

**ARTICLE 9**  
***ASSIGNMENT OF RESPONSIBILITIES***

**9.1 Policy. ~~The parties agree that~~**

(a) The assignment of responsibilities to employees is one of the primary practical mechanisms by which the University establishes its priorities, carries out its mission and creates opportunities to increase the quality and integrity of its academic programs and enhance its reputation and stature as a major research university.

(b) An employee’s professional obligation is comprised of both scheduled and non-scheduled activities.

(c) It is part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. While instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee..

(d) No employee’s assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the instructional assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution (ADR) grievance procedure in Sections 9.10-9.13 of this Agreement, which shall be the exclusive method for resolving such instructional assignment disputes.

(e) Each employee shall be given assignments that provide equitable opportunity, in relation to other employees in the same department/unit, to meet the required standards for promotion, tenure, merit salary increases, and, if applicable, renewal of multi-year appointments.

(f) The University shall make a reasonable effort to provide employees with resources, training, facilities and equipment for carrying out their assigned teaching, research and service assignments.

**9.2 Considerations in Assignment.**

(a) The employee shall be granted, upon written request, a conference

39 with the person responsible for making the assignment to express concerns  
40 regarding:

41 (1) the needs of the program or department/unit;

42 (2) the employee's qualifications and experiences, including  
43 professional growth and development and preferences;

44 (3) the character of the assignment, including but not limited to  
45 the number of hours of instruction, the preparation required, whether the  
46 employee has taught the course in the past, the average number of students  
47 enrolled in the course in past semesters and the time required by the course,  
48 whether travel to another location is required, the number of preparations  
49 required, the employee's assignments in other semesters, the terms and  
50 conditions of a contract or grant from which the employee is compensated, the  
51 use of instructional technology, the availability and adequacy of materials and  
52 equipment, clerical services, student assistants, and other support services  
53 needed to perform the assignments, and any changes that have been made in  
54 the assignment, including those which may have resulted from previous  
55 evaluations of the employee; and

56 (4) the opportunity to fulfill applicable criteria for tenure,  
57 promotion, multi-year appointments, and merit salary increases.

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59 (b) If the conference with the person responsible for making the  
60 assignment does not resolve the employee's concerns, the employee shall be  
61 granted, upon written request, an opportunity to discuss those concerns with an  
62 administrator at the next higher level.

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64 (c) The University and the UFF recognize that, while the Legislature  
65 has described the minimum full academic assignment in terms of twelve (12)  
66 contact hours of instruction or equivalent research and service, the professional  
67 obligation undertaken by a faculty member will ordinarily be broader than that  
68 minimum. In like manner, the professional obligation of other professional  
69 employees is not easily susceptible of quantification. The University has the  
70 right, in making assignments, to determine the types of duties and  
71 responsibilities that comprise the professional obligation and to determine the  
72 mix or relative proportion of effort an employee may be required to expend on  
73 the various components of the obligation.

74

75 (d) Furthermore, the University properly has the obligation constantly  
76 to monitor and review the size and number of classes and other activities, to

77 consolidate inappropriately small offerings, and to reduce inappropriately large  
78 classes.

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### 80 **9.3 Annual Assignment.**

81 (a)

82 (a) A tentative assignment of responsibilities shall be provided no later than  
83 May 1. Employees shall be apprised in writing, at the beginning of their  
84 employment and each year of employment thereafter, of the assignment of  
85 effort expected in teaching, research and other creative activities, service,  
86 administration, and of any other specific duties assigned for that year. New  
87 employees shall be informed of assigned duties with their initial  
88 employment agreement.

89

90 (b) Instructional Assignment. The period of an instructional  
91 assignment during an academic year shall not exceed an average of seventy five  
92 days per semester and the period for testing, advisement, and other  
93 scheduled assignments shall not exceed an average of ten days per  
94 semester. Within each semester, activities referred to above shall be scheduled  
95 during contiguous weeks with the exception of spring break, if any. The course  
96 assignment and its enrollment capacity shall be communicated to employees no  
97 later than six (weeks before its starting date

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99 (c) Change in Assignment. Should it become necessary to make  
100 changes in an employee's assignment, the person responsible for making the  
101 change shall notify the employee prior to making such change and shall specify  
102 such change in writing.

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### 106 **9.4 Summer Assignment.**

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108 (a) The supplemental summer instructional assignment, like that for  
109 the academic year, includes the normal activities related to such an assignment  
110 as defined by the department/unit and the nature of the course, such as course  
111 preparation, minor curriculum development, lectures, evaluation of student  
112 efforts, academic advising, research, and department, college, and university  
113 committee meetings.

114

115 (b) The employee may be assigned reasonable and necessary non instructional  
116 duties related to the summer instructional appointment prior to the  
117 conclusion of the academic year appointment.

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### 119 **9.5 Place of Employment.**

120 (a) Principal. Each employee shall be assigned one principal place of  
121 employment, as stated on the annual employment agreement. Where possible,  
122 an employee shall be given at least one full semester notice of a change in  
123 principal place of employment. The employee shall be granted, upon written  
124 request, a conference with the person responsible for making the change to  
125 express concerns regarding such change, including concerns regarding  
126 considerations in assignment as described in Section 9.2, above. Voluntary  
127 changes and available new positions within the department shall be considered  
128 prior to involuntary changes, if practicable.

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130 (b) Secondary. Each employee shall be given at least  
131 ninety days written notice of assignment to a secondary place of  
132 employment. The employee shall be granted, upon written request, a  
133 conference with the person responsible for making the change to express  
134 concerns regarding such change. Travel expenses shall be paid at the state rate  
135 and in accordance with the applicable provisions of state law.

136

137 (c) When an employee's principal place of employee is an UCF Connect  
138 Partner, the employee shall follow the host institution's open and closure  
139 schedule. If a closure occurs, an employee can perform their assignment in  
140 manner and place determined by the employee. Personal travel to a UCF  
141 campus other than their principal place of employment shall be reimbursed at at  
142 the state rate and in accordance with the applicable provisions of state law.

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### 144 **9.6 Work Schedule.**

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146 (a) Work schedules shall be established, , so that  
147 the time between the beginning of the first assignment and the end of the last  
148 assignment for any one day does not exceed nine hours unless the employee  
149 and the supervisor agree to a schedule with longer hours.

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151 (b) The time between the end of the last assignment on one day and the

152 beginning of the first assignment for the next day shall be at least twelve hours  
153 unless the employee and the supervisor agree to a  
154 schedule with a shorter time off between days.

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156 (c) An employee's work preferences should be honored to the extent possible.

## 157 158 **9.7 Office Hours**

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160 (a) Employees shall hold an average of one office hour per week for each  
161 classroom or on-line course for which they are the instructor of record.  
162 Additional office hours may be scheduled by appointment.

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164 (b) Office hours shall be scheduled to accommodate demand during advising  
165 periods, before examinations, and other times of peak student demand.

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167 (c) Employees may hold office hours on-line for mixed mode and on-line  
168 courses.

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171 **9.8 Workweek.** Work hours for all employees shall not normally  
172 exceed forty (40) hours per week. Time shall be allowed within the normal  
173 working day for research, teaching, service, administration or other activities  
174 required of employee, when a part of the assigned duties. Supervisors shall  
175 make appropriate reductions or adjustments in the number of hours scheduled  
176 in recognition of evening, night, and weekend assignments, and for periods  
177 when an employee is on call or works more than 40 hours a week. Evenings,  
178 nights, and weekends when an  
179 employee is on call shall be considered in making other assignments. See  
180 Article 17 regarding schedule adjustment for holiday assignment.

## 181 182 **9.9 Instructional Technology.**

183 ~~(a) "Instructional technology material" includes video and audio~~  
184 ~~recordings or transmissions, motion pictures, films, slides, photographic and~~  
185 ~~other similar visual materials, electronic and digital media, computer programs,~~  
186 ~~programmed instructional materials, exhibits, and combinations of the above~~  
187 ~~materials, which are prepared or produced in whole or in part by an employee~~  
188 ~~and that are used for instruction. All distance and distributed learning courses~~  
189 ~~and/or modules are included in this definition.~~

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~~(b) The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.~~

~~(c) The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 2, prior to their implementation.~~

~~(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner is appreciably greater than that associated with a traditional course;~~

~~(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;~~

~~(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and~~

~~(4) Compensation, including recognition in an employee's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.~~

~~(d) The employee shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.~~

~~(e)~~

~~(1) Provisions governing releases to be obtained when the~~

228 ~~University has an interest in instructional technology are contained in Article~~  
229 ~~18. Consistent with such provisions and prior to the use of the instructional~~  
230 ~~technology materials described in Section 9.9(a), above, releases shall be~~  
231 ~~obtained from persons appearing in, or giving financial or creative support to~~  
232 ~~their development or use, and the employee shall certify that such development~~  
233 ~~or use does not infringe upon any existing copyright or other legal right. The~~  
234 ~~employee shall be liable to the University for judgments resulting from such~~  
235 ~~infringements.~~

236 ~~(2) The University shall assist the employee in obtaining~~  
237 ~~releases regarding instructional technology materials when:~~

238 ~~a. the University has asserted an interest in such~~  
239 ~~materials; or~~

240 ~~b. the University has assigned the employee to develop~~  
241 ~~such materials.~~

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## 243 **9.10 Assignment Dispute Resolution.**

244 (a) Policy. The University and the United Faculty of Florida agree to  
245 the following procedure as the exclusive method of resolving disputes under  
246 Article 9 of the Agreement that allege that an employee's assignment has been  
247 imposed arbitrarily or unreasonably.

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249 (b) Grievance Filing. An employee who alleges that the instructional  
250 assignment has been imposed arbitrarily or unreasonably may file a grievance  
251 under Article 20 of the BOT/UFF Agreement only to enforce the exclusive  
252 Assignment Dispute Resolution (ADR) procedure delineated below, not to  
253 seek a determination as to whether an instructional assignment has been  
254 arbitrarily or unreasonably imposed.

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256 (c) Representation. The UFF shall have the right to represent any  
257 Grievant in a grievance filed hereunder, unless the Grievant elects self  
258 representation or to be represented by legal counsel. If a Grievant elects not to  
259 be represented by the UFF, the University shall promptly inform the UFF in  
260 writing that the ADR has been filed. Resolution of any individually processed  
261 ADR Grievance shall be consistent with the terms of this Agreement and for  
262 this purpose the UFF shall have the right to have an observer present at all  
263 meetings called for the purpose of discussing this dispute and shall be sent  
264 copies of all decisions at the same time as they are sent to the other parties.

265

266 (d) Timely Processing. Time limits noted in this ADR procedure give  
267 the maximum amount of time allotted to each part of this procedure. All parties  
268 are encouraged to complete their portion of the ADR procedure as quickly as  
269 possible, while also allowing enough time to complete the work in a competent  
270 manner.

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## 272 **9.11 Time Limits.**

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274 (a) Calendar Days. All references to "days" within this ADR  
275 procedure refer to "calendar days." The "end of the day" shall refer to the end  
276 of the business day, i.e., 5:00 p.m. The "day of receipt" of the assignment, a  
277 response to Part 1, Part 2 or Part 3 of the ADR process shall not be included in  
278 the count of days.

279

280 (b) Receipt of Assignment. The dispute shall not be processed unless  
281 it is filed within thirty (30) days after the receipt of the assignment by the  
282 Grievant. If the Grievant's assignment begins prior to final resolution of the  
283 dispute, he or she shall perform the assignment until the matter is resolved  
284 using this procedure.

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286 (c) Delivery of Information. In order to comply with the short time  
287 limits imposed by this expedited process, all information, including documents,  
288 shall be exchanged via:

289 (1) email or

290 (2) hand-delivered and date-stamped by appropriate staff.

291 All oral exchanges of information related to the ADR including, but not limited  
292 to, scheduling and extension of deadlines, must be confirmed in writing.

293

294 (d) Time Limit Extensions. All time limits contained herein may be  
295 extended by mutual agreement of the administrator at the level at which the  
296 extension is requested and the Grievant or the Grievant's representative. Upon  
297 failure of the Grievant or the Grievant's representative to comply with the time  
298 limits herein, the dispute shall be deemed to have been finally determined at  
299 the prior step.

300

## 301 **9.12 Assignment Dispute Resolution Procedures.**

302 (a) A Grievant who believes that his or her assignment has been  
303 imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt



304 of the assignment, file Part 1 of the ADR Form to the president's representative  
305 responsible for handling grievances. The president's representative shall notify  
306 the individual responsible for making the assignment or that individual's  
307 representative within three (3) days of the filing of the ADR Grievance. The  
308 filing of Part 1 of the ADR Form shall be accompanied by a brief and concise  
309 statement of the Grievant's arguments, and any relevant documentation  
310 supporting his or her position. This documentation shall be placed in a file  
311 entitled "Employee's Assignment Dispute Resolution File," which shall be kept  
312 separate from the Grievant's evaluation file. Additional documentation shall  
313 not be considered in the ADR process except by agreement of the president's  
314 representative unless it is specifically named documentation that the Grievant  
315 or the Grievant's representative requested from the university prior to the  
316 conference held pursuant to (b) below, but did not receive before such  
317 conference.

318

319 (b) Within four (4) days of receipt of Part 1 of the ADR Form, the  
320 individual responsible for making the assignment in question or his/her  
321 representative shall schedule and hold a meeting to discuss the dispute.  
322 Twenty-four (24) hours after this conference, the individual responsible for  
323 making the assignment or his or her representative shall complete Part 1 of the  
324 ADR Form and deliver it to the Grievant and/or Grievant's representative, the  
325 Dean or the Dean's representative and the president's representative.

326

327 (c) If the Grievant continues to be aggrieved following the initial  
328 conference, he or she shall file the ADR Form, with Part 2 completed, with the  
329 Dean or the Dean's representative no later than four (4) days after receipt of  
330 the ADR Part 1 decision.

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332 (d) The Dean or the Dean's representative shall schedule a meeting  
333 with the Grievant and/or the Grievant's representative to be held no later than  
334 four (4) days after filing Part 2 of the ADR Form. At this meeting, the  
335 Grievant, the Grievant's representative, and the Dean or appropriate  
336 administrator shall discuss the dispute and attempt to resolve it. Within  
337 twentyfour (24) hours after the conclusion of this meeting, the Dean or the  
338 Dean's representative shall complete Part 2 of the ADR Form and deliver it to  
339 the Grievant and/or Grievant's representative, the individual responsible for  
340 making the assignment or that person's representative and the president's  
341 representative.

342

343 (e) If consultation with the Dean or the Dean's representative does not  
344 resolve the matter, the Grievant and/or the Grievant's representative may file,  
345 within four (4) days of receipt of the Part 2 decision and with the approval of  
346 the UFF, Part 3 of the ADR Form (with supporting documentation) with the  
347 president's representative, indicating an intention to submit the dispute to a  
348 Mediator certified in Florida.

349

350 (f) Within seven (7) days of receipt of Part 3 of the ADR Form and  
351 other documentation, the president's representative shall place a written  
352 statement of the University's position, a list of the University's expected  
353 witnesses, and other relevant documentation in the Grievant's ADR file. As  
354 soon as practicable thereafter, a copy of all documents placed in the Grievant's  
355 ADR File shall be presented to the Grievant and the Grievant's representative,  
356 who shall provide the president's representative with a list of the Grievant's  
357 expected witnesses, which will be placed in the Grievant's ADR File. Any  
358 change in either the University's or the Grievant's witness list shall be shared  
359 with everyone involved in the ADR within twenty-four (24) hours of that  
360 change.

361

362 (g) Within seven (7) days of receipt of all materials in (e) and (f)  
363 above, the president's representative shall schedule a meeting with the  
364 Grievant and/or the Grievant's representative for the purpose of selecting a  
365 Mediator from the Mediator Panel in a manner consistent with "4. Mediator  
366 Panel" (below). Selection of the Mediator shall be by mutual agreement or by  
367 alternatively striking names from the Mediator Panel list until one name  
368 remains. The last name remaining on the panel list shall be the Mediator of  
369 choice and the last name actually struck from the list shall serve as the alternate  
370 if the chosen Mediator cannot serve. The right of first choice to strike from the  
371 list shall be determined by the toss of a coin by a third party.

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373 (h) The president's representative shall contact the selected Mediator  
374 no later than three (3) days following the selection. Should the Mediator  
375 selected be unable to serve, the president's representative shall notify the  
376 Grievant and/or Grievant's representative and contact the alternate Mediator  
377 within three (3) days. If neither Mediator can serve, the president's  
378 representative shall contact the Grievant and/or the Grievant's representative  
379 within three (3) days and schedule another selection meeting.

380

381 (i) Upon the agreement of the Mediator to participate, the president's  
382 representative shall provide the Mediator with the Grievant's ADR File.

383

384 (j) The ADR Meeting with the Mediator shall be scheduled as soon as  
385 practicable after the Mediator has received the Grievant's ADR File. The  
386 president's representative shall notify the Grievant and/or the Grievant's  
387 representative of the time and place of the ADR Meeting no later than fortyeight  
388 (48) hours prior to it being convened.

389

390 (k) No person concerned with, or involved in, the assignment dispute  
391 shall attempt to lobby the decision of the Mediator.

392

393 (l) The ADR Meeting shall be conducted as follows:

394 (1) The Mediator shall conduct and have total authority at the  
395 ADR Meeting. The Mediator may conduct the ADR Meeting in whatever  
396 fashion, consistent with this Agreement, which will aid in arriving at a just  
397 decision.

398 (2) The Grievant's representative shall be the sole representative  
399 for the Grievant, and the president's representative shall be the sole  
400 representative of the University. Each representative may have one individual  
401 present to assist in the presentation of the Grievant's case.

402 (3) Each representative may present documentary evidence from  
403 the employee's ADR File, question witnesses, offer arguments and  
404 crossexamine witnesses.

405 (4) The Mediator shall submit to all parties, on Part 4 of the  
406 ADR Form within forty-eight (48) hours after the close of the ADR Meeting, a  
407 written, binding decision as to whether the assignment was imposed arbitrarily  
408 or unreasonably. The decision shall include the reasons for the Mediator's  
409 determination.

410

411 (5) If the Mediator decides that the Grievant's assignment was  
412 imposed arbitrarily or unreasonably, the Mediator may also suggest an  
413 appropriate remedy. This suggestion is not binding on the University but shall  
414 be used by the president's representative in fashioning an appropriate remedy.

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### 416 **9.13 Mediator Panel.**

417 (a) The president's representative and the UFF Grievance

418 Representative shall meet within two (2) weeks of the ratification of this  
419 Agreement for the purpose of selecting an odd-numbered Mediator Panel. The  
420 Panel shall consist of no fewer than five (5) and no more than nine (9)  
421 individuals, who meet the following qualifications:

422 (1) a mediator certified in the state of Florida;

423 (2) familiarity with academic assignments at Florida  
424 universities;

425 (3) an ability to serve on short notice;

426 (4) a willingness to serve on the Panel for one academic year;

427 and

428 (5) acceptability to both the University and the UFF.

429 (b) Panel Membership Review. Panel membership may be reviewed  
430 at the initiation of the University or the UFF, through written notice provided  
431 before the end of preceding fiscal year.

432

433 **9.14 Expenses.** All fees and costs of the Mediator shall be borne equally  
434 by the University and the UFF when the UFF represents the Grievant.