

**NOTICE OF PROPOSED REGULATION REPEAL(S)**

Date: February 26, 2025

**REGULATION TITLE:**  
See Attachment "A".

**REGULATION NO.:**  
See Attachment "A".

**SUMMARY:** UF Human Resources proposes to repeal regulations 3.045, 3.047, 3.058, and 3.059. These regulations in their entirety are related to a UF employee classification title, University Support Personnel System (USPS), that is no longer active. Therefore, these regulations are obsolete and unnecessary and should be repealed.

**AUTHORITY:** See Attachment "A"

**COMMENTS CONCERNING THE PROPOSED REGULATION REPEAL(S) SHOULD BE SUBMITTED WITHIN 14 DAYS OF THE DATE OF THIS NOTICE TO THE CONTACT PERSON IDENTIFIED BELOW.** The comments must identify the regulation on which you are commenting.

**THE PERSON TO BE CONTACTED REGARDING THE PROPOSED REGULATION AMENDMENT IS:** Kathy Gowan, Legal Assistant II, 123 Tigert Hall, Post Office Box 113125, University of Florida, Gainesville, Florida 32611, 352-392-1358 office, 352-392-4387 facsimile, [regulations@ufl.edu](mailto:regulations@ufl.edu).

**NAME OF PERSON WHO APPROVED THE PROPOSED REGULATION REPEAL(S):**  
Melissa Curry, Vice President of UF Human Resources

**THE FULL TEXT OF THE PROPOSED REGULATION REPEAL(S) ARE ATTACHED TO THIS NOTICE.**

**Attachment “A”**

<b>Regulation Number</b>	<b>Regulation Title</b>	<b>Authority</b>
3.045	University Support Personnel System (USPS) Predetermination and Arbitration Appeal Procedures for Employees with Permanent Status	BOG Regulation 1.001
3.047	University Support Personnel System; Disciplinary Procedures	Specific Authority: 1001.74(4), 1012.92(1), (3) FS. Law Implemented: 1001.74(19), 1012.92 FS.
3.058	University Complaint Procedure for University Support Personnel System Employees	BOG Regulation 1.001
3.059	Pay Upon Appointment and Probationary Status After Promotion; University Support Personnel System Employees	BOG Regulation 1.001

~~REGULATIONS OF THE  
UNIVERSITY OF FLORIDA~~

~~3.045 University Support Personnel System (USPS) Predetermination and Arbitration  
Appeal Procedures for Employees with Permanent Status.~~

~~(1) — Predetermination procedures for USPS employees with permanent status.~~

~~(a) — Written Notice — Prior to the dismissal, suspension, or disciplinary reduction in  
pay of a permanent employee, the University shall give the employee written notice as  
follows:~~

~~1. — The employee shall be given written notice of the proposed action at least five  
(5) days prior to the date the action is to be taken.~~

~~2. — If the employee is available, the notice shall be hand delivered to the  
employee and the employee shall acknowledge receipt. Otherwise, the notice shall be  
mailed to the employee by certified mail, return receipt requested. The mailed notice shall  
be considered received by the employee even if refused or ignored.~~

~~(b) — Contents of Notice — The notice shall be signed by the person authorized to  
make the final decision or his or her designated representative and shall include the following:~~

~~1. — The effective date of the University's proposed final action;~~

~~2. — The specific charges or reasons for the action;~~

~~3. — A list of documents on which the charges or other reasons are based; and  
a statement that documents shall be available to the employee upon request;~~

~~4. — A statement that the employee may, within two (2) workdays of receipt of the  
notice, submit a request in writing for a conference at which the employee may make an oral~~

~~or written statement, or both, to the University to refute or explain the charges or reasons for the action; and the name, address, and telephone number of the person to whom the request for a conference shall be directed;~~

~~5. — A statement that the requested conference must be held prior to the proposed effective date of the action, at a time and place determined by the University, normally during regular business hours, and that the employee may bring a representative to advise and assist;~~

~~6. — A statement that the University of Florida desires to reduce the risk of error in taking the action against the employee and to avoid damaging the employee's reputation by untrue or erroneous charges, and therefore, the University is interested in receiving and considering the employee response; and~~

~~7. — A copy or summary of the predetermination procedures shall be enclosed with the notice.~~

~~(e) — Conference — If a conference is requested by the employee, it must be conducted by the person(s) authorized to make the final decision or his or her designated representative(s) as follows:~~

~~1. — The person(s) conducting the conference shall convene the conference at the time and place set by the University and shall identify all participants. He or she shall explain that the purpose of the conference is to hear the employee's response to the charges in order to protect the employee from erroneous or arbitrary adverse action, to afford the University an opportunity to reevaluate its position after reviewing the information presented by the employee, and to thereafter affirm or alter the disciplinary action as may be warranted.~~

~~2. — The conference shall be informal and shall not be in the nature of an evidentiary~~

hearing. The employee may bring a representative to assist or advise him or her, but discovery, cross-examination, and similar legal procedures are not permissible.

3.——The employee shall be permitted to submit relevant information, orally or in writing, or both, with the privilege being reserved to the University of Florida to give such information the weight it deems proper. The employee shall be informed that if he or she chooses to make no response, the University of Florida will proceed on the basis of the best information it can obtain without such response.

4.——After the conference is conducted, the employee shall be notified, as soon as practicable, that the proposed final action will be effective on a specific date, that the proposed final action has been revised, or that no action will occur.

(d)——Decision——After the conference, if the University determines that it will proceed with the reduction in pay, suspension, or dismissal of the employee, the employee shall be notified in writing by personal delivery or by certified mail, return receipt requested, within five (5) workdays from the date the action is effective, of the employee's right to appeal to an arbitrator under subsection (2) below. If the employee occupies a position included in a certified bargaining unit, the employee shall be further notified that he or she may, in the alternative, use the unit's grievance procedures as provided in the applicable collective bargaining agreement.

(e)——During the period between the first notice and the effective date of the action, one of the following options shall be used by the University: retain the employee in his or her usual duties; temporarily assign the employee to other duties; place the employee on vacation leave; or place the employee on administrative leave.

(f)——Extraordinary Situations.

~~1. — The President or President's designee shall immediately suspend an employee from performance of his or her duties when the President or designee has reason to believe that the employee's presence on the job would adversely affect the functioning of the University or would jeopardize the safety or welfare of other employees. The President or designee shall determine whether a suspension shall be with or without pay based on the severity of the misconduct and the threat to safety.~~

~~2. — If oral notice is given, written notice of such action, and the reasons therefore, must be furnished to the employee within twenty-four (24) hours.~~

~~3. — Written notice in an extraordinary situation shall include a statement of the reasons for such action and shall be sent by certified mail, return receipt requested, or hand delivered and the employee shall acknowledge receipt.~~

~~4. — Notice of a suspension or dismissal shall include a statement that the employee has a right to appeal to an arbitrator under subsection (2) below.~~

~~(1) — USPS Arbitration Appeal Procedures.~~

~~(a) — An employee who has earned permanent status in his or her current classification shall have the right to appeal to an arbitrator any suspension, dismissal, layoff, demotion with reduction in pay, job abandonment, 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, that has occurred as a result of the demotion appointment.~~

~~1. — If an employee requests an arbitration, the employee shall, within ten (10) working days after the receipt of notice of the employment action from the University, file with Human Resource Services a completed Arbitration Request Form. This form is~~

~~incorporated by reference and is titled Arbitration Request Form, arb-req Rev. 2/04, and can be obtained from the Office of Employee Relations, Human Resource Services, 903 West University Avenue, Gainesville, Florida. A copy of the form must also be filed with the President or designee and the employee's immediate supervisor.~~

~~2. — 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.~~

~~3. — After the Request for Arbitration has been received, the Vice President for Human Resource Services will determine whether the request has been filed in accordance with the provisions of this section and shall notify the employee or his or her representative, the Dean or Director, and the Vice President responsible for the college, major budgetary unit, or administrative unit in which the grievant is employed of this determination. Additionally, the employee will be mailed a copy of this regulation.~~

~~4. — The Vice President responsible for the college, major budgetary unit or administrative unit in which the grievant is employed, or the Vice President's designee, shall serve as the University representative in the arbitration.~~

~~5. — The Vice President for Human Resource Services shall select an arbitrator on a rotational basis from an odd-numbered panel of at least seven (7) arbitrators maintained by the University and shall notify the University representative and the employee or his or her representative of the arbitrator selected. If the parties do not agree on the arbitrator selected, the selection shall be made by alternately 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 (5) days of receipt of the notice. Cause is present when it appears the arbitrator was chosen through corruption, fraud, or other undue means.~~

~~6.—When an action is both appealable under this regulation 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, Fla. Stat., or other University review procedures. If the employee seeks a review of a matter in an alternative forum after requesting arbitration under this regulation or fails to appear at the scheduled arbitration hearing, the University shall have no obligation to proceed further.~~

~~(b)—Fees and Expenses.~~

~~1.—All reasonable fees and expenses for the arbitrator will be paid by the University.~~

~~2.—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(1) week prior to the date of the arbitration and shall be responsible for scheduling a reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript and one (1) copy for the party originally requesting a transcript of the proceeding. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five (5) calendar days after receiving the copy of the transcript from the reporter.~~

~~(c)—The employee may self represent or be represented. However, if the employee seeks to be represented by an employee organization, then the employee must follow the~~



~~grievance procedures of the applicable collective bargaining agreement. If the employee elects to be represented, the employee must deliver or send to the Vice President for Human Resource Services within five (5) working days after filing an Arbitration Request form, 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.~~

~~(d) — 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 (7) days in advance of the anticipated absence. An employee will not be permitted to prepare the case during working hours.~~

~~(e) — Hearing.~~

~~1. — The arbitrator shall hold the hearing in the City of Gainesville, unless otherwise agreed by the parties. The hearing shall commence within thirty (30) working days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. Arbitration proceedings shall be conducted in accordance with this regulation, supplemented by the Labor Arbitration Rules, published by the American Arbitration Association, as Amended and Effective on August 1, 2007.~~

~~2. — Within thirty (30) working 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.~~

~~3. — 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, Fla. Stat.~~

~~(f) Authority of the Arbitrator.~~

~~1. The arbitrator shall neither add to, subtract from, modify, or alter the provisions of University regulations, 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. 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 a disciplinary action, the arbitrator shall determine whether there is just cause for such action.~~

~~2. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding non-reappointment, assignment, or severity of disciplinary action, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated these regulations.~~

~~3. The burden of proof shall be on the employee in layoff, demotion, reduction in pay, and relocation actions when not taken as a 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.~~

~~4. The arbitrator's order and award may reinstate an employee, with or without back pay. The back pay award shall not exceed the amount of pay the employee would otherwise have earned at the employee's regular rate of pay and shall not be retroactive to a~~

~~date earlier than the date of the occurrence of the event giving rise to the action at issue. In no situation will the award exceed the actual loss to the employee or provide attorney fees to either party.~~

~~5. — The arbitrator may not award other monetary damages or penalties.~~

~~6. — The arbitrator may reduce a dismissal to a suspension for such time as the arbitrator may fix, or reduce the period of suspension, which order shall be binding on the University and employee concerned.~~

~~(g) — 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 issues, in accordance with the provisions of paragraph (2)(e) above.~~

~~Authority: BOG Regulation 1.001.~~

~~History: New 5-1-96, Amended 3-2-03, 12-31-03, 5-30-04, Formerly 6C1-3.045, Amended 3-16-10 (technical changes only), Amended 3-17-17.~~

RULES OF REGULATIONS OF THE

UNIVERSITY OF FLORIDA

~~6C1-3.047 Finance and Administration; University Support Personnel System; Disciplinary Procedures.~~

~~(1) — The University of Florida shall administer standards for performance and conduct to ensure timely and equitable disposition of disciplinary problems. Discipline ranging from oral reprimands to dismissal can be imposed for just cause as defined in Rule 6C1-Regulation 3.046(1), F.A.C.~~

~~(2) — The University of Florida has adopted the following standards which that shall govern the manner and extent to which disciplinary action is taken. Levels of penalties are dependent upon the seriousness of the offense and any aggravating or mitigating circumstances, or as otherwise required by law. The concept of progressive discipline is endorsed dependent upon the offense. Each situation is assessed on a case-by-case basis, however, the University shall consider other discipline-related offenses collectively when in the best interest of the University of Florida. Appropriate disciplinary penalties include: oral reprimand, written reprimand, suspension without pay, or dismissal.~~

~~(3) — STANDARDS FOR PERFORMANCE AND CONDUCT.~~

~~(a) — Unsatisfactory Attendance. Unsatisfactory attendance includes: failure to obtain approval prior to any absence from work except in the case of proven emergency, failure to notify or call during an absence, an attendance record of recurring absences even if the majority of absences were necessary and/or excused, a pattern of absences, and tardiness.~~

~~(b) — Misconduct. Conduct, on or off working hours, that adversely affects the~~

~~employee's ability to perform his or her duties, or which adversely affects the University's ability to carry out its assigned mission. Misconduct may include but is not limited to: sexual harassment, threatening and/or abusive language, theft, fighting, falsification, insubordination, horseplay, possession, use, and/or distribution of non-prescribed drugs, possession or use of firearms, conviction of a crime, drinking on the job or reporting to work under the influence of alcohol or drugs, improper use of state property, leaving work area without permission, loafing, sabotage, sleeping on duty, strike or concerted activity, unauthorized solicitation, violation of safety practices, disruptive conduct, failure to follow instruction and retaliation.~~

~~(c) — Negligence. The failure to use ordinary or reasonable care in, or the omission of or inattention to, the performance of assigned duties. Negligence is synonymous with carelessness, lack of care and lack of attention.~~

~~(d) — Violation of provision of law, university rule, or departmental policy, procedure, or practice that is either verbal, written, or understood.~~

~~(4) — If a USPS employee enrolls in TEAMS while having work performance and/or disciplinary issues, corrective actions shall continue in the new pay plan.~~

Specific Authority: BOG Regulation 1001.74(4), 1012.92(1), (3) FS.

Law Implemented ~~1001.74(19), 1012.92 FS.~~

History: ~~New 8-26-81, Formerly 6C1-3.19, Amended 3-6-85, 5-14-85, Formerly 6C1-3.47, Amended 2-9-87, 5-21-89, 6-28-98, 10-31-99, 6-27-02, 2-3-03, 7-19-05. Formerly 6C1-3.047.~~

~~REGULATIONS OF THE  
UNIVERSITY OF FLORIDA~~

~~3.058—University Complaint Procedure for University Support Personnel System  
Employees.~~

~~(1)—General Information.~~

~~(a)—The purpose of this regulation is to establish a prompt and efficient procedure for  
addressing employee complaints by University Support Personnel System (USPS) employees.~~

~~(b)—The primary objective of the complaint procedure is to maintain sound employee  
relations. This process allows employees to bring complaints to the attention of management  
with the assurance that they will receive a review and be accorded fair and equitable treatment  
without regard to race, creed, color, sex, sexual orientation, religion, national origin, political  
opinions or affiliations, age, genetic information, veteran status as protected under the Vietnam  
Era Veterans' Readjustment Assistance Act, disability, or marital status.~~

~~(c)—A permanent 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.~~

~~(d)—A USPS employee who does not have permanent status may file a complaint  
concerning only nondisciplinary matters affecting the employee's terms and conditions of  
employment with the immediate supervisor and, finally, the next level supervisor. The USPS  
Complaint Form, DHR-USPS/CF-12/02 which is incorporated herein by reference, developed  
and maintained by Human Resource Services, 903 West University Avenue, Post Office Box  
115002, Gainesville, Florida 32611.~~

~~(2) — Definitions:~~

~~(a) — The term “complaint,” for the purposes of this process, 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.~~

~~(b) — The term “complainant” shall mean a 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.~~

~~(c) — The complaint procedure is an informal, non-adversarial, in-house means of addressing employee complaints. Complaints will not be processed which that are or become the subject of any other administrative or judicial proceeding will not be processed.~~

~~(d) — The arbitration appeal process covers suspensions, reductions in pay, transfers, layoffs, demotions with a reduction in pay, job abandonment, and dismissals. These actions are not subject to the complaint procedure.~~

~~(e) — The vice president responsible for the area in which the complainant is employed and/or the Vice President for Human Resource Services or designee has been designated to resolve complaints on behalf of the University.~~

~~(3) — Time Limits:~~

~~(a) — A complaint shall be filed no later than ten (10) working days from the date that the complainant knew or should have known of the act or omission about which the complaint is being made.~~

~~(b) — All time limits contained in the complaint procedure may be extended by mutual~~

~~agreement of the parties. An extension should be freely granted unless to do so would impede the resolution of the complaint.~~

~~(c) — Upon the failure of the complainant to file a complaint within the time limits provided in this procedure or any extension thereof, the complaint shall be deemed to have been resolved at the prior step.~~

~~(d) — The term “days” shall mean working days.~~

~~(4) — Step One: Oral Discussion with Supervisor: An employee may informally present a complaint to the employee’s supervisor for discussion, consideration, and resolution within ten (10) working days from the date that the complainant knew or should have known of the act or omission about which the complaint is being made. Informal resolution is encouraged and a written complaint should only be filed after an informal resolution has proven unsuccessful. The supervisor should respond to the employee within ten (10) working days from the date of the discussion.~~

~~(5) — Step Two: Department Head Review.~~

~~(a) — If the employee is not satisfied with the Step One decision, the employee may present a written complaint to the administrative head of the employee’s department within ten (10) working days from receipt of oral reply from the employee’s supervisor. A copy of the written complaint shall be furnished to the employee relations manager assigned to the area. The written complaint should be clear, concise, and specifically detail what action is requested to resolve the complaint. Complaint resolutions which that are beyond the reasonable control of the University shall be denied.~~

~~(b) — The administrative head of the employee’s department, generally the director or a designee, will arrange for a meeting with the employee. The department head determines the~~



~~scope of the review of the complaint and will decide if consultation with others is appropriate. The department head will provide a written response to the complainant within twenty (20) working days from the receipt of the written complaint.~~

~~(6) — Step Three: Final Decision by Vice President. If the employee is not satisfied with the Step Two decision, a written request for review may be made through the employee relations manager to the vice president for the area in which the complainant is employed. The request for review must be made within ten (10) working days from the date of the receipt of the written response in Step Two. A copy of the request should also be provided to the department head. The vice president will review the written record and furnish a decision in writing to the employee within twenty (20) working days from the date of receipt of the complaint. A review of the written record is sufficient and no meeting is required. The decision of the vice president, or the vice president's designee, shall be final in all complaints.~~

~~Authority: BOG Regulation 1.001.~~

~~History: New 3-6-85, Formerly 6C1-3.58, Amended 2-9-87, 11-20-90, 7-15-97, 2-11-03, 7-19-05, Formerly 6C1-3.058, Amended 3-16-10.~~

~~REGULATIONS OF THE  
UNIVERSITY OF FLORIDA~~

~~3.059 Pay Upon Appointment and Probationary Status After Promotion; University Support Personnel System Employees.~~

~~(1) — Current University employees who have attained permanent status in any class may apply for a promotion, demotion, or reassignment by submitting a current employee Promotion/Reassignment/Demotion Application, Form DHR-PRD-02 Revised 2/04, incorporated herein by reference and which can be obtained from the Human Resource Services, 903 West University Avenue, Post Office Box 115002, Gainesville, Florida 32611.~~

~~(2) — A University employee making such application will be treated according to current University of Florida regulations. Upon the employee's acceptance of a promotion, demotion, or reassignment, all other pending requests will be cancelled. New requests for promotion or reassignment to position(s) outside the college, division, or department of current assignment will not be accepted for a period of six (6) months or, with respect to promotion, until permanent status in the new class has been attained, whichever date is later. Additionally, employees occupying positions covered by collective bargaining agreements will be treated in accordance with any specific provision of the applicable current contract related to such actions.~~

~~(3) — Advanced appointment rates for original promotion, reassignment, and demotion appointments.~~

~~(a) — A USPS applicant who receives a regular appointment to a USPS position must be paid the minimum of the pay grade for the class to which the applicant is appointed. A salary at a rate of pay which exceeds the minimum can be authorized, provided adequate funds are available~~

~~if the applicant possesses exceptional qualifications or the department can demonstrate an inability to recruit other acceptable applicants.~~

~~(b) — When a university employee receives a regular promotional appointment in the USPS, the employee must be paid at the minimum of the pay grade for the class to which he or she is appointed. A promotional salary increase which exceeds the minimum can be authorized provided adequate funds are available and the unit's budgetary officer has approved the increase before any commitment to the employee is made regarding salary adjustment.~~

~~(c) — If an employee is demoted prior to achieving permanent status in any class, the employee's salary in the lower class is determined in the same manner as an original appointment to the lower class.~~

~~1. — If an employee who holds permanent status in the USPS is demoted following promotion to a class in which permanent status has not been obtained, the employee's pay should be reduced to their former rate of pay for the class in which the employee last held permanent status, plus any scheduled salary adjustment the employee would have received in the lower classification.~~

~~2. — A USPS employee who is demoted after achieving permanent status shall receive pay commensurate with the responsibilities assigned. The employee's pay shall remain unchanged or decreased depending upon the employment needs of the department or unit, but not below the minimum of the pay range.~~

~~(d) — A USPS employee who reassigns to a position with the same paygrade shall receive pay commensurate with the responsibilities assigned. The employee's pay shall remain unchanged or decreased depending upon the employment needs of the department or unit, but not below the minimum of the pay range.~~

~~(4) — Probationary Status After Promotion.~~

~~(a) — A permanent USPS employee who is promoted and fails to perform satisfactorily in the new position shall be notified in writing as soon as possible that his or her work performance is unsatisfactory and that he or she will not attain permanent status in the class. The receiving department shall provide the employee with ninety (90) days to seek a vacant position in a class where permanent status has been obtained previously or in another position for which the employee qualifies.~~

~~(b) — Should the employee be unsuccessful in securing another position by the expiration of the ninety (90) day period, or if the employee refuses an offer of employment, the employee may resign or action will be initiated to effect the dismissal of the employee for just cause.~~

~~Authority: BOG Regulation 1.001.~~

~~History: New 4-27-88, Amended 12-27-90, 7-1-96, 6-28-98, 10-31-99, 5-22-01, 3-2-03, 5-30-04, Formerly 6C1-3.059, Amended 3-16-10 (technical changes only).~~