

## ARTICLE 26

### GRIEVANCE PROCEDURE

**Section 26.1** The term “grievance” is defined to mean any difference that may arise between the City and a police officer or officers covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

**Section 26.2** The “aggrieved” is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

**Section 26.3** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 26.4** The aggrieved party may present his grievance at grievance meetings and hearings on the employer’s time when scheduled during the aggrieved party’s working hours, as much as practical.

**Section 26.5** The employee may advance any grievance not answered by the City’s representatives within the stipulated time limits to the next step in the grievance procedure.

**Section 26.6** The time limitations provided in this article may be extended by mutual agreement between the City and FOP Lodge # 61.

**Section 26.7** FOP Lodge # 61 and the City shall establish a mutually agreed upon standard form for the submission of grievances. Thereafter, FOP Lodge #61 shall be responsible for the duplication and distribution of the forms.

**Section 26.8** The Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

**Section 26.9** The Grievance Procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**Section 26.10** A six (6) page prepared grievance form agreed upon by the City and Ben K. Perry Lodge #61 shall be utilized to streamline and document the grievance procedure.

**Section 26.11** The following steps shall be followed for processing grievances:

**Step 1: Informal**

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated FOP representative who shall determine if a valid grievance exists. If in the opinion of the designated FOP representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the designated FOP representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the designated FOP representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the FOP to present the grievance in writing within fourteen (14) calendar days after it arises to the officer's Division Commander.

**Step 2: Bureau or Area Commander**

If the grievance is not resolved after a period of fourteen (14) calendar days after being presented to the Bureau or Area Commander, the matter may be submitted to the Chief of Police.

**Step 3: Deputy Chief of Police**

If the grievance is not resolved by the Deputy Chief of Police within fourteen (14) calendar days to the satisfaction of the FOP, the grievance may be submitted to the Chief of Police.

**Step 4: Chief of Police or Deputy Chief**

If the Chief of Police does not resolve the grievance within fourteen (14) calendar days to the satisfaction of the FOP, the matter may be submitted for arbitration.

**Step 5: Arbitration**

Upon the failure of the Chief of Police to resolve the grievance, the FOP may send written notice of a demand for arbitration to the City.

- A. If within fourteen (14) calendar days upon receipt of a demand for arbitration, the city or designee and a representative of the FOP are unable to agree upon an arbitrator, the FOP shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- B. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- C. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- D. The arbitrator's fees and necessary expenses of arbitration shall be borne equally by both parties. However it is agreed that such fees and expenses shall not include the attorney fees of either party.
- E. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- F. The arbitrator's recommendation shall be final and binding on the City, the FOP and the employee or employees.