

SETTLEMENT AGREEMENT

This agreement is entered into this 28th day of September 2004, by and between the University of Central Florida Board of Trustees ("UCF") and the United Faculty of Florida ("UFF").

WHEREAS, on July 30, 2004, the UFF filed an unfair labor practice charge against UCF (Charge No. CA-2004-140) with the Public Employees Relations Commission ("PERC") related to the interim grievance procedure instituted by UCF;

WHEREAS, the parties were scheduled for an evidentiary hearing on this unfair labor practice charge on September 22, 2004;

WHEREAS, the parties jointly moved for a continuance of the hearing in order to resolve the unfair labor practice charge in an amicable fashion;

WHEREAS, PERC Hearing Officer Chatham granted the joint motion on September 22, 2004, and ordered the parties to report on the status of settlement negotiations no later than Friday, September 24, 2004.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The UFF agrees to withdraw its unfair labor practice charge (Charge No. CA-2004-140). The UFF will submit a Notice of Withdrawal and any other written documents required by PERC necessary to dismiss its unfair labor practice charge (Charge No. CA-2004-140), with prejudice.

2. UCF agrees to adopt simultaneously with the execution of this Agreement the document attached hereto as Exhibit A "Assignment of Responsibilities" as an interim policy and procedure of the university.

3. UCF will amend the definition of "grievance" in the interim grievance procedure to read as follows: "The term 'grievance' shall mean a dispute filed on an appropriate grievance form concerning the interpretation or application of a university policy or practice listed on the attached 'Interim Policy and Practice Cross-Reference List.'" [For purposes of this Agreement, a copy of the Interim Policy and Practice Cross-Reference List is attached hereto as Exhibit B.] Any references to grievance throughout the interim grievance procedure will be understood to refer to this amended definition, and the university will make any corrections to the interim grievance procedure to conform to this amended definition. It is intended by this amended definition and associate listing of substantive policies and practices of the university to provide guidance as to what are the grievable subjects covered by the interim grievance procedure.

4. Nothing herein will foreclose the UFF from filing an unfair labor practice charge where UCF refuses to process a grievance under its interim grievance procedure. UCF may raise any defense to such refusal to process charge, except that UCF is barred from raising the defense that such refusal to process charge is untimely because UCF previously asserted that the 2001-2003 collective bargaining agreement between UFF and the Board of Regents has no force or effect.

5. Nothing contained in this Agreement shall be deemed or construed as a waiver of either party's legal position with respect to successorship or status quo as in this or any other context. Neither party concedes liability or fault with respect to the dispute, and both parties are acting in good faith with respect to this Agreement in order to amicably settle the underlying dispute.

For the United Faculty of Florida:



Steve Weinberger
Executive Director
United Faculty of Florida

For the University of Central Florida Board of Trustees:



Yvonne R. Conly
Associate General Counsel
University of Central Florida

EXHIBIT A

POLICY ON
ASSIGNMENT OF RESPONSIBILITIES

Applicability: This policy applies to all in-unit faculty and instructional employees of the University and all departments of all Colleges of the University.

1. Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a 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 his/her supervisor.

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) 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 in the past, the average number of students enrolled in the course in past semesters and the time required by the course, 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, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, and merit salary increases.

(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 Board of Trustees and the United Faculty of Florida recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) 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 of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities which 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.

(e) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures of the Exclusive Assignment Dispute Resolution Procedure, attached hereto as Appendix A, which shall be the exclusive method for resolving such disputes. Other alleged violations of University policy or practice with respect to employee assignments are subject to the provisions of the Interim Grievance Procedure.

3. Annual Assignment.

(a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned 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 (6) 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 (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

(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) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing multi-year appointments, and merit salary increases.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The

period under consideration at that university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.

(3) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the university to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

4. Summer Assignment.

(a) The 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, consultations and conferences with students, and minor committee activities.

(b) When a summer instructional appointment immediately follows the academic year appointment, 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.

5. Place of Employment.

(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the university employment contract. Where possible, an employee shall be given at least nine (9) months 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 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 (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's 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.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

6. Teaching Schedule. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

7. Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The Board of Trustees and the United Faculty of Florida are committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

8. Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled 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 assignments.

9. Instructional Technology.

(a) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

(b) The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

(c) The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, such policies shall be developed and the UFF shall be consulted prior to their implementation.

(1) Recognition of that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner which is appreciably greater than that associated with a traditional course;

(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4) Compensation, including recognition in an employee's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

(d) The employee shall not make use of appreciable university support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.

(e) (1) Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in intellectual property documents contained elsewhere. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.

(2) The university shall assist the employee in obtaining releases regarding instructional technology materials when:

- a. the university has asserted an interest in such materials; or
- b. the university has assigned the employee to develop such materials.

APPENDIX A
EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

A1. Exclusive Method.

(a) The Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under the Policy on Assignment of Responsibilities, where the dispute alleges that an employee's assignment has been imposed arbitrarily or unreasonably.

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

A2. Time Limits.

(a) The dispute shall not be processed unless it is filed within twenty (20) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

(b) All time limits contained herein may be extended by mutual agreement of the University and the United Faculty of Florida (UFF) representative. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

(c) All references to "days" herein refers to "business days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

A3. Assignment Dispute Resolution Procedures.

(a) An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within twenty (20) days after receipt of the assignment, file Part 1 of the ADR Form with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below, but did not receive before such conference.

(b) Within five (5) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within two (2) days after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee.

(c) If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than five (5) days after the initial conference.

(d) The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than five (5) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within two (2) days after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

(e) If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within five (5) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.

(f) Within five (5) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file.

(g) At the time that the completed ADR Form is submitted to the President's representative, the UFF representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than five (5) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin.

(h) The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

(i) Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.

(j) The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

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

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

(1) The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.

(2) The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this policy, that will aid in arriving at a just decision.

(3) The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) 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 Umpire's determination.

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

A4. Neutral Umpire Panel.

(a) The President's representative and the UFF representative shall meet within two (2) weeks of the acceptance of this policy for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not currently employed by the University, who meet the following qualifications:

- (1) familiarity with academic assignments;
- (2) an ability to serve as Neutral Umpire on short notice;
- (3) a willingness to serve on the Panel for at least one academic year;

and

- (4) acceptability to both the University and the UFF.

(b) The President's representative and the UFF representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire

Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Board of Trustees and a UFF member holding a statewide office or position shall select the Panel.

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

A5. Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the UFF.

PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR

Date Filed with Dean/Administrator

Date of Conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator

Date of Decision

PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO
NEUTRAL UMPIRE

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Employee's Name

Date of Receipt by President's
Representative

UFF Representative

Receipt Acknowledged by
President's Representative

PART 4: NEUTRAL UMPIRE'S DECISION

The disputed assignment was _____/was not _____ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested Remedy (Optional):

Neutral Umpire's Name

Employee's Name

Neutral Umpire's Signature

Date Decision Issued

EXHIBIT B

Interim Policy and Practice Cross-Reference List

The following subjects are grievable under the interim grievance procedure. Cross-references identify those materials setting forth the applicable policy or practice.

Note: References to Board of Regents or State University System policies or practices are not followed. Similarly, references to statewide government practices, except for participation in retirement and insurance programs, are not followed.

Subjects	Policy and Practice Cross-Reference
Academic freedom and responsibilities	Article 5 Faculty handbook Rule 6C-5.945(6)
Nondiscrimination	Article 6 Rule 6C7-3.001, 6C7-3.0134 Faculty handbook President's Statement
Appointment <ul style="list-style-type: none"> - Advertise openings - Annual employment agreement – changed preamble 	Section 8.1 Section 8.2 (second and fourth sentences) Section 8.4(a)(3), (b), (e), (f), (h) Section 8.5 Note: Settlement of grievances on faculty employment agreement language Rule 6C-5.910(1)(b), (2), (4)(a)
Assignment of responsibilities	Article 9 Faculty handbook Florida Statutes §1012.945 Rule 6C7-3.032
Performance Evaluations	Article 10 Faculty handbook Florida Statutes §§ 1012.93, 1012.94 Rule 6C7-3.010
Evaluation file	Article 11 Florida Statutes § 1012.91
Non-reappointment <ul style="list-style-type: none"> - excluding statewide elements - including a potential change in language under 12.2 (d) 	Article 12 Rule 6C7-3.0122 Rule 6C-5.910(3)
Layoff and Recall <ul style="list-style-type: none"> - no statewide look for alternate positions 	Article 13 Faculty Handbook Rule 6C7-3.0123

Promotion	Article 14 Rule 6C7-3.017 Faculty Handbook College and department policies as supplement to university-wide procedure Rule 6C-5.935(2)
Tenure - excluding references to Gulf Coast	Article 15 Rule 6C7-3.011 Faculty Handbook College and department policies as supplement to university-wide procedure Rule 6C-5.940(1)
Disciplinary Action and Job Abandonment	Interim University Policy on Disciplinary Action and Job Abandonment – Article 16
Leaves - except provisions requiring action by DSGI or relating to inter-agency transfer of leave balances	Multiple Human resources policies and information Article 17 Faculty Handbook
Intellectual Property	Article 18 Office of Sponsored Research policy
Conflict of interest/outside activities	Article 19 Rule 6C7-3.008, 6C7-3.018 Rule 6C-5.945(1) – (5) Florida Statutes Ch. 112
Meetings	Section 21.1 College and department policies Travel reimbursement policy
Office Space	Section 21.2 College and department practices
Health and Safety Conditions	Section 21.3
Defense of Civil Actions	Florida Statutes §§ 768.28, 1004.25 Section 21.4
Travel Advances	State travel reimbursement policies Section 21.5
Working Papers	Section 21.6
PDL/Sabbaticals	Article 22 Faculty handbook
Benefits and Retirement	Florida Statutes (Chapter 110 regarding insurance, participation in Florida Retirement System, and pretax benefits program) University policy on benefits for retirees Article 24

Deductions - including dues and other deductions	Articles 25, 26
Class titles	Section 28.6
Definitions - excluding "Board" and "SUS"	Article 32