



# SACRAMENTO POLICE DEPARTMENT

## GENERAL ORDERS



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### 220.02 EMPLOYEE GRIEVANCES 09-16-91

#### **PURPOSE**

To provide guidelines for personnel wishing to present a grievance arising out of their employment with the Department.

#### **POLICY**

To resolve grievances informally at the lowest possible while providing an orderly procedure for reviewing and resolving them promptly.

#### **PROCEDURE**

##### A. DEFINITIONS

1. GRIEVANCE - A good faith complaint of one or more employees, or a dispute between the City and a Labor Group involving the interpretation, application, or enforcement of the express terms of an agreement.
2. SUPERVISOR - The individual who assigns, reviews and directs the work of an employee.
3. PARTY - An employee, Labor Group, the City or their authorized representatives.

##### B. GENERAL

1. The City of Sacramento and represented Labor Groups shall use this grievance procedure, as agreed upon and which led to an agreement, to process and resolve grievances, except to the extent the City Charter vests jurisdiction elsewhere.
2. This grievance procedure shall not be used to resolve any questions as to whether or not an item is "meet and confer" within the terms of Government Code Section 3500, et. seq.

##### C. GRIEVANCE PROCESS

1. Step One
  - a. Employees believing or having cause for a grievance may contact their supervisor alone or with a representative. If after discussions with the supervisor the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing.
  - b. The grievance statement shall include the following:
    - (1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of the agreement.
    - (2) The remedy or correction requested of the City.
    - (3) The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and either hand carried to the employee's Office Chief or placed in an envelope and delivered to the Office Chief.
    - (4) After the grievance is submitted, the Office Chief or designee shall investigate the grievance.
      - (a) The grieving employee's Office Chief shall assign the first level review to the employee's supervisor upon receipt of the grievance.
      - (b) The Office Chief shall be notified as soon as possible and shall review each grievance prior to the first level response.
    - (5) The Office Chief or the designated representative shall give an answer to the grievance in writing within five (5) standard working days from the time the written grievance is received. The reply shall include the following:
      - (a) A complete statement of the City's position and facts on which it is based.
      - (b) The remedy or correction which has been offered, if any.
2. Step Two
  - a. Employees dissatisfied with the decision rendered in Step One, may appeal their

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grievance within five (5) standard working days.

- b. A hearing of the grievance shall be held within five (5) standard working days of the second step appeal.
- c. The Labor Group representative and the Chief of Police or designee shall answer the grievance within five (5) standard working days after the hearing is held.
- d. The employee has five (5) standard working days to determine whether or not to appeal the grievance to the third step.

3. Step Three

- a. The Labor Group's representative and the designated representative of the City shall meet to hear grievances appealed to the third step.
- b. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.
- c. A written answer shall be made within ten (10) standard working days after the hearing, stating the City's position.

D. ARBITRATION

- 1. If the third step answer is not satisfactory to the employee, the Labor Group may appeal the grievance to arbitration.
- 2. The request for arbitration shall be given in writing to the designated City representative by the Labor Group within ten (10) standard working days from the date of the third step answer.
  - a. An arbitrator may be selected by mutual agreement between the Labor Group representative and the City's representative.
  - b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the American Arbitration Association for a list of five (5) qualified arbitrators.
    - (1) The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator.
    - (2) The first party to strike shall be determined by the flip of a coin.
  - c. The arbitrator shall only interpret the agreement and shall in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Labor Group and the employee.
  - d. All fees and costs shall be born by the party losing the arbitration.
  - e. Either party to this agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the grieved party has not followed the steps outlined for processing a grievance.
  - f. No matter shall be considered as a grievance unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the 30-day time limit for filing grievances may be extended.
  - g. If the City fails to respond to the grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step. However, in the event the City fails to respond to the third step grievance within ten (10) workdays after the grievance hearing and the time limits have not been extended by mutual written consent, and if the Labor Group appeals to arbitration, the City's position at the second step shall be the City's position at the arbitration.
- 3. The Labor Group representative shall have the authority to settle grievances for the Labor Group for employees at the respective steps of the grievance procedure.

E. WITNESSES

Per the City's agreement, employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto.