding the propriety of accretion is whether the employees to be added share a community of interest with the existing bargaining unit. NLRB v. DMR Corp., 795 F.2d 472, (5th Cir, 1986).

Several factors can be involved in deciding whether a sufficient community of interest exists between the employees to be added to the unit and the employees already in an existing bargaining unit. Among these factors are (1) interchange and contact among employees, (2) degree of functional integration of the business, (3) interchangeability of employees, (4) geographic proximity and similarity of working conditions, (5) similarity of employee skills, and (6) functions and centralization of managerial control. Archer Daniels Midland Co., 333 NLRB 673, 675 (2001). See also, Universal Security Instruments v. NLRB, 649 F.2d 247 (4th Cir. 1981). Rarely does every factor point toward or away from accretion. The "normal situation presents a variety of elements, some militating toward and some against accretion, so that a balancing of factors is necessary." E.I. Du Pont de Nemours Inc., 341 NLRB 607, 608 (2004), citing Great A & P Tea Co., 144 NLRB 1011, 1021 (1963). Employee interchange and common day-to-day supervision are also significant considerations balancing the factors. Archer Daniels Midland Co., supra at 675, citing Towne Ford Sales, 270 NLRB 311, 312 (1984).

Obviously, since Montana State Prison has had and still has a recognized bargaining unit containing both custody personnel and medical staff, it is possible to combine medical staff with custody personnel in one bargaining unit. However, on

balance, the factors in this case do not favor accretion of the medical staff into the existing bargaining unit.

As noted in the findings, the radical differences between the primary job duties for custody personnel versus the primary job duties for medical staff can be complementary, but there is very little actual overlap of primary duties. Because this is true, interaction and contact between medical staff and custody personnel is not really indicative of a community of interest.

There may be times when custody personnel and medical staff will both be providing services to an inmate, typically when an inmate may require medical treatment. Custody personnel and medical staff cooperate, within their separate realms of responsibility, to make medical evaluation and/or treatment available to the inmate. However, the nature of the cooperation underscores the differences between the two. While medical staff must assure that the inmate receives the appropriate medical services, custodial personnel must assure that the inmate is still safely contained and controlled within the appropriate portion of the facility.

Custody personnel and medical staff are simply not at all interchangeable. There is no real evidence that medical staff is now or will be in the future required to become or to stay more proficient in custody skills, such as firearms qualification. It is unlikely that custody personnel is now or will be in the future required to become or stay more proficient in medical skills, although they may, now or in the future, be trained on some emergency medical procedures (CPR, etc.).

Because the working roles of medical staff members are quite different from the working roles of custody personnel, their "geographic proximity" within the same building is outweighed by the vast differences in their specific working conditions and required employee skills.

Custody officers and medical staff have different immediate supervisors and different sorts of appropriate control and oversight. They are part of the overall chain of command in the Center, but aside from the top supervisor for both categories of workers being the Warden, medical staff and custody personnel have different immediate supervisors and in very different parameters of supervision.

There is very little basis for finding a community of interest shared by both the custody personnel and the medical staff. A few factors support granting the unit clarification requested, but most factors militate against accretion of the medical staff into the existing bargaining unit. Even if most of the members of the current medical staff favor accretion, the hearing officer does not believe that the Local has proved that the appropriate bargaining unit for these public employees is created by adding the medical staff to the bargaining unit of the custody personnel.

But for the size of the medical staff, that would end the discussion. However, the medical staff is quite small compared to the custody personnel. Given the size of the medical staff, what must also be considered is the absence of any evidence that the medical staff wants to or could become a bargaining unit unto itself. This appears to be a situation where unless the medical staff is added to the Local's custody personnel bargaining unit, the public employees in the medical staff at the Center may not be able to organize for collective bargaining. That single point made this a close case, instead of a relatively easy recommendation to make. BOPA may decide, as a matter of public policy, that accretion is the only realistic option for providing collective bargaining to the medical staff and that therefore the accretion is appropriate. Unless it reaches that decision, the petition should be denied.

C. Necessity for Nurses to Vote on Their Inclusion

Mont. Code Ann. § 39-32-106(3) (part of the Collective Bargaining Act for Nurses) reads:

> In determining such appropriate unit, professional employees may not be included in the same unit with nonprofessional employees unless a majority of professional employees in a proposed unit desire such inclusion. Weight shall be accorded similarity of duties, licensure and conditions of employment, among other relevant factors, in determining an appropriate unit.

The hearing officer is not as sure that the statute applies to this case as the parties seem to be. The statute addresses determining composition of an appropriate bargaining unit in a "health care facility." Mont. Code Ann. § 39-32-106(1). This can be done by mutual agreement between the facility and the employees. Id. If there is no mutual consent, either the facility or the employees may apply to BOPA for a unit determination. Mont. Code Ann. § 39-32-106(2). If BOPA is determining the appropriate unit, then professional employees cannot be put in the same unit as nonprofessional employees without consent of a majority of the professional employees in the proposed unit. Mont. Code Ann. § 39-32-106(3). All three sections of Mont. Code Ann. § 39-32-106 apply on their face to a health care facility.

Mont. Code Ann. § 39-32-101(4) defines a "health care facility" as "a hospital or nursing home or other agency or establishment employing employees,[3] whether operated publicly or privately, having as one of its principal purposes the preservation of health, the care of sick or infirm individuals, or both." It stretches logic to

[3] Defined in pertinent part as "a registered professional or licensed practical nurse performing services for compensation for a health care facility," Mont Code Ann. § 39-32-102(3).

conclude that the Center has "as one of its principal purposes" preserving health, caring for the sick or caring for infirm individuals, or both. There are more general definitions of "health care facility." Compare Mont. Code Ann. § 39-32-102(4) with Mont. Code Ann. § 50-1-101(25)(a):

> "Health care facility" or "facility" means all or a portion of an institution, building, or agency, private or public, excluding federal facilities, whether organized for profit or not, that is used, operated, or designed to provide health services, medical treatment, or nursing, rehabilitative, or preventive care to any individual. The term includes chemical dependency facilities, critical access hospitals, end-stage renal dialysis facilities, home health agencies, home infusion therapy agencies, hospices, hospitals, infirmaries, long-term care facilities, intermediate care facilities for the developmentally disabled, medical assistance facilities, mental health centers, outpatient centers for primary care, outpatient centers for surgical services, rehabilitation facilities, residential care facilities, and residential treatment facilities.

Mont. Code Ann. § 50-1-101(25)(a). Since the voting requirement arises out of Title 39, Chapter 33 ("Collective Bargaining for Nurses"), the definition of "health care facility" in that same chapter should apply. The broader definition in Title 50 extends "health care facility" to include entities occupying "a portion of an institution, building, or agency." The Collective Bargaining for Nurses Act definition of that same term does not include the words "a portion of."

Nurses make up almost all of the medical staff at the Center. One of the factors supporting accretion is assent to it from the holders of the jobs to be accreted. Even though the Collective Bargaining for Nurses Act definition of "health care facility" might not apply, if BOPA elects to create the bargaining unit sought by the Local, and both parties still agree upon such an election, BOPA may want to hold the election, despite the possibility from black letter law that the requirement for it is not applicable. In any event, accretion of the medical staff into the bargaining unit should not be effective until the end of the current CBA.

V. CONCLUSIONS OF LAW

1. The Board of Personnel Appeals has jurisdiction of this matter pursuant to Montana Code Annotated § 39-31-207.

2. The Montana Federation of Women's Prison Employees Local 4699, MEA-MFT, has not proved that accretion of medical staff into the existing bargaining unit at Department of Corrections, Womens Correctional Center is appropriate.

VI. RECOMMENDED ORDER

Based on the foregoing, the hearing officer recommends that the Board of Personnel Appeals enter its order denying the request of the Montana Federation of Women's Prison Employees Local 4699, MEA-MFT, for unit clarification and dismissing the petition.

DATED this 31st day of October, 2014.

BOARD OF PERSONNEL APPEALS

By: /s/ TERRY SPEAR
TERRY SPEAR
Hearing Officer

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NOTICE: Pursuant to Admin. R. Mont. 24.26.222, the above RECOMMENDED ORDER shall become the Final Order of this Board unless written exceptions are postmarked no later than November 24, 2014. This time period includes the 20 days provided for in Admin. R. Mont. 24.26.222, and the additional 3 days mandated by Rule 6(e), M.R.Civ.P., as service of this Order is by mail.

The notice of appeal shall consist of a written appeal of the decision of the hearing officer which sets forth the specific errors of the hearing officer and the issues to be raised on appeal. Notice of appeal must be mailed to:

Board of Personnel Appeals
Department of Labor and Industry
P.O. Box 201503
Helena, MT 59620-1503