

USF System   USF   USFSP   USFSM

**Number:** USF10.213  
**Title:** Administration, Staff, and Temporary Employee Grievances  
**Responsible Office:** Administrative Services/Human Resources

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(1)(a) Grievances can occur when an employee believes that: a term(s) and/or condition(s) of his/her employment is unjust; in non-disciplinary matters, a USF System Regulation or Policy has been wrongfully applied to him/her or applied in a manner that violates the Regulation or Policy; or a disciplinary action taken against him/her is inappropriate.

(b) An employee may file a grievance in accordance with these Regulations if he/she believes that:

1. A term(s) or condition(s) of employment is unjust;
2. In non-disciplinary matters, a USF System Regulation or Policy has been wrongfully applied to him/her or applied in a manner that violates the Regulation or Policy; or
3. A disciplinary action is inappropriate.

(c) Non-permanent employees (Temporary employees or Staff employees without permanent status in any class) and temporary Administration employees may file a grievance only if they believe that a USF System Regulation or Policy has been wrongfully applied to them or applied in a manner that violates the Regulation or Policy. Such employees may not grieve any action beyond the Informal Resolution process, as defined below.

(d) Except as noted in (1)(c) above, grievances regarding layoffs from established positions as defined in these Regulations, non-disciplinary matters, reprimands, and/or actions that do not involve a substantial interest are grievable only through the Informal Resolution process, as defined below.

(e) Except for non-permanent employees and temporary Administration employees, a grievance filed by any employee for disciplinary actions that involve a suspension without pay, involuntary reduction in pay, involuntary demotion, or dismissal, or a grievance filed for other matters involving a substantial interest, may be processed after the waiver or completion of the Informal Resolution process to the next stage of Step 1, as defined below.

(f) Administrative leave, voluntary reductions in pay, voluntary demotions, and oral and written counseling are not disciplinary actions and may not be grieved by any employee.

(g) Removal of pay additives or temporary pay increases, correction of overpayments, or reduction to the maximum of the pay range do not constitute a reduction in pay action and may not be grieved by any employee.

(h) The following employees do not have a right to grieve termination:

1. Non-permanent employees or temporary Administration employees;
2. Administration employees when their appointment ends after they have received a written notice of non-reappointment or have received a written notice upon appointment that employment will cease on the date indicated with no further notice of cessation of employment required; and
3. Employees who voluntarily resign from employment with the USF System.

(i) Non-permanent employees or temporary Administration employees do not have the right to grieve layoff, as defined in these Regulations.

(j) A performance evaluation cannot be grieved unless it is alleged that the evaluation is based on factors other than performance. Such evaluation is grievable only through the Informal Resolution process, as defined below.

(k) Claims of illegal discrimination are to be filed with the Office of Diversity and Equal Opportunity and any grievance or part of a grievance that makes such claims will not be processed under this Regulation.

## (2) Step 1 of the Grievance Process

(a) To maintain his/her rights under these Regulations, an employee must file a Step 1 Grievance by the close of regular business hours no later than thirty (30) calendar days after the

act(s) or omission(s) which the employee knows, or should know, constitutes the basis for the grievance. The employee must submit the Step 1 Grievance to the Division of Human Resources.

(b) The Step 1 Grievance must be in writing signed by the Grievant, and must include the following information, at a minimum:

1. The name of the Grievant and of the Grievant's representative, if any, including contact information;

2. A statement specifying which Regulation(s) or Policy (s) the Grievant believes was violated, if any;

3. A brief description of the act(s) or omission(s) which the Grievant alleges is the basis for the grievance;

4. The names (including contact information) of any witnesses or of those who have direct knowledge of the alleged act(s) or omission(s); and

5. An explanation of what the Grievant is seeking in order to resolve the matter. A Grievant may also provide any documents that he/she believes support the grievance and is encouraged to do so.

(c) If the Grievant fails to file the signed Step 1 Grievance by the deadline or to include all of the information required for a Step 1 Grievance, the Grievant has no right to further processing of the grievance. The USF System will be under no further obligation to process the grievance and will notify the Grievant that the grievance will not be processed.

(d) The USF System encourages open communication between employees and supervisors to address employee concerns before an employee believes it is necessary to file a grievance. The USF System is committed, whenever possible, to address employee concerns through Informal Resolution. By filing a Step 1 Grievance, a Grievant consents to a mandatory thirty (30) calendar day Informal Resolution process.

(e) The initial thirty (30) calendar day Informal Resolution time period may be extended for a specific period of time by mutual written agreement between the Grievant and the USF System. This agreement will specifically state any deadline(s) for submitting documents or information

required to process the grievance. Upon mutual agreement, the parties may agree to an indefinite extension of the Informal Resolution period.

(f) Notwithstanding Section (2)(d), of this Regulation, the Grievant may specifically request a waiver of the Informal Resolution process for matters involving a substantial interest. This request must be made in writing at the time of filing the Step 1 Grievance and must fully explain the reasons or extenuating circumstances in support of the request for a Step 1 meeting without participating in the Informal Resolution process. For matters involving a substantial interest, the Informal Resolution process will be waived by the Division of Human Resources, without the Grievant's request or consent, when determined to be in the best interests of the USF System.

(g) If the Grievant takes no action on the grievance during the Informal Resolution process, the USF System will treat the grievance as if it is resolved in a satisfactory fashion and accepted by the Grievant at the end of the Informal Resolution period. The USF System will discontinue any and all further processing of the grievance and will notify the Grievant that all processing of the grievance has ceased.

(h) If the grievance is not resolved in accordance with the Informal Resolution process provided for in these Regulations, and the grievance is eligible for processing at the next stage of Step 1, as defined above, the Division of Human Resources will designate the USF System's Step 1 Representative.

(i) The Step 1 Representative will meet with the Grievant within fourteen (14) calendar days after:

1. The USF System's acceptance of the Grievant's request for waiver of the Informal Resolution process;
2. The Division of Human Resources' waiver of the Informal Resolution process; or
3. The end of the Informal Resolution process.

At the Step 1 meeting, the Grievant may, if he/she chooses, present additional information or documents for consideration by the Step 1 Representative. The Step 1 Representative may review and/or use any additional business records of the USF System that are believed to be relevant to the processing of the grievance.

(j) The Step 1 Representative must issue a written decision no later than thirty (30) calendar days after the Step 1 meeting, unless the Step 1 Representative and the Grievant mutually agree to an extension in writing.

(3) Step 2 of the Grievance Process - Arbitration

(a) If the Grievant is not satisfied with the Step 1 decision and the matter involves a substantial interest, the Grievant may submit a request for arbitration in accordance with this Regulation.

(b) A request for arbitration must be filed by the close of regular business hours no later than fourteen (14) calendar days after the Grievant receives the written Step 1 decision. The request must be submitted in writing to the Office of the General Counsel with a copy to the Division of Human Resources. The request must be signed by the Grievant and must include the following:

1. A copy of the Step 1 Grievance and all associated documents;
2. A copy of the Step 1 decision;
3. If applicable, a list of the Regulation(s) and/or Policy(s) the Grievant believes may have been misapplied in the Step 1 decision; and
4. A brief description of the basis for challenging the Step 1 decision.

The Grievant may also provide any documents that he/she believes will support the request for arbitration.

(c) It is the Grievant's obligation to file the Step 2 request for arbitration in accordance with this Regulation. If a Grievant fails to file the request by the deadline, to sign the request, or to include all of the information required for the request, the Grievant has no right to further processing of the request. The USF System will be under no further obligation to process the request and will notify the Grievant of the reasons why the arbitration will not be conducted.

(d) A Grievant's withdrawal at any point after filing a request for arbitration will constitute a dismissal of the action with prejudice.

(4)(a)1. Within twenty (20) days of the filing of the request for arbitration, the USF System will notify the Grievant of the name of the next scheduled arbitrator.

2. Either party may object to the appointment of this arbitrator and request the name of the next available arbitrator within ten (10) calendar days.

3. Upon the appointment of this arbitrator, the previously non-objecting party may file an objection within ten (10) calendar days.

4. Unless both parties mutually object to the third arbitrator appointed, this arbitrator will conduct the arbitration.

5. The USF System will coordinate with the arbitrator to arrange the date, time, and place of the arbitration, and such communications will not be deemed to be an inappropriate, unethical, or ex parte communication.

6. For purposes of this section only, all notices and/or objections must be received by the other party within the required time period, unless extenuating circumstances interfere with the party's ability to comply.

(b)1. In any non-disciplinary matter or in any non-disciplinary aspect of a case involving multiple issues, the Grievant has the burden of proof on those non-disciplinary issues at all times.

2. In any disciplinary matter or in any disciplinary aspect of a case involving multiple issues, the USF System has the burden of proof on those disciplinary issues at all times.

(5)(a) The arbitrator's authority is to determine whether the USF System had just cause to impose discipline or, for matters not involving discipline, whether the action was appropriately taken by the USF System.

(b) The arbitrator may use the Florida Rules of Civil Procedure to govern the arbitration. If the arbitrator intends to use any other Rules, he/she must notify the parties no later than ten (10) calendar days before the arbitration.

(c) The arbitrator must issue his/her decision within sixty (60) calendar days of the completion of the arbitration. The arbitrator's decision is binding.

(d) Neither party may appeal the arbitrator's decision except in accordance with Florida law.

(6) In the event a Grievant is represented by any employee representative entity, the USF System and that entity will equally bear any fees and/or costs charged for the arbitration. In all other cases, the losing side will be charged any such fees and/or costs for the arbitration process.

(7) Time limits in this Regulation will be calculated in accordance with the Florida Rules of Civil Procedure unless otherwise specified in this Regulation.

(8) No reprisal of any kind will be made by the USF System or Grievant against any Grievant, witness, or designated representative, or any other participant in the grievance procedure by reason of such participation in the grievance process.

*Authority: Art. IX, Sec. 7, Fla. Constitution; Fla. Board of Governors Regulation 1.001.*

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