



STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF THE UNFAIR LABOR PRACTICE

Montana Federation of Public Employees

Case No.: 2024DRS00181

Complainants,

vs.

FINDING OF PROBABLE MERIT

Montana Department of Justice, Highway Patrol

Respondent.

I. Introduction

On April 11, 2024, Quinton Nyman, on behalf of the Montana Federation of Public Employees Union (MFPE or the Union), filed an unfair labor practice charge (ULP) with the Board of Personnel Appeals (the Board) against public employer, Montana Department of Justice, Highway Patrol (the DOJ), alleging violations of §§ 39-31-201, and 39-31-401, Montana Code Annotated (MCA). On April 25, 2024, MFPE submitted an Amended ULP charge alleging further violations of law.

On April 29, 2024, Melissa Gardner, Chief Human Resource Officer, and Chad Vanisko, attorney, filed a response on behalf of the DOJ, denying an unfair labor practice occurred.

On May 7, 2024, MFPE filed a Rebuttal to the DOJ's Response.

Wendy Jackson was assigned by the Board as the Board Agent to investigate the charge and has reviewed the information submitted by the parties and communicated with them as necessary.

On May 13, 2024, the Board Agent sent additional questions to parties. The DOJ submitted responses to the additional questions on May 23, 2024, and MFPE submitted responses to the additional questions on May 30, 2024.

II. Background Information

A. Uncontested Facts

The following facts are uncontested according to the filings and exhibits provided by both parties;

1. The Montana Department of Justice, Highway Patrol is a public employer as defined by § 39-31-103(10), MCA.
2. The Montana Federation of Public Employees is a labor organization as defined by § 39-31-103(6), MCA.
3. The Parties are members to a Collective Bargaining Agreement which expires on June 30, 2025.¹
4. Alicia Bragg (Bragg) has been employed with the Montana Department of Justice, Highway Patrol, since 2011.² As of March 2024, Bragg was employed as a Trooper, and she participated as a member of the MHP Leadership Steering Committee.³
5. Bragg was a member the MFPE-represented bargaining unit, the Montana Highway Patrol Troopers Unit.⁴
6. From January 29 to February 13, 2024, the Montana Highway Patrol conducted an Organizational Climate Survey. The survey was sent to 297 recipients from “all levels of the MHP,” and approximately 80% of the recipients responded. According to the Executive Summary, “[t]his Organizational Climate Assessment provides a unique opportunity to address cultural challenges and leadership opportunities.”⁵
7. On March 7, 2024, Bragg, along with other members of the committee, were provided an electronic copy of a Command Climate Executive Summary document with written instructions from Captain Justin Braun not to disseminate until authorized for further release.⁶
8. On March 11, 2024, Bragg, along with the other members of the committee received a hard copy of the Executive Summary with a verbal order from Captain Braun not to disseminate until authorized.⁷

¹ Summons Response, Ex. 1, CBA, pg. 1.

² Due Process Meeting, Recording 3 at 5:05.

³ Employer Response to Additional Questions, Ex. 2, Notice of Due Process Meeting, pg. 1; and MFPE Response to Additional Questions, Ex. 1, Bragg Notice II, pg. 1.

⁴ Both parties agree that Bragg was a member of MFPE, but there is a disagreement regarding her status as union president. MFPE alleges she is the local president, Amended ULP Charge. Pg. 1; but DOJ denies that Bragg is the local president, Summons Response, pg. 1.

⁵ Employer Response to Additional Questions, Ex. 3, Climate Assessment Results (37 pages), pg. 3.

⁶ Employer Response to Additional Questions, Ex. 2, pg. 1; and Summons Response Ex. 2, March 7 Email.

⁷ Employer Response to Additional Questions, Ex. 2, pg. 1; and MFPE Response to Additional Questions, Ex. 1, pg 1.

9. On March 21, 2024, Bragg forwarded the Executive Summary to her personal email account.⁸

10. On April 6, 2024, Captain Braun called Bragg and asked if she had disseminated the Executive Summary document. Bragg responded that she had sent it to her personal email.⁹

11. On April 9, 2024, an Investigatory Due Process hearing was held where Bragg confirmed she sent the Executive Summary document to her Union, MFPE.¹⁰

12. During the Due Process meeting on April 9, 2024, Bragg explained that many Troopers feared retaliation because of the comments they made in the climate survey. Bragg explained that dozens of Troopers came to her directly or through a third party “saying they are concerned about what they wrote in that document, I decided to send it to the Union, and I sent it to Joe”¹¹ Bragg stated that she was acting as her Local Union President,¹² and she sent the document to the Union because she was “trying to get ahead” of “Troopers concerns of what they had written into an anonymous document.”¹³

13. Bragg stated during the April 9 Due Process meeting that, although the DOJ stated they would anonymize the survey results, there was still fear among Troopers that names and comments could be connected based on specifics in the comment – specifically, Bragg wrote about her committee work in her survey responses, and she asserted that she could easily be connected to that comment.¹⁴

14. Bragg noted during the April 9 Due Process meeting that the MHP Policy GR-4(B)1 regarding Disclosure of Department Information, specifically prohibits disclosure of information “with members of the media or the general public without prior permission from the colonel through the chain-of-command.”¹⁵ Bragg specifically stated that she shared the information with her Union, which is her exclusive representative, and she did not share the information with the media or the general public.¹⁶

15. During the April 9 Due Process meeting, Bragg further stated, “I sent it to the Union because they represent us”¹⁷ and asserted, “I was acting in the best interest of the Troopers. I was acting in the best interest of what I thought was right, and I still believe that what I did was right by sending it to the Union.”¹⁸

⁸ Employer Response to Additional Questions, Ex. 2, pg. 1; and MFPE Response to Additional Questions, Ex. 1, pg 1.

⁹ Employer Response to Additional Questions, Ex. 2, pg. 1; and MFPE Response to Additional Questions, Ex. 1, pg 1.

¹⁰ ULP Charge pg. 1; Employer Response to Additional Questions, Ex. 1, Response to Grievance, pg. 1.

¹¹ Due Process Meeting, Recording 1 at 4:19.

¹² Due Process Meeting, Recording 2 at 0:20.

¹³ Due Process Meeting, Recording 3 at 11:50.

¹⁴ Due Process Meeting, Recording 3 at 13:01.

¹⁵ Employer Response to Additional Questions, Ex. 2, pg. 1; and MFPE Response to Additional Questions, Ex. 1, pg 1.

¹⁶ Due Process Meeting, Recording 3 at 5:39; Recording 4 at 0:40.

¹⁷ Due Process Meeting, Recording 3 at 25:05.

¹⁸ Due Process Meeting, Recording 4 at 00:33 - 00:37.

16. During the April 9, 2024, Due Process Meeting a representative of DOJ, Major Hayter, asked Bragg “On a Saturday night when you’re in a dark alley and there’s a bad guy that you’re pursuing, is the Union with you or are your partners with you?”¹⁹

17. On April 9, 2024, following the investigatory hearing, Bragg was placed on administrative leave.²⁰

18. On April 10, 2024, Bragg was provided with the Due Process Notification letter from the DOJ outlining the allegation that Bragg’s actions represent of violations of Montana Highway Patrol (MHP) Core Values, MHP Policies GR-1(A)(1), GR-1(A)7, and GR-4(B)1, as well as the MHP Code of Ethics and Oath of Office.²¹

19. On April 19, 2024, Bragg was terminated from her employment with the DOJ.²²

20. On May 2, 2024, MFPE, on behalf of Bragg, filed a grievance regarding this termination under the CBA grievance process.²³ Both Parties agreed to begin the grievance at Step IV of the Grievance Procedure.²⁴

21. On May 16, 2024, the DOJ issued a Response to the Step IV Grievance, maintaining the decision to terminate Bragg’s employment.²⁵

B. Summary of Charge and Amended Charge

The initial charge alleges the DOJ violated § 39-31-401(1), MCA, by interfering with, restraining, and coercing, through intimidation and employment threats, in the exercise of rights guaranteed in § 39-31-201, MCA. Additionally, MFPE argued the DOJ violated § 39-31-401(2), MCA, by interfering with the administration of MFPE and the Association of Montana Highway Patrol Troopers Local.²⁶

The initial charge alleges Bragg was placed on administrative leave for sharing “important working condition information with her assigned MFPE staff field consultant.”²⁷ The Union alleges the actions of the DOJ in this instance are intended to intimidate employees and the Local Union President in the exercise of their rights as union members.²⁸

¹⁹ Due Process Meeting, Recording 4 at 2:54 – 3:02.

²⁰ Initial ULP Charge, pg. 2.

²¹ Employer Response to Additional Questions, Ex. 2, pg. 1; MFPE Response to Additional Questions Ex. 1, pg. 1.

²² Amended ULP Charge, pg. 1; and Employer Response to Additional Questions, Ex. 4, Termination Letter, pg. 1; MFPE Response to Additional Questions Ex. 2, Termination Letter, pg. 1.

²³ Employer Response to Additional Questions Ex. 7, Step 4 Grievance, pg. 1; and MFPE Response to Additional Questions, Ex. 3, Step 4 Grievance, pg. 1

²⁴ Employer Response to Additional Questions, Ex. 1, pg. 1, Ex 7, pg. 1.; and MFPE Response to Additional Questions, Ex. 3. Pg. 1, and Ex. 4, pg. 1.

²⁵ Employer Response to Additional Questions Ex. 1. Pg. 4, and MFPE Response to Additional Questions, Ex. 4, pg. 4.

²⁶ Initial ULP Charge, pg. 1. The Initial ULP Charge referred to “§ 30-31-401, MCA;” which the Board Agent assumes is a typo, and the Charge intends to address violations of § 39-31-401(1), MCA.

²⁷ Initial ULP Charge, pg. 2.

²⁸ Initial ULP Charge, pg. 2.

This charge was later amended to include allegations that Bragg's termination from employment with the DOJ was based on protected communications she had with her Union. The Union once again asserts the document shared by Bragg with the Union concerned working conditions. The Union maintains conditions of employment are bargained-for issues that are part of the current CBA between the Union and Employer. The Union further asserts communications between the Local President and the Union must be preserved in a way that does not result in a chilling effect on Union members. The Union concludes the MHP/DOJ violated § 39-31-401, MCA, when it terminated Trooper Bragg for communicating with her Union about working conditions.²⁹

C. Summary of DOJ's Response to Charge

The DOJ responded to this charge, denying the allegations, and maintaining the actions taken against Bragg were a warranted response to employee misconduct.³⁰ The DOJ asserts they did not violate § 39-31-401(1), MCA, by interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in § 39-31-201, MCA. The DOJ and maintains the employment actions taken were in response to Bragg's violation of direct orders, not the fact that she shared the information with the Union.

The DOJ asserts they were aware Bragg frequently sent information, emails, and communication to MFPE and never interfered with these communications. The DOJ confirms the document was ultimately authorized for release to all MHP employees shortly after the initial limited circulation.³¹

The DOJ notes if Bragg wished to share the document with the Union before it was approved for general release, she could have simply asked for permission. Similarly, the DOJ states, if MFPE wished to see the document before general distribution, they could have requested the document from the DOJ.³² Because Bragg chose instead to share the document without first seeking permission, the DOJ maintains she violated a direct order, the officer code of ethics, and the oath of office.³³

The DOJ asserts MFPE incorrectly conflates a mandatory subject of bargaining with interference. The DOJ argues a document containing the opinions of working conditions is not a "condition of employment." or mandatory subject of bargaining pursuant to *Bonner Sch. Dist. No. 14 v. Bonner Educ. Ass'n*.³⁴ DOJ argues "conditions of employment" that qualify as mandatory subjects of bargaining include conditions such as telephone access, break policies, and employee transfers/reassignments, not the results of a climate survey.³⁵

The DOJ asserts they have not committed an unfair labor practice under the law. The DOJ cites the management rights statute, § 39-31-303, MCA, which allows public employers to direct employees and establish the methods and processes by which work is performed.

²⁹ Amended ULP charge pg. 1.

³⁰ Summons Response pg. 1.

³¹ Summons Response, pg. 2.

³² Summons Response, pg. 3.

³³ Summons Response, pg. 3.

³⁴ *Bonner Sch. Dist. No. 14 v. Bonner Educ. Ass'n*, 2008 MT 9, ¶¶ 20-23, 341 Mont. 97, 176 P.3d

³⁵ Summons Response, pg. 2.

Furthermore, § 44-1-612(2), MCA, applies specifically to MHP Troopers, and states “gross neglect of duty or willful violation or disobedience of orders or regulations” is “Cause for suspension, demotion or discharge.”

The DOJ concludes it has not committed a ULP, but rather conducted business as allowed by statute held a law enforcement officer accountable.³⁶

D. Summary of Union’s Rebuttal

In rebuttal MFPE reiterates the allegations of the initial and amended ULP charge that 1) Bragg was terminated solely for communicating with MFPE and that communication is protected by law; 2) The employer interfered with the Local Union President when they terminated her for communicating with the Union. The Union asserts this action has a chilling effect for both Ms. Bragg and all other bargaining unit members going forward.³⁷

The Union maintains the communication shared by Bragg related directly to working conditions and, as such, communication of this issue to the Union is a statutory right. The Union states disciplining an employee for sharing information regarding working conditions is a violation of the protected rights of the bargaining unit member. ³⁸

The Union further asserts the parties’ CBA provides the Union the authority to participate in certain committees comprised of both MHP and Local Union members. The Union argues “the parties agree that the union has the authority to participate in those committees without the burden of interference, coercion, or restraint.” MFPE asserts Ms. Bragg obtained the information in question as part of her participation in one of these committees.³⁹

MFPE further alleges a statement made by the Employer to Bragg demonstrated a clear intention to intimidate when they made the “analogy of a dark alley “with a bad guy”” in reference to the information exchange.⁴⁰

III. Discussion

“The board agent shall investigate the ULP and make a written finding of whether there is probable merit to support the ULP.” ARM 24.26.1204(3). “Probable merit” means supported by substantial competent evidence. It is more than a scintilla of evidence, but it may be less than a preponderance of the evidence.” ARM 24.26.207(19). “If the board agent determines the ULP is supported by probable merit, the matter shall be set for a hearing before a hearing officer pursuant to ARM 24.26.1208.” ARM 24.26.1204(3)(a). “If the board agent determines that the ULP is not supported by probable merit, the board agent shall issue a notice of intent to dismiss the ULP complaint.” ARM 24.26.1204(3)(b).

³⁶ Summons Response, pg. 2.

³⁷ Summons Rebuttal, pg. 1.

³⁸ Summons Rebuttal, pg. 1.

³⁹ Summons Rebuttal, pg. 1.

⁴⁰ Summons Rebuttal, pg. 1.

The Montana Supreme Court has long held that it is appropriate for the Board “to consider NLRB precedents in interpreting and administering the Public Employees Collective Bargaining Act.”⁴¹

A. Employee Rights and Protected Concerted Activity

“It is an unfair labor practice for a public employer to (1) interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in 39-31-201[.]” Section 39-31-401(1), MCA. Section 39-31-201, MCA, mirrors the language of Section 7 of the NLRA⁴², and states as follows:

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 protection free from interference, restraint, or coercion.

In *Young v. Great Falls*, the Montana Supreme Court held, when analyzing an alleged violation of § 39-31-401(1), MCA, “[m]otive is not the critical element in this violation.”⁴³ According to the NLRB, “[a]n individual employees' complaint is ‘concerted’ if it is related to group action for the mutual aid or protection of other employees.”⁴⁴

Either the individual employee is in fact acting on behalf of, or as a representative of, other employees, or his claim must be made with the object of inducing or preparing for group action[.] It is not necessary that the individual employee be appointed or nominated by other employees to represent their interests.⁴⁵

Protected concerted activity also includes employees’ right to discuss their terms and conditions of employment among themselves, and with the public, for the goal of mutual aid and protection.⁴⁶ In *Motor City Pawn Brokers Inc.*, the NLRB specifically addressed the right of employees to discuss and disclose terms and conditions of employment among themselves and with outside parties, in specific contrast to an employer’s right to have rules against disclosure of certain “confidential” or “proprietary” information about the employer’s business.⁴⁷ Because not all disclosures of information are protected concerted activity, the NLRB has likewise held that employees can be lawfully disciplined for improperly obtaining their employer’s private or confidential records.⁴⁸

⁴¹ *State ex rel. Bd. of Pers. Appeals v. Dist. Court*, 183 Mont. 223, 226, 598 P.2d 1117, 1118 (1979) (citing *State, Dept. of Hwys. v. Public Employees Craft Coun.*, 165 Mont. 349, 529 P.2d 785 (1974)).

⁴² *State by Department of Highways v. Public Employees Craft Council*, 165 Mont. 349, 352, 529 P.2d 785, 786 (1974).

⁴³ *Young v. Great Falls*, 198 Mont. 349, 355, 646 P.2d 512, 515 (1982).

⁴⁴ *Music City Service, Inc. v. NLRB*, 705 F.2d 131, 133 (citing *Signal Oil & Gas Co. v. NLRB*, 390 F.2d 338, 342-43 (9th Cir. 1968)).

⁴⁵ *Music City Service, Inc. v. NLRB*, 705 F.2d 131, 133 (internal citations and quotation marks omitted).

⁴⁶ *Motor City Pawn Brokers Inc.*, 369 NLRB No. 132, 5 (2020) (citing *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565-566 (1978)).

⁴⁷ *Motor City Pawn Brokers Inc.*, 369 NLRB No. 132, 5 (2020).

⁴⁸ *Macy’s, Inc.*, 365 NLRB No. 116, slip op. at 4, 209 LRRM 1725 (2017).

The NLRB has addressed whether an employee's disclosure of an employer's information to an employee's union is protected concerted activity, or whether the disclosure is not protected activity and the employee may be lawfully disciplined by the employer. "In determining whether certain employee activity is protected under the Act, the Board generally attempts to balance the Section 7 interest of employees with the business interest of the employer."⁴⁹ "The applicable rule of thumb seems to be that employees are entitled to use for self-organizational purposes information and knowledge which comes to their attention in the normal course of work activity and association but are not entitled to their Employer's private or confidential records."⁵⁰ However, the Board acknowledged that "[t]his rule has engendered case law that is highly fact-specific, with the line between confidential information and information that comes to an employee's attention in the normal course of work not always clear."⁵¹

The Board has carefully analyzed the facts and circumstances of each case to determine if the employee's activity was protected. For example, in *Rocky Mountain Eye Center, P.C.*, the Board held that an employee's disclosure of other employee's contact information to the union during an organizing campaign, although accessed from the HIPAA-compliant patient records system, was protected concerted activity, and the employee's termination for that action was a violation of both Section 8(a)(3) and (1) of the NLRA (equivalent to § 39-31-401(1) and (3), MCA).⁵² Other cases similarly hold that disclosing employee information to the union is protected concerted activity.⁵³

In several cases, the Board has found that disclosing an employer's information to the employee's union was not protected concerted activity. In *Beckley Appalachian Regional Hospital*, the Board held that disclosure of confidential patient's records was not protected activity, even though the records were obtained to challenge a suspension during a grievance proceeding.⁵⁴ "In *Canyon Ranch, Inc.*, 321 NLRB 937 (1996), the Board found unprotected an employee's conduct—reading a draft memo from one management official to another[—]whose subject was terms and conditions of employment."⁵⁵ In addition to being fact-intensive, the NLRB's specific analysis of employer work rules and the effect on employee's rights is constantly evolving.⁵⁶

In the case before this Board Agent, MFPE argues that Alicia Bragg was engaged in protected concerted activity when she shared the results of the DOJ's climate survey with her Union Representative; therefore, MFPE argues the DOJ violated the law when they terminated Bragg for this action. The DOJ, however, argues Bragg violated the direct order

⁴⁹ *Cook County College Teachers Union, Local 1600*, 331 N.L.R.B. 118, 120 (2000).

⁵⁰ *Ridgely Mfg. Co.*, 207 N.L.R.B. 193, 196-197 (1973)).

⁵¹ *Rocky Mountain Eye Center, P.C.*, 363 N.L.R.B. 325, 333 (2015).

⁵² *Rocky Mountain Eye Center, P.C.*, 363 N.L.R.B. 325, 335 (2015).

⁵³ *Anserphone of Michigan*, 184 NLRB 305, 306 (1970) (obtaining names and addresses of employees from office manager protected); *Costco Wholesale Corp.*, 358 NLRB No. 106, slip op. at 28-29 (2012); and *Albertson's, Inc.*, 351 NLRB 254, 259, 366 (2007) (disclosure of work schedule and list of employees' names to the union protected).

⁵⁴ *Beckley Appalachian Regional Hospital*, 318 NLRB 907 (1995),

⁵⁵ *Cook County College Teachers Union, Local 1600*, 331 N.L.R.B. 118, 120 (N.L.R.B. May 15, 2000).

⁵⁶ *Stericycle, Inc.*, 372 NLRB No. 113, 1 (2023) (adopting "a new legal standard to decide whether an employer's work rule that does not expressly restrict employees' protected concerted activity under Section 7 of the National Labor Relations Act (Act) is facially unlawful under Section 8(a)(1) of the Act.").

not to share the climate survey with any outside parties; and the DOJ lawfully terminated Bragg for violating a direct order and DOJ policies.

It is undisputed that the climate survey shared by Bragg with her Union Representative involves the very “terms and conditions of employment” that employees have a right to discuss. Furthermore, Bragg asserts that she shared the information with her Union for the benefit of her coworkers – people were specifically coming to her with concerns about what they wrote in the climate survey – which is an action “for mutual aid or protection.”

The Board Agent concludes that MFPE has shown more than a scintilla of evidence that an unfair labor practice occurred when the DOJ disciplined and terminated Alicia Bragg after she shared information about the terms and conditions of her employment with her Union.

B. Employer Interference with Union Administration

In the initial charge, MFPE alleges the DOJ violated § 39-31-401(2), MCA, which states it is an unfair labor practice for the public employer to “dominate, interfere, or assist in the formation or administration of any labor organization.”⁵⁷ MFPE alleges Bragg was the Local Union President, and DOJ interfered with her ability to communicate with the Union about working conditions of the Troopers. MFPE argues “communications between the Local President and her Union must be preserved in a way that does not result in a chilling effect on Union members, especially officers of those unions.”⁵⁸

In response, DOJ stated it “takes issue with the characterization that Alicia Bragg was the local union president. Ms. Bragg has admitted she was never elected into that position or formally recognized as such.”⁵⁹ The DOJ asserts they did not interfere with the administration of the Union by limiting dissemination of the Climate Survey, and Bragg could have utilized other channels to disseminate the document.⁶⁰ The DOJ maintains they did not dominate, interfere, or assist in the formation or administration of the MFPE or the MHP Troopers Local. The DOJ argues, because the charge does not allege sufficient argument or facts to support this charge, it is impossible to respond in more detail than a general denial.⁶¹ Furthermore, the DOJ asserts they have never interfered with employees’ ability to communicate with the Union.⁶²

Section 39-31-401(5), MCA, and “Section 8(a)(5) require[] an employer to recognize the agents of its employees’ collective-bargaining representative. The designation of such agents is purely an internal union affair.”⁶³ Similarly, it is a violation of § 39-31-401(2), MCA, and Section 8(a)(2), of the NLRA to interfere with the administration of a labor organization.

⁵⁷ Initial ULP Charge, pg. 1.

⁵⁸ Amended ULP Charge, pg. 1.

⁵⁹ Summons Response, pg. 1.

⁶⁰ Summons Response, pg. 1.

⁶¹ Summons Response, pg. 2.

⁶² Summons Response, pg. 2.

⁶³ *Howland Hook Marine Terminal Corp.*, 263 N.L.R.B. 453, 454 (1982).

The NLRB has acknowledged that allegations of violations of Sections 8(a)(2) and (8)(a)(5) may be closely related.⁶⁴

The Board Agent concludes MFPE has also shown more than a scintilla of evidence to support the allegation that the DOJ interfered with the administration of MFPE when they terminated the Local Union President for communications with her Union.

IV. Recommended Order

For the reasons noted above, the Board Agent concludes there is more than a scintilla of evidence to support the finding that an unfair labor practice occurred. For this reason, the Board Agent finds probable merit to support this unfair labor practice charge.

There is more than a scintilla of evidence to support a finding of probable merit to this charge pursuant to ARM 24.26.1204(3)(a). The matter will be transferred to the Office of Administrative Hearings pursuant to ARM 24.26.1208 to determine if the Department of Justice committed an unfair labor practice by terminating Trooper Alicia Bragg for her communications with her Union.

Dated this 28th day of June 2024

Board of Personnel Appeals



Wendy Jackson,
Board Agent/Investigator

V. Supporting Documentation

1. ULP Charge 2024DRS00181
2. Amended ULP Charge
3. Summons Response and Exhibits 1-2
4. Summons Rebuttal
5. Employer Response to Additional Questions and Exhibits 1-7
6. Union Response to Additional Questions and Exhibits 1-4.
7. April 9, 2024 Due Process Meeting Recordings 1-4.

⁶⁴ See *Charles Yoon d/b/a WHITEWOOD ORIENTAL MAINTENANCE COMPANY*, 292 N.L.R.B. 1159, 1169 (1989).

* * * * *

CERTIFICATE OF SERVICE

The undersigned does certify a true and correct copy of this document was served via email upon the following on the 28th day of June 2024.

Wendy Jackson

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