

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) procedure in Sections 9.8-9.12
22 of this Agreement, which shall be the exclusive method for resolving such
23 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 Assignment of Duties.

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

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

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

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

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

100 9.4 Summer Assignment.

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

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

110 9.5 Place of Employment.

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

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

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

128 **9.6 Teaching Schedule.**

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

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

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

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

149 **9.8 Assignment Dispute Resolution.**

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

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

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

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

174 9.9 Time Limits.

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

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

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

187 (1) email or

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

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

191 (d) Time Limit Extensions. All time limits contained within this Article may be
192 extended by mutual agreement of the administrator at the level at which the

193 extension is requested and the Disputant or the Disputant's representative. Upon
194 failure of the Disputant or the Disputant's representative to comply with the time
195 limits herein, the dispute shall be deemed to have been finally determined at the
196 prior step.

197 9.10 Assignment Dispute Resolution Procedures.

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

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

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

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

234 (e) If consultation with the Dean or the Dean’s representative does not resolve
235 the matter, the Disputant and/or the Disputant’s representative may file, within
236 four days of receipt of the Part 2 decision, Part 3 of the ADR Form (with
237 supporting documentation) with the University’s representative, indicating an
238 intention to submit the dispute to a Mediator certified in Florida.

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

249 (g) Within seven days of receipt of all materials in (e) and (f) above, the
250 University’s representative shall schedule a meeting with the Disputant and/or
251 the Disputant’s representative for the purpose of selecting a Mediator and
252 alternate(s) from a Mediator Panel chosen jointly by the University and the UFF.
253 Selection of a Mediator from the panel shall be by mutual agreement.

254 (h) The University’s representative shall contact the selected Mediator no later
255 than three days following the selection. Should the Mediator selected be unable
256 to serve, the University’s representative shall notify the Disputant and/or
257 Disputant’s representative and contact an alternate Mediator within three days. If

258 neither Mediator can serve, the University's representative shall contact the
259 Disputant and/or the Disputant's representative within three days and schedule
260 another selection meeting.

261 (i) Upon the agreement of the Mediator to participate, the University's
262 representative shall provide the Mediator with the Disputant's ADR File.

263 (j) The ADR Meeting with the Mediator shall be scheduled as soon as
264 practicable after the Mediator has received the Disputant's ADR File. The
265 University's representative shall notify the Disputant and/or the Disputant's
266 representative of the time and place of the ADR Meeting no later than forty-eight
267 hours prior to it being convened.

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

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

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

274 (2) The Disputant's representative shall be the sole representative for the
275 Disputant, and the University's representative shall be the sole representative of
276 the University. Each representative may have one individual present to assist in
277 the presentation of the Disputant's case.

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

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

285 (5) If the Mediator decides that the Disputant's assignment was imposed
286 arbitrarily or unreasonably, the Mediator may also suggest an appropriate
287 remedy. This suggestion is not binding on the University but shall be used by the
288 University's representative in fashioning an appropriate remedy.

289 **9.11 Mediator Panel.**

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

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

297 **9.12 Expenses.** All fees and costs of the Mediator shall be borne equally by the
298 parties.