

1
2 ARTICLE 9

3 **ASSIGNMENT OF RESPONSIBILITIES**

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5 **9.1 Policy.** The parties agree that:

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

10 (b) An employee's professional obligation consists^[j1] of both scheduled and non-
11 scheduled activities.

12 (c) It is part of the professional responsibility of employees to carry out their duties in
13 an appropriate manner and place. For example, while instructional activities, office hours,
14 and other duties and responsibilities may be required to be performed at a specific time and
15 place, other non-scheduled activities are more appropriately performed in a manner and
16 place determined by the employee in consultation with their^[j2] supervisor.

17 (d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an
18 employee believes that their instructional^[j3] assignment has been so imposed, the
19 employee should proceed to address the matter through the procedures in the exclusive
20 assignment dispute resolution (ADR) grievance procedure in Sections 9.10-9.13 of this
21 Agreement, which shall be the exclusive method for resolving such disputes.

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

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

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30 **9.2 Considerations in Assignment.**

31 (a) The employee shall be granted, upon written request, a conference with the
32 person responsible for making the assignment to express concerns regarding:

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

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

36 (3) for employees who have an instructional assignment, the character of the
37 assignment, including but not limited to the number of hours of instruction, the
38 preparation required, whether the employee has taught the course^(s)^[j4] in the past, the
39 average number of students enrolled in the course^(s) in past semesters and the time
40 required by the course^(s), whether travel to another location is required, the number of
41 preparations required, the employee's assignments in other semesters, the terms and
42 conditions of a contract or grant from which the employee is compensated, the use of
43 instructional technology, the availability and adequacy of materials and equipment,
44 clerical services, student assistants, and other support services needed to perform the
45 assignments, and any changes that have been made in
46 the assignment, including those which may have resulted from previous evaluations of
47 the employee;

48 (4) for A&P employees and other employees without an instructional

49 assignment, the preparation required, the number of students or clients served, whether
50 the responsibilities of the position have appreciably changed or increased since the past
51 year, whether travel to another location is required, the availability and adequacy of
52 materials and equipment and other support services needed to perform the assignment,
53 any changes in the assignment that may have resulted from previous evaluations, and

54 (5) the opportunity to fulfill applicable criteria for tenure, promotion, merit
55 salary increases, and awards.

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

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

68 (d) Furthermore, the University properly has the obligation constantly to monitor and
69 review the size and number of classes and other activities, to consolidate
70 inappropriately small offerings, and to reduce inappropriately large classes.

71 72 **9.3 Annual Assignment.**

73 (a) Communication of Assignment. Employees shall be apprised in writing, at the
74 beginning of their employment and each year of employment thereafter, of the
75 assignment of effort expected in teaching, research and other creative activities, public
76 service, and of any other specific duties assigned for that year.

77 Except for an assignment made at the beginning of an employee's employment,
78 the person responsible for making an assignment or supervisor shall notify the employee
79 prior to making the final written assignment. The assignment shall be communicated to
80 employees no later than six weeks in advance of its starting date, ~~if practicable.~~

81 (b) Instructional Assignment. The period of an instructional assignment during an
82 academic year shall not exceed an average of seventy-five days per semester and the
83 period for testing, advisement, and other scheduled assignments shall not exceed an
84 average of ten days per semester. Within each semester, activities referred to above
85 shall be scheduled during contiguous weeks with the exception of spring break, if any.
86 The course assignment shall be communicated to employees no later than six weeks in
87 advance of its starting date, ~~if practicable.~~

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

91 (d) For employees, the employment agreement indicates when they are "on
92 contract." Nine-month employees are typically on assignment from August 8 until May
93 7, and twelve-month employees from August 8 until August 7, annually.

94 95 **9.4 Summer Assignment.**

96 (a) The supplemental summer instructional assignment, like that for the academic

97 year, includes the normal activities related to such an assignment as defined by the
98 department/unit and the nature of the course, such as course preparation, minor
99 curriculum development, lectures, evaluation of student efforts, academic advising,
100 research, and service, including, but not limited to, department, college, and university
101 committee meetings.

102 (b) The employee may be assigned reasonable and necessary non-instructional
103 duties related to the summer instructional appointment prior to the conclusion of the
104 academic year appointment.

105 **9.5 Place of Employment.**

106 (a) Principal. Each employee shall be assigned one principal place of employment,
107 as stated on the annual employment agreement. Where possible, an employee shall be
108 given at least one full semester notice of a change in principal place of employment. The
109 employee shall be granted, upon written request, a conference with the person
110 responsible for making the change to express concerns regarding such change, including
111 concerns regarding considerations in assignment as described in the Section above.
112 Voluntary changes and available new positions within the department shall be considered
113 prior to involuntary changes, ~~if practicable.~~

114 (b) Secondary. Each employee, where possible, shall be given at least ninety days
115 written notice of assignment to a secondary place of employment. The employee shall be
116 granted, upon written request, a conference with the person responsible for making the
117 change to express concerns regarding such change. Travel expenses shall be paid at
118 the state rate and in accordance with the applicable provisions of state law.

119 (c) In the event that a UCF Connect Partner facility is closed during normal business
120 hours, the supervisor shall assign an alternate workplace.

121 **9.6 Teaching Schedule.**

122 (a) An employee's teaching preferences should be honored to the extent possible, ~~recognizing programmatic need, budget availability, student demand, and maximization of classroom utilization.~~

123 (b) Teaching schedules should be established, ~~if practicable,~~ so that the time
124 between the beginning of the first assignment and the end of the last assignment for
125 any one day does not exceed nine hours unless the employee and the supervisor
126 agree to a schedule with longer hours.

127 (c) The usual length of time between the end of the last assignment on one day and
128 the beginning of the first assignment on the next day shall be at least twelve hours,
129 unless the employee and the supervisor agree to a schedule with a shorter time off
130 between days.

131 **9.7 Workweek.** Scheduled hours for all employees shall not normally exceed forty
132 hours per week. Time shall be allowed within the normal working day for research, ~~and~~
133 ~~creative work, writing activities,~~ teaching, or other activities required of the employee,
134 when a part of the assigned duties. Supervisors are encouraged to make appropriate
135 adjustments in the timing and number of scheduled hours in recognition of evening, night,
136 and weekend assignments, and for periods when an employee is on call. Evenings,
137 nights, and weekends when an employee is on call shall be considered in making other
138 duty assignments. See Article 17 Leaves ^[j6] regarding schedule adjustment for holiday
139 assignment.

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9.8 Assignment Dispute Resolution.

(a) Policy. The University and the UFF agree to the following procedure as the exclusive method of resolving disputes under the Assignment of Responsibilities Article of the Agreement that alleges that an employee's instructional assignment has been imposed arbitrarily or unreasonably.

(b) Grievance Filing. An employee who alleges that the instructional assignment has been imposed arbitrarily or unreasonably may file a grievance under the Grievance Procedures Article only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an instructional assignment has been arbitrarily or unreasonably imposed.

(c) Representation. The UFF shall have the right to represent any Grievant in a grievance filed hereunder, unless the Grievant elects self-representation or to be represented by legal counsel. If a Grievant elects not to be represented by the UFF, the University shall promptly inform the UFF in writing that the ADR has been filed.

Resolution of any individually processed ADR Grievance shall be consistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing this dispute and shall be sent copies of all decisions at the same time as they are sent to the other parties.

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

9.9 Time Limits^[7].

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

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

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

- (1) email or
- (2) hand-delivered and date-stamped by appropriate staff.

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

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

9.10 Assignment Dispute Resolution Procedures.

193 (a) A Grievant who believes that their^[j9] instructional assignment has been imposed
194 arbitrarily or unreasonably shall, within thirty days after receipt of the assignment, file Part
195 1 of the ADR Form to the University's representative responsible for handling grievances.
196 The University's representative shall notify the individual responsible for making the
197 instructional assignment or that individual's representative within three days of the filing
198 of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a
199 brief and concise statement of the Grievant's arguments, and any relevant
200 documentation supporting their^[j10] position. This documentation shall be placed in a file
201 entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate
202 from the Grievant's evaluation file. Additional documentation shall not be considered in
203 the ADR process except by agreement of the University's representative unless it is
204 specifically named documentation that the Grievant or the Grievant's representative
205 requested from the university prior to the conference held pursuant to (b) below, but did
206 not receive before such conference.

207 (b) Within four days of receipt of Part 1 of the ADR Form, the individual responsible
208 for making the instructional assignment in question or their^[j11] representative shall
209 schedule and hold a meeting to discuss the dispute. Twenty-four hours after this
210 conference, the individual responsible for making the instructional assignment or their^[j12]
211 representative shall complete Part 1 of the ADR Form and deliver
212 it to the Grievant and/or Grievant's representative, the Dean or the Dean's
213 representative and the University's representative.

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

217 (d) The Dean or the Dean's representative shall schedule a meeting with the
218 Grievant and/or the Grievant's representative to be held no later than four days after
219 filing Part 2 of the ADR Form. At this meeting, the Grievant, the Grievant's
220 representative, and the Dean or appropriate administrator shall discuss the dispute and
221 attempt to resolve it. Within twenty-four hours after the conclusion of this meeting, the
222 Dean or the Dean's representative shall complete Part 2 of the ADR Form and deliver it
223 to the Grievant and/or Grievant's representative, the individual responsible for making
224 the instructional assignment or that person's representative and the University's
225 representative.

226 (e) If consultation with the Dean or the Dean's representative does not resolve the
227 matter, the Grievant and/or the Grievant's representative may file, within four days of
228 receipt of the Part 2 decision and with the approval of the UFF, Part 3 of the ADR Form
229 (with supporting documentation) with the University's representative, indicating an
230 intention to submit the dispute to a Mediator certified in Florida.

231 (f) Within seven days of receipt of Part 3 of the ADR Form and other documentation,
232 the University's representative shall place a written statement of the University's position,
233 a list of the University's expected witnesses, and other relevant documentation in the
234 Grievant's ADR file. As soon as practicable thereafter, a copy of all documents placed in
235 the Grievant's ADR File shall be presented to the Grievant and the Grievant's
236 representative, who shall provide the University's representative with a list of the
237 Grievant's expected witnesses, which will be placed in the Grievant's ADR File. Any
238 change in either the University's or the Grievant's witness list shall be shared with
239 everyone involved in the ADR within twenty-four hours of that change.

240 (g) Within seven days of receipt of all materials in (e) and (f) above, the University's

241 representative shall schedule a meeting with the Grievant and/or the Grievant's
242 representative for the purpose of selecting a Mediator and alternate(s) from a Mediator
243 Panel chosen jointly by the University and the UFF. Selection of a Mediator from the
244 panel shall be by mutual agreement.

245 (h) The University's representative shall contact the selected Mediator no later than
246 three days following the selection. Should the Mediator selected be unable to serve, the
247 University's representative shall notify the Grievant and/or Grievant's representative and
248 contact an alternate Mediator within three days. If neither Mediator can serve, the
249 University's representative shall contact the Grievant and/or the Grievant's
250 representative within three days and schedule another selection meeting.

251 (i) Upon the agreement of the Mediator to participate, the University's
252 representative shall provide the Mediator with the Grievant's ADR File.

253 (j) The ADR Meeting with the Mediator shall be scheduled as soon as practicable
254 after the Mediator has received the Grievant's ADR File. The University's representative
255 shall notify the Grievant and/or the Grievant's representative of the time and place of the
256 ADR Meeting no later than forty-eight hours prior to it being convened.

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

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

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

263 (2) The Grievant's representative shall be the sole representative for the
264 Grievant, and the University's representative shall be the sole representative of the
265 University. Each representative may have one individual present to assist in the
266 presentation of the Grievant's case.

267 (3) Each representative may present documentary evidence from the employee's
268 ADR File, question witnesses, offer arguments and cross-examine witnesses.

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

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

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278 **9.11 Mediator Panel.**

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280 (a) The University's representative and the UFF Grievance Representative shall meet within
281 two weeks of the ratification of this Agreement for the purpose of selecting a Mediator Panel.
282 The Panel shall consist of no fewer than five and no more than nine individuals.

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

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287 **9.12 Expenses.**

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289 All fees and costs of the Mediator shall be borne equally by the parties.