

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 enhance 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.

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.

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.

76 9.3 Annual Assignment.

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

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 ~~the~~ 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 ~~the~~ Article 17, Leaves,
148 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 Assignment of~~
152 ~~Responsibilities~~this Article of the Agreement that allege that an employee's
153 instructional assignment has been imposed 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
161 [DisputantGrievant](#) in a [disputegrievance](#) filed hereunder, unless the
162 [DisputantGrievant](#) elects self-representation or to be represented by legal
163 counsel. If a [DisputantGrievant](#) elects not to be represented by the UFF, the
164 University shall promptly inform the UFF in writing that the ADR has been filed.
165 Resolution of any individually processed ADR [DisputeGrievance](#) shall be consistent
166 with the terms of this Agreement and for this purpose the UFF shall have the right
167 to have an observer present at all meetings called for the purpose of discussing
168 this dispute and shall be sent copies of all decisions at the same time as they are
169 sent to the other parties.

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

175 9.9 Time Limits.

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

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

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

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

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

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

198 9.10 Assignment Dispute Resolution Procedures.

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

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

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

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

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

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

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

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

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

268 (i) Upon the agreement of the Mediator to participate, the University's
269 representative shall provide the Mediator with the DisputantGrievant's ADR File.

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

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

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

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

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

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

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

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

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296 **9.11 Mediator Panel.**

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

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

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304 **9.12 Expenses.** All fees and costs of the Mediator shall be borne equally by the
 305 parties.

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