

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 174,	)	
	)	CASE 18752-U-04-4765
	)	DECISION 9495 - PECB
Complainant,	)	
	)	CASE 19045-U-04-4847
	)	DECISION 9496 - PECB
vs.	)	
	)	CASE 19151-U-05-4866
	)	DECISION 9497 - PECB
KING COUNTY,	)	
	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW,
Respondent.	)	AND ORDER
_____	)	

Schwerin Campbell Barnard, LLP, by *Dmitri Iglitzen*, Attorney at Law, for the union.

*Nick McCudden*, Labor Negotiator, joined on the brief by *Nancy Buonanno Grennan*, Attorney at Law, for the employer.

On August 9, 2004, the General Teamsters Union, Local 174 (union) filed an unfair labor practice complaint against King County (employer) with the Public Employment Relations Commission. The employer operates a solid waste utility with transfer stations in the rural parts of King County. The union is the exclusive bargaining representative of the transfer station operators (TSO's) and drivers. The union charged that the employer refused to bargain about the installation of video equipment at certain sites.<sup>1</sup> A preliminary ruling was issued sending the claim to hearing.

On December 13, 2004, the union filed a second complaint charging that the employer refused to bargain the decision to use video

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<sup>1</sup> This first case was docketed as case 18752-U-04-4765.

cameras for the surveillance, and subsequent discipline of, employees.<sup>2</sup> That complaint received a preliminary ruling which sent the charge to hearing and consolidated it with the first complaint.

The hearing on these two consolidated complaints commenced on January 20, 2005.

The union filed a third complaint on January 26, 2005, alleging that the employer refused to bargain about additional cameras installed in 2004 and refused to provide the union information it needed to bargain about the installation of those cameras.<sup>3</sup> This complaint received a favorable preliminary ruling on January 31, 2005.

A second day of hearing, which had been scheduled on the first two complaints, was continued to allow for the consolidation of the third complaint. The hearing reconvened on April 1, 2005, at Seattle, Washington, before Examiner J. Martin Smith. The parties informed the Examiner, soon thereafter, that they were in settlement discussions. They requested a delay in the time set to file their closing written arguments. Settlement talks failed more than a year after the close of the hearing. The parties filed post-hearing briefs in April 2006.

ISSUES PRESENTED

1. Did the employer make a unilateral change in working conditions when it placed video cameras at certain transfer stations?

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<sup>2</sup> That complaint was docketed as case 19045-U-04-4847.

<sup>3</sup> The third complaint was docketed as case 19145-U-05-4866.

2. Did the employer refuse to bargain the effects of its decision to use cameras when it used the video for the surveillance and discipline of employees?
3. Did the employer fail to bargain in good faith regarding installation of additional cameras in 2004?
4. Did the employer fail to provide bargaining information requested by the union concerning the additional cameras?

The Examiner rules that the employer did not make a unilateral change in working conditions when it installed video cameras in 2003. The Examiner determines that the employer failed to bargain the effects of the installation of video cameras when it began to use them for surveillance and discipline of employees. The employer did, however, have an obligation to bargain its decision and the effects to add cameras in 2004 since the employer had begun using information from the videos as evidence against employees. The employer provided the information the union needed to meet its bargaining obligations regarding the additional cameras.

Issue 1: Duty to Bargain Initial Placement of Video Cameras

If the employer makes a unilateral change regarding a mandatory subject of bargaining, it commits an unfair labor practice under RCW 41.56.140(4). *City of Sumner*, Decision 1839-A (PECB, 1984). King County maintains an extensive public works system which provides garbage collection, refuse drop off, and recycling services to its citizens. A key component to this system is a network of "transfer stations" which are county work sites where the public can bring their refuse to either dump them in designated areas or recycle certain discarded materials. These sites are usually open during daylight hours Monday through Saturday; they are usually staffed on a full-time basis.

Video cameras were installed at Cedar Falls Transfer Station in 1994, after a series of thefts of funds at the "scale-houses," or ticket booths, where the public paid to dump their refuse. The cameras were pointed at the cashier's location as well as at gates to the property.

At the time of the complaint, the parties were operating under a collective bargaining agreement which was effective January 1, 2003, through December 31, 2005. The use of fixed-location video cameras at the transfer stations is not mentioned in the agreement.

Extensive testimony at the hearing described the use of fixed-position video cameras. They were originally installed at eight of the transfer-collection locations, including the sites at Cedar Falls, Enumclaw, and Vashon. The cameras were installed at the urging of the employer's insurance and risk-management professionals. They hoped that the video would help the employer defend itself from the cost of liability lawsuits, mostly from citizens being injured while using the transfer sites.<sup>4</sup>

Although the idea of installing video cameras at transfer stations pre-dates 2003, in May of 2003 the solid waste division solicited suggestions from its staff to improve operations and cut costs. The employer gave notice to the staff that it would adopt the suggestion to "increase video surveillance at a variety of locations . . . to increase security and safety. The County will bargain effects with Unions when required."

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<sup>4</sup> Cedar Falls Transfer Station is often confused with the Cedar Hills landfill site. Cedar Hills landfill is the only remaining such facility in King County. The public is not typically permitted to dump refuse at the Cedar Hills site.

The installation and use of video cameras was an ongoing project. The employer contends, based upon *Emergency Dispatch Center*, Decision 3255-B (PECB 1990), that allegations raised by the union in its first claim exceeds the six-month statute of limitations at RCW 41.56.160. Hence, they should be dismissed as untimely. The record shows that the allegations were filed August 9, 2004. Thus the allegations could encompass actions back to February 9, 2004. The employer met with the union on February 11, 2004, to tell the union that it was installing more cameras. The employer began to install cameras at Enumclaw and Vashon on April 1, 2004, and later the employer installed cameras at Cedar Hills. Therefore, the allegations are timely as to the installation at those sites.

The employer was not obligated to bargain the decision to install video cameras. Until a technological change impacts a working condition, the decision falls into the realm of entrepreneurial control. In *Kitsap County*, Decision 8402-A (PECB, 2005), the Examiner ruled that a computerized sick-leave tracking system (ACTS) was not a meaningful change in the practice of monitoring sick leave. The ACTS system sent an electronic "red-flag" for employees whose yearly average of sick-leave use suggested misuse of sick leave without medical justification.<sup>5</sup>

The use of video cameras at the "workplace" is permitted in certain places, including public school buses, public watercraft-ferry operations, and county courthouses. See *Thurston County*, Decision 4848-A (PECB 1995) (video cameras in jail that included a "master

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<sup>5</sup> Though the decision to use a computer tracking system was not itself a mandatory subject of bargaining, the Examiner found that the union had the right to bargain the effects of the decision. Such effects could be whether an employee often or usually a needed doctor's statement attached to each use of sick leave. See discussion of the duty to bargain the effects of the video cameras below.

control center"). When deputy sheriff employees were temporarily assigned to a public ferry, which had video cameras on it, the examiner found that there was no intent to view the work of employees for disciplinary purposes. An ordinary and reasonable employee would not expect that he or she was being "observed" for anti-union or disciplinary purposes. *Skagit County*, Decision 6348, 6348-A (PECB, 1998).

Certain emergency situations where local government employees operate are subject to safety measures which do not have to be bargained. See *Washington State Ferries*, 282-MEC (2001) and *King County Fire Dist. #16*, Decision 3714 (PECB, 1991). In the latter decision, the employer assigned EMT employees to become certified in operation of portable cardiac machines, although the basic EMT certification did not require such training. The examiner ruled that the assignment did not rise to the level of a mandatory topic.

The National Labor Relations Board (NLRB) allows private-sector employers to make changes in the workplace without bargaining with the union when the decision has more of an effect on the employer's efficient operation and productivity than employee working conditions. In a case similar to *Kitsap County*, an employer installed an electronic time clock, to replace hand-written "in and out" cards, without first bargaining with the union. *Rust Craft Broadcast*, 225 NLRB 327 (1976). As with the ACTS sick-leave tracking system, the NLRB found no violation for installation of electronic time-cards. See also, *Metromedia Inc v NLRB*, 99 LRRM 2743 (8<sup>th</sup> Cir. 1978) and *Columbia Tribune Publishing*, 86 LRRM 2078 (8<sup>th</sup> Cir. 1974).

On the facts presented here about the cameras placed at the Cedar Hills, Enumclaw, and Vashon sites, the employer's interest in safety and security out balances any change of working conditions. The employer did not violate RCW 41.56.140 (4) when it installed these video cameras.

Issue 2: Failure to Bargain Impacts of Video Cameras

Even without an obligation to bargain a decision, the employer may be obligated to bargain the "effects" of the decision. In *Grays Harbor County*, Decision 8043-A (PECB, 2004), the employer did not commit an unfair labor practice by eliminating its Employee Assistance Program contract, but was required to negotiate the effects of the change as a remedy. In *City of Wenatchee*, Decision 6517-A (PECB, 1998), the Commission ruled that discontinuing a "light-duty" program for police officers had the effect of increasing the use of sick leave. Although the decision was permissive, the impact upon sick leave usage was a mandatory subject. As cited above, in *Kitsap County*, Decision 8402-A (PECB, 2005), the employer was allowed to institute an "absence control tracking system." The Commission, however, ordered the employer to bargain the impacts of that decision since the tracking system had a surveillance effect on bargaining unit employees, leading to possible discipline.

The union in this case makes a similar argument, that the imposition of new camera systems impacts the employees because of the possibility of using evidence from the video tape for discipline.

Did the parties negotiate the impacts of video cameras?

During May 2003, the parties had ratified and signed a collective bargaining agreement for 2003-2005. George Raffle was chief spokesperson, and signed as a business agent, for the union. Robert Railton represented the employer.

After the ratification of the 2003-2005 agreement, the employer asked the union to bargain "particular" new issues which arose after the first of the year.

The parties met on May 13, 2003. Railton testified that at that meeting:

A: I verbally went down the list of issues that we'd be taking up in this particular bargaining process and said that this is the county's view of its bargaining obligation with respect to each one of these particular items and asked the unions whether or not they agreed or disagreed, with respect to my position as to the extent of our obligation.

Q. Was (sic) video cameras included in that list?

A. Yes, it was . . . Effects bargaining only. And there was no disagreement to that position.

Railton made a "what-if" proposal on three issues at that meeting. Raffle requested that the video camera issue be removed from the proposal so that the union could address it at a later time, inasmuch as his members were most concerned about a work schedule issue.

The parties met again in May. Certain union witnesses kept notes from the meeting. They reminded employer negotiators that the video cameras had recorded examples of employee misconduct or otherwise had been used in discipline of employees, both for reprimand and exoneration. Although driver Keith Hendrickson recalled some employer team members "assured that the cameras weren't to be used for surveillance . . . ," examples were discussed where they had been so used. TSO Ed Baker, who was on the union bargaining team, remembers Railton talking about certain thefts by employees being caught on camera. Railton also addressed a grievance of an employee disciplined for reporting late for work. The employer relied on the video tapes to prove the absence from the work station.



Hendrickson testified that the main issue in May 2003 was the alteration of the hours of operation for transfer stations since the employer proposed cuts in services and employee layoffs. He recalled that issues involving video cameras, GPS tracking and "mag strip" issues were part of the employer's "what-if" package. The union took the position that video cameras issue should be separated from the remainder of the "what-if" proposal. Raffle wanted to discuss the video cameras at a later date, if and when more cameras were installed.

Railton believed the union had abandoned bargaining about the video cameras. In August 2003, he told the solid waste division officials that "nobody had responded to my invitation to bargain . . . ."

Did the employer properly bargain the effects of the cameras?

The employer had another message for the bargaining unit employees in August 2003. Operations Manager Brad Bell told employees by memo that additional cameras would be installed at Cedar Hills, the landfill site. He also reported that consultant studies would continue to find locations to improve "safety and security" and monitoring of the recycling areas of the transfer stations. "In the next few weeks, we will begin work to assess transfer stations and the landfill for placement of new and/or additional cameras. This work is being done to improve the safety of employees and customers and for the security of Solid Waste Division (SWD) assets . . . . " There was no mention, in this memo, about whether the employer would bargain the effects of this project.

On October 9, 2003, Railton sent an e-mail to Raffle and Ed Murietta, soon to replace Raffle. Railton asked that they respond within an 18-day period ending on October 27, 2003:

All - The Solid Waste Division currently has video cameras outside all scale houses, at the Cedar Hills

entrance gate and in a variety of locations at the Skykomish drop box. To enhance safety and security for employees and others who come onto the property, and to protect division assets, the division is looking to install additional video cameras. The division is looking to install cameras in the first quarter of 2004 in the following locations:

- Cedar Hills: . . .
- Enumclaw and Vashon transfer stations: . . .

. . . the division is looking to install cameras at the remaining transfer stations, in similar locations, at a later time.

The cameras will provide a record of activity at the sites and will be used to investigate suspicious activity, trespassing, vandalism, theft or other safety and security matters.

*If you believe there are bargainable issues that you'd like to address with county, please contact me by COB October 27, 2003. If I do not hear from you by 5 pm on the 27<sup>th</sup>, I will conclude that you do not have an issue to bargain or that you are waiving your bargaining rights, if such rights exist. . . .*

(emphasis added).

The Examiner concludes that the two-week period given the union to negotiate effects of the video cameras is inadequate to meet the employer duty to bargain in good faith.

- In a related case regarding installation of GPS satellite units in refuse trucks (also a change sought by this employer) the Examiner ruled that a "two-week-and-out" strategy was inappropriate per RCW 41.56.140. See *King County*, Decision 9204 (PECB, 2005). As with the instant case, the employer's notification to the bargaining unit was vague: "We are looking to install GPS units . . . this year." As here, the effects of GPS units in trucks were subject to events weeks in the future.

- A two-week period to respond or to bargain does not allow adequate time for a party to make a proposal, let alone request mediation, as would be its right under RCW 41.56.100.
- The employer authorized the installation of additional cameras in August 2003, which were scheduled to be installed in the first quarter of 2004. Yet in October 2003, the employer gave the union only 18 days to bargain the effects of installation of the cameras at new locations.
- George Raffle's statement in May 2003 that he wanted to discuss the video cameras at a later date was sufficient to keep the issue open. He did not waive the union's right to bargain.

The union was placed in a tough position by Railton's October strategy. PERC has long held that "deadline" bargaining is usually bad faith bargaining, unless there are legislatively imposed guidelines for negotiation. *Shelton School District*, Decision 579-B (EDUC, 1984); *Federal Way School District*, Decision 232-A (EDUC, 1977). A fuller explanation from *Shelton* is instructive: "With respect to time limits and deadlines, in most cases, neither party can impose on the other the obligation of agreeing to a particular item by a certain date, although in a mature bargaining relationship, which this relationship was not in 1976, the parties may be expected to respect one another's convenience courteously." This strategy is particularly worrisome when the employer requests mid-term negotiation and is impatient to make a change. *City of Seattle*, Decision 1667-A (PECB, 1984).

The employer violated RCW 41.56.140(4) when it refused to bargain in good faith regarding the effects of the video cameras. The employer, in fact, was using tapes from the cameras for disciplinary purposes. In bargaining the effects, the union could make proposals regarding access to the tapes, its right to review them,

and its ability to use them in processing grievances of bargaining unit employees.

Issue 3: Duty to Bargain Installation of Additional Cameras for Surveillance and Discipline of Employees

By October 2003, the employer had notified the union that it was going to install new cameras at the Cedar Hills landfill, and the Enumclaw and Vashon transfer stations. The notice indicated that installation would be during the "first quarter" of 2004. The cameras were actually installed after April 1, 2004.

Certain exhibits revealed video fields of view towards all "red line" danger areas where the public could expect to be in danger. These same exhibits show that the additional cameras were to be mounted in such a way that workers in the scale house and other TSO employees could be routinely observed during their work shifts. Cameras were to be aimed at the employee parking lot at the Cedar Hills landfill. This confirms that the employer could use these cameras for surveillance of employees.

On July 26, 2004, a formal demand to bargain was made about the installation of additional new video cameras at Cedar Hills, Enumclaw, and Vashon. This demand came from the new union business representative, Dave Allison. Railton responded to the union demand on July 30, saying that the employer had met its bargaining obligation on this issue and that the union had waived its right to negotiate further. He offered an opportunity to "meet and confer" on the issue. An offer to "meet and confer" does not comprise an offer to bargain the effects of the video cameras. Railton's offer did not cut off the union privilege to demand bargaining.

The decision to install new cameras differs from the 2003 decisions because the employer originally intended the cameras for insurance-safety purposes. By 2004, it was clear that the cameras were to be used for disciplinary purposes as well. Hence working conditions were impacted. An example is the May 2003 discussion about discipline for employees caught arriving late on camera. Although assured in 2003 that the cameras were not to be used for surveillance, credible witnesses observed that the newest cameras installed in 2004 were "live-feed" systems where employees could be observed while working in live-time by a monitoring station run by the Solid Waste Department managers.

A review of the exhibits shows that the cameras to be installed at the Cedar Hills landfill are to be aimed at lanes A, B, C and D of the entry but also at the employee's parking lot, where presumably no members of the public would be permitted. These cameras could be used for "investigations" of employee conduct.

The Examiner finds that the employer must bargain the decision and the effects of the installation of additional cameras.

#### Issue 4: Duty to Provide Information for 2004 Installations

The union made an effort to acquire documents related to the Request for Proposal and the awarded contracts to install the cameras. On November 18, 2004, Railton sent an e-mail to union attorney Dmitiri Iglitzin saying that any meetings with Allison on the video cameras issue had to include Iglitzin but not a "cast of thousands . . . ." Railton again said the employer would move ahead and install the new cameras.

Iglitzin's response on November 19 was to ask four specific questions about the new cameras. He asked where video cameras would

be located, how many cameras would be added, when they would be installed, and what the cameras would view. He also requested a copy of the installers' bid documents and related correspondence. Railton responded about the cameras at the Cedar Hills landfill, Vashon, and Enumclaw. He was specific in his responses, saying that there would be five cameras at Vashon including one pit view, one compactor view, and one trailer view. He also detailed new information for cameras planned for Bow Lake, Algona, Factoria, and other sites not mentioned in the union's July 24 demand to bargain letter.

The union actually escalated its request for information on December 9. The union reviewed the June 10, 2004, invitation to bid and then asked for "all post-June 10, 2004 documents directly related to this Invitation . . . ." (emphasis added). On December 13 the union followed up with a demand for all documents "prior to June 10, 2004 . . ." that related to the Cedar Hills, Enumclaw, and Vashon sites. The employer entered a voluminous document the first day of hearing detailing the e-mail traffic between the employer and the union attorney. The series of e-mails between Railton and Iglitzin show that the employer was providing information sought by the union. See *City of Bellevue*, Decision 3085-A (PECB, 1989), *aff'd*, Wn.2d 373 (1992), and *Port of Walla Walla*, Decision 9061-A (PECB, 2006).

The Examiner concludes that the employer's distribution of these documents has been sufficient enough to comply with the union's requests for information necessary for bargaining.

#### REMEDY

The employer will offer the union, Teamsters Union Local 174, an adequate time and place to negotiate the impacts of the video

cameras at all of the King County transfer locations, particularly addressing the issues of employee privacy and use of the cameras in discipline-related matters.

FINDINGS OF FACT

1. King County is a "public employer" within the meaning of RCW 41.56.030(1).
2. Teamsters Union Local 174 is an exclusive bargaining representative within the meaning of RCW 41.56.030(3).
3. King County operates a solid waste collection and disposal system. The system includes the Cedar Hills landfill and the Enumclaw and Vashon transfer stations.
4. In 1994, the employer installed fixed-position video cameras at eight of the transfer stations. More cameras were installed in 2003. All the cameras were positioned for safety and security reasons. The cameras were aimed to view a particular areas, but not with an end of watching any particular behavior of the employees.
5. During contract negotiations in May 2003, the employer and the union discussed the use of video cameras capturing and recording misconduct by employees at the work site.
6. On October 9, 2003, the employer sent an e-mail to union leaders stating that the employer was "looking to install" additional video cameras in the first quarter of 2004 at sites at Cedar Hills, Enumclaw, and Vashon. The employer gave the union until October 27 to request bargaining on the new cameras or the effects of the installations.

7. The new cameras for Cedar Hills, Enumclaw, and Vashon were installed on or after April 1, 2004.
8. On July 26, 2004, union business representative Dave Allison wrote a formal demand to bargain about the installation of new cameras at Cedar Hills, Enumclaw and Vashon.
9. On July 30, 2004, the employer responded that the union had waived its bargaining rights in October 2003. The employer declined to discuss the issues further.
10. Union attorney Dmitiri Iglitzin requested specific information from the employer about the cameras and the bid documents on November 19, 2004. On December 9 and again on December 13, 2004, the union asked for certain documents related to the bid and cameras.
11. Between November 19, 2004, and January 2005, the employer supplied the union with all the information it requested.

#### CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and 391-45 WAC.
2. By its decision to install video cameras at certain refuse transfer stations and landfills in 2003, to improve safety for members of the public and security for its own operations, the employer did not violate RCW 41.56.140(4).
3. By its use of video from the cameras as evidence in employee discipline matters, the employer impacted employee working conditions. In its subsequent communication with the union on



July 30, 2004, claiming that the union had waived its bargaining rights with regard to the surveillance-video camera issue decision and impacts involving the cameras installed after April 1, 2004, the employer failed to bargain in good faith. Thus, the employer violated RCW 41.56.140(4) and (1).

4. The employer supplied the union with the information that the union requested regarding the post April 2004 installation of video cameras.

ORDER

KING COUNTY, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:
  - a. Using video from cameras installed at landfills or transfer stations in disciplinary actions against TSO's or drivers who are members of the bargaining unit.
  - b. Refusing to bargain with Teamsters Local 174 about the decision to install video cameras used in the solid waste utility when the video can and will be used in disciplinary matters of employees.
  - c. Refusing to bargain with Teamsters Local 174 about the impacts of the decision to install video cameras used in the solid waste utility when the video can and will be used in disciplinary matters of employees.
  - d. Acting in any other manner which interferes with, restrains or coerces its employees in the exercise of

their collective bargaining rights under by the laws of the state of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

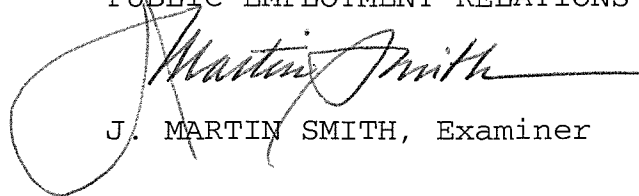
- a. Give notice to and, upon request, negotiate in good faith with Teamsters Union Local 174, as to the decision to install a video camera surveillance system at landfills and transfer stations in the King County solid waste system. Give notice to and, upon request, negotiate in good faith with Teamsters Union Local 174, as to the decision to install a video camera surveillance system at landfills and transfer stations in the King County solid waste system.
- b. Give notice to and, upon request, negotiate in good faith with Teamsters Union Local 174, as to the effects of installing a video camera surveillance system at landfills and transfer stations in the King County solid waste system.
- c. Post copies of the notice attached to this order in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.
- d. Read the notice attached to this order into the record at a regular public meeting of the City Council of King

County. Permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

- e. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this order.
  
- f. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this order.

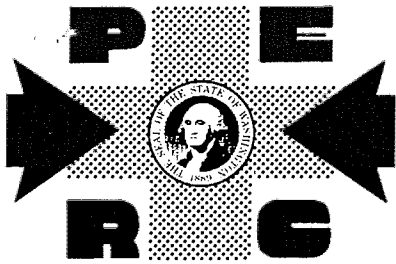
ISSUED at Olympia, Washington, this 22<sup>nd</sup> day of November, 2006.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



J. MARTIN SMITH, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

# **NOTICE**

**THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO EMPLOYEES:**

WE UNLAWFULLY failed to bargain in good faith with Teamsters Local 174 when we refused to bargain the impacts of our decision to install security cameras, when they can and will be used in disciplinary matters.

**TO REMEDY OUR UNFAIR LABOR PRACTICES:**

WE WILL give notice to and, upon request, negotiate in good faith with Teamsters Union Local 174, concerning the decision and effects of the decision to install video cameras at landfills and transfer stations, particularly the landfill at Cedar Hills and the transfer stations at Enumclaw and Vashon, when the video can and will be used in disciplinary matters involving TSOs and Drivers in the bargaining unit.

WE WILL NOT use any video tape from the surveillance cameras in the solid waste system for discipline of employees until we have completed our bargaining obligations.

WE WILL NOT, in any manner, interfere with, restrain, or coerce our employees in the exercise of their bargaining rights under the laws of the State of Washington.

DATED: \_\_\_\_\_

KING COUNTY

\_\_\_\_\_  
By: Authorized Representative

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.**

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 112 NE Henry Street, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360)570-7300.