

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

PASCO POLICE SERGEANTS

Involving certain employees of:

CITY OF PASCO

CASE 25985-E-13-3819

DECISION 12212 - PECB

ORDER OF DISMISSAL

Sergeant Brent Cook, for the Pasco Police Sergeants.

Kevin Wesley, Labor Negotiator, for the employer.

Emmal Skalbania & Vinnedge, by *Patrick Emmal*, Attorney at Law, for the Pasco Police Officers Association.

The police sergeants at the City of Pasco (employer) are included in a larger non-supervisory uniformed bargaining unit represented by the Pasco Police Officers Association (Association). The Association was certified as the exclusive bargaining representative of the uniformed employees in 1987 when the original mixed class bargaining unit was divided into its current uniformed and non-uniformed structure. *City of Pasco*, Decision 2636 (PECB, 1987). At the time the uniformed bargaining unit was created, the parties agreed that police officers holding the rank of police sergeant were included in the bargaining unit. *City of Pasco*, Decision 2636.

The Pasco Police Sergeants (Petitioner) has filed a petition seeking to sever the uniformed employees holding the rank of police sergeant from the non-supervisory bargaining unit. The first question to be answered in this case is whether the police sergeants are supervisory employees who should be removed from the existing non-supervisory bargaining unit. If the police sergeants are not supervisors, the next question to be answered is whether there has been a change in circumstances which alters the community of interest of the police sergeants and warrants their severance from the larger non-supervisory bargaining unit. The police sergeants are not

supervisors. The police sergeants do not spend a preponderance of their time performing supervisory duties and they do not perform a preponderance of the supervisory duties. Severance is also inappropriate in this case because no evidence has been presented demonstrating that a rupture in the community of interest has occurred that would render the bargaining unit inappropriate.

BACKGROUND

The Association represented a mixed class bargaining unit of employees that was not certified by this agency. In 1986, the employer and the Association recognized that the mixed class bargaining unit was inappropriate because it mixed uniformed employees eligible for interest arbitration with non-interest arbitration eligible employees. The employer and the Association jointly filed a petition to clarify that the two different groups of employees needed to be in separate bargaining units. The parties stipulated that the uniformed bargaining unit would “consist of the position classification of Sergeant, Corporal, and Police Officer.” *City of Pasco*, Decision 2636. The stipulations were accepted and the non-supervisory uniformed bargaining unit was created. The employer no longer utilizes the police corporal job class.

Currently, the Pasco Police Department is divided into two areas: Administrative Functions and Patrol. A police captain oversees each area. The Administrative Functions area includes investigations, school resources, area resources, street crimes, and records. Three police sergeants are assigned to this area. The Patrol area is responsible for the street patrols. There are six police sergeants assigned to this area. Each police sergeant is assigned a squad and each squad is assigned a 10 hour and 40 minute work shift. One police sergeant is the administrative support sergeant that is responsible for training. That position reports directly to the Chief of Police.

Since the creation of the uniformed bargaining unit, the parties negotiated numerous collective bargaining agreements that have covered all of the non-supervisory police officers in the bargaining unit. There is no evidence that the Association was not able to successfully bargain on behalf of the police sergeants.

On October 4, 2013, the Petitioner filed a petition seeking to sever the 10 police sergeants from the bargaining unit and to be certified as the exclusive bargaining representative of those employees. Processing of that petition was blocked by a related unfair labor practice where the Association alleged that the employer unilaterally changed overtime and work schedules without providing an opportunity for bargaining. Case 26031-U-13-6661. That complaint was ultimately withdrawn and processing of the Petitioner's petition was resumed.

The employer and Association originally objected to severing the police sergeants from the non-supervisory uniformed bargaining unit and maintained this position throughout the hearing. A hearing was held on July 24, 2014, to collect evidence concerning the petition. Following the hearing, the employer reversed its position and indicated that it no longer opposed the intent of the petition. The parties did not file post-hearing briefs.

DISCUSSION

This agency has the authority to determine appropriate bargaining units for the purposes of collective bargaining. RCW 41.56.060. When determining new units or modifying existing units, this agency considers "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." RCW 41.56.060(1). The purpose of this examination is to discern whether a sufficient community of interest exists among employees to enable them to bargain effectively with their employer. *Quincy School District*, Decision 3962-A (PECB, 1993), *aff'd*, 77 Wn. App. 741 (1995), *review denied*, 127 Wn.2d 1019 (1995).

All statutory factors are to be considered in each case, but no one factor dominates the others. *See Washington State University*, Decision 9613-A (PSRA, 2007). When confronted with an inappropriate bargaining unit that cannot be rehabilitated by a minor adjustment, any petition associated with that unit must be dismissed. *City of Marysville*, Decision 4854 (PECB, 1994).

In this case, there are two different ways in which the police sergeants could be removed from the existing non-supervisory uniformed bargaining unit. If the police sergeants are supervisors within the meaning of RCW 41.59.020(4)(d) and WAC 391-35-340, then those employees cannot be in the same bargaining unit as the non-supervisory uniformed police officers and must be placed in a separate bargaining unit. If the police sergeants are not supervisors, then they can still be removed from the bargaining unit if there has been a change to community of interest of the existing bargaining unit that warrants a revision to its composition.

Are the Police Sergeants Supervisors?

Generally, supervisors are not included in the same bargaining units as the people they supervise. WAC 391-35-340. The exclusion of supervisors from the bargaining units of their subordinates is presumed appropriate when they exercise authority on behalf of the employer over rank-and-file subordinates, and such exclusion avoids a potential for conflicts of interest. WAC 391-35-340. Supervisors are those employees whose preponderance of duties include the independent authority “to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees, or to adjust their grievances, or to recommend effectively such action.” *Granite Falls School District*, Decision 7719-A (PECB, 2003); *see also* RCW 41.59.020(4)(d).

“Preponderance” can be met in two ways. An employee is a supervisor if they spend less than a preponderance of their time performing supervisory activities but perform a preponderance of the type of supervisory activities enumerated in RCW 41.59.020(4)(d). *City of East Wenatchee*, Decision 11371 (PECB, 2012); *King County*, Decision 10075 (PECB, 2008). An employee may also be a supervisor if they spend a preponderance of their time performing one or more of the statutory supervisory activities. *City of East Wenatchee*, Decision 11371; *Inchelium School District*, Decision 11178 (PECB, 2011). The determination of whether an employee possesses sufficient authority to be excluded from a rank-and-file bargaining unit as a supervisor is made by examining the actual duties and authority exercised by that individual, not on the basis of his or her title or job description. *Rosalia School District*, Decision 11523 (PECB, 2012); *Morton General Hospital*, Decision 3521-B (PECB, 1991).

When examining supervisory indicia, the Commission places emphasis on whether a disputed position has independent authority to act in the interest of the employer and make meaningful changes in the employment relationship. *State - Office of Administrative Hearings*, Decision 11503 (PSRA, 2012), *citing State - Corrections*, Decision 9024-A (PSRA, 2006). If an employee merely executes the instructions of a higher ranking employee when making meaningful changes to the workplace, that employee has not exercised independent judgment. *State - Office of Administrative Hearings*, Decision 11503, *citing City of Lynnwood*, Decision 8080-A (PECB, 2005), *aff'd*, Decision 8080-B (PECB, 2006).

A determination under the Commission's definition of supervisor does not negate or strip away any titular or other supervisory authority of that employee. Indeed, an employee may possess a lower level of supervisory authority than the statutory definition contemplates and still be deemed a "supervisor" by subordinates. The distinguishing characteristic is that the authority does not rise to the level of conflict expressed in the statute which would require separating the employee out of the bargaining unit. *Rosalia School District*, Decision 11523.

The Police Sergeants are not Supervisors

In this case, the police sergeants are not supervisors within the meaning of RCW 41.59.020(4)(d) and WAC 391-35-340 because they do not spend a preponderance of their time performing supervisory duties. Rather, the police sergeants spend a preponderance of their time performing actual police work. For the police sergeants assigned to Patrol, this means they actually perform the same patrol functions as the other non-supervisory police officers. For the police sergeants assigned to the Administrative Functions area, this means investigating crimes.

In addition to not spending a preponderance of their time performing supervisory duties, the police sergeants do not exercise a preponderance of the type of supervisory duties required to warrant exclusion from the existing non-supervisory uniformed bargaining unit.

The police sergeants do have the authority to approve overtime, although they may have to explain that approval to the police captain. The police sergeants also have the authority to schedule employees, including approving vacation, sick, and compensation time.

The police sergeants do not have the independent authority to discipline employees, discharge employees, adjust grievances, or to hire, promote, transfer, layoff, and recall employees. For example, although the police sergeants may issue a written reprimand to an employee, the police sergeant would discuss the matter with their police captain who would determine if the matter warrants investigation. The police sergeant and police captain would then discuss the matter with the Chief of Police who has final say on the issuance of discipline. Only the Chief of Police and City Manager may discharge an employee. Police Sergeants do not have the authority to adjust employee grievances and are not involved in that process beyond conducting internal investigations.

The police sergeants only have a limited role in hiring new employees and do not have the independent authority to hire employees. The police sergeants participate in candidate interviews and can recommend a candidate to be hired. However, once interviews are completed, the list of potential candidates is forwarded to the Pasco Civil Service Commission list for background checks and validation. Once the list has been validated, the list is forwarded to the Chief of Police who makes the final hiring decision.

The police sergeants have a limited role in promoting employees. Any candidate looking to be promoted must test through the Pasco Civil Service Commission to qualify for that promotion. The police sergeant and police captains also make recommendations to the Chief of Police regarding which employee to promote. However, the Chief of Police retains the final authority on promotions. For transfers, the police sergeant and police captains make recommendations to the Chief of Police regarding which employee to transfer between areas, and the Chief of Police makes the ultimate decision.

The police sergeants evaluate the police officers in their squads by preparing the initial evaluations for the employees on their squad. Completed evaluations are forwarded to the police captains for their review. The police captains have the authority to modify any evaluation and may direct the sergeant to redo an evaluation. The Chief of Police signs off on all evaluations.

The police sergeants are lead employees, as opposed to supervisors within the meaning of RCW 41.59.020(4)(d) and WAC 391-35-340. Even through the police sergeants exercise some supervisory authority, there still must be a sufficient preponderance of supervisory duties to warrant their separation from the rank-and-file employees they lead. *Ronald Wastewater District*, Decision 9874-C (PECB, 2009), *citing City of Lynnwood*, Decision 8080-B (PECB, 2006). Monitoring the work of a fellow employee, even if done constantly, is not enough to satisfy the “preponderance of time” standard. *City of East Wenatchee*, Decision 11371, *citing Inchelium School District*, Decision 11178.

Additionally, a lead worker’s authority might extend to evaluating a subordinate’s job performance because the lead worker is in the best position to observe that performance. However, this activity does not automatically create a conflict of interest that would warrant a supervisory exclusion. *State – Fish and Wildlife*, Decision 10962 (PSRA, 2011), *citing City of Lynnwood*, Decision 8080-A, *aff’d*, Decision 8080-B. In *City of Lynnwood*, lead employees who drafted evaluations which were reviewed and edited by their superiors were deemed to be lead, and not supervisory, employees. The lead employees were also involved in the disciplinary process, but did not recommend discipline or directly discipline subordinate employees on their own. In this case, the police sergeant evaluates subordinate employees and is involved in the discipline process. Like the employee in *City of Lynnwood*, these interactions do not automatically create a conflict of interest that would warrant the police sergeants’ exclusion from the non-supervisory bargaining unit.

Conclusion

The police sergeants are not supervisors because they do not spend a preponderance of their time performing supervisory duties and do not perform a preponderance of the supervisory duties. Having determined that the police sergeants are not supervisors, the next question is whether the police sergeants should be removed from the non-supervisory uniformed bargaining unit because they have lost a community of interest with that bargaining unit.

Have the Police Sergeants Lost a Community of Interest with the Bargaining Unit?

A labor organization may attempt to represent a portion of an existing bargaining unit represented by a different organization by “severing” that bargaining unit into two parts. To attempt a severance, the petitioning labor organization must have the support of at least 30% of the employees that would be included in the “severed” bargaining unit. The petitioning labor organization may also be asked to show an offer of proof asserting that there have been changes to the community of interest of the employees that would warrant a severance. This is particularly true for bargaining units that were previously certified by this agency as being appropriate.

Severance petitions are approached differently than petitions to organize new bargaining units. When a labor organization files a petition to represent a proposed bargaining unit of employees, the unit determination does not require certification of the most appropriate unit. Rather, the question is whether the proposed unit is appropriate. The fact that other groupings of employees may also be appropriate, or even more appropriate, does not render the proposed configuration inappropriate. *City of Winslow*, Decision 3520-A (PECB, 1990). When confronted with an inappropriate bargaining unit that cannot be rehabilitated by a minor adjustment, any petition associated with that unit must be dismissed. *City of Marysville*, Decision 4854 (PECB, 1994).

In the case of a severance petition, the existing bargaining unit is initially presumed to be appropriate. The petitioner bears a significant burden of overcoming that presumption and demonstrating that the employees in the existing bargaining unit no longer share a community of interest. This is particularly true when the incumbent union and employer have established a long bargaining relationship. *Cowlitz County*, Decision 12115 (PECB, 2014). It is not enough for the petitioner to demonstrate that each proposed bargaining unit would be an appropriate bargaining unit; rather, a petitioner must show that the existing bargaining unit is no longer appropriate under the statute. *Cowlitz County*, Decision 12115.

Because severance hinges on whether the existing bargaining unit is appropriate, the primary inquiry is whether there has been a change to the community of interest of the existing bargaining unit that warrants a revision to its composition. To aid in this inquiry, this agency has applied a six-part test set forth in *Yelm School District*, Decision 704-A (PECB, 1980). *See also King*

County, Decision 11441-A (PECB, 2013). The six-part test considers: 1) whether the employees constitute a functionally distinct department working in trades or occupations for which a tradition of separate representation exists; 2) the history of bargaining of the employees; 3) the extent to which the employees in the proposed unit have established and maintained their separate identity during the period of inclusion in a broader unit; 4) the factual and legal precedents of established unit determination patterns in the industry; 5) whether the employer's operation is integrated, and 6) whether the petitioning labor organization is qualified to represent the employees. Inherent in the factors of the test are whether the employees continue to share a community of interest.

The first factor of the *Yelm School District* test originally examined whether the proposed unit consists of a distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft and whether they work in a trade for which a tradition of separate representation exists. Recent agency decisions have focused on the second clause which examines whether the employees constitute a functionally distinct department for which a separate history of representation exists. Recent decisions have also examined whether the employees continue to share common duties, skills, and working conditions. *See, e.g., Spokane County*, Decision 7866 (PECB, 2002) (examining the duties, skills, and working conditions to determine whether the employees constitute a distinct group of employees).

While the original *Yelm School District* and *Mallinckrodt* tests primarily examined whether the petitioned-for employees are part of a distinct skilled trade, the current inquiry for public employees who collectively bargain within the State of Washington has evolved into an examination of whether the petitioned-for employees share a distinct community of interest within an identifiable work group that enjoys a tradition of separate representation. *King County*, Decision 11441.

The second factor of *Yelm School District* examines the history of bargaining between the employees in the bargaining unit and their employer. This factor is only binding where the bargaining unit has been certified by this agency. *See King County*, Decision 11441, *aff'd*, Decision 11441-A.

The third factor of *Yelm School District* examines whether the employees have maintained a separate identity within the bargaining unit. This factor examines whether the petitioned-for employees bargained with the employer separately from the other employees. This factor also examines the duties, skills, and working conditions of the employees in the bargaining unit. *Vancouver School District*, Decision 4022-A (PECB, 1993).

The fourth factor, history of pattern of bargaining within the industry, has limited application in severance cases in the public sector. This factor, which is drawn from the private sector, typically looks at whether the employees are in “skilled crafts” or “trades” such as carpenters, plumbers, and electricians. In the private sector, these types of employees have long traditions of separate organization representation. *Spokane County*, Decision 7866 (PECB, 2002). These types of craft employees traditionally attain “journeyman” status after several years of formal apprenticeship training under the oversight of an apprenticeship council while working under the close supervision of skilled craft persons. *Id.* Public sector bargaining units are generally not organized on such lines, as the statute only requires that the employees share a community of interest.

The fifth factor, whether the employees in the existing bargaining unit are integrated, essentially examines whether the employees in the existing bargaining perform duties that are mutually dependent upon one another and therefore demonstrating a community of interest. This factor considers both the duties, skills, and working conditions of the employees, as well as the extent of organization within the workforce. *Vancouver School District*, Decision 4022-A.

The sixth factor of the test is no longer relevant for public employees in Washington State. The Commission should not interfere with the choice of bargaining representative by public employees once an appropriate unit is found to exist. *Vancouver School District*, Decision 4022 (PECB, 1992), citing *International Association of Fire Fighters, Local 1052 v. PERC*, 45 Wn. App. 686 (1986).

The factors of the *Yelm School District* test are not an exclusive list of the considerations involved in making unit determinations in severance situations. Other factors worthy of consideration may appear during the course of litigation. *City of Lynnwood*, Decision 10668 (PECB, 2010).

The Police Sergeants Maintain a Community of Interest with the Bargaining Unit

No evidence has been presented demonstrating that a rupture in the community of interest has occurred that would render the bargaining unit inappropriate. The police sergeants in both the Administrative Functions and Patrol areas continue to perform much of the same work that the other employees in the bargaining unit perform. Both the police sergeants and the police officers assigned to their squads respond to calls for service, investigate criminal and traffic complaints or violations, issue citations, and make warrant arrests.

For example, at the start of a work shift, a patrol sergeant will brief the squad of police officers and issue work assignments. Following briefing, the patrol sergeant will go into the field and conduct patrols and respond to calls with the other police officers. While on patrol, dispatch normally directs the patrol officers to various calls. However, the patrol sergeant has the authority to redirect a patrol officer to a particular call from the field.

Although the police sergeants may assign police officers to particular assignments, this does not by itself show there is a lack of community between the two groups of employees. Lead employees who assign work share a community of interest with the employees to whom they assign work. This is also true in the law enforcement setting. *See City of East Wenatchee*, Decision 11440 (PECB, 2012) (police sergeant who assigned work was included in the bargaining unit).

The history of bargaining also does not support severance in this case. The history of bargaining issue in a severance case requires consideration of the length of the bargaining relationship, evaluation of the potential disruption of bargaining stability if the historical unit is disturbed, and concern about fragmentation of bargaining units. *King County*, Decision 11441-A, *citing Vancouver School District*, Decision 4022-A. The “history of bargaining” criteria tend to grow in importance, from little or no weight among unrepresented employees to a matter of substantial weight in a workforce which has been organized for quite some time. *Grant County*, Decision

3350 (PECB, 1989). The reasons for disturbing such a long-established relationship and resulting collective bargaining agreement would have to be compelling. *Vancouver School District*, Decision 4022-A.

Since the creation of the non-supervisory uniformed bargaining unit, the Association and employer have negotiated numerous collective bargaining agreements. Additionally, the record lacks evidence pointing to an internal schism or a breach of duty to represent the petitioned-for employees. Rather, the employment needs of the police sergeants have been adequately met through the existing representation. No compelling history of bargaining exists to support the severance under this factor. *Vancouver School District*, Decision 4022-A. To remove the police sergeants from the bargaining unit would be inconsistent with the history of labor relations at the City of Pasco, would disturb a 27-year bargaining relationship, and would unduly disrupt a long and stable pattern of representation. *Eastern Washington University*, Decision 9950 (PSRA, 2008).

The police sergeants are not employees who have historically been regarded as an identifiable subset of employees under Chapter 41.56 RCW. The rank of “sergeant” has been included in bargaining units of non-supervisory uniformed police officers in many jurisdictions in the state of Washington. *See, e.g., City of East Wenatchee*, Decision 11440; *Franklin County*, Decision 11257 (PECB, 2011); *City of Union Gap*, Decision 8619-A (PECB, 2005). Sergeants have also been excluded from bargaining units. *See, e.g., City of Auburn*, Decision 11570 (PECB, 2012). Thus, there is no consistent pattern of police sergeants being excluded from police officer bargaining units in Washington State. The common characteristic of those cases where police sergeants have been excluded is that the police sergeants meet the RCW 41.59.020(4)(d) and WAC 391-35-340 definition of supervisor. *See, e.g., City of Snohomish*, Decision 1557 (PECB, 1983). Neither Chapter 41.56 RCW nor agency precedent precludes police sergeants from being mixed with other non-supervisory uniformed employees, particularly when there is no evidence that the sergeants qualify as supervisors.

The level of integration between the police sergeants and the police officers contravenes the proposed severance. The main function of both the police sergeants and the police officers is to

respond to calls for service, investigate criminal and traffic complaints and violations, and to provide community security. In *City of Lynnwood*, a petition to sever public works engineers from the larger bargaining unit was rejected because the public works engineers worked “...in a coordinated effort with other city employees to ensure safety of citizens.” *City of Lynnwood*, Decision 10668. The public works engineers were also considered “...part of an integrated operation which depends upon the performance of their duties as part of the larger organization.” *City of Lynnwood*, Decision 10668. In this case, the police sergeants are highly integrated with the other police officers and coordinate efforts to ensure the safety of both the public and other law enforcement officers and emergency responders.

Conclusion

Based on the well-established and unchanged community of interest, this agency’s certification, long bargaining history, absence of evidence of an internal union schism or allegation of a breach of the union’s duty of fair representation, the Petitioner has not overcome the burden to demonstrate that severance is appropriate. As severance of the petitioned-for employees from the larger bargaining unit is not appropriate in this case, the request to sever the existing bargaining unit is denied.

FINDINGS OF FACT

1. The City of Pasco is a public employer within the meaning of RCW 41.56.030(12).
2. The Pasco Police Sergeants is a bargaining representative within the meaning of RCW 41.56.030(2).
3. The incumbent association, the Pasco Police Officers Association, is a bargaining representative within the meaning of RCW 41.56.030(2).

4. The Pasco Police Officers Association is the exclusive bargaining representative of the bargaining unit of the non-supervisory uniformed police officers, police corporals and police sergeants working at the Pasco Police Department.
5. The Pasco Police Department is divided into two areas: Administrative Functions and Patrol. A police captain oversees each area. The Administrative Functions area includes investigations, school resources, area resources, street crimes, and records. Three police sergeants are assigned to this area. The Patrol area is responsible for the street patrols.
6. The police sergeants do not spend a preponderance of their time performing supervisory duties. Rather, the police sergeants spend a preponderance of their time performing actual police work. For the police sergeants assigned to Patrol, this means they actually perform the same patrol functions as the other non-supervisory police officers. For the police sergeants assigned to the Administrative Functions area, this means investigating crimes.
7. The police sergeants do have the authority to approve overtime, although they may have to explain that approval to the police captain. The police sergeant also has the authority to schedule employees, including approving vacation, sick, and compensation time.
8. The police sergeants do not have the independent authority to discipline employees, discharge employees, adjust grievances, or to hire, promote, transfer, layoff, and recall employees.
9. The police sergeants only have a limited role in hiring new employees and do not have the independent authority to hire employees. The police sergeants participate in candidate interviews and can recommend a candidate to be hired. However, once interviews are completed, the list of potential candidates is forwarded to the Pasco Civil Service Commission for background checks and validation. Once the list has been validated, the list is forwarded to the Chief of Police who makes the final hiring decision.

10. The police sergeants have a limited role in promoting employees. Any candidate looking to be promoted must test through the Pasco Civil Service Commission to qualify for that promotion. The police sergeant and police captains also make recommendations to the Chief of Police regarding which employee to promote. However, the Chief of Police retains the final authority on promotions.
11. The police sergeants evaluate the police officers in their squads by preparing the initial evaluations for the employees on their squad. Completed evaluations are forwarded to the police captains for their review. The police captains have the authority to modify any evaluation and may direct the sergeant to redo an evaluation. The Chief of Police signs off on all evaluations.
12. The police sergeants in both the Administrative Functions and Patrol areas continue to perform much of the same work that the other employees in the bargaining unit perform. Both the police sergeants and the police officers assigned to their squads respond to calls for service, investigate criminal and traffic complaints or violations, issue citations, and make warrant arrests.
13. No evidence exists pointing to an internal schism or a breach of duty to represent the police sergeants. Rather, the employment needs of the police sergeants have been adequately met through the existing representation.
14. There is no consistent pattern of sergeants being excluded from police officer bargaining units in Washington State.
15. The police sergeants are highly integrated with the other police officers and coordinate efforts to ensure the safety of both the public and other law enforcement officers and emergency responders.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-25 WAC.
2. Based upon Findings of Fact 6 through 11, the police sergeants are not supervisors within the meaning of RCW 41.59.020(4)(d) and WAC 391-35-340.
3. Based upon Findings of Fact 12 through 15, a bargaining unit limited to the police sergeants would not be an appropriate bargaining unit under RCW 41.56.060.

NOW, THEREFORE, it is

ORDERED

The representation petition filed by the Pasco Police Sergeants is DISMISSED.

Issued at Olympia, Washington, this 11th day of December, 2014.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless an appeal is filed with the Commission under WAC 391-25-660.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

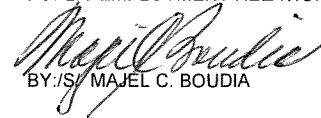
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PUBLIC EMPLOYMENT RELATIONS COMMISSION


BY: /s/ MAJEL C. BOUDIA

CASE NUMBER: 25985-E-13-03819 FILED: 10/04/2013 FILED BY: PARTY 2
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