

1 ARTICLE 9

2 **ASSIGNMENT OF RESPONSIBILITIES**

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.

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

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 **9.5 Place of Employment.**

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

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

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

119 **9.6 Teaching Schedule.**

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

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

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

130 **9.7 Workweek.** Scheduled hours for all employees shall not normally exceed forty
131 hours per week. Time shall be allowed within the normal working day for research, creative
132 activities, teaching, or other activities required of the employee, when a part of the assigned
133 duties. Supervisors are encouraged to make appropriate adjustments in the timing and
134 number of scheduled hours in recognition of evening, night, and weekend assignments, and
135 for periods when an employee is on call. Evenings, nights, and weekends when an
136 employee is on call shall be considered in making other duty assignments. See the Article
137 17, Leaves, regarding schedule adjustment for holiday assignment.

138 **9.8 Assignment Dispute Resolution.**

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

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

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

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

164 9.9 Time Limits.

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

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

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

176 (1) email or

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

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

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

185 9.10 Assignment Dispute Resolution Procedures.

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

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

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

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

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

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

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

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

236 (h) The University's representative shall contact the selected Mediator no later than
237 seven days following the selection. Should the Mediator selected be unable to serve, the
238 **University's** representative shall notify the Grievant and/or Grievant's representative and
239 contact an alternate Mediator within seven days. If neither Mediator can serve, the

240 University's representative shall contact the Grievant and/or the Grievant's representative
241 within three days and schedule another selection meeting.

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

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

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

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

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

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

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

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

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

268

269 **9.11 Mediator Panel.**

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

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

276

277 **9.12 Expenses.** All fees and costs of the Mediator shall be borne equally by the parties.