

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 dispute~~ procedure in
22 Sections ~~9.810-9.1013~~ of this Agreement, which shall be the exclusive method for
23 resolving such disputes.

Commented [CP1]: Corrects reference.

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.~~

Commented [CP2]: No longer relevant language. MY appt is terminal.

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.

31 **9.2 Considerations in Instructional 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 ~~(Delete)~~ ~~constantly~~ to ~~regularly~~ monitor and review the size and number of classes
 74 and other activities, to consolidate inappropriately small offerings, and to reduce
 75 inappropriately large classes.

Commented [CR3]: Restated for reasonableness.

Commented [CR4R3]: One addition for clarity.

76 9.4 . Considerations in **Research & Scholarly Activities** Assignment.
 77

78 (Time dedicated to research assignments, there should be an infrastructure to
 79 support the needs of employees doing research, negative impact of WorkDay
 80 increasing faculty effort in research operations)

81 9.5 Annual Assignment.

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

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

91 (b) Instructional Assignment. The period of an instructional assignment during
 92 an academic year shall not exceed an average of seventy-five days per semester
 93 and the period for testing, advisement, and other scheduled assignments shall not
 94 exceed an average of ten days per semester. Within each semester, activities
 95 referred to above shall be scheduled during contiguous weeks with the exception

96 of spring break, if any. The course assignment shall be communicated to
97 employees no later than six weeks in advance of its starting date, if practicable.

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

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

105 9.6 Summer Assignment.

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

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

115 9.7 Place of Employment.

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

125 (b) Secondary. Each employee, where possible, shall be given at least ninety
126 days written notice of assignment to a secondary place of employment. The
127 employee shall be granted, upon written request, a conference with the person

128 responsible for making the change to express concerns regarding such change.
129 Travel expenses shall be paid at the state rate and in accordance with the
130 applicable provisions of state law.

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

133 9.8 Teaching Schedule.

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

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

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

145 9.9 Workweek. Scheduled hours for all employees shall not normally exceed
146 forty hours per week. Time shall be allowed within the normal working day for
147 research, creative activities, teaching, or other activities required of the
148 employee, when a part of the assigned duties. Supervisors are encouraged to
149 make appropriate adjustments in the timing and number of scheduled hours in
150 recognition of evening, night, and weekend assignments, and for periods when an
151 employee is on call. Evenings, nights, and weekends when an employee is on call
152 shall be considered in making other duty assignments. See ~~the~~ Article 17, Leaves,
153 regarding schedule adjustment for holiday assignment.

154 9.10 Assignment Dispute Resolution.

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

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

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

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

180 9.11 Time Limits.

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

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

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

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

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

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

203 **9.12 Assignment Dispute Resolution Procedures.**

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

221 (b) Within four days of receipt of Part 1 of the ADR Form in Appendix F, the
222 individual responsible for making the instructional assignment in question or their

Commented [CR5]: For consistency with 9.9 (b).

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223 representative shall schedule and hold a meeting to discuss the dispute. Twenty-
224 four hours after this conference, the individual responsible for making the
225 instructional assignment, or their representative, shall complete Part 1 of the ADR
226 Form and deliver it to the ~~Disputant~~Grievant and/or ~~Grievant~~Disputant's
227 representative, the Dean or the Dean's representative and the University's
228 representative.

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

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

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

249 (f) Within seven days of receipt of Part 3 of the ADR Form and other
250 documentation, ~~the University's representative shall place a written statement of~~
251 ~~the University's position, a list of the University's expected witnesses, and other~~
252 ~~relevant documentation in the Grievant's ADR file. As soon as practicable~~
253 ~~thereafter, a copy of all documents placed in the Grievant's ADR File shall be~~
254 ~~presented to the Grievant and the Grievant's representative, who shall provide~~
255 ~~the University's representative with a list of the Grievant's expected witnesses,~~

256 ~~which will be placed in the Grievant's ADR File. Any change in either the~~
257 ~~University's or the Grievant's witness list shall be shared with everyone involved~~
258 ~~in the ADR within twenty-four hours of that change.~~

259 ~~(g) Within seven days of receipt of all materials in (e) and (f) above, the~~
260 ~~University's representative shall schedule a meeting with the DisputantGrievant~~
261 ~~and/or the DisputantGrievant's representative for the purpose of discussing the~~
262 ~~disputegrievance and possible remedies in the event the University's~~
263 ~~representative would conclude the DisputantGrievant's assignment is arbitrary or~~
264 ~~unreasonable. This meeting is to be scheduled no later than four days after the~~
265 ~~filing of Part 3 of the ADR form. The University's representative shall submit their~~
266 ~~decision to all parties involved, on Part 4 of the ADR form within forty-eight hours~~
267 ~~after the conclusion of the meeting. The decision will include reasons why the~~
268 ~~University's representative reached their conclusion and, when appropriate, a~~
269 ~~suggested remedy. selecting a Mediator and alternate(s) from a Mediator Panel~~
270 ~~chosen jointly by the University and the UFF. Selection of a Mediator from the~~
271 ~~panel shall be by mutual agreement.~~

272 ~~(gh) The ADR process ends after Part 4 of the ADR form is delivered, unless~~
273 ~~the dispute was resolved at an earlier step of the ADR procedure. The University's~~
274 ~~representative shall contact the selected Mediator no later than three days~~
275 ~~following the selection. Should the Mediator selected be unable to serve, the~~
276 ~~University's representative shall notify the Grievant and/or Grievant's~~
277 ~~representative and contact an alternate Mediator within three days. If neither~~
278 ~~Mediator can serve, the University's representative shall contact the Grievant~~
279 ~~and/or the Grievant's representative within three days and schedule another~~
280 ~~selection meeting.~~

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

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

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

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

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

294 ~~(2) The Grievant's representative shall be the sole representative for the~~
295 ~~Grievant, and the University's representative shall be the sole representative of~~
296 ~~the University. Each representative may have one individual present to assist in~~
297 ~~the presentation of the Grievant's case.~~

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

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

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

309 ~~9.11— Mediator Panel.~~

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

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

317 ~~9.12— Expenses. All fees and costs of the Mediator shall be borne equally by the~~
318 ~~parties.~~

319 **Return Mediator Process**