STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE NO. 9-2016:

TEAMSTERS UNION LOCAL NO. 2,	)	Case No. 582-2016
	)	
Complainant,	)	
	)	
vs.	)	
	)	
ANACONDA-DEER LODGE COUNTY,	)	
	)	
Defendant.	)	

* * * * * * * * * * *

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDED ORDER

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I. INTRODUCTION

On September 30, 2015, the Teamsters Union Local No. 2 (Union) filed an Unfair Labor Practice (ULP) Charge with the Board of Personnel Appeals (BOPA) against Anaconda-Deer Lodge County (County). The charge alleged that the County had failed to bargain the installation of four new surveillance cameras with audio and video capability.

On October 16, 2015, the County responded to the charge disputing that it was required to bargain over the installation of the audio-video cameras.

On January 28, 2016, BOPA's investigator issued an Investigative Report and Finding of Probable Merit. Thereafter, the Office of Administrative Hearings issued a Notice of Hearing on behalf of BOPA, appointing the undersigned Hearing Officer, who issued a Scheduling Order after a telephone conference with counsel for the parties, and the County filed its Answer to the Charge in compliance with that order.

On April 18, 2016, the County filed a Motion for Summary Judgment on the grounds that it had no obligation to bargain over the installation of the new cameras; the claim was time-barred; and, even if the ULP was not time-barred, the Union had waived its right to bargain over the installation of the new cameras.

On April 29, 2016, the Union filed its Brief in Opposition to the County's Motion for Summary Judgment and its own Counter Motion for Summary Judgment. The Union's Motion for Summary Judgment was filed after the April 15, 2016 deadline for filing motions established in the Scheduling Order governing these proceedings. On May 13, 2016, the County filed its response to the Union's Motion for Summary Judgment which indicated no objection to the timeliness of the Union's motion.

II. UNDISPUTED FACTS

1. Anaconda-Deer Lodge County (County) is a public employer as defined by Section 39-31-103(10), MCA.

2. Teamsters Union Local No. 2 (Union) is the exclusive representative for the detention officers employed by the County as defined by Section 39-31-103(4), MCA.

3. The Union and the County entered into a collective bargaining agreement (CBA) with the detention unit of the County covering the period of July 1, 2013 through June 30, 2015.

4. In 2005, the County installed video surveillance equipment in the following areas of the Detention Center: the booking area/room, fingerprinting area, medication area, kitchen area, laundry area, sally port, hallway leading toward the kitchen/laundry area, front door of the building, lobby of the building, roof, and the back of the building where generators are located. Detention Center inmates frequent all areas where video equipment is located, with the exception of the kitchen/laundry area. No audio/video surveillance equipment is located in the bathrooms utilized by detention staff.

5. In October 2014, Assistant Chief Sather issued a Notice informing detention staff that DVD recording of the surveillance cameras would run continuously during shifts because he could not be in all areas of the Detention Center at all times to monitor the conduct complained of by staff and informing staff of the right to contact him with questions or concerns. County Exhibit 1. The DVD surveillance included the use of the cameras already in place in the booking area. The Union did not grieve the Notice.

6. In May 2015, new surveillance equipment with audio capability was installed in the kitchen, laundry, medication, and booking areas. The audio/video surveillance equipment was placed in the kitchen, laundry, and medication areas in response to numerous complaints by staff regarding inappropriate conduct of staff

occurring in the kitchen and laundry area, as well as the booking area. The Union had no prior notice of the installation of the new surveillance equipment.

7. The Union members had actual notice of the installation of the new surveillance equipment when they were installed by Butte Security. The Union did not grieve the installation of the new surveillance equipment.

8. On September 17, 2015, if not a few weeks earlier, the Union requested bargaining on the issue of the four new audio-video cameras.

9. On or about September 24, 2015, Chief Tim Barkell told Union Representative Erin Foley that the reason the new cameras were installed was because, "I received 53 complaints from afternoon shift about day shift from Detention Officer John Stewart. So I put the cameras in to watch detention officer's behavior." Unfair Labor Practice Charge ¶ 21. (The County did not dispute this fact in its response to the charge or in its summary judgment briefs.)

III. PROPRIETY OF SUMMARY JUDGMENT IN AN UNFAIR LABOR PRACTICE PROCEEDING

Motions may be made within contested case proceedings before the Board of Personnel Appeals. Admin. R. Mont. 24.26.212. In the event a motion is made, it must state the relief requested and shall be accompanied by affidavits setting forth the grounds upon which the motion is based. Answering affidavits, if any, must be served on all parties. Id.

The purpose of summary judgment is to eliminate the burden and expense of unnecessary trials. Klock v. City of Cascade, (1997), 284 Mont. 167, 173, 943 P.2d 1262, 1266. Summary judgment is an appropriate method of dispute resolution in administrative proceedings where the requisites for summary judgment otherwise exist. Matter of Peila (1991), 249 Mont. 272, 815 P.2d 139. Summary judgment is appropriate where "the pleadings . . . and admissions on file . . . show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Peila, supra.

The party seeking summary judgment has the initial burden of establishing the absence of any genuine issue of material fact and entitlement to judgment as a matter of law. Once a party moving for summary judgment has met the initial burden of establishing the absence of a genuine issue of material fact and entitlement to judgment as a matter of law, the burden shifts to the nonmoving party to establish with substantial evidence, as opposed to mere denial, speculation, or conclusory assertions, that a genuine issue of material fact does exist or that the moving party is

not entitled to judgment as a matter of law. Meloy v. Speedy Auto Glass, Inc., 2008 MT 122, ¶18 (citing Phelps v. Frampton, 2007 MT 263, ¶16, 339 Mont. 330, ¶16, 170 P.3d 474, ¶ P16). If no such countervailing evidence is presented and the motion demonstrates that the movant is entitled to summary judgment, entry of summary judgment in favor of the movant is appropriate. Klock, supra, 284 Mont. at 174-75, 943 P.2d at 1267.

Summary judgment may be granted in the non-movant's favor in the absence of a formal cross-motion on a specific issue. However, the court must be very careful that the original movant had a full and fair opportunity to meet the proposition, no genuine issue of material fact exists, and the other party is entitled to judgment as a matter of law. Hereford v. Hereford, 183 Mont. 104, 107-08, 598 P.2d 600, 602 (1979); Mill Creek Ltd. P'ship v. Lodge, 2010 MT 65, P18 (Mont. 2010) 228 P.3d 1144.

In the instant case, the parties do not dispute the underlying facts, only whether based upon those facts an unfair labor practice has occurred.

A. The Unfair Labor Practice is not time barred.

The County argues that because Mont. Code Ann. § 39-31-404 provides that an unfair labor practice charge must be filed with BOPA within six months of the alleged unfair labor practice, ULP No. 9-2016 must be dismissed.

The County bases its argument on the idea that the new audio-video cameras were merely updates to equipment that was installed in 2005 and the Union failed to file a ULP over the initial installation, so the current ULP is time-barred. Additionally, the County argues the Union failed to timely file a ULP with regard to Assistant Chief Sather's Notice of October 2, 2014 that stated "the DVD would be running at all times for purposes of evaluating employee conduct." County Summary Judgment Exhibit 1. The County also argues the Union had two opportunities to timely file ULP charges over the installation of the cameras and that since the new cameras were simply updates to existing surveillance equipment installed in 2005, the Union can not now file a ULP over the "updated equipment."

The County's argument fails because the new cameras cannot reasonably be seen as simply updates to existing equipment. The cameras installed in 2005 were placed in areas frequented by inmates. The 2014 Notice was not in regard to new cameras, but merely announced the cameras would record to DVD 24-hours a day. The new video cameras with audio recording capability installed in May 2015 were placed in the kitchen, laundry, and medication areas in response to numerous complaints by staff regarding inappropriate conduct by staff occurring in the kitchen,

laundry, and booking areas. The new cameras were placed in new locations; had new capabilities; and were installed for different reasons than the older cameras.

The installation of the new cameras in May 2015 was a separate action by the County and subject to the six-month statute for filing a ULP. The Union filed its ULP charge on September 30, 2015, well within the six-month limitation period.

B. The Union did not waive its right to bargain over the placement of the new cameras.

The County argues that, even if the Union's ULP claim was not time-barred, the Union waived its right to bargain over the issue. A waiver can occur by express provisions in the CBA or by implication from a failure to request bargaining after notice. Local Joint Executive Board of Las Vegas v. NLRB, 540 F.3d 1072, 1079, footnote 10, (9th Cir. 2008), citing Am. Distributing Co. v. NLRB, 715 F.2d 446 (9th Cir. 1983). See also, MPEA v. Department of Justice, ULP #17-87.

1. Express Waiver

The obligation to bargain collectively is an obligation that is subject to waiver by clear and unmistakable language. Metropolitan Edison Co. v. NLRB (1983), 460 U.S. 693. The NLRB has consistently rejected management rights clauses that are couched in general terms and make no reference to any particular subject area as waivers of statutory bargaining rights. Smurfitt-Stone Container Corp., 2003 NLRB LEXIS 557, at 23-25; Michigan Bell Telephone Co. (1992), 306 NLRB 281.

The Management Rights clause of the parties' CBA provides, in pertinent part:

ARTICLE V: MANAGEMENT RIGHTS

A. Subject to the laws of the State of Montana, the Employer reserves the right to hire, layoff, promote, transfer, discharge for cause, maintain discipline, require observation of the Employer's rules and regulations, and maintain efficiency of employees, is the sole responsibility of the Employer, provided that Detention Union members shall not be discriminated against as such, and the Employer shall not exercise these rights in violation of the provisions of this Agreement. In addition, the Employer has the exclusive duty and right to manage its affairs, direct the working forces, schedule the work, and all of the rights granted to the Employer under State Law. Neither the Detention Union nor the Employer shall discriminate against its employees or applicants for employment on the basis of Detention Union affiliation.

> The foregoing enumeration of the Employer's Management Rights shall not be deemed to exclude other functions not specifically set forth.

County Brief in Support of Summary Judgment Exhibit No. 2 (emphasis added).

The Hearing Officer could infer that the emphasized language in the management rights clause of this CBA could cover surveillance of the Union's members. However, making such an inference conflicts with the requirement for a clear and unmistakable waiver. The clause also has the words "require observation" but, taken in context, that phrase falls far short of a clear reference to video and audio surveillance. Therefore, no express waiver has occurred.

2. Implied Waiver

When an employer notifies the union of a proposed change, and the union fails to request bargaining, the union has waived bargaining on the issue. See e.g. Haddon Craftsmen, Inc. (1990), 300 NLRB 789, 790, review denied sub nom. Graphic Communications International Union, Local Union No. 97B, 937 F.2d 597 (3rd Cir. 1991).

The County never provided prior notice to the Union or its members that it would be installing the four audio-video cameras at issue.

As stated in the discussion of the limitation period, the installation of the new cameras in May 2015 was a separate and distinct event that could not be affected by the events in 2005 and 2014.

With respect to the installation of the new cameras, on September 17, 2015, if not a few weeks earlier, the Union requested bargaining on the issue of the four new audio-video cameras.

The N.L.R.B. has expressed its position on implied waiver in AT&T Corp., 325 NLRB 150, 153 (1997):

> Under the Act, before an employer may effect a material and substantial change in its employees' wages, hours, and other terms and conditions of employment, it must notify the employees' collective bargaining representative and afford the representative an opportunity to bargain about the change. NLRB v. Katz, 369 U.S. 736 (1962); Daily News of Los Angeles, 315 NLRB 1236, 1237-1238 (1994), enf'd. 73 F.3d 406 (D.C.

> Cir 1996). The notice given to the union must be more than a fait accompli and must be sufficient to afford a meaningful opportunity to bargain before the change is implemented. Mercy Hospital of Buffalo, 311 NLRB 869, 873 (1993); Intersystems Design Corp., 278 NLRB 759 (1986); Ciba-Geigy Pharmaceuticals Division, 264 NLRB 1013, 1017 (1982), enf'd. 722 F.2d 1120 (3rd Cir. 1983). Once the union is on notice regarding a proposed change, however, it must act with due diligence to request bargaining or be deemed to have waived its rights by inaction. Kansas Education Association, 275 NLRB 638 (1985); City Hospital of East Liverpool, 234 NLRB 58 (1978).

If the employer has given adequate and proper notice of the proposed change, it need not bargain over the proposal if the union waives its right to bargain by failing to request bargaining. YHA, Inc. v. NLRB, 2 F.3d 168, 172, 173 (6th Cir. 1993).

Waiver defenses fail in cases in which the employer makes the unilateral change without any regard for the union's right to bargain. "An employer must at least inform the union of its proposed actions under circumstances which afford a reasonable opportunity for counterarguments or proposals." Pontiac Osteopathic Hosp., 336 NLRB 1021, 1023 (2001), quoting NLRB v. Citizens Hotel Co., 326 F.2d 501, 505 (5th Cir. 1964); Toma Metals, Inc., 342 NLRB 787, 787, fn. 1 (2004).

A timely notice of a proposed change that is given under circumstances that show that the employer had no intention of bargaining about the change will <u>not</u> support finding a waiver of the right to bargain in a subsequent failure of the union to request bargaining. In labor law parlance, such notices are nothing more than the announcement of a "fait accompli." Ciba-Geigy Pharm. Div., 264 NLRB 1013, 1017 (1982), enf'd 722 F.2d 1324 (7th Cir. 1983); Mercy Hospital, 311 NLRB 869, 873 (1993).

That leaves the question of waiver versus fait accompli. A final decision made before any notice to labor of the proposed change manifests the same kind of disregard for the union's bargaining rights as does a rush to implement the proposed change. Ciba-Geigy, 264 NLRB at 1018. "Notice of a fait accompli is simply not the sort of timely notice upon which the waiver defense [can be] predicated." International Ladies Garment Workers Union v. NLRB, 463 F.2d 907, 919 (D.C. Cir. 1972); Gratiot Community Hosp., 312 NLRB 1075, 1080 (1993), enf'd in part, 51 F.3d 1255, 1259-60 (6th Cir. 1995).

In this matter, the County failed to provide either prior notice or any notice to the Union that it was planning to install the new cameras or even that it had installed the cameras. As the County points out, the Union likely received actual notice at some point because its members witnessed the installation of the cameras. That notice is insufficient to satisfy the implied waiver elements. The County simply presented a fait accompli and offered no opportunity to the Union to request bargaining on the issue. Therefore, the Union did not waive its right to bargain over the installation of the new cameras.

C. The County had a duty to bargain with the Union in regards to the installation of the four new audio-video cameras in May 2015.

The Montana Supreme Court has approved the practice of the Board of Personnel Appeals of using federal court and National Labor Relations Board (NLRB) precedents as guidance in interpreting the Montana collective bargaining laws. State ex rel. Board of Personnel Appeals v. District Court (1979), 183 Mont. 223, 598 P.2d 1117; City of Great Falls v. Young (Young III) (1984), 211 Mont. 13, 686 P.2d 185.

Public employers are obligated "to bargain in good faith with respect to wages, hours, fringe benefits and other conditions of employment." Mont. Code Ann. § 39-31-305(2). Failure to bargain in good faith with labor organizations representing employees violates the Montana Public Employees Collective Bargaining Act. Mont. Code Ann. § 39-31-401(5); Bonner, ¶17. An employer violates the duty to bargain if, without bargaining to impasse or absent exigent circumstances, it changes unilaterally an existing term or condition of employment which is a mandatory subject of bargaining. NLRB v. Katz, (1962), 369 U.S. 736; NLRB v. McClatchy Newspapers (D.C. Cir. 1992), 964 F. 2d 1153, 1162; Bigfork Area Education Association v. Board of Flathead and Lake County School College No. 38, ULP #20-78.

An employer violates Mont. Code Ann. § 39-31-401(5) by unilateral change to any employment term or condition subject to mandatory bargaining. NLRB v. Katz, 369 U.S. 736 (1962); Bigfork Area Ed. Assoc. v. Flathead & Lake Cty S.D. No. 38, ULP # 20-78; GTE Automatic Electric, 240 NLRB 297, 298 (1979) ("It is well established that, during the existence of a collective-bargaining contract, a union has a right to bargain about the implementation of a term and condition of employment,

and an employer must bargain about a mandatory subject of bargaining not specifically covered in the contract or unequivocally waived by the union.").[1]

Where a mandatory subject of bargaining is not covered by the CBA, an employer must bargain the issue to impasse before it can implement a unilateral change. International Union (UAW) v. NLRB, 765 F.2d 175, 179 (D.C. Cir. 1985).

The courts have reviewed several NLRB decisions regarding the placement of surveillance cameras in the workplace. In Nat'l Steel Corp. v. NLRB, the 7th Circuit held:

> The Board determined in Colgate-Palmolive that the use of hidden surveillance cameras is a mandatory subject of collective bargaining because it found the installation and use of such cameras "analogous to physical examinations, drug/alcohol testing requirements, and polygraph testing, all of which the Board has found to be mandatory subjects of bargaining." 323 N.L.R.B. at 515 (citations omitted). It found that hidden cameras are focused primarily on the "working environment" that employees experience on a daily basis and are used to expose misconduct or violations of the law by employees or others. Id. The Board held that such changes in an employers methods have "serious implications for its employees' job security." Id. at 515-16. The Board found that the use of such devices "is not entrepreneurial in character [and] is not fundamental to the basic direction of the enterprise." Id. at 515 (citing Ford, 441 U.S. at 498, and quoting Fibreboard, 379 U.S. at 222-23). We find the Board's legal conclusion, that the use of hidden surveillance cameras in the workplace is a mandatory subject of collective bargaining under the standards set out in Ford, objectively reasonable and wholly supported. We accept the Board's determination as conclusive in these circumstances. Ford, 441 U.S. at 498; Jones Dairy Farm, 909 F.2d at 1027.
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> Nat'l Steel Corp., 324 F.3d 928, 932 (7th Cir. 2003).

In Ford Motor Co. v. N.L.R.B.,441 U.S. 488 (1979), the Supreme Court described mandatory subjects of bargaining as such matters that are "plainly germane to the 'working environment'" and "not among those 'managerial decisions, which lie at the core of entrepreneurial control.'" As the judge found, the installation of

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[1] A violation of Mont. Code Ann. § 39-31-401(5) necessarily includes a derivative violation of Mont. Code Ann. § 39-31-401(1). See e. g. Teamsters Local No. 2 v. City of Missoula, ULP # 6-86; Standard Oil Company of California v. NLRB, 399 F.2d 639, 642 (9th Cir. 1968).

surveillance cameras is both germane to the working environment and outside the scope of managerial decisions lying at the core of entrepreneurial control. Id. at 498 quoting from Fibreboard Corp. v. N.L.R.B., 379 U.S. 203, 222-223 (1964) (Stewart, J., concurring).

323 N.L.R.B. 515 (N.L.R.B. 1997).

Installation and use of hidden surveillance cameras in the workplace is a mandatory subject of bargaining, over which a union has the statutory right to bargain. Anheuser-Busch, Inc., 342 NLRB 560, 560 (2004); Colgate-Palmolive Co., 323 NLRB 515, 515 (1997) (installation of hidden cameras was not an extension of past practice since prior cameras were visible). In Colgate-Palmolive, the Board held that "installation of surveillance cameras is both germane to the working environment and outside the scope of managerial decisions lying at the core of entrepreneurial control." Ibid; see also Nat'L Steel Corp., supra.

The NLRB has also addressed the installation of video cameras that were not hidden. In Chem. Solvents, Inc., the NLRB upheld its Hearing Officer's findings and conclusions:

> The Respondent (Br. 83) argues that the situation presented here is distinguishable from that in Colgate-Palmolive: the new surveillance cameras were openly visible and focused strictly on access points in the plant, not the "working environment," and they were required to be in compliance with DHS regulations.
>
> I find the Respondent's position unpersuasive. It is difficult to accept the proposition that cameras clearly visible to employees are of less concern to employees than hidden ones or would have less potential impact on their working environment. Indeed, the contrary could be argued. The placement of at least some of the cameras resulted in their viewing areas of the facility regularly used by employees. I do not dispute the Respondent's contention that the new cameras comported with DHS' suggested security measures.
>
> However, the Respondent has not shown that DHS required the particular number of new cameras or their particular locations. Those matters aside, other issues also could have been raised or discussed during bargaining, such as the size of the cameras or how their purpose could be best communicated to employees. I cannot, therefore, accept the Respondent's summary conclusion that "[b]argaining would have been futile and unproductive" (ibid).

> Accordingly, I conclude that the Respondent violated Section 8(a)(5) and (1) by unilaterally installing new surveillance cameras without affording the Union prior notice and an opportunity to bargain.

2012 NLRB LEXIS 264 (N.L.R.B. May 15, 2012); Aff'd Chem. Solvents, Inc., 2015 NLRB LEXIS 630 (N.L.R.B. Aug. 24, 2015).

The County argues the installation of the new video cameras was within its management rights and not an "other condition of employment." It also argues in this part of its brief that the new cameras were installed for "the safety of detention staff, inmates and the public." The County also argues that the new cameras were placed in the kitchen, laundry, and medication areas for safety reasons in response to complaints by staff regarding inappropriate conduct of staff occurring in the kitchen and laundry area and booking area. Assistant Chief Sather's October 14, 2014 Notice also indicates that at least some of the cameras in the Detention Center would be used to watch employee behavior. The most credible reason the cameras were installed comes from Chief Barkell's uncontroverted statement, ". . . I put the cameras in to watch detention officer's behaviors." The Hearing Officer can only conclude that based on the reasons stated and the location of the new cameras that monitoring the behavior of its employees was paramount with respect to the three cameras located in the kitchen, laundry, and medication areas. The camera in the booking area would appear to be more focused on inmates than on Detention Center employees but depending on how busy the jail was (or the police were) the area could primarily be used by employees. The cameras installed in 2005 appear to be fundamental to the basic direction of the enterprise. Those installed in May 2015 are not.

The Hearing Officer cannot find that audio-video surveillance of its Detention Center employees is clearly and unmistakably covered by the management rights provision. The County attempts to meld the initial installation of video cameras in the Detention Center in 2005 with Assistant Chief Sather's Notice about 24-hour DVD recording from the then installed cameras and the installation of the new cameras focused primarily on and for the purpose of monitoring detention officers into one event and call it updates to the equipment. The Hearing Officer cannot concur with such an argument. As stated before, when the County installed the new cameras, it was based much more on different bases than the original installation and brought the Union members' collective bargaining rights into play.

While finding the County committed a ULP because it failed to bargain over the installation of the new cameras, the Hearing Officer cannot recommend the County be ordered to cease and desist from using them altogether prior to any

bargaining over them. From the record, it appears that both the County and the Union have used the images and perhaps the audio recordings to resolve some conflicts and the camera in the booking room would involve monitoring the inmates to some degree. However, the County should be limited in how it uses the information obtained through the use of the cameras for disciplinary purposes until bargaining has been completed.

IV. CONCLUSIONS OF LAW[2]

1. The Board of Personnel Appeals has jurisdiction in this matter pursuant to Mont. Code Ann. § 39-31-405.

2. The County had a full and fair opportunity to address the issues raised in this matter.

3. Unfair Labor Practice Charge No. 9-2016 was timely filed.

4. The Union did not waive its right to bargain over the issue of the installation of the four new audio-video cameras.

5. Based on the undisputed facts, the Union is entitled to summary judgment as a matter of law.

6. Anaconda-Deer Lodge County violated Mont. Code 39-31-401(5) by failing to bargain in good faith over the May 2015 installation of four new audio-video cameras in the detention facility.

7. It is appropriate to order the County to bargain over the installation of the four new video cameras installed in May 2015.

V. RECOMMENDED ORDER

The Hearing Officer recommends that:

1. The Board DENY Anaconda-Deer Lodge County's Motion for Summary Judgment.

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[2] Statements of fact contained in this discussion are hereby incorporated by reference to supplement the findings of fact. Coffman v. Niece (1940), 110 Mont. 541, 105 P.2d 661.

2. The Union's Motion for Summary Judgment be GRANTED, or in the alternative that the Union be granted Summary Judgment based on the County's Motion for Summary Judgment.

3. The Board order Anaconda-Deer Lodge County to bargain with the Union regarding the placement of the four new audio-video cameras installed in May 2015 within 30 days of the Board's final order.

4. The Board order Anaconda-Deer Lodge County to bargain with the Union regarding any future installation of surveillance cameras used primarily to monitor the Union members' activities.

5. The Board order Anaconda-Deer Lodge County to cease and desist from any audio recording of Union members from the four new audio-video cameras.

6. The Board order Anaconda-Deer Lodge County to cease and desist from using any information, other than obvious criminal conduct, gathered from the four audio-video cameras, for disciplinary reasons.

DATED this 13th day of May, 2016.

BOARD OF PERSONNEL APPEALS

By: /s/ DAVID A. SCRIMM
DAVID A. SCRIMM
Hearing Officer

NOTICE: Exceptions to these Findings of Fact, Conclusions of Law and Recommended Order may be filed pursuant to Admin. R. Mont. 24.26.222 within twenty (20) days after the day the decision of the hearing officer is mailed, as set forth in the certificate of service below. If no exceptions are timely filed, this Recommended Order shall become the Final Order of the Board of Personnel Appeals. Mont. Code Ann. § 39-31-406(6). Notice of Exceptions must be in writing, setting forth with specificity the errors asserted in the proposed decision and the issues raised by the exceptions, and shall be mailed to:

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