

Police Discipline Review Comparison

Jurisdiction	Governing Document	Source of Authority	Scope of Arbitrator’s Review	Link to Governing Document
Limited Scope of Review				
Bloomington, Illinois	<p>Agreement between City of Bloomington + Police Benevolent and Protective Association [May 2017 – Apr. 2020]</p> <p>Article 3, Section 3.4; Article 5, Section 5.1(b).</p>	Collective bargaining	<p>The arbitrator considers and decides only the specific issue submitted and submits a written decision, based upon interpretation of the meaning or application of the agreement to the facts of the grievance presented.</p> <p>“A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the officer is proved, which is defined as that which renders the officer’s continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position.”</p>	<p>https://www.cityblm.org/Home/ShowDocument?id=15390</p>

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Eugene, Oregon	<p>Contract between City of Eugene + Eugene Police Employees' Association [July 2019 – June 2022]</p> <p>Article 35 – Grievance Procedure; Section 35.8; Subsections (c); (e)</p>	Collective bargaining	<p>“The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. S/he shall have no authority to . . . substitute his/her judgment for that of the City in any instance where the City is exercising its operational prerogatives under this agreement, or to decide on any condition which is not specifically treated in this agreement.”</p> <p>“The arbitrator, in weighing questions of discipline or discharge for cause, may review whether such actions were decided by the Department reasonably consistent with City and departmental guidelines on disciplinary matters. This provision is not intended to restrict the authority of the City or Department to establish or modify rules and regulations for the conduct of employee discipline, nor is it intended to deny the City or Department the right to vary from established procedures where the particular circumstances of a case reasonably require variance.”</p>	<p>https://www.eugene-or.gov/ArchiveCenter/ViewFile/Item/5644</p>

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Grand Rapids, Michigan	<p>Agreement between City of Grand Rapids + Grand Rapids Police Command Association [July 2019 – June 2022]</p> <p>Article 6 – Grievance; Section 4; Subsection B(5).</p> <p>Article 7 – Discharge and Discipline; Section 8; Subsection C</p>	<p>Collective bargaining pursuant to Act 379 of the Public Acts of 1965</p>	<p>“The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement.”</p> <p><u>If an employee provides false information during a Section 8 hearing</u> which pertains materially to the nature of the complaint, such violation is proper cause for summary discharge. In such limited situations, the arbitrator is “limited to a determination of the facts only and shall have no authority to modify the discipline imposed if the facts support the violation.”</p>	<p>https://www.grandrapidsmi.gov/Government/Departments/Labor-Relations</p>

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Ocala, Florida	<p>CBA between City of Ocala, Florida + Florida State Lodge, Fraternal Order of Police (Officers)</p> <p>[Oct. 2019 – Sept. 2022]</p> <p>Article 6 – Grievance Procedure; Section 6.19.4</p> <p>Article 7 – Discipline; Section 7.2.1</p>	<p>Collective bargaining pursuant to Case No. RC-88-074 by the Florida Public Employee Relations Commission</p>	<p>“The arbitrator shall have no power to . . . consider, revise or alter the City's judgment as to what constitutes minimum requirements for (a.) quality and quantity of work, or (b.) good cause for discipline as defined in Article 7, "Discipline"; rule in any dispute as to Agreement formation . . .”</p> <p>“The arbitrator may rescind or reduce the discipline imposed by the City only: (a) if, in a ‘non-serious’ case, the progressivity required in Section 7.1 was not followed (e.g., that in a suspension case the grievant had not received a written warning or in a discharge case the employee had not received a written warning and a suspension); and (b) in any case, the employee did not engage in the conduct attributed to him.”</p>	<p>https://www.ocalafl.org/home/showpublisheddocument?id=23159</p>