

Annapolis Police Department



GENERAL ORDER

Number: N.7

**Issue Date: January
2010**

TO: All Personnel

SUBJECT: Grievance Procedure

PURPOSE

The purpose of this General Order is to establish the grievance procedure for all members of the Annapolis Police Department. A grievance procedure allows the parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale.

POLICY

It shall be the policy of the Annapolis Police Department to provide its members a means of communicating and resolving grievances in accordance with procedures agreed upon between the Department and the bargaining units. It shall also be the policy of those who are not a member of any bargaining unit.

DEFINITIONS

1. **Grievance – Member of a Bargaining Unit** – A dispute concerning the application or interpretation of the terms, policies, regulations and rules as defined by each Memorandum of Understanding.
 2. **Grievance – Non Bargaining Unit Employee** – A dispute concerning the application or interpretation of the employee's contract.
- a. **Members of Local 400 United Food and Commercial Workers Union**
- A. A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of the Memorandum of Understanding between the City of Annapolis and United Food and Commercial Workers Union, Local 400, or of any directive, rule or regulation of the department.

B. A grievance shall be presented within fifteen (15) calendar days after the date of its occurrence or after the date on which the condition causing the disagreement becomes known to the Union, whichever is later. A grievance shall include a written description of the specific wrongful act, a written statement of the harm done, and a written statement of the remedy or adjustment sought.

C. Grievances or disputes that arise between the parties shall be settled in the following manner:

Step 1. The Union Steward or Union Representative, with the complaining officer, shall discuss the grievance with the Shift or Division Commander within ten (10) days after the date of its occurrence or the date on which the condition causing the disagreement becomes known to the Union whichever is late. The Shift or Division Commander shall attempt to adjust the matter and shall respond to the Union Steward or Union Representative within five (5) working days.

Step 2. If after a thorough discussion with the Shift or Division Commander, the grievance has not been satisfactorily resolved, the Union Steward or Union Representative, and the complaining officer shall within five (5) working days after Step 1 is completed file a written appeal with the Chief of Police. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Union Representative or Union Steward and the complaining officer may meet with the Chief of Police as soon as possible thereafter. The Chief of Police shall respond in writing within five (5) working days after said meeting.

Step 3. If after the grievance has been presented to the Chief of Police, the grievance has not been satisfactorily resolved within ten (10) working days after the completion of Step 2, the Union Steward or Union Representative and the complaining officer shall file a written appeal with the Mayor or his/her designated representative. The Union Representative or Union Steward and the complaining officer shall meet with the Mayor or his/her designated representative as soon as possible thereafter. The Mayor or his/her designated representative shall respond in writing within five (5) working days after the said meeting.

Step 4. If the grievance is still unsettled, either party may, within ten (10) calendar days after the reply of the Mayor or his/her designated representative, by written notice to the other, request arbitration.

Arbitration The moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of five (5) Arbitrators. Designation of the Arbitrator shall be by the rules of the Federal Mediation and Conciliation Service. Thereafter, the Arbitrator shall proceed to hear the grievance as provided in the rules of the FMCS. The decision of the Arbitrator shall be binding on all parties and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing.

b. Annapolis Clerical & Technical Employees, Local 3162 – AFSCME

i. A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of the Memorandum of Understanding between the City of Annapolis and Annapolis Clerical & Technical Employees, Local 3162 – AFSCME.

B. A grievance shall be presented within ten (10) working days with five (5) days extension if requested by the Union during said ten (10) days, after the date of occurrence or the date on which the condition causing the disagreement becomes known. A grievance may be filed by individual employees, a group of employees or a class of employees. Provisions of the Order do not apply nor impact probationary employees.

C. Grievances or disputes that arise between the parties shall be settled in the following manner:

Step 1. Immediate Supervisor: If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate supervisor or his designated representative within five (5) working days after the grievance is presented. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant and to the Union representative who signs the form, within five (5) working days after the Step 1 meeting.

Step 2. Department Director: If after Step 1 the grievance has not been satisfactorily resolved, the Union Steward and the President of Local Union and the Grievant may file a written appeal, with the Department Director, within five (5) working days after the Supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The parties shall discuss the factual situation creating the alleged grievance at Step 2 within five (5) days after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant and the Union representative who signs the form within five (5) working days after the Step 2 discussion.

Step 3. Designated Representative: If after Step 2 the grievance has not been satisfactorily resolved, the Union Steward, the Grievant, the President of the Local Union and the Union Representative may file a written appeal with the Mayor's office (copied to the Department Director) within five (5) working days after the Department Director's Step 2 response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Department Director or his designee shall respond in writing within five (5) working days. The parties shall submit the grievance to the Mayor or his/her designee at a Step 3 hearing within ten (10) working days after the Mayor's office receives the written appeal. The Step 3 hearing officer shall respond in writing to the Grievant and the Department Director within five (5) days after the Step 3 hearing.

Step 4. Arbitration: If after Step 3 the grievance is not settled either party may, within ten (10) working days after the date of the Step3 decision, request to proceed to binding arbitration. The parties shall confer as soon as possible to try to reach an agreement on an arbitrator. If no agreement can be reached within fourteen (14)days, the parties shall jointly sign and process the necessary paperwork to secure a list of seven potential arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days after the receipt of the list of arbitrators, the parties shall alternately strike names until only one name remains. The remaining name shall be the selected arbitrator. The parties shall alternate striking the first selected arbitrator with each successive request for an arbitration panel. The arbitrator shall be asked to render a written decision within thirty (30) days after the conclusion of the hearing. The cost of the arbitration shall be borne equally by the employer and the Union.

III. Non-Classified Employees

- i. A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of the non-classified employee's contract.
- B. A grievance shall be presented within ten (10) working days after the date of occurrence or the date on which the condition causing the disagreement becomes known. A grievance may only be filed by the grievant. The Grievant may, if he or she so choose, be represented by one employee of the Annapolis Police Department.
- C. Grievances or disputes that arise between the parties shall be settled in the following manner:

Step 1. Immediate Supervisor: If a grievance has been presented as set forth above, the Grievant and/or the representative shall discuss the grievance or dispute with the Grievant's immediate supervisor or his designated representative within five (5) working days after the grievance is presented. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant within five (5) working days after the Step 1 meeting.

Step 2. Department Director: If after Step 1 the grievance has not been satisfactorily resolved, the Grievant and their representative may file a written appeal, with the Department Director, within five (5) working days after the Supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The parties shall discuss the factual situation creating the alleged grievance at Step 2 within five (5) days after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant within five (5) working days after the Step 2 discussion. The decision of the Department Director is final.

IV. Grievance Procedure Coordination

- A. Upon receipt of a written grievance the Grievant's immediate supervisor will forward a copy of the grievance to the Chief's Office.

- B. The Chief's Executive Assistant will track the grievance and ensure the dates for appeal and written responses as outlined in this policy are followed.
- C. Upon resolution of the grievance, the original documentation will be forwarded to the City's Human Resources Department for retention.

V. **Annual Report**

The Chief's Executive Assistant will submit an annual report to the Chief of Police concerning the prior calendar year's grievances. The report will list the nature of all grievances, the step the grievance was resolved and the resolution. The report is due by January 31st.

Michael Pristoop
Chief of Police

References: Annapolis Clerical & Technical Employees, Local 3162 – AFSCME M.O.U. Local 400 United Food and Commercial Workers Union – MOU City of Annapolis Rules and Regulations

1. Accreditation Standards: 25.1.1, 25.1.2, 25.1.3
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Revision: This General Order is new.