STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2819, Complainant,	)	CASE NO. 6830-U-87-1376
vs.	)	DECISION 3105 - PECB
KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7. Respondent.	)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Griffin, Imperiale, Bobman & Verhey, P.S., by James Imperiale, Attorney at Law, appeared for the complainant.

Richard A. Gross, Attorney at Law, appeared for the respondent.

On April 7, 1987, International Association of Fire Fighters, Local 2819, AFL-CIO, filed a complaint with the Public Employment Relations Commission wherein it alleged that Kitsap County Fire Protection District No. 7 had committed unfair labor practices within the meaning of RCW 41.56.140(1). Rex L. Lacy was designated to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order. Pursuant to notice issued by the Examiner on March 1, 1988, hearing on the complaint was held at Port Orchard, Washington, on April 14 and 15, 1988, and on May 9, 1988. The parties filed post-hearing briefs.

BACKGROUND:

Kitsap County Fire Protection District No. 7 is headquartered at Port Orchard, Washington. The district employs approximately 25 full-time employees, including its chief, two assistant chiefs, a captain, five lieutenants, six fire fighters, seven paramedics, an administrative assistant, and two office-clerical employees. The district is governed by an elected Board of Commissioners. Clarence V. "Bill" Meigs is the chief, Gary Larson and Edward Boucher are assistant chiefs, and Victoria Battermann is the administrative assistant.

International Association of Fire Fighters, Local 2819, is the exclusive bargaining representative of all full-time employees of the employer other than the chief, the assistant chiefs, the administrative assistant, and the clerical employees. The union represents employees in the classifications of captain, lieutenant, paramedic, and fire fighter. During 1987, Gary Nugent was president of the local.

James McPherson, the subject of this unfair labor practices charge, commenced his fire service career in the state of California in 1972. He was hired by Kitsap County Fire Protection District No. 15 in 1983. Fire District No. 15 and Fire District No. 7 merged in October of 1986, and McPherson, along with other District No. 15 personnel, became employees of District No. 7 at that time. McPherson served as vice-president and chief negotiator for Local 2819 during the 1987 collective bargaining negotiations with the employer. In 1988, he was elected president of the Local 2819.

In addition to the headquarters station, the district has two sub-stations which are manned by a lieutenant and one or two fire fighters, depending on the shift.

In October, 1986, the parties commenced negotiations for a successor contract to replace an agreement expiring on December 31, 1986. The union's bargaining team consisted of McPherson, who served as the union's chief spokesperson, Gary Nugent who served as "scribe", and Gary Faucett, president of Local 2819, who served as technical advisor. The employer's negotiations team consisted of Meigs, who served as the employer's chief spokesperson, and Battermann, who served as "scribe" but also contributed to the discussions.

In late November, 1986, the parties reached tentative agreement on a two-year collective bargaining agreement to be effective from January 1, 1987, through December 31, 1988. A meeting to sign the agreement was scheduled for January 9, 1987.

The union did not attend the meeting to sign the new contract, because Meigs had unilaterally cancelled Standard Operating Procedure (SOP) 1-11, authorizing shift trades for the employees covered by the collective bargaining agreement. Upon receiving notification of the cancellation of SOP 1-11, Local 2819 demanded to bargain about shift trades. Meigs refused to bargain the issue, stating that shift trades were not a mandatory subject for bargaining.

The parties later resolved their differences about the shift trades issue, and signed their 1987-1988 collective bargaining agreement on March 19, 1988.

In the meantime, on January 12, 1987, the employer commenced accepting applications from qualified employees for promotion to the rank of Lieutenant. Bargaining unit employees Gary Faucett, Michael Eslava, Tim Salters, and James McPherson applied for the promotional position.

Until 1987, the employer had traditionally used a written examination and oral interview process to test for new employees and for promotional positions. Under that process, candidates were scored on each part of the test, the final scores were ranked, and the highest scorer was promoted. For the promotional process conducted for "lieutenants" in 1987, the candidates were notified that the examination would consist of three parts: (1) an assessment lab exercise, (2) a psychological examination, and (3) a hiring authority interview. The union did not object to the change to the assessment lab test procedure.

The assessment lab procedure involves several dimensions: Oral communication skills, written communication skills, planning, organizing, decision making, problem solving, flexibility, adaptability, stress tolerance, interpersonal sensitivity, leadership, and management control.

The assessment lab test was conducted in this situation by Fire Resource Association, Inc., and it consisted of several exercises relative to the duties of the lieutenant position. The assessment team consisted of six persons from outside of Kitsap County. They graded the individuals on their performance. At the conclusion of the test, Tom Konno, president of Fire Resource Association, Inc., notified the employer that all four of the candidates had "passed" the test. Additionally, Konno gave Meigs all the data compiled by the assessment lab evaluators.

Shortly after the completion of the assessment lab exercise, the applicants underwent the psychological evaluation. The examiner notified Meigs that all four candidates had "passed" the psychological portion of the examination.

Thereafter, the candidates were interviewed by a team consisting of Assistant Chiefs Larson and Boucher, and Administrative Assistant Battermann. The interviewers were instructed by Meigs to rank the candidates in order of their performance on the interview. The interviewers each developed a list of questions to be asked. Their initial lists were very lengthy, so the interviewers decided that each interviewer would ask the same two questions of each candidate.[1] Some of the questions were role-playing exercises under which the interviewer would ask a question, the candidate would answer, and the interviewers would then react to the answer in a manner designed to trigger further responses from the candidate. The purpose of the questioning was to evaluate the candidate's ability to react in stressful situations.

The interview question which is pointed to as the "smoking gun" in this case was posed to each candidate by Battermann in the form of a role-playing scenario wherein the employer cancelled it's shift trade policy. Battermann testified that she raised the question on shift trades because she thought of it as a "current" issue in the district. The question was designed to elicit a response wherein the prospective lieutenant would inform shift personnel that shift trades were cancelled. The interviewers would then expand the situation, asking questions concerning situations where shift trades were already approved. Faucett, Salter, and Eslava responded in the manner expected by the interviewers; McPherson did not. Being mindful of the labor-management dispute concerning shift trades, and of his role in that situation, McPherson responded that he would take it upon himself to approve the previously approved trade.

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[1] McPherson was actually asked three questions. The extra question, posed by Boucher, asked McPherson's views on having a "shift cook". McPherson's answer satisfied Boucher's curiosity about the matter.

In response to a later interview question about why the candidate desired promotion, McPherson volunteered that he was a recovering alcoholic and was still involved in counseling and treatment for that problem.

At the conclusion of the interviews, Larson, Boucher and Battermann presented Meigs with the ranking of the candidates. At the insistence of Boucher, the district's medical officer, they recommended that McPherson be disqualified from consideration, citing his admission that he was a recovering alcoholic.

After he learned of his disqualification, McPherson asked Meigs to allow him to see the test scores. Meigs responded that the testing materials and scores had been discarded.

Faucett, Eslava, and Salters had been promoted to the rank of lieutenant by the time of the hearing in this matter, while McPherson had been denied promotion.

POSITIONS OF THE PARTIES

The union contends that James McPherson was denied promotion to the rank of lieutenant because of his union activities, in violation of RCW 41.56.140(1). It points to the fact that McPherson was asked more questions and different questions by the employer's interview team than were other applicants, and to the fact that one of the questions involved shift trades, a mandatory subject of bargaining that had recently been at issue between the employer and union. The union alleges that McPherson's union activities, rather than his alcohol problem, were the reasons for the employer's disqualification of McPherson on the lieutenant's examination.

The respondent contends that it did not discriminate against McPherson because of his union activities. Incredibly, it goes on at page 1 of its post-hearing brief to state:

> He was not promoted for two very specific reasons: because in answer to a role playing question posted (sic) to him by the hiring authority he intended to disobey a district directive in violation of the district's rules and regulations; and because one of the hiring authority interviewers believed, based on his experience, that as a recently recovering alcoholic, Mr. McPherson would not be able to handle the stress of command ....

It contends that the union lost standing to pursue this issue, by failing to file and process a contractual grievance.

DISCUSSION

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, sets forth certain obligations for public employers:

> RCW 41.56.030(4) DEFINITIONS
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> . . .
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> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

Those obligations are enforced through the unfair labor practice provisions of the Act, as follows:

> RCW 41.56.140 UNFAIR LABOR PRACTICES FOR PUBLIC EMPLOYER ENUMERATED. It shall be an unfair labor practice for a public employer:
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> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
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> . . .
>
> (4) To refuse to engage in collective bargaining.

The Public Employment Relations Commission is authorized by RCW 41.56.160 to determine "interference" and "discrimination" claims arising under the statute, so that the employer's arguments concerning standing and deferral to arbitration are without merit.

The Interference Issue

In this case, the employees work 24-hour shifts. Their ability to exchange all or part of a given shift with another bargaining unit employee was set forth in SOP 1-11.

Shift trades had recently been a subject of controversy between the parties. Although a tentative agreement was reached in collective bargaining negotiations leading to a 1987-88 agreement, the union had withheld signing that contract in protest of the employer's unilateral adoption of changed policies concerning tobacco use and residency issues.[2] The

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[2] The Public Employment Relations Commission has subsequently ruled, in Kitsap County Fire District No. 7, Decision 2872-A (PECB, 1988), that the employer's actions to unilaterally adopt tobacco use and residency policies were unlawful to the extent that those policies affected current employees.

union had requested bargaining on those matters, but the employer refused. During the same period, Meigs unilaterally cancelled SOP 1-11, and Local 2819 requested to bargain about SOP 1-11 as well. Meigs refused to bargain the issue of shift trades, because he contended that shift trades were not a mandatory subject of bargaining.

Under RCW 41.56.030(4), the public employer and the exclusive bargaining representative are required to negotiate in good faith concerning wages, hours and working conditions. Shift trades, which were and are an integral part of the employees' hours of work, are included within the statutory term "hours". Thus, shift trades were a mandatory subject of bargaining, so that the employer would likely have been found guilty of an unfair labor practice under RCW 41.56.140(4) had a complaint been filed on the cancellation of SOP 1-11.

The shift trades dispute was put to rest by means within the collective bargaining process other than unfair labor practice litigation. Article 24 of the parties' collective bargaining agreement guaranteed that all rights and privileges enjoyed by members of the bargaining unit remain in effect during the life of the agreement, and the situation was resolved by processing through the parties' labor-management committee. The result was that SOP 1-11 was reinstated to its original form.

The shift trade issue arose between the time that the parties reached tentative agreement for their 1987-1988 collective bargaining contract and the advertisement and testing for the lieutenant position. The relationship between the parties was already strained by other unfair labor practices. Battermann served on the employer's negotiation team, attended the labor-management meetings, and was the management official with the responsibility for approving shift trades, so it is clear that

she was very knowledgeable about the ramifications and the importance of the issue. When Battermann raised the question regarding shift trades in the interviews for promotion to a bargaining unit position, she placed McPherson and Nugent, the union officials who were involved in the shift trades issue, in a "Catch 22" situation. In their roles as union officials and members of the negotiations team for Local 2819, their position on the subject of shift trades was conceivably different from the answer the employer's interview team expected from employees of a para-military operation. McPherson answered the question in a manner consistent with his role as chief negotiator for the union. He indicated that he would take the responsibility for permitting previously approved shift trades, and would support any challenge to the change in shift trade policy by the union membership. From McPherson's response, Boucher testified that he believed that McPherson was more concerned about his union role than he was about his role as an officer. Additionally, the interviewers concluded that McPherson "was going to disobey a management directive" by the manner in which he responded to the question.

The National Labor Relations Board has held that the employer's motive is not a critical element in making determinations of employer interference with employees' statutory rights. The Board's well-settled test has been that:

> ... interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive or on whether the coercion succeeded or failed. The test is whether the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act.

American Freightways Co., 124 NLRB 146 (1959)

While discrimination violations normally turn "on whether the discriminatory conduct was motivated by an anti-union purpose", NLRB v. Great Dane Trailers, Inc., 388 U.S. 26 (1967), the Supreme Court has identified a class of employer conduct where the requisite unlawful intent "is founded upon the inherently discriminatory or destructive nature of the conduct itself." In those situations, the employer is held:

> ... to intend the very consequences which foreseeably and inescapably flow from his actions...[because] his conduct does speak for itself--it is discriminatory and it does discourage union membership, and whatever the claimed overriding justification may be, it carries with it the unavoidable consequences which the employer not only foresaw but must have intended.

NLRB v. Erie Resistor Corp., 373 U.S. 221 (1963)

The Examiner concludes the loaded question placed McPherson in an untenable position where he could reasonably have believed that his union advocacy would be a basis for discrimination against him in the testing procedure. By permitting its interview team to ask a question concerning shift trades, a mandatory subject of bargaining which was (or at least had recently been) a matter of dispute between the parties, the employer has interfered with the statutory rights of its employees, in violation of RCW 41.56.140(1).

The employer will be required to refrain from such conduct in the testing of employees for positions of higher rank within the bargaining unit represented by the union.

Standard for Determining "Dual Motivation" Situations

The National Labor Relations Board (NLRB) adopted its current test for dual motive discharges in August, 1980, in Wright

Line, Inc., 251 NLRB 150 (1980). The test, which replaced an "in part" test previously applied to dual motive cases,[3] was modeled after the test established by the Supreme Court of the United States in Mount Healthy School District, Bd. of Directors v. Doyle, 429 U.S. 274 (1977), and effectively balances the interests of the employer and the employee. Thus, in all cases alleging violations of Sections 8(a)(3) of the Labor-Management Relations Act of 1947 (the Taft-Hartley Act), as well as in cases alleging violations of Section 8(a)(1) of the LMRA which turn on employer motivation, the NLRB will require a prima facie showing sufficient to support an inference that protected conduct was a "motivating factor" in the employer's decision. Once this is established, the employer has the burden of demonstrating that the same action would have taken place even in the absence of protected conduct. In discussing the test in Wright Line, supra, the NLRB stated:

> Under the Mt. Healthy test, the aggrieved employee is afforded protection since he or she is only required initially to show that protected activities played a role in the employer's decision. Also, the employer is provided with a formal framework within which to establish its asserted legitimate justification. In this context, it is the employer which has "to make the proof". Under this analysis, should the employer be able to demonstrate that the discipline or other action would have occurred absent protected activities, the employee cannot justly complain if the employer's action is upheld. Similarly, if the employer cannot make the necessary showing, it should not be heard to object to the employee's being made whole because its action will have been found to have been motivated by an unlawful consideration in a manner consistent with congressional intent,

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3 The NLRB's "in part" test had found a discharge to be unlawful if there was any relationship between protected employee conduct and an employer action.

> Supreme Court precedent, and established Board processes.

The Public Employment Relations Commission endorsed the Wright Line test in West Valley School District, Decision 1179-A (PECB, 1981). See also: City of Olympia, Decision 1208-A (PECB, 1982).

The test has also been approved by the Washington courts. In 1982, the Washington State Court of Appeals cited Wright Line, supra, with approval in a case involving a community college employee, when it established the legal standard to be applied in unfair labor practices cases alleging discriminatory discharges. The Court stated:

> Complaints alleging that an employer's discharge of an employee constitutes an unfair labor practice fall into three categories: (1) cases in which the employer asserts no legitimate grounds for discharge; (2) cases in which the employer's asserted justification for discharge is a sham and no legitimate business justification in fact exists (pretextual firings); and (3) cases is which there is both a legitimate and impermissible reason for the discharge (dual motive discharges). The first two types of discharge constitute unfair labor practices. The third type may or may not constitute an unfair labor practice.

Public Employees v. Community College, 31 Wn.App 203 (Div. II, 1982).

The same Court re-affirmed the same standard in Clallam County v. PERC, 43 Wn.App 589 (Div. II, 1986).

Although the employee involved in the instant matter was not discharged, it is appropriate to apply the Wright Line dual motive standard in the case at hand. The union will be

required to establish a prima facie showing that the employee's protected union activities were a motivating factor in McPherson's disqualification. Thereafter, the employer will be required to prove that the same action would have been taken regardless of the employee's union activity.

The Union's Prima Facie Case

The union has met it's burden of establishing a prima facie case of unlawful discrimination in this matter. Apart from the damaging admission in its own brief, McPherson was clearly a union activist and official. Battermann, who was on the interview panel, was the employer official in charge of shift trades. The employer put bargaining unit employees to the test of contradicting their union's position on shift trades as part of their score in their quest for promotion to the bargaining unit position of lieutenant. The Examiner finds that unlawful "interference" by the employer indicates that the employer could have discriminated against McPherson by it's actions in the testing for the lieutenant's position. The burden thus shifts to the employer to prove that the same action would have taken place regardless of McPherson's union activities.

The Alcohol Issue

In his response to a lawful question regarding the reasons he desired promotion to the rank of lieutenant, McPherson volunteered the information concerning his abuse of alcohol. The employer was unaware that McPherson was a recovering alcoholic. Boucher, who serves as the fire district medical officer, convinced Battermann and Larson that the additional stress of being a lieutenant could undermine McPherson's recovery from the alcohol problem. He recommended that McPherson be disqualified as a candidate for the lieutenant

position. Although McPherson's disqualification was beyond Meigs' direction to rank the employees for promotion to the rank of lieutenant, the revelation that he was involved in counseling for alcohol abuse would evidently have caused McPherson to be ranked the lowest of the applicants because of his problem. Upon the conclusion of the hiring authority interview, the three highest ranked fire fighters were selected to fill the three available positions. The Examiner concludes that the available lieutenant positions were appropriately filled by the highest ranked personnel, and those promotions shall continue as implemented.

FINDINGS OF FACT

1. Kitsap County Fire Protection District No. 7 is a municipality of the state of Washington organized under Chapter 52 RCW, and is a public employer within the meaning of RCW 41.56.030(1).

2. International Association of Fire Fighters, Local 2819, AFL-CIO, a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of non-supervisory uniformed employees of Kitsap County Fire Protection District No. 7.

3. Local 2819 and the employer are parties to a collective bargaining agreement covering the time period between January 1, 1987, and December 31, 1988. The collective bargaining agreement does not contain a provision concerning shift trades. Shift trades are regulated by the employer's Standard Operating Procedure 1-11.

4. James McPherson was originally employed by Kitsap County Fire Protection District No. 15 and became an employee of

Kitsap County Fire Protection District No. 7 in 1986, as a result of a merger of the fire districts. McPherson was elected vice-president of Local 2819, and became its chief negotiator, in 1986. McPherson served as spokesman for the union in the negotiations for the 1987-1988 collective bargaining agreement between the parties.

5. Prior to January 9, 1987, the date established by the parties to sign the 1987-1988 collective bargaining agreement, Meigs unilaterally cancelled Standard Operating Procedure 1-11. Local 2819 requested to bargain the issue. Meigs refused to negotiate the shift trade issue with the union, stating that the issue was not a mandatory subject of bargaining. McPherson met with Meigs and they agreed to submit the shift trade issue to the labor/ management committee. The committee reached a satisfactory settlement of the issue.

6. On January 12, 1987, the employer posted a notice that it was accepting applications from qualified employees in the paramedic and fire fighters classifications to test for promotion to the bargaining unit rank of lieutenant. Four employees, including McPherson, applied for the position. The test for the lieutenant's position was to consist of an assessment lab exercise, a possible psychological examination, and a hiring authority interview.

7. About January 30, 1987, the four candidates underwent the assessment lab exercise test. The assessment lab evaluators notified the district that all four of the candidates had passed the examination.

8. In early February, 1987, the four candidates underwent the psychological evaluation. All four passed.

9. In mid-February, 1987, an interview team consisting of Assistant Chiefs Larson and Boucher, and Administrative Assistant Battermann asked each of the promotional candidates a standard set of questions. Boucher asked McPherson an additional question which has no bearing on this case. One of the standard questions dealt with the topic of the cancellation of shift trades. Battermann, the author of the question, created a role-playing scenario wherein the candidate, serving as the shift officer, was notified that shift trades were being cancelled, effective immediately. The candidates were expected to notify the shift employees of the employer's action. Thereafter, the interviewers amplified the scenario to include questions of the candidates as to how pre-approved shift trades were affected by the cancellation. The question was designed to put the candidate in a position of conflict between his rights and role as a bargaining unit employee and his potential role as an officer in the employer's para-military structure.

10. McPherson's answer to the interview question concerning shift trades was considered by the interview team to indicate that McPherson was more concerned with his union responsibilities than with management responsibilities, and so could have been a basis for discrimination against McPherson because of his union activities.

11. In response to another question, McPherson volunteered information that he had entered into treatment for a alcohol problem. Boucher convinced the other two interviewers that McPherson should be disqualified because of his admitted alcohol problem.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this matter pursuant to Chapter 41.56 RCW.

2. Because of their inherent inter-relationship with hours of work, shift trades are a mandatory subject of bargaining within the meaning of RCW 41.56.030(4).

3. By permitting the hiring authority interviewers to interrogate candidates seeking promotion to the bargaining unit rank of lieutenant concerning the recently disputed matter of shift trades, a mandatory subject of bargaining, the employer has interfered with, restrained and coerced its employees in the exercise of rights guaranteed by RCW 41.56.040, and has violated RCW 41.56.140(1).

4. The employer's disqualification of James McPherson from consideration for promotion to the rank of lieutenant was based upon McPherson's voluntary admission that he was a recovering alcoholic who was still undergoing treatment for that disease, so that the disqualification was not an act of discrimination in violation of RCW 41.56.140(1).

ORDER

Kitsap County Fire Protection District No. 7, its officers and agents shall immediately:

1. Cease and desist from:

   a. Including questions, when testing employees for promotion to positions of higher rank within the

bargaining unit, that involve current topics at issue between the parties in collective bargaining, so as to place candidates in a position of conflict with their rights as bargaining unit employees.

b. In any other manner interfering with, restraining or coercing bargaining unit employees in the exercise of their rights under Chapter 41.56 RCW.

2. Take the following affirmative action which the Examiner finds will effectuate the purpose of the Public Employees' Collective Act:

a. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of Kitsap County Fire Protection District No. 7, be and remain posted for sixty (60) days. Reasonable steps shall be taken by Kitsap County Fire Protection District No. 7 to ensure that said notices are not removed, altered, defaced, or covered by any other material.

b. Notify the complainant, in writing, within twenty (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 required by this Order.

c. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (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 Executive Director with a signed copy of the notice required by this Order.

DATED at Olympia, Washington, this 26th day of January, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

REX L. LACY, Examiner

This Order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF THE PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT, CHAPTER 41.56 RCW, WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT interfere with our employees in the exercise of their rights under Chapter 41.56 RCW.

WE WILL NOT condition, or appear to condition, promotion to ranks within the bargaining unit represented by International Association of Fire Fighters, Local 2819, upon responses to questions which place candidates in a position of conflict with their rights as bargaining unit employees.

DATED_____

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

BY_____
AUTHORIZED REPRESENTATIVE

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone (206) 753-3444.