

# Cocoa Beach Police Department

## Standard Operating Procedure



<b>Effective Date:</b> May 23, 2017	<b>Replaces:</b> <b>Amends:</b> December 03, 2014	<b>Number:</b> 006.00
<b>Subject:</b> Grievances and Arbitration		<b>Re-evaluation Date:</b>
<b>Distribution:</b> ALL PERSONNEL	<b>Related Standards:</b> (5 <sup>th</sup> Edition) 6.01M, 6.02M, 6.03M	

This order consists of the following numbered sections:

1. Purpose
2. Scope
3. Definitions
4. Policy
5. Rules
6. Procedure
7. Records
8. Appendix
9. References

### 1. PURPOSE

The purpose of this policy is to establish a process and guidelines for the expeditious and equitable resolution of personnel grievances.

### 2. SCOPE

This policy applies to all employees of the Cocoa Beach Police Department.

### 3. DEFINITIONS

- A. Collective Bargaining Agreement – A process, by which working conditions, benefits and compensation are reviewed, maintained, posted and agreed upon during good faith negotiations between management and labor resulting in a written contract.
- B. Grievance - As defined in Section 110.227(4) of Florida Statutes, as the dissatisfaction that occurs when an employee believes that any condition affecting the employee is unjust, inequitable or a hindrance to effective operation. As written in the *Collective Bargaining Agreement (CBA)*, a grievance shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

### 4. POLICY

It is the policy of the Cocoa Beach Police Department to provide all members with a fair and objective process which assists in resolving employment related differences fairly and expeditiously. For members covered under the CBA, it will supersede when applicable, any Cocoa Beach Police Department Policy and/or City of Cocoa Beach Policy in accordance with law.

### 5. RULES

Rules of Grievance Processing:

- A. The office of Chief of Police shall coordinate the grievance procedure. (CFA 6.02)
- B. At any step of this grievance procedure, nothing shall be construed to prevent any bargaining unit member from presenting, at any time, his own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the CBA then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances. However, an employee may appeal any disciplinary action resulting in a loss of pay through the grievances process, including to arbitration, subject to Union being present at all times as an interested party. Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be solely the responsibility of the employee.

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- C. A written grievance shall be dated and signed by the aggrieved employee and the Union representative, if applicable, prior to presenting it to the Chief of Police. The Chief of Police, or designee, shall acknowledge receipt by signing, noting the time and dating same. (CFA 6.01MB)
  - D. A written decision to the employee shall also be forwarded to the Union representative, if applicable, and shall be signed, dated and time noted by the appropriate City representative.
  - E. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. If the City's representative fails to render a decision within the time limit set forth in any step, the grievant shall have the right to advance the grievance to the next step within the time limit set forth for such advancement, said time limit to run from the due date of the City representative's decision.
  - F. All grievances must be reduced to writing, and must set forth:
    - 1. A complete statement of the grievance and facts upon which it is based
    - 2. The remedy or correction requested
    - 3. The section(s) of CBA claimed to have been violated, if applicable
    - 4. Must be presented on the required *Grievance Form* (Appendix)
  - G. At any step of the grievance procedure the aggrieved employee may be accompanied by a Union representative at his/her request only. The Local Union business agent shall be notified of all formal meetings or hearings that are conducted to adjust violations of the Agreement.
  - H. At any step of the grievance procedure, the Chief of Police or the City Manager may appoint a person to act on his/her behalf.
6. **PROCEDURE** (CFA 6.01MA)
- A. Step 1: The grievance will be presented to the Chief of Police within seven (7) calendar days from the date the employee could reasonably be expected to have knowledge of the existence of the facts constituting the grievance. The Chief shall investigate the alleged grievance and have a meeting with the employee and the Union representative within seven (7) days of receipt of the written grievance. The Chief shall notify the employee and the Union representative of his decision, in writing, to include any remedy or adjustment to be made to resolve the grievance, not later than seven (7) calendar days following the meeting. (CFA.6.01MCD)
  - B. Step 2: If the grievance is not settled at the first step, the Union representative and employee may forward a copy of the written grievance to the City Manager within seven (7) calendar days of the decision of the Chief of Police. The City Manager shall conduct a hearing within ten (10) calendar days after receipt of the grievance. The City Manager shall make a decision within ten (10) calendar days after the hearing and notify the employee and the Union representative of the decision in writing. (6.01MAC) (CFA 6.03)
  - C. Step 3: If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration within seven (7) calendar days of the last grievance period. Notice to the City of intent to arbitrate will be in writing. The arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree in the first instance on appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of nine (9) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The expenses of the arbitrator's services shall be borne equally by both parties. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to, or detract from the terms of this contract. (CFA 6.03)
  - D. Termination of any employee subject to the CBA shall permit an employee or Union representative, if the Union representative is serving at the employee's request only, to initiate a grievance beginning at the third step as provided herein.
  - E. Awards or settlements of grievances by the arbitrator will not be retroactive from the filing of the grievance unless specifically determined to be retroactive by the arbitrator.
  - F. The settlement of a grievance by the City at any step, and the terms contained therein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.
  - G. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of the CBA. The arbitrator's decision will be final and binding-provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of the CBA.
  - H. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that

the grievant may have received during the period involved.

I. A grievance filed by the Union may be initiated at Step 2. If the grievance is not satisfactorily resolved between the Union's Business Agent and the City Manager or designee, the grievance may be submitted for arbitration under the provisions of Step 3, above.

J. Civilian members who are non-sworn employees that are not covered under the CBA will follow the procedures as set forth in the *City of Cocoa Beach Employee Guide*, section titled Problem Resolution.

7. **RECORDS**

Records regarding grievances will be maintained in the Records Division and secured in the Records Supervisor's office in a locked storage cabinet. The records shall be purged in accordance with the State of Florida General Records Schedule.

8. **APPENDIX**

Grievance Form

9. **REFERENCES**

Collective Bargaining Agreement dated October 1, 2015 – September 30, 2018

City of Cocoa Beach Employee Guide (2017)

The Florida Senate (2016). F.S.S 110.227- Suspensions, dismissals, reductions in pay, demotions, layoffs, transfers, and grievances. Retrieved April 21, 2017 from:  
<https://www.flsenate.gov/Laws/Statutes/2016/110.227>



**Scott Rosenfeld**  
**Chief of Police**  
**Cocoa Beach Police Department**

Date: 05/09/2017

## ***GRIEVANCE FORM***

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Name of Employee: \_\_\_\_\_

Classification: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

### **STATEMENT OF GRIEVANCE:**

List Applicable Violation

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Adjustment Required:

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Date: \_\_\_\_\_ Signature of Employee: \_\_\_\_\_

Date and Time Presented to Management Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Disposition of Grievance:

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Appendix