ARTICLE 9

ASSIGNMENT OF RESPONSIBILITIES

9.1 Policy. The parties agree that:

(a) The assignment of responsibilities to employees is one of the primary practical mechanisms by which the University establishes its priorities, carries out its mission and creates opportunities to increase the quality and integrity of its academic programs and enhance its reputation and stature as a major research university.

(b) An employee's professional obligation consists of both scheduled and non-scheduled activities.

(c) It is part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with their supervisor.

(d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that their instructional assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution (ADR) grievance procedure in Sections 9.10-9.13 of this Agreement, which shall be the exclusive method for resolving such disputes.

(e) Each employee shall be given assignments that provide equitable opportunity, in relation to other employees in the same department/unit, to meet the required standards for promotion, tenure, merit salary increases, and, if applicable, renewal of multi-year appointments.

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

9.2 Considerations in Assignment.

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

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

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

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

(4) for A&P employees and other employees without an instructional assignment, the preparation required, the number of students or clients served, whether the responsibilities

of the position have appreciably changed or increased since the past year, whether travel to another location is required, the availability and adequacy of materials and equipment and other support services needed to perform the assignment, any changes in the assignment that may have resulted from previous evaluations, and

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

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

(c) The University and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible to quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

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

9.3 Annual Assignment.

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

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

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

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

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

9.4 Summer Assignment.

(a) The supplemental summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the

department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, academic advising, research, and service, including, but not limited to, department, college, and university committee meetings.

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

9.5 Place of Employment.

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

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

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

9.6 Teaching Schedule.

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

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

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

~~(d) With the permission of their supervisor, instructional employees who generate student credit hours may hold their office hours online, in person, or a combination of both.~~

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

Commented [CP1]: BOT offers this language to respond to UFF request to hold office hours online, in person, or a combo. BOT will agree to keep statement intact OR to removal of sentence, since this is a management right of assignment in any case.

10/13 UFF not in agreement with entire statement.

Commented [TR2R1]: UFF agrees to drop item 9.6d

9.8 Assignment Dispute Resolution.

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

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

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

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

9.9 Time Limits.

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

(b) Receipt of Assignment. The dispute shall not be processed unless it is filed within ~~thirty~~ fourteen days after the receipt of the instructional assignment by the Grievant. If the Grievant’s instructional assignment begins prior to final resolution of the dispute, they shall perform the assignment until the matter is resolved using this procedure.

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

(1) email or

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

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

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

9.10 Assignment Dispute Resolution Procedures.

(a) A Grievant who believes that their instructional assignment has been imposed arbitrarily or unreasonably shall, within thirty days after receipt of the assignment, file Part 1 of the ADR Form to the University’s representative responsible for handling grievances. The

Commented [CP3]: The ADR process is necessarily more speedy.

UFF proposal #3 appears to accept this change. Want to be sure before accepting it.

Commented [CP4R3]: All other BOT proposed date changes were removed from this version (BOT #3).

University's representative shall notify the individual responsible for making the instructional assignment or that individual's representative within three days of the filing of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant's arguments, and any relevant documentation supporting their position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the Grievant's evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the University's representative unless it is specifically named documentation that the Grievant or the Grievant's representative requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

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

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

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

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

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

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

(h) The University's representative shall contact the selected Mediator no later than three days following the selection. Should the Mediator selected be unable to serve, the University's representative shall notify the Grievant and/or Grievant's representative and

contact an alternate Mediator within three days. If neither Mediator can serve, the University's representative shall contact the Grievant and/or the Grievant's representative within three days and schedule another selection meeting.

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

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

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

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

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

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

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

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

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

9.11 Mediator Panel.

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

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

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