

Issue: Qualification – Compensation (other); Ruling Date: June 20, 2014; Ruling No. 2014-3909; Agency: University of Virginia; Outcome: Not Qualified.



***COMMONWEALTH of VIRGINIA***  
***Department of Human Resource Management***  
***Office of Employment Dispute Resolution***

**QUALIFICATION RULING**

In the matter of the University of Virginia  
Ruling Number 2014-3909  
June 20, 2014

The grievant has requested a ruling from the Office of Employment Dispute Resolution (“EDR”) at the Department of Human Resource Management (“DHRM”) on whether his February 4, 2014 grievance with the University of Virginia (the “University”) qualifies for a hearing. For the reasons discussed below, this grievance does not qualify for a hearing.

FACTS

In June 2012, the grievant entered into an agreement with the University regarding the payment of certain educational expenses. Subsequently, on January 16, 2014, the University sent the grievant a “demand letter.” This letter advised the grievant that the University believed he was in breach of the agreement and provided the grievant three options for either repaying the funds paid by the University pursuant to the agreement or providing proof of his satisfaction of the terms of the agreement. The letter also advised the grievant that if he failed to comply, the University would seek legal recourse.

On or about February 4, 2014, the grievant initiated a grievance challenging the University’s issuance of the demand letter. The grievant asserts that the agreement is unenforceable and alleges the University is making “unsupportable” threats regarding the agreement. After proceeding through the management steps, the agency head declined to qualify the grievance for a hearing. The grievant now appeals that determination to EDR.

DISCUSSION


Although state employees with access to the grievance procedure may generally grieve anything related to their employment, only certain grievances qualify for a hearing.<sup>1</sup> In this case, the grievant challenges the University’s ability and efforts to enforce a contractual agreement regarding the payment of educational expenses. The basis of the grievant’s claim appears to be an assertion that the agreement is unenforceable as a matter of law.

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<sup>1</sup> See *Grievance Procedure Manual* § 4.1.

The disputes relating to the enforcement of a contractual agreement between an employing agency and an employee, as raised in this case, do not fall within the types of cases that qualify for hearing as enumerated under the grievance statutes and the grievance procedure.<sup>2</sup> This dispute involves questions of law more properly determined by a legal proceeding in a court of appropriate jurisdiction than through the grievance procedure. As a result, we must conclude that the grievant's February 4, 2014 grievance does not qualify for hearing. We further note that this ruling only determines that this issue does not qualify for a hearing under the grievance statutes. It does not address whether there may be some other legal or equitable remedy available to either the University or the grievant in relation to this claim.

EDR's qualification rulings are final and nonappealable.<sup>3</sup>



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Christopher M. Grab  
Director  
Office of Employment Dispute Resolution

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<sup>2</sup> See Va. Code § 2.2-3004; *Grievance Procedure Manual* § 4.1(b), (c). EDR notes, however, that there could be circumstances in which similar cases could result in qualification for hearing. Such circumstances do not exist here.

<sup>3</sup> See Va. Code § 2.2-1202.1(5).