

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 and authority to regularly
72 monitor and review the size and number of classes and other activities, to
73 consolidate inappropriately small offerings, and to reduce inappropriately large
74 classes.



75 9.3 Annual Assignment.

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

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

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

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

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

99 9.4 Summer Assignment.

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

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

109 9.5 Place of Employment.

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

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

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

127 9.6 Teaching Schedule.

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

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

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

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

148 **9.8 Assignment Dispute Resolution.**

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

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

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

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

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

173 9.9 Time Limits.

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

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

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

186 (1) email or

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

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

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

196 **9.10 Assignment Dispute Resolution Procedures.**

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

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

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

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

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

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

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