

out of receiving any compensation other than travel, housing, and pre-determined expense reimbursement.

(6) If a nine-month employee is teaching a credit-bearing course in a study abroad program during the fall or spring semester, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

(7) If a twelve-month employee is teaching a credit-bearing course in a study abroad program, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

8.9 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The Office of Faculty Relations will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.

Article 9 (TA 2/22/2013)

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 is comprised 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 his/her supervisor.

(d) 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 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) 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, 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; and
- (4) the opportunity to fulfill applicable criteria for tenure, promotion, 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 University and the UFF 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 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 (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. The course assignment shall be communicated to employees no later than six (6) 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.

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 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 Section 9.2, 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. 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.

9.6 Teaching Schedule.

(a) An employee's teaching preferences should be honored to the extent possible.

(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 (9) 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 (12) hours, unless the employee and the supervisor agree to a schedule with a shorter time off between days.

9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University and the UFF 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.

9.8 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. See Article 17 regarding schedule adjustment for holiday assignment.

9.9 Instructional Technology.

(a) "Instructional technology material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.

(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, they shall develop such policies and consult with UFF pursuant to Article 2, prior to their implementation.

(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner 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 Article 18. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9.9(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.

9.10 Assignment Dispute Resolution.

(a) **Policy.** The University and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Article 9 of the Agreement that allege that an employee's assignment has been imposed arbitrarily or unreasonably.

(b) **Grievance Filing.** An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the BOT/UFF Agreement 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.

(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.

9.11 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 (30) days after the receipt of the assignment by the Grievant. If the Grievant's assignment begins prior to final resolution of the dispute, he or she 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 herein 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.

9.12 Assignment Dispute Resolution Procedures.

(a) A Grievant who believes that his or her assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form to the president's representative responsible for handling grievances. The president's representative shall notify the individual responsible for making the assignment or that individual's representative within three (3) 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 his or her 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 president'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 (4) days of receipt of Part 1 of the ADR Form, the individual responsible for making the assignment in question or his/her representative shall schedule and hold a meeting to discuss the dispute. Twenty-four (24) hours after this conference, the individual responsible for making the assignment or his or her 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 president'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 (4) 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 (4) 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 (24) 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 assignment or that person's representative and the president'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 (4) 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 president's representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

(f) Within seven (7) days of receipt of Part 3 of the ADR Form and other documentation, the president'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 president'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 (24) hours of that change.

(g) Within seven (7) days of receipt of all materials in (e) and (f) above, the president's representative shall schedule a meeting with the Grievant and/or the Grievant's representative for the purpose of selecting a Mediator from the Mediator Panel in a manner consistent with "4. Mediator Panel" (below). Selection of the Mediator shall be by mutual agreement or by alternatively striking names from the Mediator Panel list until one name remains. The last name remaining on the panel list shall be the Mediator of choice and the last name actually struck from the list shall serve as the alternate if the chosen Mediator cannot serve. The right of first choice to strike from the list shall be determined by the toss of a coin by a third party.

(h) The president's representative shall contact the selected Mediator no later than three (3) days following the selection. Should the Mediator selected be unable to serve, the president's representative shall notify the Grievant and/or Grievant's representative and contact the alternate Mediator within three (3) days. If neither Mediator can serve, the president's representative shall contact the Grievant and/or the Grievant's representative within three (3) days and schedule another selection meeting.

(i) Upon the agreement of the Mediator to participate, the president'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 president'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 (48) 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 president'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 (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 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 president's representative in fashioning an appropriate remedy.

9.13 Mediator Panel.

(a) The president's representative and the UFF Grievance Representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Mediator Panel. The Panel shall consist of no fewer than five (5) and no more than nine (9) individuals, who meet the following qualifications:

- (1) a mediator certified in the state of Florida;
- (2) familiarity with academic assignments at Florida universities;
- (3) an ability to serve on short notice;
- (4) a willingness to serve on the Panel for one academic year; and
- (5) acceptability to both the University and the UFF.

(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.

9.14 Expenses. All fees and costs of the Mediator shall be borne equally by the University and the UFF when the UFF represents the Grievant.

Article 10 (TA 9/14/2012)

ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

10.1 Annual Evaluations.