

<b>IN THE MATTER OF ARBITRATION</b>	)	<b>GRIEVANCE ARBITRATION</b>
	)	
<b>between</b>	)	
<b>City of Kent, Washington</b>	)	<b>[REDACTED] - Discharge</b>
	)	<b>Grievance</b>
<b>-and-</b>	)	
	)	<b>PERC Case No. 137801-R-23</b>
<b>Kent Police Officers</b>	)	
<b>Association</b>	)	<b>May 3, 2024</b>
))	)	

**APPEARANCES**

**For City of Kent, Washington**

- Gregory E. Jackson, Attorney
- Tammy White, City Attorney
- [REDACTED], Chief of Police
- [REDACTED], Sergeant
- [REDACTED], Commander
- [REDACTED], Boulevard Property Manager
- [REDACTED], Commander
- [REDACTED], Assistant Chief of Patrol

**For Kent Police Officers Association**

- David Luxenberg, Attorney, McGavick Graves, P.S. Tacoma, Washington
- Luke T. Absher, Attorney, McGavick Graves, P.S. Tacoma, Washington
- [REDACTED], President
- [REDACTED], Vice-President
- [REDACTED], Police Officer
- [REDACTED], Detective
- [REDACTED], Police Officer
- [REDACTED], Grievant

**JURISDICTION OF ARBITRATOR**

Article 15, Grievance Procedure, Section 15.5, Steps and Time Limits, Step 5 of the 2022-2024 Collective Bargaining Agreement or Contract (Union Exhibit #22) between City of Kent, Washington (hereinafter "Employer" or "City") and Kent Police

Officers Association (hereinafter "Union" or "KPOA") provides for an appeal to arbitration of disputes that are properly processed through the grievance procedure.

The Arbitrator, Richard J. Miller, was selected by the Employer and Union (collectively referred to as the "Parties") from the Law Enforcement Disciplinary Panel issued by the Washington PERC. A hearing in the matter convened on March 12-13, 2024, at 9:00 a.m. in the City's conference room. The Parties were afforded full and ample opportunity to present evidence and arguments in support of their respective positions.

The Parties' counsel elected to file electronically post hearing briefs with receipt by the Arbitrator no later than April 15, 2024. The post hearing briefs were submitted in accordance with that deadline date. The Arbitrator then exchanged the post hearing briefs electronically to the Parties' counsel on April 15, 2024, after which the record was considered closed.

The Parties agreed that the grievance is a decorous matter within the purview of the Arbitrator and made no procedural or substantive arbitrability claims.

**ISSUES AS DETERMINED BY THE ARBITRATOR**

1. Did the City have just cause to discharge the Grievant, [REDACTED]?
2. If not, what is the appropriate remedy?

## **STATEMENT OF THE FACTS**

The City of Kent is located within the metropolitan area encompassing Seattle and its suburbs. The Union is the recognized bargaining representative for all non-supervisory commissioned Police Officers and Sergeants of the Kent Police Department ("KPD"), with some noted exceptions. The Parties have been signatories to several Collective Bargaining Agreements, including the current Contract from January 1, 2022 through December 31, 2024. (Union Exhibit #22).

The Grievant, [REDACTED], was hired by the KPD as a Police Officer in the Patrol Division on May 14, 2002. Officer [REDACTED] was supervised by several Sergeants. Officer [REDACTED] remained a Police Officer throughout his tenure with the KPD.

One of the areas being regularly patrolled by Officer [REDACTED] and other Police Officers is the BLVD Apartments. The BLVD Apartments is a 136-unit residential community operated by Bellwether Housing, a non-profit affordable housing provider. The BLVD Apartments have been source of continual problems with residence trespassing and failure to remove items from abandoned units. Police Officers, including Officer [REDACTED] have made calls to BLVD on several occasions. In fact, in a span of just two-and-a half months between December 2, 2002 and February 18, 2023, the KPD responded to the BLVD Apartments 24 times for

complaints of trespassing or unwanted individuals.

The Officers who responded to these incidents at the BLVD Apartments felt that property management took minimal steps to prevent such activity, such as not removing personal property from vacant apartments, not boarding up doors, and not installing security cameras. Instead, they merely called the KPD and expected arrests, which the KPD was prohibited from executing.

Officer [REDACTED] recognized that there was little the KPD could do to rectify the concerns of management and even less that the property managers were willing to do. Suffice it to say, there was tension between the responding Officers and BLVD property managers.

On December 19, 2022, former BLVD Apartment Manager [REDACTED] phoned 911 for police assistance with male and female suspects who were unlawfully occupying an apartment unit. Ms. [REDACTED] reported that the suspects barricaded the door to the unit to prevent apartment maintenance from accessing the unit; that the suspects had been trespassed from the BLVD Apartments on two separate occasions; that the suspects had a history of aggression towards BLVD Apartment staff; and that the suspects were currently being aggressive to staff.

Officer [REDACTED] was dispatched to the BLVD Apartments at 11:08 a.m. and arrived on site at 12:06 p.m., about an hour

later. Police Officer [REDACTED] was also in attendance along with two maintenance persons. Six minutes and twenty-seven seconds of Officer [REDACTED]'s actions at the BLVD Apartments were captured by Ms. [REDACTED] on her cell phone. The reason for secretly taping this conversation was based on Ms.

[REDACTED]'s belief that Mr. [REDACTED] and other Officers were not satisfying the property managers demands to do more than what they previously had been doing.

Officer [REDACTED] related the following to Ms. [REDACTED]. At the 4:14 mark on the video, Officer [REDACTED] made comments about the justice system not giving them the outcome that they would prefer and told them to utilize street justice as a solution. Officer [REDACTED] said, "By no means am I telling you guys to do this, but street justice is a lot better than actual justice. I'm not telling you guys shit. Ok, I'm just telling you, you guys just saw what the justice system just did, not a god damned thing."

Officer [REDACTED] further explained what he would do if it were his home and that he would be "whoopin" some ass and then calling the police afterwards. At the 4:32 mark on the video, Officer [REDACTED] said, "I know this isn't your guys' true homes and stuff like that, but if this were my home and somebody was in my house and they were on my property and not leaving, I would be whoopin' some fucking ass. I'm calling 911 afterwards

to scrape up their bloody bodies away. Because that justice is gonna be a lot better than no justice at all. And again, I'm not trying to tell you guys what to do by any means, but..."

At the 6:01 mark on the video, Officer [REDACTED] said, "But again, by no means am I telling you, no vigilante shit, but with a big bat, swing a big bat."

Officer [REDACTED]'s criminal trespass investigation was completed in thirteen minutes. Officer [REDACTED] cleared the scene at 12:25 p.m., nineteen minutes after he arrived. Officer [REDACTED] testified that he completed his investigation by the time that he was speaking with Ms. [REDACTED], and thus he was able to turn off his body worn camera that would have captured his recorded statements to Ms. [REDACTED].

Officer [REDACTED] admitted in his arbitration testimony that the suspects barricaded the vacant apartment unit door and that he, Officer [REDACTED], never entered the apartment unit unlawfully occupied by the suspects. Officer [REDACTED] testified that he stood in the corridor outside of the apartment and spoke to the suspects in the apartment through the barricaded door. Officer [REDACTED] testified that he was sure that he asked the suspects for their names, but he admitted that if the suspects provided their names, he did not record their names anywhere. Officer [REDACTED] testified that he did not write a formal written trespass report for either suspect, and

Officer [REDACTED] testified that he did not take any additional steps to identify either suspect. Nevertheless, Officer [REDACTED] testified that he verbally trespassed the suspects from the BVLD apartments. However, if true, he did not memorialize that trespass warning or the suspects' identity in any way that would allow for future enforcement by him or any other Kent Police Officer. Officer [REDACTED] testified that he did not take any of these additional steps to further this trespass investigation.

Ms. [REDACTED] captured Officer [REDACTED]'s reasons for not taking any additional policing steps on the video when Officer [REDACTED] explained: "I'm not going to go in there and push...push the envelope." (Employer Exhibit #2, pg.4, Ins. 2-8).

Officer [REDACTED] admitted in his testimony that he violated the KPD's mission statement and also violated KPD Policy 13.10, Conditions of Work - Code of Conduct that provides in pertinent part:

Unbecoming Conduct: Employees of the Police Department shall conduct themselves at all times, both on and off duty, in a manner that does not reflect negatively on the Department. Employee conduct, which brings discredit on the Department, may subject the employee to discipline.

(Employer Exhibit #3).

On January 24, 2023, BLVD Apartments Manager, [REDACTED] sent an email to the KPD about continuing issues that

they were having on the property. He included the video that was taken by Ms. [REDACTED] on December 19, 2022. The video was reviewed by several members of the KPD management, including Commander [REDACTED] who was ultimately assigned to IA #23-001 to investigate. He reviewed the emails, Officer [REDACTED]'s body worn camera, the video from the BLVD Apartments, interviewed BLVD Apartments Manager [REDACTED], and Officer [REDACTED]. Officer [REDACTED] and the two maintenance workers who were present during the recording with Officer [REDACTED] and Ms. [REDACTED] were not interviewed because of their presence during this interview.

On May 15, 2023, the KPD issued a Notice of Pre-Disciplinary/Loudermill Hearing (the "Notice") to Officer [REDACTED]. The Notice set forth two separate allegations against Officer [REDACTED], including violations of: City of Kent Policy 2.14.2(F); and, KPD Policy 13.10, Conditions of Work - Code of Conduct. The KPOA responded to each individual allegation in a Position Statement, filed with the KPD on June 29, 2023.

The KPD held a Loudermill Hearing on June 29, 2023, at which the Parties discussed the allegations and KPOA's Position Statement at great length. Chief [REDACTED] issued notice to Officer [REDACTED] on July 14, 2023 placing him on paid administrative leave until a Notice of Discipline could be



completed. The KPD, over Chief [REDACTED]'s signature, issued such Notice of Discipline on July 20, 2023, wherein the KPD sustained the allegation as to KPD Policy 13.10 only. The KPD terminated Officer [REDACTED]'s employment effective July 21, 2023.

On July 24, 2023, the KPOA filed a grievance over the termination of Officer [REDACTED] pursuant to Section 15.5 of the Collective Bargaining Agreement. The KPOA asserts that Officer [REDACTED] was terminated without just cause in violation of Section 12.1 of the Collective Bargaining Agreement. In filing this grievance, the KPOA seeks the following remedies: (1) the full reinstatement of Officer [REDACTED] to his previously held rank and position; and (2) full back pay and benefits from the date of termination to the date of reinstatement.

The instant grievance was denied by the City, with the KPOA demanding final and binding arbitration, pursuant to the contractual grievance procedure on October 17, 2023. The Arbitrator was assigned to the instant case from the Law Enforcement Arbitrator Roster, which is administered by PERC.

#### **KPOA POSITION**

Chief [REDACTED] plainly summarized his rationale for terminating Officer, concluding "[i]n essence, I do not trust you to adhere to our values, expectations, and policy

requirements, which in turn compels me to end your employment.” To restate, Chief [REDACTED] concluded Officer [REDACTED]’s conduct was so egregious that he could not trust Officer [REDACTED] do his job as a member of the KPD. Chief [REDACTED]’s statement, however, is not supported by the evidence or testimony presented at arbitration. To be blunt, the reason Chief [REDACTED] gave for terminating Officer [REDACTED] is not true - and KPOA proved it at arbitration.

Chief [REDACTED]’s termination rationale put a cap on a process replete with inconsistencies, irregularities, and patent violations of Officer [REDACTED]’s right to due process. The evidence and testimony demonstrated that Chief [REDACTED]: mischaracterized facts to escalate the severity of the incident at issue; scoured Officer [REDACTED]’s record for aggravating factors while dismissing relevant mitigating factors; improperly applied the principles of progressive discipline by escalating to the most extreme punishment unnecessarily; imposed a level of discipline inconsistent with a recent analogous case; and, when that was not enough, attempted to implicate additional policy violations never charged in a back-door attempt to justify his termination decision.

In light of the evidence, it cannot reasonably be found that the City had just cause to terminated Officer [REDACTED]. Chief [REDACTED] molded the facts and cherry-picked Officer’s

[REDACTED]'s record to fit his narrative. Chief [REDACTED] engaged in a result-oriented process with a pre-determined outcome in mind. This is evidence of an unfair process, feigned to arrive at a pre-determined outcome.

Officer [REDACTED] has acknowledged at every step that his comments at the BLVD Apartments were a lapse in judgment. He has taken accountability and recognized that some level of discipline is necessary. However, termination was excessive. Officer [REDACTED] has been a dedicated servant in the Kent Community for over 20 years. He is well-respected by his peers and, despite Chief [REDACTED]'s failure to consider the same, boasts considerable accolades and numerous examples of positive police work benefiting the City over the last 20+ years.

The KPOA respectfully requests that a reasonable level of discipline be imposed, that Officer [REDACTED] be reinstated to his most recent position, and that he be awarded full back pay and benefits.

**CITY POSITION**

Officer [REDACTED]'s grievance fails to articulate any evidence to establish that the City violated any provision of the Collective Bargaining Agreement. Officer [REDACTED] admits, as he must, that Articles 12 and 16 of the Contract reserve the City's right to discipline and to determine the appropriate discipline for violations of KPD Policies is reserved to the

City. Officer [REDACTED] admits that his comments, actions, and inaction on December 19, 2022, constitutes Unbecoming Conduct in violation of KPD 13.10, that is both misconduct and a serious violation of KPD Policy.

Officer [REDACTED] admits that his conduct on December 19, 2022, is not his first violation of KPD 13.10, and that his disciplinary history includes six previous Internal Investigations in a little over a decade. Officer [REDACTED] admits that prior to December 19, 2022, that the City and the KPD took three of the five steps of progressive discipline prescribed in KPD Policy 14.30, by issuing Officer [REDACTED] verbal reprimands, written reprimands, and suspensions, and that the fourth of the five steps, demotion, was unavailable to the City because Officer [REDACTED] was a Patrol Officer, the lowest rank of commissioned Officer in the City, and therefore Officer [REDACTED] could not be demoted. Consequently, the next step on the ladder of progressive discipline, is termination.

The best predictor of future behavior is past performance, and that is one of the reasons that employers keep and maintain disciplinary history and performance reviews. Officer [REDACTED]'s performance and disciplinary history paints a pattern of misconduct, poor and inconsistent performance, and a long pattern of poor judgment that manifests in discourtesy, improper comments, and discredit to the KPD and the other

Officers that wear the uniform.

Chief [REDACTED] exercised the discretion reserved to him by the Contract and by KPD Policy to determine the correct discipline for Officer [REDACTED]'s violations of Kent Policy. Officer [REDACTED]'s violations of KPD Policy 13.10 constitutes just cause to terminate his employment, and the City respectfully requests that the Arbitrator affirm Chief [REDACTED]'s decision to terminate Officer [REDACTED]'s employment and to enter an Award for the City.

#### **ANALYSIS OF THE EVIDENCE**

Discharge is the ultimate penalty that can be assessed against an employee by management. Discharge severs the employment relationship. Discharge also serves to terminate all of the benefits which flow from regular employment: economic well-being; self-sufficiency; the satisfaction of work; the individual's standing in the community; and the individual's sense of personal dignity and worth. Suffice it to say, the discharge of an employee must be closely scrutinized by the Arbitrator.

The Parties agree that the applicable Collective Bargaining Agreement for this case is the 2022-2024 Contract. (Union Exhibit #22). Article 12 and 16 of the Contract reserves the right of the City to "suspend, demote, discharge, or take other disciplinary action against such employees for just cause."

It is the overwhelmingly accepted principle in arbitration that the burden of proof in discharge cases is on the City.

It is generally the function of an arbitrator in interpreting a contract provision which requires "just cause" as a condition precedent to discharge not only to determine whether the involved employee is guilty of the wrongdoing as charged by the employer, but also to safeguard the interests of the discharged employee by making reasonably sure that the cause for discharge was just and equitable. The term "just cause" implies a standard of reasonableness under the unique circumstances of each case. An employee will not be discharged by action which is deemed by an arbitrator to be arbitrary, capricious, discriminatory, unduly harsh, or disproportionate to the proven offense committed by that employee.

To that end, the Parties agreed in the November 24, 2021 Memorandum to formally incorporate the utilization of Daugherty's Seven Tests, which is a well-known and well-recognized guide for establishing "just cause" for conducting employee investigations and determining whether and what discipline is appropriate. The agreed upon Seven Tests are as follows:

Test One - Did the employee have adequate notice of the work rule or performance standard at issue and the possible consequence of his/her failure to comply. Alternatively, was notice not required due to the nature of the violation?

Test Two - Is the work rule or performance standard reasonably related to the orderly, efficient, and safe operation of the Department or the performance that the department might properly expect? Unless a rule places an officer or another in an unsafe position or the rule is illegal, the officer is expected to follow the rule, and grieve the rule later.

Test Three - Did the Department investigate the matter to determine whether the employee in fact engaged in the alleged misconduct at issue before taking disciplinary action?

Test Four - Was the investigation conducted timely, fairly, and objectively?

Test Five - Does the Department have clear and convincing evidence for termination, demotion and suspension, or a preponderance of the evidence for other Imposed discipline, that the employee violated the work rule or performance standard?

Test Six - In regard to the discipline imposed, has the Department applied its work rules or standards evenhandedly and without discrimination as compared to other employees?

Test Seven - Does the discipline imposed reasonably relate to the nature of the misconduct and the record of the employee's service?

(Employer Exhibit #16).

Simply stated, there are generally two areas of proof involving the discipline of City employees. The first involves proof by the Employer of actual employee wrongdoing. The second area of proof, once actual wrongdoing is established, is the propriety of the penalty assessed by the Employer.

Article 12, Section 12.1(1), reserves the right of management to "determine and administer policy."

KPD Policy 14.20 provides in relevant part:

An Internal Affairs Investigation is conducted when it is determined that the conduct, if proven, would constitute a serious violation of law, a serious of Department or City policy or procedure, or serious poor performance of the employee, or when it is determined, prior to the initiation of the investigation, that more than written reprimand may be imposed of the allegations are sustained.

The IA Investigation conducted by the City established Officer [REDACTED] did not take any additional steps to further his situation when Officer [REDACTED] explained to Ms.

[REDACTED] that "I'm not going to go in there and push...push the envelope." Instead, Officer [REDACTED] lectured Ms.

[REDACTED] and BLVD Apartment staff with profanity such as "shit," "Goddamned," and "fucking ass" by stating to them:

The other thing, too, is that by no means am I telling you guys to do this, but street justice is a lot better than actual justice...

I know this isn't your guys' true homes and stuff like that, but if this was my home and somebody's in my house and they're on my property and not leaving, I'm going to whoop their fucking ass...

I'll call 911 afterwards to scrape their bloody bodies away....

Because that justice is going to be a lot better than no justice at all....

Officer [REDACTED] continued: "Go with a big bat, swing - swing with a big bat, you know?"

(City Exhibit #2).

Officer [REDACTED] admitted in his testimony that the above statements violated the KPD's mission statement and also



constituted Conduct Unbecoming in violation of KPD Policy 13.10 that provides in pertinent part:

Unbecoming Conduct: Employees of the Police Department shall conduct themselves at all times, both on and off duty, in a manner that does not reflect negatively on the Department. Employee conduct, which brings discredit on the Department, may subject the employee to discipline.

(City Exhibit #3).

KPD Policy 14.30 prescribes five levels of discipline: Verbal Reprimand, Written Reprimand, Suspension, Demotion, or Termination. (City Exhibit #31). The Chief of Police has the discretion to utilize any of the above disciplinary options or to combine them. (City Exhibit #23; KPD Policy 4.50). Additionally, the Chief of Police has the discretion to alter or modify the conditions of discipline if the Chief of Police determines that it is in the best interest of the Department.

It is proper to give some consideration to the past record of any disciplined employee, especially one like Officer [REDACTED] who had 21 years of service with the City. An offense might be partly mitigated by a good past record and it might be aggravated by a poor one. The employee's past record may be a major factor in the determination of an appropriate penalty for the proven offense. This is not to say that an employee can never be disciplined with a long and good work

record. It is simply to indicate that in those cases the scale must be balanced carefully and the quantum of proof necessary is more than for a newer employee or one with an already poor record.

Officer [REDACTED]'s 21 year disciplinary history with the KPD as a Police Officer includes verbal reprimands (IA-#05-5149); written reprimands (IA #12-001-February 17, 2012; IA #15-001-PIP-June 18, 2015; IA #17-008-October 2, 2017); and suspensions (IA-20-004; IA #20-007-April 26, 2021).

Officer [REDACTED]'s disciplinary record evinces a consistent pattern of misconduct and poor judgment. Officer [REDACTED]'s disciplinary history includes six IAs in the ten years preceding this current IA. Chief [REDACTED] testified that this is more IAs than any other member of the KPD since Chief [REDACTED] became Chief in 2018. Chief [REDACTED] testified that it is rare for a Kent Police Officer to have two IAs, let alone the six that Officer [REDACTED] accrued during the ten years preceding the current violations.

In addition, Officer [REDACTED]'s performance evaluations have at times "needed improvements" compared to other Police Officers. In fact, Sergeant [REDACTED] who last evaluated Officer [REDACTED] did not include the pending IA #23-001 in Officer [REDACTED]'s evaluation because the IA was not completed until July 20, 2023, when Chief [REDACTED] issued a Notice of

Disciplinary Decision. (City Exhibit #11).

Clearly, the evidence has proved that Chief [REDACTED]'s decision to terminate Officer [REDACTED]'s employment with the KPD was based upon the admitted misconduct by Officer [REDACTED] and serious KPD Policy violations on December 19, 2022.

In addition, Officer [REDACTED]'s previous disciplinary and performance history establishes that he cannot consistently comply with KPD Policy and performance standards. After consideration of Officer [REDACTED]'s lengthy disciplinary and performance record of poor judgment, offensive statements made to BLVD Apartments staff, and the inability or refusal of Officer [REDACTED] to consistently reach the performance standards required of KPD there is ample evidence to sustain his discharge.

The record is clear that the City followed the steps of progressive discipline, pursuant to KPD Policy 14.30, by issuing verbal reprimands, written reprimands, and suspensions, and each of these steps failed to convince Officer [REDACTED] to exercise better judgment and/or to consistently adhere to the Policies and expectations of the KPD. Unfortunately for Officer [REDACTED] the next and last step of progressive discipline under KPD Policy 14.30 is termination. The Arbitrator should not disturb the Chief's decision.

Officer [REDACTED] attempts to excuse his behavior by

describing his comments to Ms. [REDACTED] as a temporary lapse in judgment. Unfortunately, KPD Policy 13.10 does not carve out an exception for a temporary lapse in judgment. Officer [REDACTED]'s comments made to Ms. [REDACTED] were not made in jest or "tongue-in-cheek."

Officer [REDACTED] claims that Chief [REDACTED]'s failure to immediately place Officer [REDACTED] on paid Administrative Leave rather than wait 155 days is evidence that Chief [REDACTED] did not believe that there was just cause to discipline Officer [REDACTED]. Officer [REDACTED] called former Union President [REDACTED] to support this proposition, but the testimony of former President [REDACTED] did not support this proposition. To the contrary, former President [REDACTED] testified that since Chief [REDACTED] was appointed Chief in 2018, he could only recall the Terminate on of one Kent Police Officer. Former President [REDACTED] admitted that with one case as a data point, he could not testify to any discernible pattern to determine whether the placement or non-placement of an employee on paid Administrative Leave meant anything.

Officer [REDACTED] alleges that Chief [REDACTED]'s decision to terminate his employment for violation of KPD Policy 13.10 is inconsistent with Chief [REDACTED]'s decision to reprimand Kent Officer [REDACTED] for violation of the same policy. (City Exhibits #37, #38). These situations are however

distinguishable.

Chief [REDACTED] testified that Officer [REDACTED]' disciplinary history was nearly perfect and limited to one IA that occurred many years before, whereas Officer [REDACTED] had six IAs, not including the current IA. Moreover, former Union President [REDACTED] admitted during his testimony that Officer [REDACTED]' discipline was reduced to a reprimand because his supervisor had condoned Officer [REDACTED]' behavior, an act for which the supervisor himself was disciplined and suspended. (City Exhibit #39).

Further, Officer [REDACTED]' conduct involved him using profanity with a suspect calling the suspect an "asshole," a "fucking moron," and a "fucking idiot." (City Exhibits #37, #38). Officer [REDACTED] used profanity like Officer [REDACTED] but Officer [REDACTED] did not encourage "street justice", the beating of criminal suspects by property owners and managers until the suspects are dead and their bodies bloody, or otherwise encourage citizens to take matters into their own hands through acts of violence like Officer [REDACTED]. Clearly, Chief [REDACTED] imposed different sanctions for Officer [REDACTED] and Officer [REDACTED] because of the different circumstances. This demonstrates that Chief [REDACTED] is not biased but he instead is fair and carefully considered each of the cases and imposed the discipline that was

warranted based on the facts of each case and the involved Officers' varied disciplinary histories.

In the final analysis, Officer [REDACTED]'s past performance [REDACTED] and disciplinary history represents a consistent pattern of disregard for his job. Chief [REDACTED] was not obligated to ignore this pattern of misconduct, deficient performance, repeated counseling, reprimands, performance improvement plans, and suspensions. Officer [REDACTED], therefore, was discharged for just cause pursuant to Section 12.1(C) of the Collective Bargaining Agreement.

**AWARD**

The grievance is denied.

*Richard J. Miller*

Dated May 3, 2024.