

1 **ARTICLE 9**

2 **ASSIGNMENT OF RESPONSIBILITIES**

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4 **9.1 Policy.** The parties agree that:

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

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

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

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

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

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

28  
29 **9.2 Considerations in Assignment.**

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

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

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

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

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

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

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

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

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

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

69

### 70 9.3 Annual Assignment.

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

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

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

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

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

92

### 93 9.4 Summer Assignment.

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

Commented [CP1]: UFF proposal #3 strikes "person responsible for making an assignment" and replaces it with "supervisor."

BOT: the person responsible for the assignment is the logical person to contact here. Suggestion not accepted.

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

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

103

#### 104 **9.5 Place of Employment.**

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

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

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

120

#### 121 **9.6 Teaching Schedule.**

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

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

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

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

134

135 **9.7 Workweek.** Scheduled hours for all employees shall not normally exceed forty  
136 hours per week. Time shall be allowed within the normal working day for research, creative  
137 activities, teaching, or other activities required of the employee, when a part of the assigned  
138 duties. Supervisors are encouraged to make appropriate adjustments in the timing and  
139 number of scheduled hours in recognition of evening, night, and weekend assignments, and  
140 for periods when an employee is on call. Evenings, nights, and weekends when an  
141 employee is on call shall be considered in making other duty assignments. See the Article  
142 17, Leaves, regarding schedule adjustment for holiday assignment.

143

144 **9.8 Assignment Dispute Resolution.**

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

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

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

162 (d) Timely Processing. Time limits noted in this ADR procedure give the maximum  
163 amount of time allotted to each part of this procedure. All parties are encouraged to  
164 complete their portion of the ADR procedure as quickly as possible, while also allowing  
165 enough time to complete the work in a competent manner.  
166

167 **9.9 Time Limits.**

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

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

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

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

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

182 (d) Time Limit Extensions. All time limits contained within this Article may be extended  
183 by mutual agreement of the administrator at the level at which the extension is requested  
184 and the Grievant or the Grievant's representative. Upon failure of the Grievant or the  
185 Grievant's representative to comply with the time limits herein, the dispute shall be deemed  
186 to have been finally determined at the prior step.  
187

188 **9.10 Assignment Dispute Resolution Procedures.**

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

**Commented [CP2]:** The ADR process is necessarily more speedy.  
UFF proposal #3 appears to accept this change. Want to be sure before accepting it.  
**Commented [CP3R2]:** All other BOT proposed date changes were removed from this version (BOT #3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

270

#### 271 **9.11 Mediator Panel.**

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

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

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279 **9.12 Expenses.** All fees and costs of the Mediator shall be borne equally by the parties.