

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)
INTERNATIONAL ASSOCIATION OF)
FIREFIGHTERS, LOCAL 3173) CASE 7639-E-88-1307
Involving certain employees of:)
PORT OF PASCO) DECISION 3398 - PECB
DIRECTION OF
CROSS-CHECK
_____)

Critchlow, Williams & Schuster, by Alex Skalbania and Robert Merriman, Attorneys at Law, appeared on behalf of the petitioner.

McKinley, Hultgrenn & Vanderschoor, by Edward H. McKinley, Attorney at Law, appeared on behalf of the employer.

On October 26, 1988, International Association of Fire Fighters, Local 3173, filed a petition with the Public Employment Relations Commission seeking certification as exclusive bargaining representative of certain employees of the Port of Pasco, working at the Tri-Cities Airport. Specifically, the petition sought a bargaining unit described as: "All personnel serving as fire fighting personnel for the Tri-Cities Airport . . ."

Responding on November 10, 1988 to a routine inquiry directed to it by the Commission, the employer disputed the characterization of any of its employees as "fire fighters". On November 30, 1988, counsel for the employer filed a formal document captioned: "Objection to Petition", disputing characterization of the petitioned-for employees as "firefighters" and setting forth allegations as to the facts. That document concludes: "The Port as Employer therefore objects to the presentation of the Petition for collective bargaining in its present form, and objects to any

certification by the Commission of the petitioning employees other than their correct classification."

An administrative determination was made, using the list of employees provided by the employer, that the petition was supported by a substantial majority of the employees involved. A pre-hearing conference was held on April 17, 1989, at Richland, Washington. While some issues were stipulated, others remained unresolved. A hearing was held before Hearing Officer J. Martin Smith on May 23 and 24, 1989, at Richland, Washington. Briefs were filed by both parties to complete the record in this case.

The processing of the instant representation case has been delayed from time to time pursuant to WAC 391-25-370, in connection with certain unfair labor practice cases filed with the Commission. On November 16, 1989, International Association of Fire Fighters, Local 3173, filed a complaint charging unfair labor practices with the Commission, alleging that Roderick Lingle had been discharged from employment within the petitioned-for bargaining unit, in reprisal for his support of the union's organizing effort.¹ Similar unfair labor practice charges were filed by Lingle, as an individual, on December 8, 1988.² A letter filed by the union on December 7, 1988 asked that the filing of the unfair labor practice charge not delay the processing of the representation case, but fell short of the required waiver of the unfair labor practice conduct as a basis for objections in the representation case. On May 18, 1989, William Kozak filed a complaint charging unfair labor

¹ Case 7676-U-88-1615. A hearing was held on March 22 and 23, and May 1, 1989. In Port of Pasco, Decision 3307 (PECB, October 5, 1989), the Examiner found that an unfair labor practice was committed and ordered a remedy. The employer petitioned for review, and the matter remains pending before the Commission.

² Case 7713-U-88-1629. The proceedings in the case filed by Lingle have been consolidated with those in the case filed by the union.

practices with the Commission, alleging that he had been discriminated against in his employment by the Port of Pasco, in reprisal for his testimony given in the hearing on the unfair labor practice charges initiated concerning Lingle.³ On August 28, 1989, Art Glasow filed a complaint charging unfair labor practices with the Commission, alleging that he had been discriminated against in his employment by the Port of Pasco, in reprisal for his leadership in the union's organizing effort.⁴ The Executive Director reviewed the effect of WAC 391-25-370 in a letter directed to the parties on October 17, 1989. In a response filed on November 9, 1989, the union stated that it did not want the pending unfair labor practice charges to be treated as "blocking charges". The processing of the instant case was thereupon resumed.

BACKGROUND

The Port of Pasco is organized under Title 53 of the laws of the State of Washington. One of the principal activities of the Port of Pasco is the operation of the Tri-Cities Airport, located at Pasco, Washington. The airport is administered by Airport Manager James Morasch. The assistant manager is Ron Foraker. The Port of Pasco has no "personnel" or "labor relations" officer, but retains the services of Labor Relations Consultant Roy Wesley, of ELMS Inc., for advice and consultation in the area of collective bargaining and labor relations.

³ Case 7965-U--89-1726. A preliminary ruling made pursuant to WAC 391-45-110 concluded that the complaint stated a cause of action. The matter has been assigned to an Examiner for further proceedings.

⁴ Case 8152-U--89-1766. A preliminary ruling made pursuant to WAC 391-45-110 concluded that the complaint stated a cause of action. This matter has also been assigned to an Examiner for further proceedings.

Although the "Tri-Cities" area of south-central Washington is also served by smaller airports located at Kennewick and Richland, commercial passenger carriers Delta, United Express and Horizon Airlines (Alaska Airlines) operate out of the recently modernized facility at Pasco. The Tri-Cities Airport sits adjacent to the Columbia Basin Community College, and is within the city limits of Pasco, a city of some 26,000 population. The airport facility consists of 2235 acres, and features several taxi-ways, three runways, a passenger terminal, a control tower, a fire station, air freight buildings and an industrial park. Some 50 buildings at the airport site are rented out to approximately 35 different tenants, including Bergstrom Aviation and Federal Express. Funding sources for the airport include landing fees paid by the commercial airlines and capital-improvement grants from the federal government.

Since 1970, the Federal Aviation Administration (FAA) has had authority to establish minimum safety standards for, and to issue operating certificates to, airports serving certain air carriers. If an airport is serviced by carriers using aircraft designed for 30 or more passengers, it is subject to the Federal Aviation Regulations (FAR). The Tri-Cities Airport is such an airport.

In 1976, the Fire Chief John Hager of the City of Pasco Fire Department issued a memorandum designated as "S.O.P. 8-2", establishing coordination between the City of Pasco and the Pasco Municipal Airport⁵ in the event of an aircraft accident at or near the airport. In part, that memo called upon airport officials to be responsible for "notifying Pasco Police Department in event of air crash". The police department was, in turn, to call the Pasco Fire Department. The further procedures to be followed were as follows:

⁵ The name of the airport facility has subsequently been changed to "Tri-Cities Airport".

- A) Duty crew will respond to new airport fire station. This will be command post.
- B) Men and equipment will stand by at this location for further directions.
- C) Personnel scheduled to report to the Pasco Fire Station will man needed ambulance(s).
- D) If aircraft is downed outside the confines of the Pasco Municipal Airport, firefighting equipment and needed ambulances will go directly to the crash scene if terrain permits. If our equipment is unable to travel to the aircraft because of the terrain, the aircraft crash truck will be notified.

The Pasco Fire Department then provided, and still provides, the first response to structure fire alarms and other non-aircraft emergencies at the airport facility.

On November 18, 1987, the federal government, through the Department of Transportation and the FAA, issued new rules for certain airports, entitled: "Airport Certification; Revision and Reorganization; Final Rule", 14 CFR Part 139. Generally, Part 139 requires subject airports to comply with strict standards regarding paved areas, unpaved areas, safety areas, marking and lighting of runways, snow and ice control, handling and storing of hazardous materials, plans for power failures, and aircraft rescue and firefighting (ARFF).⁶ It is the latter sections, 14 CFR 139.315 - .320, which are of concern here.

The ARFF rules index requirements to the size of aircraft being operated. The rules then define equipment standards for FAA-

⁶ These safety regulations are extremely detailed. An example not directly involved here: 14 CFR 139.305(a) (2) sets a limit on pavement "holes" of 3 inches in depth and a 5 inch diameter circle.

approved airports at the various index levels, including the numbers and capacities of firefighting vehicles which must be available, and the types of fire suppression material or retardant agent to be used on aircraft fires. Capacity for voice radio communications with the airport control tower, vehicle marking and lighting, and vehicle readiness requirements are specified.⁷ A minimum response time of three minutes is called for. 14 CFR 139.319(j) then provides:

Personnel. Each certificate holder shall ensure the following:

(1) All rescue and firefighting personnel are equipped in a manner acceptable to the Administrator with protective clothing and equipment needed to perform their duties.

(2) All rescue and firefighting personnel are properly trained to perform their duties in a manner acceptable to the Administrator. The training curriculum shall include initial and recurrent instruction in at least the following areas:

(i) Airport familiarization.

(ii) Aircraft familiarization.

(iii) Rescue and firefighting personnel safety.

(iv) Emergency communications systems on the airport, including fire alarms.

(v) Use of the fire hoses, nozzles, turrets, and other appliances required for compliance with this part.

(vi) Application of the types of extinguishing agents required for compliance with this part.

(vii) Emergency aircraft evacuation assistance.

(viii) Firefighting operations. . . .

(3) All rescue and firefighting personnel participate in at least one live-fire drill every 12 months.

(4) At least one of the required personnel on duty during air carrier operations has been trained and is current in basic emergency

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If firefighting vehicles are going to be out of operation for 48 hours or more, the airport is obligated to suspend landing and take-off operations. 14 CFR 139.319(h)(3)

medical care. This training shall include 40 hours covering at least the following areas:

- (i) Bleeding.
 - (ii) Cardiopulmonary resuscitation.
 - (iii) Shock.
 - (iv) Primary patient survey.
 - (v) Injuries to the skull, spine, chest and extremities.
 - (vi) Internal injuries.
 - (vii) Moving patients.
 - (viii) Burns.
 - (ix) Triage.
- (5) Sufficient rescue and firefighting personnel are available during all air carrier operations to operate the vehicles, meet the response times, and meet the minimum agent discharge rates required by this part;
- (6) Procedures and equipment are established and maintained for alerting rescue and firefighting personnel by siren, alarm or other means acceptable to the Administrator, to any existing or impending emergency requiring their assistance.

(emphasis supplied)

Such "rescue and firefighting personnel" are required to be available with the required equipment 15 minutes prior to arrivals or take-offs of subject aircraft, and for 15 minutes thereafter.

On February 11, 1988, Assistant Manager Ron Foraker appointed Dan Birkhimer to instruct the maintenance personnel in basic "First Responder" duties.⁸ The letter of appointment stated:

New FAA Part 139 regulations will require the Port of Pasco to train and certify that our

⁸ Birkhimer is a captain and training officer in the Kennewick Fire Department. The parties stipulated to the admission of a deposition given by Birkhimer as an exhibit in this proceeding. Birkhimer therein indicated that he worked at the Pasco airport as a maintenance man for a time following four years of active duty as a crash firefighter in the U.S. Air Force. During that 1977-79 period, the airport operated one small crash truck plus one water and foam "tender" vehicle.

aircraft rescue firemen meet the minimum standards of the 'First Responder'.

We understand that you are a qualified instructor and that the service fee to conduct the 44 hour course is \$500.00. Please accept this letter as approval to begin classes February 16, 1988 . . .

(emphasis supplied)

That training was apparently limited to "familiarization with the equipment". Birkhimer deposed that "First Responder" training was intended to be "basic life support" services to be provided prior to the arrival of "advanced life support" personnel and equipment. The instruction was given in April of 1988, with about three of the 44 hours devoted to CPR and a few hours blocked out for extrication. It was indicated to Birkhimer that successful completion of the 44-hour course was mandatory for those individuals directed to take the instruction.⁹

The November 1, 1988 table of organization for the airport lists one office-clerical employees, a maintenance supervisor (Eldon Ostergaard), a chief of police (Dee G. Carson), four "maintenance crew" employees (Don Cooper, Ken Dagel, Rod Lingle, and Robert Puchert), three "guards" (Art Glasow, Randy Thomason and William Voss), and three custodians (David Bickle, Joseph Speeler and Clinton Stevens). This dispute concerns the latter ten employees. The employer refers to them as "maintenance", "custodian" or "watchman" employees, while the union views at least some of them as "fire fighting personnel" who also perform other duties at the

⁹ Birkhimer related that the seven "trainees" were wary of their general lack of training -- despite the 44-hour course -- to respond in emergencies, especially if the City of Pasco's "advanced life support" response was delayed in arriving at the airport. The trainees were worried that there was only one person on duty at any time to man the crash truck, and that back-up was lacking.

airport. It is clear that the disputed employees perform a variety of duties in addition to acting as "First Responder" under the FAR requirements.

Employer officials Morasch and Foraker testified that the eight employees sought by the union were hired only to do maintenance, security and custodial work. Morasch testified that they were interviewed for their backgrounds in guard, custodian and maintenance work, just as the job descriptions indicate. Foraker said that up to 95% of their work is on guard, custodian and maintenance duties, with as little as 5% of their time taken up in "fire fighting" duties. The latter includes 3-hour training sessions and one-hour per shift "stand-by" time at the fire station while planes landed and took off.

Other testimony indicates that the routine at Tri-Cities Airport calls for the employees who have had training as "rescue and fire fighting" personnel to be "on call" for crash-fire-rescue work at all times while on duty. They carry portable two-way radios to maintain contact with the FAA control tower while engaged in any other work around the airport property. Fifteen minutes prior to scheduled commercial flights covered by the federal ARFF rules, they must report to the airport fire station. Their state of readiness is thus elevated from "on call" to that of "stand by". If an emergency occurs, they are to don protective "proximity suits" and move the three fire vehicles to the scene, where they are to extinguish any fire and make whatever rescue attempts are possible until fire suppression and paramedic help responds from the City of Pasco Fire Department.

Among the disputed employees, Dave Bickel appears to spend the greatest amount of time, and the greatest proportion of his work shift, on "rescue and fire fighting" duties. He works the day shift, five days per week. He reports at the airport fire station, and he inspects the fire trucks each morning for water, gas, foam

tank, water tank, tires, batteries, and auxiliary tools. Bickel is primarily responsible for the daily emergency equipment report, made on all three vehicles each day. His inspections are recorded on forms promulgated by the employer with the heading: "Tri-Cities Airport Fire Department". Those reports also indicate use of the fire trucks for incidents such as: "FAA Respond Test", "trucks used for waste spill", and "Call out 17:30". These duties take two hours per shift, by his estimation. Other work time is devoted to training for "rescue and firefighter" work. He spends the balance of his work time (about 50%) on "custodian" duties, including care of the airport fire station building. When Bickel is not on duty, Ken Dagel, Don Cooper and Rob Puckett carry out these same duties in the fire station area.

Don Cooper's daily duties include painting and carpentry, as well as some work as a "watchman". He performs these tasks at the air traffic control tower, the terminal building and at the east-field buildings. Cooper receives instructions from the control tower, by two-way radio, to clean and remove debris from the runways, as well as to mow grass strips and replace light fixtures and sprinkler systems. Cooper performs oil changes and other maintenance on the fire trucks. According to Cooper, airport maintenance duties occupy 80% of his work time.

Rod Lingle was a "maintenance-crash-fire-rescue" employee until he was laid off on November 7, 1988. Lingle had taken the 44-hour fire rescue course and the Washington State "First Responder" course. He had performed the same duties as Cooper.

Art Glasow began his shift by reporting at the airport fire station, and then patrolled the parking lot and the toll-plaza areas. His work shift began at 4:00 p.m. and ended at 1:00 a.m. the next morning. During his shifts, Glasow was required to "stand by" at the fire station 15 minutes prior to and 15 minutes after two commercial flights operated with Boeing 737 aircraft. During

those two half-hour periods when he was physically present at the fire station, Glasow would perform any custodial duties which needed attention. Glasow also spent a portion of his remaining shift hours at the airport fire station. Glasow attended crash-fire-rescue schools on three occasions. He is the president of Local 3173.

Randy Thomason and William Voss work on "graveyard" and weekend shifts, performing duties similar to those of Glasow.

Two other "custodians", Joe Speeler and Clint Stevens, have not been required to take training for rescue and fire fighting work, and do not stand by for or respond to aircraft emergencies.

POSITIONS OF THE PARTIES

The union asserts that it has petitioned to represent an appropriate bargaining unit, and it asks that an election or cross-check be conducted to establish its status as exclusive bargaining representative. Contending that their watchman, custodian and maintenance duties are incidental to their fire-suppression roles, and consume no more duty hours than that of the typical firefighter, the union urges that it should be certified for a unit of "uniformed" firefighter personnel as recognized in RCW 41.56-.030(7). In that regard, the union argues that the petitioned-for employees could be deemed qualified for coverage under the Law Enforcement Officers and Fire Fighters (LEOFF) retirement system, Chapter 41.26 RCW, based on the rescue and fire fighting duties that they perform at the Tri-Cities Airport.

The employer's post-hearing brief opens with a statement that "the employer does not contest the right of these employees to organize as a bargaining unit". The employer goes on to allege that:

The petitioning employees have placed themselves in a procedural posture where they not only insist on recognition as a bargaining unit, they further insist that they must be recognized as full time fire fighters, regardless of their previous designation, and, more importantly, regardless of how they spend the majority of their time.

The employer denies that it has a fire department, because fire suppression at the airport is under the jurisdiction of the City of Pasco Fire Department. It contends that the petitioned-for employees were hired as custodians, maintenance workers and watchmen, and that the only reason they are required to perform any rescue and fire fighting duties is that federal regulations call for personnel to be available as "first responders" in the event of an aircraft crash at the airport. The employer contends that the employees continue to spend the vast majority of their time on duties befitting the titles it has assigned to them. The employer strenuously opposes any characterization of the petitioned-for employees as "fire fighters", anticipating that this would lead to claims for coverage under the LEOFF retirement system and/or the "interest arbitration" provisions of RCW 41.56.430, et seq. The employer contends that any bargaining unit should be described as, and should include, all of the employer's watchmen, custodians and maintenance employees.

DISCUSSION

The Appropriate Bargaining Unit

The Port of Pasco has made a business decision to operate an airport that is served by large commercial aircraft. In doing so, it obliged itself under federal law to maintain or provide "rescue and fire fighting" equipment and personnel at the Tri-Cities Airport. The Port of Pasco could perhaps have contracted with a

private firm, with the City of Pasco or with some other governmental entity to provide the equipment and/or personnel required for compliance with the 14 CFR Part 139 ARFF rules, but it did not choose to do so. Instead, it has assigned "rescue and fire fighting" duties to certain of its own personnel, and apparently holds them out to federal authorities as meeting the obligations imposed by federal law. The Port of Pasco has promulgated, or at least continued the use of, forms using the designation: "Tri-Cities Airport Fire Department". Given these circumstances, the employer will not be heard to say that the petitioned-for employees are not "rescue and fire fighting" personnel.

The employees who are assigned to take "rescue and fire fighting" training and to make "rescue and fire fighting" responses have sought to organize for the purposes of collective bargaining. The organizational effort has not encompassed two other employees who work under the title of "custodian", but do not engage in "rescue and fire fighting" training or responses. Consistent with its contention that the petitioned-for employees are merely "custodians", "maintenance workers" and "watchmen", the employer contends that the two additional employees should be included in the bargaining unit, bringing the total to 10 employees. Consistent with its contention that the petitioned-for employees are "uniformed personnel", the union argues that the unit should be limited to the eight employees it has sought.¹⁰

The Commission determines appropriate bargaining units under RCW 41.56.060:

¹⁰ Commission precedents such as King County Fire District 39, Decision 2638 (PECB, 1987); City of Yakima, Decision 837 (PECB, 1980) and Thurston County Fire District 9, Decision 461 (PECB, 1978) support the proposition that "uniformed personnel" within the meaning of RCW 41.56-.030(7) are not to be mixed in the same bargaining units with employees who are not within that definition.

In determining, modifying or combining the bargaining unit, the Commission shall consider the duties, skills, and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees. . .

In this case, the "community of interest" which binds the petitioned-for employees together is their "rescue and fire fighting" duties, skills and working conditions. The bargaining unit can be adequately described in those terms. The two other "custodian" employees do not share those duties, skills or working conditions, and need not be included in the bargaining unit.

The objects of the representation case procedure are: (1) To determine a grouping of employees (bargaining unit) that will be appropriate for a long-term collective bargaining relationship; and (2) to determine which labor organization, if any, has the support of a majority of the employees in such a bargaining unit. Given the resolution of the issue concerning the two remaining "custodian" employees on the basis of the statutory unit determination criteria, the only task remaining in this case would be to conduct an election or cross-check to determine the question concerning representation. The employer acknowledges that the petitioned-for employees have a right to organize for the purposes of collective bargaining, without regard to whether they are "uniformed personnel". But here, the dispute centers around the characterization of the employees in the bargaining unit. In effect, the parties have devoted most of their energy in this case to an issue that need not be decided here. The Public Employment Relations Commission does not determine eligibility of employees for coverage under the LEOFF retirement system. A determination as to whether the petitioned-for employees are "uniformed personnel" is not a condition precedent to determining the question concerning representation. Rather, that question will arise only if a union is

certified as exclusive bargaining representative and one of the parties seeks to invoke the "interest arbitration" provisions following an impasse in collective bargaining. Thus, further discussion of that issue is not warranted at this time.

Determining the Question Concerning Representation

Employees of the Port of Pasco have only recently sought representation by labor organizations.¹¹ Several unfair labor practice cases are currently pending. Substantial time has passed in this case, due to application of the "blocking charge" procedure, as noted above, and due to the multiple day hearing and the extensive arguments of both parties on the "characterization" issue that they would have decided in this case. The union took the unusual step of having the authorization cards signed by all eight members of the bargaining unit introduced into evidence as exhibits at the hearing in this case. Thus, they are a matter of public record, and there is no particular need for use of a "secret ballot" procedure. With 100% of the employees having expressed a desire to be represented by Local 3173, it would be appropriate to determine the question concerning representation by the cross-check methodology provided for in RCW 41.56.060 and WAC 391-25-391 and -410. See, City of Redmond, Decision 1367, 1367-A (PECB, 1982).

FINDINGS OF FACT

1. The Port of Pasco is a port district organized and operated pursuant to Title 53 RCW, and is a "public employer" within the meaning of RCW 41.56.030(1).

¹¹ Notice is taken of the docket records of the Commission, which indicate that the Port of Pasco has been involved in only nine cases before the Commission. The earliest of those is a representation case filed in May of 1988 involving the employer's police officers.

2. Among other operations, the Port of Pasco operates the Tri-Cities Airport. James Morasch serves as manager of that facility, and Ron Foraker is the assistant manager. The operation of the airport is subject to federal regulations in 14 CFR Part 139, including a requirement that "rescue and fire fighting" equipment and personnel be provided in connection with certain commercial flight operations. To that end, the Port of Pasco maintains a fire station and three fire trucks at the Tri-Cities Airport. The Port of Pasco documents the readiness and operation of those fire trucks on forms which are entitled "Tri-Cities Airport Fire Department".
3. Although the employer has maintained some fire-crash-rescue capability at the airport since at least 1976, the obligations imposed upon it by federal law were substantially increased by amendments to 14 CFR Part 139 adopted in 1987.
4. As a condition of their continued employment, eight non-supervisory employees of the Port of Pasco were required to complete training as "rescue and fire fighting" during February and March of 1988. While on duty at the airport, those employees carry two-way radios to maintain communications with the airport control tower and are "on call" for crashes and other aircraft emergencies. Such employees report to the airport fire station and elevate their status to "stand by" during the 15 minutes prior to and 15 minutes after certain commercial aircraft operations occurring during their duty shift. Said employees actually don protective clothing and operate the fire trucks when directed to do so. Such training and duties are for the apparent purpose of complying with the employer's obligations under federal "rescue and fire fighting" rules applicable to the airport.
5. When not engaged in training or duties related to their role as "rescue and fire fighting" personnel, the eight employees

referred to in the preceding paragraph perform watchman, custodian and/or maintenance duties on the airport premises.

6. In addition to the eight employees referred to in paragraphs 4 and 5 of these findings of fact, the employer has two other non-supervisory employees who perform "custodian" duties, but have not been trained as "rescue and fire fighting" personnel and do not participate in "on call", "stand by" or actual responses to aircraft emergencies.
7. On October 26, 1988, International Association of Fire Fighters, Local 3173, filed a petition with Public Employment Relations Commission, seeking certification as exclusive bargaining representative of the employees referred to in paragraphs 4 and 5 of these findings of fact. That petition was supported by 100% of the petitioned-for employees.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW.
2. A bargaining unit of all full-time and regular part-time non-supervisory rescue and fire fighting personnel employed by the Port of Pasco at the Tri-Cities Airport, excluding elected officials, officials appointed for a fixed term, managerial, professional and administrative personnel, supervisors, confidential employees, and all other employees of the employer, is appropriate for purposes of collective bargaining under RCW 41.56.060 and RCW 52.18.060(3), and a question concerning representation presently exists in that unit.

3. The question concerning representation in this case can appropriately be determined by a cross-check conducted pursuant to RCW 41.56.060 and WAC 391-25-431.

DIRECTION OF CROSS-CHECK

A cross-check of records shall be made under the direction of the Public Employment Relations Commission in the bargaining unit described in paragraph 2 of the foregoing conclusions of law, to determine whether a majority of the public employees in that bargaining unit have authorized International Association of Fire Fighters, Local 3173, to represent them for the purposes of collective bargaining.

DATED at Olympia, Washington, this 23rd day of January, 1990.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

This Order may be appealed by filing timely objections with the Commission pursuant to WAC 391-25-590.