

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) grievance procedure in  
22 Sections 9.810-9.1213 of this Agreement, which shall be the exclusive method for  
23 resolving 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, and, if  
27 applicable, renewal of multi-year appointments.

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

Commented [CR1]: Suggest addition of “dispute” here has been stricken because it seems unnecessary.

Commented [CP2]: Corrects reference.

Commented [CP3]: No longer relevant language. MY appt is terminal.

31 **9.2 Considerations in Assignment.**

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

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

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

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

49 (4) for A&P employees and other employees without an instructional  
50 assignment, the preparation required, the number of students or clients served,  
51 whether the responsibilities of the position have appreciably changed or  
52 increased since the past year, whether travel to another location is required, the  
53 availability and adequacy of materials and equipment and other support services  
54 needed to perform the assignment, any changes in the assignment that may have  
55 resulted from previous evaluations, and

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

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

62 (c) The University and the UFF recognize that, while the Legislature has  
63 described the minimum full academic assignment in terms of twelve contact  
64 hours of instruction or equivalent research and service, the professional

65 obligation undertaken by a faculty member will ordinarily be broader than that  
 66 minimum. In like manner, the professional obligation of other professional  
 67 employees is not easily susceptible to quantification. The University has the right,  
 68 in making assignments, to determine the types of duties and responsibilities that  
 69 comprise the professional obligation and to determine the mix or relative  
 70 proportion of effort an employee may be required to expend on the various  
 71 components of the obligation.

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

**Commented [CR4]:** Restated for reasonableness.  
**Commented [CR5R4]:** One addition for clarity.

76 **9.3 Annual Assignment of Duties.**

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

**Commented [CR6]:** Sometimes, an employee has markedly different assignment in each of two semesters. For example, if the employee has a sabbatical, is on paid parental leave, or has modified instructional duties. This minor change also recognized that departments must be nimble.

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

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

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

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

101 **9.4 Summer Assignment.**

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

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

111 **9.5 Place of Employment.**

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

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

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

129 **9.6 Teaching Schedule.**

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

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

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

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

**Commented [CR7]:** Reflects new title for A17 as it was TA'd.

150 **9.8 Assignment Dispute Resolution.**

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

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

161 (c) Representation. The UFF shall have the right to represent any  
162 DisputantGrievant in a disputegrievance filed hereunder, unless the  
163 DisputantGrievant elects self-representation or to be represented by legal  
164 counsel. If a DisputantGrievant elects not to be represented by the UFF, the  
165 University shall promptly inform the UFF in writing that the ADR has been filed.  
166 Resolution of any individually processed ADR DisputeGrievance shall be consistent  
167 with the terms of this Agreement and for this purpose the UFF shall have the right  
168 to have an observer present at all meetings called for the purpose of discussing  
169 this dispute and shall be sent copies of all decisions at the same time as they are  
170 sent to the other parties.

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

#### 176 9.9 Time Limits.

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

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

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

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

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

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

199 **9.10 Assignment Dispute Resolution Procedures.**

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

Commented [CR8]: For consistency with 9.9 (b).

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

225 (c) If the DisputantGrievant continues to be aggrieved following the initial  
 226 conference, he or she shall file the ADR Form, Appendix F, with Part 2 completed,  
 227 with the Dean or the Dean’s representative no later than four days after receipt of  
 228 the ADR Part 1 decision.

229 (d) The Dean or the Dean’s representative shall schedule a meeting with the  
 230 DisputantGrievant and/or the GrievantDisputant’s representative to be held no  
 231 later than four days after filing Part 2 of the ADR Form. At this meeting, the  
 232 DisputantGrievant, the GrievantDisputant’s representative, and the Dean or  
 233 appropriate administrator shall discuss the dispute and attempt to resolve it.  
 234 Within twenty-four hours after the conclusion of this meeting, the Dean or the  
 235 Dean’s representative shall complete Part 2 of the ADR Form and deliver it to the  
 236 DisputantGrievant and/or GrievantDisputant’s representative, the individual  
 237 responsible for making the instructional assignment or that person’s  
 238 representative, and the University’s representative.

239 (e) If consultation with the Dean or the Dean’s representative does not resolve  
 240 the matter, the DisputantGrievant and/or the GrievantDisputant’s representative  
 241 may file, within four days of receipt of the Part 2 decision ~~and with the approval~~  
 242 ~~of the UFF~~, Part 3 of the ADR Form (with supporting documentation) with the  
 243 University's representative, indicating an intention to submit the dispute to a  
 244 Mediator certified in Florida.

245 (f) Within seven days of receipt of Part 3 of the ADR Form and other  
 246 documentation, the University's representative shall place a written statement of  
 247 the University's position, a list of the University’s expected witnesses, and other  
 248 relevant documentation in the Disputant’sGrievant’s ADR file. As soon as  
 249 practicable thereafter, a copy of all documents placed in the  
 250 Disputant’sGrievant’s ADR File shall be presented to the Grievant and the  
 251 Disputant’sGrievant’s representative, who shall provide the University’s  
 252 representative with a list of the Disputant’sGrievant’s expected witnesses, which  
 253 will be placed in the Disputant’sGrievant’s ADR File. Any change in either the  
 254 University’s or the Disputant’sGrievant’s witness list shall be shared with  
 255 everyone involved in the ADR within twenty-four hours of that change.

256 (g) Within seven days of receipt of all materials in (e) and (f) above, the  
 257 University’s representative shall schedule a meeting with the DisputantGrievant

**Commented [CR9]:** Proposed restoration of language pertaining to mediation begins in Line 242.

**Commented [CR10R9]:** The use of the term “disputant,” which is included in the TA’d version of A11, is used throughout the remainder of this article.



258 and/or the [DisputantGrievant](#)'s representative for the purpose of selecting a  
259 Mediator and alternate(s) from a Mediator Panel chosen jointly by the University  
260 and the UFF. Selection of a Mediator from the panel shall be by mutual  
261 agreement.

262 (h) The University's representative shall contact the selected Mediator no later  
263 than three days following the selection. Should the Mediator selected be unable  
264 to serve, the University's representative shall notify the [DisputantGrievant](#) and/or  
265 [Disputant'sGrievant's](#) representative and contact an alternate Mediator within  
266 three days. If neither Mediator can serve, the University's representative shall  
267 contact the [DisputantGrievant](#) and/or the [Disputant'sGrievant's](#) representative  
268 within three days and schedule another selection meeting.

269 (i) Upon the agreement of the Mediator to participate, the University's  
270 representative shall provide the Mediator with the [Disputant'sGrievant's](#) ADR File.

271 (j) The ADR Meeting with the Mediator shall be scheduled as soon as  
272 practicable after the Mediator has received the [Disputant'sGrievant's](#) ADR File.  
273 The University's representative shall notify the [DisputantGrievant](#) and/or the  
274 [Disputant'sGrievant's](#) representative of the time and place of the ADR Meeting no  
275 later than forty-eight hours prior to it being convened.

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

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

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

282 (2) The [Disputant'sGrievant's](#) representative shall be the sole representative  
283 for the [DisputantGrievant](#), and the University's representative shall be the sole  
284 representative of the University. Each representative may have one individual  
285 present to assist in the presentation of the [Disputant'sGrievant's](#) case.

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

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

293 (5) If the Mediator decides that the ~~Disputant’s~~Grievant’s assignment was  
294 imposed arbitrarily or unreasonably, the Mediator may also suggest an  
295 appropriate remedy. This suggestion is not binding on the University but shall be  
296 used by the University's representative in fashioning an appropriate remedy.

297 **9.11 Mediator Panel.**

298 (a) The University’s representative and the UFF Grievance Representative shall  
299 meet within two weeks of the ratification of this Agreement for the purpose of  
300 selecting a Mediator Panel. The Panel shall consist of no fewer than five and no  
301 more than nine individuals.

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

305 **9.12 Expenses.** All fees and costs of the Mediator shall be borne equally by the  
306 parties.