

1 ARTICLE 9  
2 ASSIGNMENT OF RESPONSIBILITIES

3 9.1 Policy.

4 The parties agree that:

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

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

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

18 (d) No employee’s assignment shall be imposed arbitrarily or unreasonably. If  
19 an employee believes that their instructional assignment has been so imposed,  
20 the employee should proceed to address the matter through the procedures in  
21 the exclusive assignment dispute resolution (ADR) ~~grievance-dispute~~ procedure in  
22 Sections ~~9.810-9.1013~~ of this Agreement, which shall be the exclusive method for  
23 resolving such disputes.

Commented [CP1]: Corrects reference.

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

Commented [CP2]: No longer relevant language. MY appt is terminal.

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

31 **9.2 Considerations in Assignment.**

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

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

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

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

49 (4) for A&P employees and other employees without an instructional  
50 assignment, the preparation required, the number of students or clients served,  
51 whether the responsibilities of the position have appreciably changed or  
52 increased since the past year, whether travel to another location is required, the  
53 availability and adequacy of materials and equipment and other support services  
54 needed to perform the assignment, any changes in the assignment that may have  
55 resulted from previous evaluations, and

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

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

62 (c) The University and the UFF recognize that, while the Legislature has  
63 described the minimum full academic assignment in terms of twelve contact  
64 hours of instruction or equivalent research and service, the professional

65 obligation undertaken by a faculty member will ordinarily be broader than that  
66 minimum. In like manner, the professional obligation of other professional  
67 employees is not easily susceptible to quantification. The University has the right,  
68 in making assignments, to determine the types of duties and responsibilities that  
69 comprise the professional obligation and to determine the mix or relative  
70 proportion of effort an employee may be required to expend on the various  
71 components of the obligation.

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

### 76 9.3 Annual Assignment.

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

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

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

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

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

#### 100 9.4 Summer Assignment.

101 (a) The supplemental summer instructional assignment, like that for the  
102 academic year, includes the normal activities related to such an assignment as  
103 defined by the department/unit and the nature of the course, such as course  
104 preparation, minor curriculum development, lectures, evaluation of student  
105 efforts, academic advising, research, and service, including, but not limited to,  
106 department, college, and university committee meetings.

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

#### 110 9.5 Place of Employment.

111 (a) Principal. Each employee shall be assigned one principal place of  
112 employment, as stated on the annual employment agreement. Where possible,  
113 an employee shall be given at least one full semester notice of a change in  
114 principal place of employment. The employee shall be granted, upon written  
115 request, a conference with the person responsible for making the change to  
116 express concerns regarding such change, including concerns regarding  
117 considerations in assignment as described in ~~the~~ Section 9.2 above. Voluntary  
118 changes and available new positions within the department shall be considered  
119 prior to involuntary changes, if practicable.

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

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

128 **9.6 Teaching Schedule.**

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

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

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

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

149 **9.8 Assignment Dispute Resolution.**

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

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

160 (c) Representation. The UFF shall have the right to represent any  
161 [DisputantGrievant](#) in a [disputegrievance](#) filed hereunder, unless the  
162 [DisputantGrievant](#) elects self-representation or to be represented by legal  
163 counsel. If a [DisputantGrievant](#) elects not to be represented by the UFF, the  
164 University shall promptly inform the UFF in writing that the ADR has been filed.  
165 Resolution of any individually processed ADR [DisputeGrievance](#) shall be consistent  
166 with the terms of this Agreement and for this purpose the UFF shall have the right  
167 to have an observer present at all meetings called for the purpose of discussing  
168 this dispute and shall be sent copies of all decisions at the same time as they are  
169 sent to the other parties.

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

#### 175 9.9 Time Limits.

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

180 (b) Receipt of Assignment. The dispute shall not be processed unless it is filed  
181 within fourteen days after the receipt of the instructional assignment by the  
182 [DisputantGrievant](#). If the [GrievantDisputant](#)'s instructional assignment begins  
183 prior to final resolution of the dispute, they shall perform the assignment until the  
184 matter is resolved using this procedure.

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

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

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

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

198 **9.10 Assignment Dispute Resolution Procedures.**

199 (a) A DisputantGrievant who believes that their instructional assignment has  
 200 been imposed arbitrarily or unreasonably shall, within fourteenthirty days after  
 201 receipt of the assignment, file Part 1 of the ADR Form to the University's  
 202 representative responsible for handling such filingsgrievances. The University's  
 203 representative shall notify the individual responsible for making the instructional  
 204 assignment, or that individual's representative, within three days of the filing of  
 205 the ADR Form in Appendix F Grievance. The filing of Part 1 of the ADR Form shall  
 206 be accompanied by a brief and concise statement of the GrievantDisputant's  
 207 arguments, and any relevant documentation supporting their position. This  
 208 documentation shall be placed in a file entitled "Employee's Assignment Dispute  
 209 Resolution File," which shall be kept separate from the GrievantDisputant's  
 210 evaluation file. Additional documentation shall not be considered in the ADR  
 211 process, except by agreement of the University's representative, unless it is  
 212 specifically named documentation that the DisputantGrievant or the  
 213 GrievantDisputant's representative requested from the university prior to the  
 214 conference held pursuant to (b) below, but did not receive before such  
 215 conference.

216 (b) Within four days of receipt of Part 1 of the ADR Form in Appendix F, the  
 217 individual responsible for making the instructional assignment in question or their  
 218 representative shall schedule and hold a meeting to discuss the dispute. Twenty-  
 219 four hours after this conference, the individual responsible for making the  
 220 instructional assignment, or their representative, shall complete Part 1 of the ADR  
 221 Form and deliver it to the DisputantGrievant and/or GrievantDisputant's  
 222 representative, the Dean or the Dean's representative and the University's  
 223 representative.

Commented [CR3]: For consistency with 9.9 (b).

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

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

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

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

254 ~~(g) Within seven days of receipt of all materials in (e) and (f) above, the~~  
255 University's representative shall schedule a meeting with the Grievant and/or the  
256 Grievant's representative for the purpose of discussing the grievance and possible



257 remedies in the event the University's representative would conclude the  
258 Grievant's assignment is arbitrary or unreasonable. This meeting is to be  
259 scheduled no later than four days after the filing of Part 3 of the ADR form. The  
260 University's representative shall submit their decision to all parties involved, on  
261 Part 4 of the ADR form within forty-eight hours after the conclusion of the  
262 meeting. The decision will include reasons why the University's representative  
263 reached their conclusion and, when appropriate, a suggested remedy. selecting a  
264 Mediator and alternate(s) from a Mediator Panel chosen jointly by the University  
265 and the UFF. Selection of a Mediator from the panel shall be by mutual  
266 agreement.

267 (gh) The ADR process ends after Part 4 of the ADR form is delivered, unless  
268 the dispute was resolved at an earlier step of the ADR procedure. The University's  
269 representative shall contact the selected Mediator no later than three days  
270 following the selection. Should the Mediator selected be unable to serve, the  
271 University's representative shall notify the Grievant and/or Grievant's  
272 representative and contact an alternate Mediator within three days. If neither  
273 Mediator can serve, the University's representative shall contact the Grievant  
274 and/or the Grievant's representative within three days and schedule another  
275 selection meeting.

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

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

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

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

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

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

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

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

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

304 ~~9.11— Mediator Panel.~~

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

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

312 ~~9.12— Expenses. All fees and costs of the Mediator shall be borne equally by the~~  
313 ~~parties.~~