

1 **ARTICLE 9**

2 *ASSIGNMENT OF RESPONSIBILITIES*

3 **9.1 Policy.**


4 The parties agree that:

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

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

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

18 (d) No employee's assignment shall be imposed arbitrarily or unreasonably. If  
19 an employee believes that their instructional assignment has been so imposed,  
20 the employee should proceed to address the matter through the procedures in  
21 the exclusive assignment dispute resolution (ADR) dispute procedure in Sections  
22 9.8-9.10 of this Agreement, which shall be the exclusive method for resolving  
23 such disputes.

24 (e) Each employee shall be given assignments that provide equitable  
25 opportunity, in relation to other employees in the same department/unit, to meet  
26 the required standards for promotion, tenure, and merit salary increases. 

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

30 **9.2 Considerations in Assignment.**

31 (a) The employee shall be granted, upon written request, a conference with  
32 the 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  
37 the assignment, including but not limited to the number of hours of instruction,  
38 the preparation required, whether the employee has taught the course(s) in the  
39 past, the average number of students enrolled in the course(s) in past semesters  
40 and the time required by the course(s), whether travel to another location is  
41 required, the number of preparations required, the employee's assignments in  
42 other semesters, the terms and conditions of a contract or grant from which the  
43 employee is compensated, the use of instructional technology, the availability and  
44 adequacy of materials and equipment, clerical services, student assistants, and  
45 other support services needed to perform the assignments, and any changes that  
46 have been made in the assignment, including those which may have resulted from  
47 previous evaluations of 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,  
50 whether the responsibilities of the position have appreciably changed or  
51 increased since the past year, whether travel to another location is required, the  
52 availability and adequacy of materials and equipment and other support services  
53 needed to perform the assignment, any changes in the assignment that may have  
54 resulted from previous evaluations, and

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

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

61 (c) The University and the UFF recognize that, while the Legislature has  
62 described the minimum full academic assignment in terms of twelve contact  
63 hours of instruction or equivalent research and service, the professional  
64 obligation undertaken by a faculty member will ordinarily be broader than that  
65 minimum. In like manner, the professional obligation of other professional  
66 employees is not easily susceptible to quantification. The University has the right,

67 in making assignments, to determine the types of duties and responsibilities that  
68 comprise the professional obligation and to determine the mix or relative  
69 proportion of effort an employee may be required to expend on the various  
70 components of the obligation.

71 (d) Furthermore, the University has the obligation to regularly monitor and  
72 review the size and number of classes and other activities, to consolidate  
73 inappropriately small offerings, and to reduce inappropriately large classes.

### 74 9.3 Annual Assignment.

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

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

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

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

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

#### 98 9.4 Summer Assignment.

99 (a) The supplemental summer instructional assignment, like that for the  
100 academic year, includes the normal activities related to such an assignment as  
101 defined by the department/unit and the nature of the course, such as course  
102 preparation, minor curriculum development, lectures, evaluation of student  
103 efforts, academic advising, research, and service, including, but not limited to,  
104 department, college, and university committee meetings.

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

#### 108 9.5 Place of Employment.

109 (a) Principal. Each employee shall be assigned one principal place of  
110 employment, as stated on the annual employment agreement. Where possible,  
111 an employee shall be given at least one full semester notice of a change in  
112 principal place of employment. The employee shall be granted, upon written  
113 request, a conference with the person responsible for making the change to  
114 express concerns regarding such change, including concerns regarding  
115 considerations in assignment as described in Section 9.2 above. Voluntary  
116 changes and available new positions within the department shall be considered  
117 prior to involuntary changes, if practicable.

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

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

#### 126 9.6 Teaching Schedule.

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

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

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

138 **9.7 Workweek.** Scheduled hours for all employees shall not normally exceed  
139 forty hours per week. Time shall be allowed within the normal working day for  
140 research, creative activities, teaching, or other activities required of the  
141 employee, when a part of the assigned duties. Supervisors are encouraged to  
142 make appropriate adjustments in the timing and number of scheduled hours in  
143 recognition of evening, night, and weekend assignments, and for periods when an  
144 employee is on call. Evenings, nights, and weekends when an employee is on call  
145 shall be considered in making other duty assignments. See Article 17, Leaves,  
146 regarding schedule adjustment for holiday assignment.

#### 147 **9.8 Assignment Dispute Resolution.**

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

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

158 (c) Representation. The UFF shall have the right to represent any Disputant in  
159 a dispute filed hereunder, unless the Disputant elects self-representation or to be  
160 represented by legal counsel. If a Disputant elects not to be represented by the  
161 UFF, the University shall promptly inform the UFF in writing that the ADR has  
162 been filed. Resolution of any individually processed ADR Dispute shall be

163 consistent with the terms of this Agreement and for this purpose the UFF shall  
164 have the right to have an observer present at all meetings called for the purpose  
165 of discussing this dispute and shall be sent copies of all decisions at the same time  
166 as they are sent to the other parties.

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

## 172 9.9 Time Limits.

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

177 (b) Receipt of Assignment. The dispute shall not be processed unless it is filed  
178 within fourteen days after the receipt of the instructional assignment by the  
179 Disputant. If the Disputant's instructional assignment begins prior to final  
180 resolution of the dispute, they shall perform the assignment until the matter is  
181 resolved using this procedure.

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

185 (1) email or

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

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

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

195 **9.10 Assignment Dispute Resolution Procedures.**

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

212 (b) Within four days of receipt of Part 1 of the ADR Form in Appendix F, the  
213 individual responsible for making the instructional assignment in question or their  
214 representative shall schedule and hold a meeting to discuss the dispute. Twenty-  
215 four hours after this conference, the individual responsible for making the  
216 instructional assignment, or their representative, shall complete Part 1 of the ADR  
217 Form and deliver it to the Disputant and/or Disputant's representative, the Dean  
218 or the Dean's representative and the University's representative.

219 (c) If the Disputant continues to be aggrieved following the initial conference,  
220 he or she shall file the ADR Form, Appendix F, with Part 2 completed, with the  
221 Dean or the Dean's representative no later than four days after receipt of the ADR  
222 Part 1 decision.

223 (d) The Dean or the Dean's representative shall schedule a meeting with the  
224 Disputant and/or the Disputant's representative to be held no later than four days  
225 after filing Part 2 of the ADR Form. At this meeting, the Disputant, the Disputant's  
226 representative, and the Dean or appropriate administrator shall discuss the  
227 dispute and attempt to resolve it. Within twenty-four hours after the conclusion

228 of this meeting, the Dean or the Dean's representative shall complete Part 2 of  
229 the ADR Form and deliver it to the Disputant and/or Disputant's representative,  
230 the individual responsible for making the instructional assignment or that  
231 person's representative, and the University's representative.

232 (e) If consultation with the Dean or the Dean's representative does not resolve  
233 the matter, the Disputant and/or the Disputant's representative may file, within  
234 four days of receipt of the Part 2 decision, Part 3 of the ADR Form (with  
235 supporting documentation) with the University's representative.

236 (f) Within seven days of receipt of Part 3 of the ADR Form and other  
237 documentation, the University's representative shall schedule a meeting with the  
238 Grievant and/or the Grievant's representative for the purpose of discussing the  
239 grievance and possible remedies in the event the University's representative  
240 would conclude the Grievant's assignment is arbitrary or unreasonable. This  
241 meeting is to be scheduled no later than four days after the filing of Part 3 of the  
242 ADR form. The University's representative shall submit their decision to all parties  
243 involved, on Part 4 of the ADR form within forty-eight hours after the conclusion  
244 of the meeting. The decision will include reasons why the University's  
245 representative reached their conclusion and, when appropriate, a suggested  
246 remedy.

247 (g) The ADR process ends after Part 4 of the ADR form is delivered, unless the  
248 dispute was resolved at an earlier step of the ADR procedure.

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