



8 February 2024

Email not displaying properly? [View it in your browser](#)

## Enforcing the Contract

The [contract](#) protects employee rights and privileges by governing the terms and conditions of employment. But it means little if management ignores it; the contract must be *enforced*.

- **How is the Contract Enforced?** The contract is enforced by the *grievance process*, which *arbitration* keeps honest.
- **What the New Law Says.** The law bans arbitration in many cases - and some administrators are already running amok.
- **Filling the Air with Lawyers.** In the real world, this new law will lead to a LOT of litigation.
- **About the Grievance Process.** *When* (not *if*) the contract is violated, what do we do?



## UNION TOWNHALL

Next week, on Friday, February 16, at 12 noon, we will hold a [Virtual Townhall](#). All UFF USF employees, members and non-members alike, are invited. Get a Zoom link from [the Chapter Secretary](#) (everyone on the chapter meeting invitation list will receive a Zoom link). For more details about the Town Hall, [click here](#).

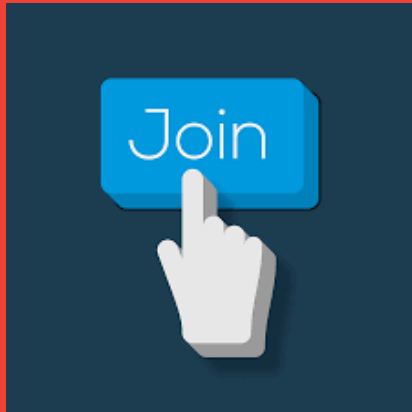
## Chapter Meeting

Chapter Meeting Friday, February 9 at noon in EDU 415 on the USF Tampa Campus. All UFF USF employees - members and non-members alike - are invited to attend. But to Zoom in you must have a link: contact [the Chapter Secretary](#) to get one. Meetings and events are [posted on the Events Calendar](#) of the [UFF USF Website](#). Come and check us out.

And don't forget to send in your [Showing of Interest Cards](#) (both of them, please, with your full name on paper) to the United Faculty of Florida, 30238 USF Holly Dr., University of South Florida, Tampa, FL 33620.



Meanwhile, the UFF USF Chapter is holding its annual election. Here is the [Call for Nominations](#); all nominations are due by next Friday, **February 16**. We encourage all UFF USF members to participate by running and / or voting. Here is the [nomination form](#); fill it in and send it to [the Election Chair](#).



## Union Membership

If you are not a union member, please [join today](#) (the form connects automatically to the eDues form, so you will want to have your banking information or checkbook information handy). We are stronger standing together in solidarity.



## How is the Contract Enforced?

Legally, the union's job is bargaining *and enforcing* a contract. Enforcement is a matter of vigilance: if the USF Administration violates the contract, the employee whose rights or privileges files a *grievance* complaining that the contract has been violated. This *grievance process* is described below; the important point here is that the final step in the process is *arbitration*.

If a grievance reaches this last step, an arbitrator is selected from a panel of arbitrators provided by the [Federal Mediation and Conciliation Service](#). The arbitrator hears both sides and decides on a resolution. While the arbitrator cannot substitute her judgment for that of the Administration (the arbitrator cannot, for example, require that the Board of Trustees grant tenure to someone), the arbitrator can compel the Administration to follow the contract (e.g., if procedures were violated and tenure was denied, an arbitrator can require that the board give the employee another chance).

So having arbitration at the end of the grievance process deters

administrators from violating employee rights and privileges: the Administration would prefer not to go to arbitration (especially since arbitration sets precedents). So arbitration reinforces the grievance process, and by dealing with contract violations, the grievance process reinforces the rest of the contract.



## What the New Law Says

Lines 274 - 284 of [2023 Senate Bill 266](#) says:

*Notwithstanding [s. 447.401](#) or any other law related to faculty grievance procedures, personnel actions or decisions regarding faculty, including in the areas of evaluations, promotions, tenure, discipline, or termination, **may not be appealed beyond the level of a university president or designee** . . .*

Since arbitration involves an appeal beyond the level of a university president, this law bars arbitration for "evaluations, promotions, tenure, discipline, or termination". And whether or not this law is constitutional, its deterring effect has already been compromised: the union's Grievance Committee is already dealing with summary dismissals of instructors (**in one case, the instructor was told in the middle of a class to leave**) in two different colleges. The contract requires a process for such dismissals, but without arbitration, some administrators in those two colleges evidently felt enabled. . .

Now that the cat's away, the mice are at play.



## What the Lawyers Say

So what now? There are several problems with the law. For example, our lawyers say it violates the Florida state constitution (which says that employees have the right to form unions to represent them) *and* the U.S. Constitution (which says that states have to honor contracts). Those are only two of the problems with the bill, and our lawyers are hopeful.

On the other hand, litigation . . . takes . . . a . . . long . . . time. Meanwhile, the union will continue to handle grievances. We do

not know if the Administration will deal with administrators who violate employee rights and privileges, but unless the Administration does so, the situation will continue to deteriorate. With apologies to [Friedrich von Logau](#), though the mills of the law grind slowly, they can grind exceedingly small.

So if you believe that your contractual rights and privileges have been violated, [please contact us](#). **But as the article below emphasizes, you have thirty calendar days to act**



## About the Grievance Process

A *grievance* is a complaint that someone's contractual rights and privileges have been violated; it is *not* a complaint about injustice or incompetence - injustice and incompetence are not, in themselves, violations of the contract. *The grievance has to state which item in the contract was violated.*

**Union members have the right to union representation for a grievance (if they were members at the time of the violation); non-members are on their own.** In the former case, the member can contact the union's [Grievance Committee](#), which will assign a committee member to the case. However, a non-member is on their own.

**A grievance *must* be filed within *thirty calendar days* of the contract violation**, for the Administration may (and invariably does) dismiss all grievances filed late. Once the grievance is filed, the process starts with an informal resolution stage called Step 1. The union and the central Administration will talk to the parties and seek a resolution. If that doesn't work. . .

Next is Step 2, which involves a hearing before the USF president's delegate. If the grievant is a union member, the UFF can do the talking; if not, the grievant hires a lawyer or goes on her own. Hopefully, the hearing office resolves the matter. But if not. . .

If the grievant is not a union member, all that's left is going to court. **But if the grievant is a union member, the union may exercise its right to go to arbitration.** This is expensive and arbitration cases set precedents, so the union takes care.

**It's this last step, *arbitration*, that the new law forbids in many cases.** We are now in court over that.

For more on the grievance process, or if your contraction rights and privileges are violated, see the [Grievance page](#).

---



## Reminder

Don't forget: UFF can only represent an employee in a grievance if that employee was a member at the time of the contract violation. *Our state affiliate, the Florida Education Association, will not let us represent any UFF members who are not on eDues, so if you are a UFF member but did not switch eDues, that should be fixed TODAY.* And don't forget that if there is a contract violation, the grievance must be filed within thirty calendar days.



## Follow us on Social Media

We have a Facebook group: see [United Faculty of Florida at USF](#). This page is a place where UFF members can exchange thoughts and ideas. The page is "public", but only dues-paying UFF members are eligible to post items on the page. If you are a UFF member, ask to join on the page, and the moderator will invite every UFF member that asks to join. Non-members are welcome to look (but you need a Facebook account to do that). So check us out.

- We have a blog: see [The USF Faculty Blog](#). This has news items as they come up.

- We are on Twitter (or X), so follow us on Twitter / X via [@UffUsf](#).
- We even have a You-Tube channel: [check out our videos](#)

If you want to help with media matters, contact [the Communications Committee chair](#).

---

## USF United Support Fund for Food Pantries

Many of our students are struggling during with food insecurity, and the USF Foundation is supporting the [USF Food Pantries](#) to help out. They are accepting non-perishable donations, but one can also make monetary donations for the pantries at all three campuses.

## Details, Details

The USF-UFF Chapter website is <http://www.uff.ourusf.org>, and our e-mail address is [uff@ourusf.org](mailto:uff@ourusf.org). About this broadcast: This Newsletter was broadcast from Constant Contact, and is intended for all members of the UFF USF Bargaining unit (USF faculty and professionals at most departments). A (usually identical) version will be broadcast to USF-News and USF-Talk from [mccolm@usf.edu](mailto:mccolm@usf.edu).

If you do not want to receive the UFF Biweekly, you can unsubscribe below or contacting [the Chapter Secretary](#). If you do not receive the Biweekly, but want to, contact [the Chapter Secretary](#).

United Faculty of Florida | 30238 USF Holly Dr, University of South Florida, Tampa, FL 33620  
We are trying a new look.

[Unsubscribe gmccolm@tampabay.rr.com](#)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by [uff@ourusf.org](mailto:uff@ourusf.org) powered by



Try email marketing for free today!