
	Florida State University Police Department	
Grievance and Complaint Procedures		
Revision Effective Date: 09/01/17	General Order 401	Attachments: Complaint Forms
Rescinds/Amends: 10 (07/27/16), 10-10	Distribution: Department-Wide	CFA Reference: 6.01; 6.02; 6.03
	Pages: 12	

Policy

Grievance and Complaint Procedures

Good management practices recognize that a carefully designed and equitable grievance process can help to reduce personnel dissatisfaction, improve morale, identify problems within the organization, and increase the positive perceptions employees have of this agency. Therefore, it shall be the official policy of the Florida State University Police Department (FSU PD) to adhere to the provisions of Federal and state laws, rules and regulations established by the Florida Board of Governors/Division of Higher Education/Department of Education, University Board of Trustees, the University, and the current collective bargaining agreement(s) with the Florida Police Benevolent Association (FPBA).

Procedures

A. University Complaint Procedure for University Support Personnel System Employees (USPS) and Administrative and Professional (A&P)

General Information. It is the policy of Florida State University to provide University Support Personnel System (USPS) and Administrative and Professional (A&P) employees with an internal complaint procedure to provide a formal mechanism to bring complaints to the attention of management and to address those complaints. There shall be no reprisals against any of the participants for participation in this complaint procedure.

1. An employee who has a complaint or grievance is encouraged to discuss with his or her supervisor the option of utilizing the University's Mediation Program that is administered by the Employee Assistance Program (EAP) prior to the filing of a formal complaint or grievance. Additional information on the EAP Mediation Program may be obtained from the University's EAP Office. Any request to hold the time limits for the filing of a complaint or grievance in abeyance must first be approved in writing by the Director, or designee of Employee and Labor Relations, University Human Relations Department.
2. A regular status employee may file a complaint concerning employment or alleging that the University failed to comply with the University complaint procedure and request specific action by the appropriate University official.
3. A University Support Personnel System employee who does not have regular status may file a complaint concerning only non-disciplinary matters affecting the employee's terms and conditions of employment with the immediate supervisor and, finally, the next level supervisor.

B. Terms/Definitions

1. The term “complaint” for the purposes of these procedures is defined as an allegation made by the employee that any condition affecting the employee’s terms and conditions of employment is unjust, inequitable, or creates a problem. An employee shall not have the right to file a complaint concerning evaluations of performance unless the employee alleges that the evaluation is based on factors other than performance.
2. The term “complainant” shall mean a University Support Personnel System (USPS) employee who has been directly affected by an act or omission of the University or its representative and who has filed a complaint under this process.
3. The complaint procedure is an informal, non-adversarial, in-house means of addressing employee complaints. Complaints will not be processed which are or become the subject of any other administrative or judicial proceeding.
4. The arbitration appeal process covers suspensions, reduction in pay, transfers, layoffs, demotions, job abandonment, and dismissals. These actions are not subject to the complaint procedure.
5. The vice president responsible for the area in which the complainant is employed and/or the Director, or designee of Employee and Labor Relations has been designated to resolve complaints on behalf of the University.

C. Time Limitations

The time limitations established in this policy are imposed to ensure timely consideration and response by management to the complaint. When circumstances necessitate, the parties may mutually agree to waive the time limitation with the approval of the Director, or designee of Employee and Labor Relations.

1. Failure of the University at any step of this procedure to communicate the decision on the complaint within the specified time limit shall permit the complainant to proceed to the next step. Failure of the complainant to initiate action at any step of this procedure within the specified time limit shall be deemed a waiver of the complaint.
2. In the event that any action falls due on a Saturday, Sunday, or state or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
3. In the event the resolution of the complaint results in an award to the complainant, the award shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the complaint under consideration, and in no event more than thirty (30) days prior to the filing of the complaint.

D. Applicability

1. Employees with regular status in the USPS shall have access to the full complaint procedure. Employees who have not achieved regular status in the USPS may pursue this complaint procedure only through their immediate supervisor and the next level supervisor whose decision shall be final. Employees who do not have regular status shall not have the right to a review of their complaint by a Complaint Review Officer.
2. Employees who are on A&P regular and multi-year appointments shall have access to the full complaint procedure. A&P employees on other appointments may pursue this complaint procedure only through their immediate supervisor and the next level supervisor whose decision shall be final. A&P employees in other appointments shall not have the right to review their complaint by a Complaint Review Officer.

E. **Initial Action (Step 1)**

When an employee feels that a complaint exists, the employee should arrange a meeting with the immediate supervisor. This meeting must be held within thirty (30) calendar days from the date that the employee became aware of the act or condition that is the basis of the complaint. The complaint may be expressed orally or in writing. It is the intent of Florida State University that, whenever possible, complaints be resolved at this stage through discussions between the employee and the immediate supervisor. The immediate supervisor must respond to the employee's complaint within five (5) calendar days of the first meeting. (Complaint Form - Part B)

F. **Filing a Written Complaint (Step 2)**

Regular employees who do not consider their complaint resolved after meeting with their immediate supervisor shall file their complaint in writing using a FSU USPS and A&P Complaint Procedure Form (Complaint Form - Part A). The complaint will not be reviewed by supervisors above the level of the immediate supervisor unless the complaint is filed in written form. The complaint at Step 2 should be filed with the employee's immediate supervisor within five (5) calendar days of receiving the reply to the initial action (Step 1) from the immediate supervisor.

NOTE: *At the same time, the employee shall furnish a copy of the written complaint to the Director of Employee and Labor Relations who will determine if the complaint is one of which the University has control. If it is determined that the subject matter of the complaint is beyond the control of the University, the employee shall be notified in writing. Copies of the complaint and the decision that the grievance is beyond the control of the University will be sent to the appropriate vice-president.*

NOTE: *If requested, a member of the Employee/Labor Relations staff of the Department of University Human Resources will assist both the employee and the supervisor in completing the written complaint form. The employee should be specific in the written complaint and clearly show what action is requested to resolve the complaint.*

1. The employee should submit one (1) copy of the written complaint to the immediate supervisor, and retain one (1) copy. Upon receiving the complaint from the employee, the immediate supervisor will provide a written response on the form and forward it to the next level of supervision. (Complaint Form - Part B) (This should be done expeditiously since there is a ten [10] day limitation on the response time at Step 2.) If the second level supervisor deems it appropriate, the written complaint may be forwarded to the next higher level of supervision for review.
2. The second level supervisor should arrange for a meeting with the complainant to ensure a full and complete discussion of the problem with all levels of management deemed appropriate. The second level supervisor is encouraged to consult with others as necessary in order to fully investigate the complaint where it is considered appropriate.
3. Efforts to resolve the complaint should be made up to and including review at the dean, director or department head level, if necessary. The written response from these levels of supervision shall be returned to the employee within ten (10) calendar days of receipt of the written complaint. (Complaint Form - Part C)
4. At the request of either the complainant, or the dean, director, chairperson, or vice-president, a member of the Employee/Labor Relations staff will be present at the meeting to provide assistance as needed. The staff member will assist in any problem resolution and ensure that no violation of University rules or regulations occurs.

G. Request for Review by Complaint Review Officer (Step 3)

1. If the review by the second level supervisor, and the written response provided by the second level supervisor are unsatisfactory to the employee, the employee may request a further review by a Complaint Review Officer within five (5) calendar days of receiving the written response to the employee's written complaint (Step 2). The employee should submit the request for review by a Complaint Review Officer, along with the complete file of the complaint, to the Director, or designee of Employee and Labor Relations, with a copy to the employee's immediate supervisor. The employee should submit any pertinent information to be included in the complete complaint file for consideration by the review officer. The complaint procedure does provide for the use of witnesses, and as such, the written information provided should include the name, job title, and telephone number of individuals who have first-hand information concerning the complaint. The employee should also indicate, in detail, the information that can be provided by the listed individuals. (Complaint Form - Part D)
2. If the employee desires to have a representative respond to the questions of the review officer, the name, title, and telephone number of the representative should also be included in the documentation submitted to the Director, or designee of Employee and Labor Relations.
3. At the same time the employee requests a review by a Complaint Review Officer, the employee's department should immediately submit to the Director, or designee of Employee and Labor Relations the names of those who participated in the departmental review. The department should also include the name, title, and telephone number of the departmental representative who will provide additional information if requested by the Complaint Review Officer. (Complaint Form - Part E)
4. All of the written material submitted for the Complaint Review Officer's review must be complete, concise, and specific to the point of clearly identifying the problem and specifically stating the action or remedy that the employee desires. Should the Director, or designee of Employee and Labor Relations believe that the written complaint is not sufficiently specific or that the requested information has not been provided, the Director, or designee of Employee and Labor Relations may request additional information from all parties to the complaint. The Director, or designee of Employee and Labor Relations shall be responsible for assuring the employee's complaint is either resolved at Step 1 or 2, or to ensure a Complaint Review Officer is appointed to hear the complaint within ten (10) calendar days from the date the appointment of a Complaint Review Officer was requested.

H. Selection of and Responsibilities of Complaint Review Officer

Upon receipt of the request for review by a Complaint Review Officer, the Director, or designee for Employee and Labor Relations shall appoint an individual from the University community, outside the division of the complaining employee, to act as the Complaint Review Officer.

The Complaint Review Officer may choose between conducting a complaint meeting; conducting an investigation; or reviewing the written record in order to establish facts, conclusions, and recommendations. The Complaint Review Officer further:

1. Assures the review is thorough and objective.
2. Assures the review is fair and completely impartial.
3. Makes arrangements for a suitable place to conduct the investigative interviews, or conduct the complaint meeting (if required), and provides notice to all parties.
4. Assures that the investigative interview or the complaint meeting (if required) is conducted in an orderly manner.
5. Assures that the investigative interviews or the complaint meeting (if required) is recorded by a recording instrument.

6. Assures that all witnesses provide oral evidence only under oath or affirmation.
7. Prepares a written summary of the findings of fact, conclusions of law, if applicable, and makes recommendations to the appropriate University vice-president for final University action.

I. **Final Decision by University Vice President**

The appropriate University vice-president shall furnish the complainant a written decision on the complaint within ninety (90) days from the date it is filed at the written step (Step 2). The decision of the University vice president shall be final in all complaints.

J. **Failure to Comply with Complaint Procedure**

An employee who believes that the University failed to comply with the Complaint Procedure should contact the Employee/Labor Relations Section of the Department of University Human Resources to advise of the failure to comply with the Complaint Procedure. The Department of University Human Resources will review the matter, and take appropriate action to ensure that management fulfills its responsibility to comply with the Complaint Procedure.

K. **Collective Bargaining Grievance Procedure--FPBA [CFA 6.01 A].**

USPS employees classified as Law Enforcement Officers, Law Enforcement Corporal, Law Enforcement Sergeant and Law Enforcement Investigator (all sworn employees) may use the grievance procedure outlined in Article 5 of the FPBA Collective Bargaining Agreement.

General Information. The University Board of Trustees, the University, the Police Department, and the FPBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee without need for recourse to the formal grievance procedure prescribed in Article 5 of the FPBA collective Bargaining Agreement. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of Article 5.

1. "Grievance" defined. Grievance means a dispute filed with the University's management representative ("Step One") using Appendix "C" of the Collective Bargaining Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted.
 - a. All grievances must be filed within fourteen (14) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.
 - b. The receipt of the grievance will be acknowledged by noting the date and person receiving the grievance [CFA 6.01 B.].
 - c. The allegations in the grievance will be affirmed or denied in writing [CFA 6.01C.].
 - d. The remedy or adjustment, if any, to resolve the grievance will be made in writing [CFA 6.01 D.].
2. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. FPBA may file a grievance in a dispute over a provision of this Agreement, which confers rights upon FPBA.

3. "Management Representative" means an individual designated to hear grievances on behalf of a University. The Chief of Police or his designee from the command-level staff shall be responsible for coordinating the grievance process with the Director, or designee of Employee and Labor Relations [CFA 6.02].
4. A grievant that decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the FPBA. A grievant shall not be represented by a FPBA Representative who is in a supervisory or subordinate position to the employee in that university.
 - a. When the grievant has elected FPBA representation, both the grievant and the FPBA Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the FPBA Representative, and any decision agreed to by the Chief Administrative Officer and the FPBA shall be binding on the grievant.
 - b. If the grievant is not represented by the FPBA, the Management Representative shall timely notify the FPBA such that the FPBA is given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The processing of the grievance and any resolution will be in accordance with the terms of the Collective Bargaining Agreement.
 - c. The FPBA shall not be bound by the decision of any grievance of arbitration in which the grievant was not represented by the FPBA.
5. Except for suspensions, the filing or pendency of any grievance under the provisions of Article 5 shall in no way operate to impede, delay, or interfere with the right of the University to take the action it proposes, subject to the final disposition of the grievance. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.
6. The resolution of a grievance prior to its appeal in writing to Step 2 shall not establish a precedent binding on the Board, the FPBA, or the University. Only those acts or omissions and sections of the Collective Bargaining Agreement identified at Step 1 may be considered at subsequent steps. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
7. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.
8. Each grievance request for arbitration notice must be submitted in writing on the appropriate form as shown in Appendices D of the Collective Bargaining Agreement booklets, and signed by the grievant. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.
9. Grievances involving oral reprimands shall be subject to the grievance procedure in Article 5, but only through Step 1.
10. Grievances involving written reprimands shall be subject to the grievance procedure in Article 5, but only through Step 1.
11. Grievances Involving Suspension, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within fourteen (14) days from the date of receipt of notice from the University, by personal delivery, or by certified mail return receipt requested, a complaint by an employee with regular status concerning a suspension, dismissal, disciplinary demotion, or reduction in base pay may be grieved and processed through arbitration in accordance with the Grievance Procedure in Article 5 of the Collective Bargaining Agreement.

12. Probationary Employees. An employee covered by the FPBA Collective Bargaining Agreement who has not attained regular status with the University shall not have access to the grievance procedure as outlined in Article 5 of the Agreement, when disciplined.

L. **Grievance Procedures**

Grievance procedures consist of two specific steps:

1. Step 1 (Meeting). The Management Representative shall schedule a meeting between the grievant, the grievant's Employee Grievance Representative, grievant's supervisor, or other appropriate individuals no sooner than seven (7) days and no later than fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's Employee Grievance Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
 - a. Where practicable, the Management Representative shall make available to the grievant or grievant's Employee Grievance Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.
 - b. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Employee Grievance Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.
 - c. If the grievance is not satisfactorily resolved at Step 1, the grievant and the University may agree to participate in a mediation conference prior to proceeding to Step 2. The mediation conference must be concluded within thirty (30) days. The costs of the mediation shall be evenly split by the parties.
2. Step 2 (Arbitration). If the grievance is not resolved at Step 1, or at mediation, the PBA Staff Representative may appeal the Step 1 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix D, within fourteen (14) days after receipt of the decision at Step 1. If the PBA did not represent the grievant at Step 1, the grievant may appeal the grievance to Arbitration.
 - a. The University and the PBA may, by written agreement, submit related grievances for hearing before the same arbitrator.
 - b. The arbitrator shall be one person from a panel of five (5) permanent arbitrators, mutually selected by the University and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the five (5) arbitrators within sixty (60) days following the signing or effective date of this Agreement, whichever is later, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15)

- arbitrators. The University and the PBA shall select the arbitrator(s) by alternately striking from the list until the required numbers of names remain. The party to strike first shall be determined by the flip of a coin.
- c. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 5.2.B.3.
 - d. Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. If agreement cannot be reached, the arbitration shall be held in Tallahassee.
 - e. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - 1) The arbitrator shall issue his/her decision not later than forty-five (45) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - 2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - 3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
 - 4) The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.
 - f. The arbitrator shall be without power or authority to make any decisions:
 - 1) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law; or
 - 2) Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.
 - g. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - 1) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than fourteen (14) days prior to the filing of the grievance; and
 - 2) The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.

- h. The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.
- i. The PBA will not be responsible for costs of an arbitration to which it was not a party.

M. Time Limits

- 1. Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any Step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.
- 2. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the FPBA where appropriate, to proceed to the next Step.
- 3. The time limits specified in any Step of this procedure may be extended, in any specific instance by written agreement.
- 4. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.
- 5. In the event that any action falls due on a Saturday, Sunday, or holiday (observed as a State holiday), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

N. Exceptions

- 1. Nothing in Article 5 of the Collective Bargaining Agreement shall be construed to permit the FPBA or an employee to process a grievance: 1) on behalf of any employee without his/her consent, or 2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when rush filing becomes necessary to meet federal filing deadlines pursuant to 42, U.S.C. Section 2000, et. seq.
- 2. The Employee/Labor Relations Section, Department of University Human Resources, and the FPBA may mutually agree to waive Step 1 of the grievance procedures in order to expedite the processing of a grievance.

O. USPS and A&P Arbitration Appeal Procedure (Sec. 6C2-4.070, FAC) [CFA 6.03]

An employee who has earned regular status in his/her current classification and A&P employees shall have the right to appeal to an arbitrator any suspension, dismissal, layoff, demotion, job abandonment, transfer, or reduction in pay, provided that the employee has not signed a statement indicating the action was voluntary. An employee whose position is classified to a lower class shall have the right to appeal only the reduction in pay, if any, which has occurred as a result of the demotion appointment.

- 1. When an action is both appealable under Section 6C2-4.070, F.A.C., and grievable under a collective bargaining agreement, the employee shall have the option of using either procedure. The filing of the arbitration request form constitutes a waiver of any rights to review of the matter under an applicable collective bargaining agreement, Chapter 120, Florida Statutes, or other Florida Board of Governors, University Board of Trustees, or University review procedures. If the employee seeks a review of a matter in alternative forum after requesting arbitration

under this rule, or fails to appear at the scheduled arbitration hearing, the Board and the University shall have no obligation to proceed further.

2. If an employee requests an arbitration, the employee shall, within 14 working days after the receipt of notice of the employment action from the University, file with the Employee/Labor Relations Section, Department of University Human Resources office a completed Arbitration Request Form. This form is incorporated by reference and is titled "Arbitration Request" pursuant to Section 6C2-5.950 (4), F.A.C., and can be obtained from the Director, or designee of Employee and Labor Relations. A copy of the form must also be filed with the Chief Administrative Officer and the employee's immediate supervisor.
3. Failure to initiate an arbitration request within the time limits prescribed shall be deemed a waiver of the right to arbitration. In the event of a question regarding timeliness of any notice, the date of receipt if transmitted in person or the postmark if transmitted by mail, shall be determinative.
4. After the Request for Arbitration has been received, the Director, or designee of Employee and Labor Relations will determine whether the request has been filed in accordance with the provisions of this section and shall notify the employee or his/her representative, the University, and immediate supervisor of this determination. Additionally, the employee will be mailed a copy of this rule.
5. The Director, or designee of Employee and Labor Relations shall select an arbitrator on a rotational basis from an odd-numbered panel of at least three arbitrators maintained by the University and shall notify the University representative and the employee or his/her representative of the arbitrator selected. If the parties do not agree on the arbitrator selected, the selection shall be made by alternatively striking names from the panel. The right of first strike shall be determined by a coin toss. The employee will receive notice of the identity of the arbitrator selected and may request disqualification of the arbitrator based on cause within five calendar days or receipt of the notice. Cause is present when it appears the arbitrator was chosen through corruption, fraud, or other undue means.
6. The University will pay all fees and expenses for the arbitrator. However, if an employee is represented by the employee's collective bargaining agent, the arbitrator's fees and expenses shall be paid by the party who fails to prevail in the arbitration or evenly split if the award sustains the appeal in part and denies it in part.
7. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration and shall be responsible for scheduling a reporter to record the proceedings. The party desiring the transcript shall be responsible for the appearance fee of the reporter and the cost of obtaining an original transcript. The requesting party shall provide the other party a photocopy of the transcript received from the reporter and deliver the photocopy to the other party within five calendar days after receiving the copy of the transcript from the reporter.
8. The employee may self-represent or be represented. If the employee elects to be represented, the employee must deliver, or send to the Employee/Labor Relations Section, Department of University Human Resources within five working days after filing a Request for Arbitration, a written statement indicating the name, address, telephone number and qualifications of the representative and confirming that the employee as well as the representative will be present during the arbitration hearing, and that the employee agrees to this representation.
9. If the aggrieved employee participates during working hours in the arbitration, the employee's compensation will not be affected by the time spent at the arbitration hearing. The employee must notify the immediate supervisor seven days in advance of his/her anticipated absence. An employee will not be permitted to prepare the case during working hours.
10. The burden of proof shall be on the employee in layoff, demotion, reduction in pay and transfer actions when not taken as disciplinary action, and in job abandonment. The burden of proof

shall be on the employer in suspension, dismissal, demotion, and reductions in pay, when taken as disciplinary actions.

11. The arbitrator shall neither add to, subtract from, modify, nor alter the provisions of these rules, University rules and policies or procedures, or an applicable collective bargaining agreement. Arbitration shall be confined solely to the application and/or interpretation of those provisions and limited to the matters in the Request for Arbitration Form submitted for arbitration. No statements of opinion or conclusions not essential to the determination of the matters submitted shall be permitted.
12. The arbitrator shall not review managerial decisions other than to ensure that such actions are in accordance with the applicable procedures under review. In the case of suspension, dismissal, and reduction in pay taken as disciplinary action, the arbitrator shall determine whether there is just cause for such action.
13. The arbitrator shall hold the hearing at the city where the main campus of the University is located, unless otherwise agreed by the parties. The hearing shall commence within 30 working days of the arbitrator's acceptance selection, or as soon thereafter as is practicable.
14. The arbitrator may subpoena witness and compel the production of documents pertinent to the appeal. All requests for subpoenas must be made to the arbitrator no later than 10 working days prior to the arbitration date and each party is responsible for providing its own witnesses and documents which it wishes to present.
15. Within 60 calendar days, the arbitrator shall issue to the University and the employee a written order, which may affirm, reverse, or alter the decision of the University. The employee and the University agree that the decision of the arbitrator shall be final and binding on both parties. No judicial review of the arbitration order is available except as provided by Chapter 682, F.S.

P. Complaint/Grievance Procedure Coordination

The coordination of the complaint/grievance procedure shall be the responsibility of the Chief of Police or designee from the command-level staff, with technical/procedural assistance provided by the Employee/Labor Relations Section, Department of University Human Resources [CFA 6.02].

Q. Maintenance of Records

Complaint/grievance documents shall be placed in the employee's personnel file maintained by the Police Department and shall be placed in the employee's official personnel file maintained by the Department of University Human Resources. Records shall be in compliance with Florida Statutes Chapters 119, Florida Public Records Law and Chapter 257, State Archives Law.

Glossary

Administrative and Professional (A&P) - The positions classified by the University which describe those employees who have been determined to be comparable to General Faculty classifications in their effect on the accomplishment of university or the State University System mission and goals.

Florida Police Benevolent Association (FPBA) - The exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the University Law Enforcement bargaining unit.

Regular Status - A status earned by a USPS employee in class, after completing the specified probationary period for that class with satisfactory service, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.

University Support Personnel System (USPS) - The classification and pay plan approved and administered by the University for all authorized and established positions of the University, with the exception of those positions designated by the University as being included in either the General Faculty or Administrative and Professional classification and pay plans.

Indexing

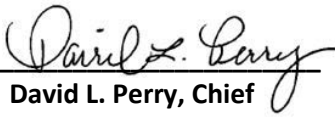
Arbitration
Collective Bargaining Grievance Procedure, FPBA
Grievance Committee
Grievance Procedure
Grievance Procedure Coordination
Grievance Time Limits
University Grievance Procedure

Attachments:

Complaint forms for University Support Personnel System Employees (USPS) and Administrative and Professional (A&P)
Complaint Form (Appendix C) for FPBA Collective Bargaining members

Resources:

Complaint procedures and forms for USPS and A&P are located at hr.fsu.edu
Complaint procedures and forms for FPBA Collective Bargaining members are located in the FPBA Agreement

MTC 08/23/17 Filed: General Order 401
Title: Complaint and Grievance Procedures
Approved:  David L. Perry, Chief
Date: 08/23/17