

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) 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.

(b) Recognizing that members of the bargaining unit differ in employee classification, tenure status, length of appointment, and work requirements, their schedules and assignments will vary. However, each employee shall be given assignments that provide equitable opportunity, in relation to other employees in the same department/unit, with the same type/length of appointment and responsibilities, to meet the required standards for promotion, merit salary increases, and, if applicable, tenure, or renewal of multi-year appointments.

(c) The University shall make a reasonable effort to provide employees with resources, training, facilities and equipment for carrying out their assignments.

(d) 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;

47 (3) for employees who are instructional faculty, the character of the
48 assignment, including but not limited to the number of hours of instruction, the preparation
49 required, whether the employee has taught the course in the past, the average number of students
50 enrolled in the course in past semesters and the time required by the course, whether travel to
51 another location is required, the number of preparations required, the employee's assignments in
52 other semesters, the terms and conditions of a contract or grant from which the employee is
53 compensated, the use of instructional technology, the availability and adequacy of materials and
54 equipment, clerical services, student assistants, and other support services needed to perform the
55 assignments, and any changes that have been made in the assignment, including those which may
56 have resulted from previous evaluations of the employee; ~~and~~

57 (4) for A&P employees, the preparation required, the number of students or
58 clients served, whether the responsibilities of the position have appreciably changed or increased
59 since the past year, whether travel to another location is required, the availability and adequacy
60 of materials and equipment and other support services needed to perform the assignment, and
61 any changes in the assignment that may have resulted from previous evaluations, and

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

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

67 (c) The University and the UFF recognize that, while the Legislature has described
68 the minimum full academic assignment in terms of twelve-~~(12)~~ contact hours of instruction or
69 equivalent research and service, the professional obligation undertaken by a faculty member will
70 ordinarily be broader than that minimum. In like manner, the professional obligation of other
71 professional employees is not easily susceptible of quantification. The University has the right,
72 in making assignments, to determine the types of duties and responsibilities that comprise the
73 professional obligation and to determine the mix or relative proportion of effort an employee
74 may be required to expend on the various components of the obligation.

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

78 79 **9.3 Annual Assignment.**

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

84 Except for an assignment made at the beginning of an employee's employment, the
85 person responsible for making an assignment shall notify the employee prior to making the final
86 written assignment. The assignment shall be communicated to employees no later than six-~~(6)~~
87 weeks in advance of its starting date, if practicable.

88 (b) Instructional Assignment. The period of an instructional assignment during an
89 academic year shall not exceed an average of seventy-five-~~(75)~~ days per semester and the period
90 for testing, advisement, and other scheduled assignments shall not exceed an average of ten-~~(10)~~
91 days per semester. Within each semester, activities referred to above shall be scheduled during
92 contiguous weeks with the exception of spring break, if any. The course assignment shall be

93 communicated to employees no later than six-~~(6)~~ weeks in advance of its starting date, if
94 practicable.

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

98 (d) For employees, the employment agreement indicates when they are "on contract."
99 Nine-month employees are typically on assignment from August 8 until May 7, and twelve-
100 month employees from August 8 until August 7 annually. If the employee wishes to be absent
101 during this period, as soon as practicable, employees must request appropriate leave in advance
102 of that travel or other work absence.

103 104 **9.4 Summer Assignment.**

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

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

113 114 **9.5 Place of Employment.**

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

122 (b) Secondary. Each employee, where possible, shall be given at least ninety (90)
123 days written notice of assignment to a secondary place of employment. The employee shall be
124 granted, upon written request, a conference with the person responsible for making the change to
125 express concerns regarding such change. Travel expenses shall be paid at the state rate and in
126 accordance with the applicable provisions of state law.

127 128 **9.6 Teaching Schedule.**

129 (a) An employee's teaching preferences should be honored to the extent possible,
130 -however, the supervisor must also attend to programmatic need, budget availability, student
131 demand, and maximization of classroom utilization.

132 (b) Teaching schedules should be established, if practicable, so that the time between
133 the beginning of the first assignment and the end of the last assignment for any one day does not
134 exceed nine-~~(9)~~ hours unless the employee and the supervisor agree to a schedule with longer
135 hours.

136 (c) The usual length of time between the end of the last assignment on one day and
137 the beginning of the first assignment on the next day shall be at least twelve-~~(12)~~ hours, unless
138 the employee and the supervisor agree to a schedule with a shorter time off between days.

139

140 **9.7 Equipment.** When equipment is required for classes, it is desirable that there be
141 sufficient equipment to accommodate the students assigned thereto. The University and the UFF
142 are committed to seek funding to provide for the replacement of obsolete equipment, recognizing
143 the necessity for maintaining an adequate inventory of technologically current equipment.

144

145 **9.8 Workweek.** Scheduled hours for all employees shall not normally exceed forty ~~(40)~~
146 hours per week. Time shall be allowed within the normal working day for research, teaching, or
147 other activities required of the employee, when a part of the assigned duties. Supervisors are
148 encouraged to make appropriate ~~reductions or~~ adjustments in the timing of scheduled ~~number of~~
149 hours ~~scheduled~~ in recognition of evening, night, and weekend assignments, and for periods
150 when an employee is on call. Evenings, nights, and weekends when an employee is on call shall
151 be considered in making other duty assignments. See Article 17 regarding schedule adjustment
152 for holiday assignment.

153

154

155 **9.9—Instructional Technology.**

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

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

167 (c) ~~—The University shall review the considerations stated in (1) through (4), below,~~
168 ~~which may be raised by employee development and use of instructional technology/distance~~
169 ~~learning. It is recognized that these considerations may already apply to other employee~~
170 ~~instructional activities and, therefore, be addressed by existing University policies and~~
171 ~~procedures. If the University concludes that new or revised policies are needed, they shall~~
172 ~~develop such policies and consult with UFF pursuant to Article 2, prior to their implementation.~~

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

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

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

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

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

187 ~~(e)~~

188 ~~(1) — Provisions governing releases to be obtained when the University has an~~
189 ~~interest in instructional technology are contained in Article 18. Consistent with such provisions~~
190 ~~and prior to the use of the instructional technology materials described in Section 9.9(a), above,~~
191 ~~releases shall be obtained from persons appearing in, or giving financial or creative support to~~
192 ~~their development or use, and the employee shall certify that such development or use does not~~
193 ~~infringe upon any existing copyright or other legal right. The employee shall be liable to the~~
194 ~~University for judgments resulting from such infringements.~~

195 ~~(2) — The University shall assist the employee in obtaining releases regarding~~
196 ~~instructional technology materials when:~~

197 ~~a. — the University has asserted an interest in such materials; or~~

198 ~~b. — the University has assigned the employee to develop such~~
199 ~~materials.~~

200

201 **9.10 Assignment Dispute Resolution.**

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

205 (b) Grievance Filing. An employee who alleges that the assignment has been
206 imposed arbitrarily or unreasonably may file a grievance under Article 20 ~~of the BOT/UFF~~
207 ~~Agreement~~ only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure
208 delineated below, not to seek a determination as to whether an assignment has been arbitrarily or
209 unreasonably imposed.

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

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

222

223 **9.11 Time Limits.**

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

228 (b) Receipt of Assignment. The dispute shall not be processed unless it is filed
229 within thirty ~~(30)~~ days after the receipt of the assignment by the Grievant. If the Grievant's

230 assignment begins prior to final resolution of the dispute, he or she shall perform the assignment
231 until the matter is resolved using this procedure.

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

234 (1) email or

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

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

238 (d) Time Limit Extensions. All time limits contained herein may be extended by
239 mutual agreement of the administrator at the level at which the extension is requested and the
240 Grievant or the Grievant's representative. Upon failure of the Grievant or the Grievant's
241 representative to comply with the time limits herein, the dispute shall be deemed to have been
242 finally determined at the prior step.

243

244 **9.12 Assignment Dispute Resolution Procedures.**

245 (a) A Grievant who believes that his or her assignment has been imposed arbitrarily
246 or unreasonably shall, within thirty ~~(30)~~ days after receipt of the assignment, file Part 1 of the
247 ADR Form to the presidentUniversity's representative responsible for handling grievances. The
248 presidentUniversity's representative shall notify the individual responsible for making the
249 assignment or that individual's representative within three ~~(3)~~ days of the filing of the ADR
250 Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise
251 statement of the Grievant's arguments, and any relevant documentation supporting his or her
252 position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute
253 Resolution File," which shall be kept separate from the Grievant's evaluation file. Additional
254 documentation shall not be considered in the ADR process except by agreement of the
255 presidentUniversity's representative unless it is specifically named documentation that the
256 Grievant or the Grievant's representative requested from the university prior to the conference
257 held pursuant to (b) below, but did not receive before such conference.

258 (b) Within four ~~(4)~~ days of receipt of Part 1 of the ADR Form, the individual
259 responsible for making the assignment in question or his/her representative shall schedule and
260 hold a meeting to discuss the dispute. Twenty-four ~~(24)~~ hours after this conference, the
261 individual responsible for making the assignment or his or her representative shall complete Part
262 1 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the Dean or
263 the Dean's representative and the presidentUniversity's representative.

264 (c) If the Grievant continues to be aggrieved following the initial conference, he or
265 she shall file the ADR Form, with Part 2 completed, with the Dean or the Dean's representative
266 no later than four ~~(4)~~ days after receipt of the ADR Part 1 decision.

267 (d) The Dean or the Dean's representative shall schedule a meeting with the Grievant
268 and/or the Grievant's representative to be held no later than four ~~(4)~~ days after filing Part 2 of the
269 ADR Form. At this meeting, the Grievant, the Grievant's representative, and the Dean or
270 appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four
271 ~~(24)~~ hours after the conclusion of this meeting, the Dean or the Dean's representative shall
272 complete Part 2 of the ADR Form and deliver it to the Grievant and/or Grievant's representative,
273 the individual responsible for making the assignment or that person's representative and the
274 presidentUniversity's representative.

275 (e) If consultation with the Dean or the Dean's representative does not resolve the
276 matter, the Grievant and/or the Grievant's representative may file, within four-~~(4)~~ days of receipt
277 of the Part 2 decision and with the approval of the UFF, Part 3 of the ADR Form (with
278 supporting documentation) with the presidentUniversity's representative, indicating an intention
279 to submit the dispute to a Mediator certified in Florida.

280 (f) Within seven-~~(7)~~ days of receipt of Part 3 of the ADR Form and other
281 documentation, the presidentUniversity's representative shall place a written statement of the
282 University's position, a list of the University's expected witnesses, and other relevant
283 documentation in the Grievant's ADR file. As soon as practicable thereafter, a copy of all
284 documents placed in the Grievant's ADR File shall be presented to the Grievant and the
285 Grievant's representative, who shall provide the presidentUniversity's representative with a list
286 of the Grievant's expected witnesses, which will be placed in the Grievant's ADR File. Any
287 change in either the University's or the Grievant's witness list shall be shared with everyone
288 involved in the ADR within twenty-four-~~(24)~~ hours of that change.

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

298 (h) The presidentUniversity's representative shall contact the selected Mediator no
299 later than three-~~(3)~~ days following the selection. Should the Mediator selected be unable to serve,
300 the presidentUniversity's representative shall notify the Grievant and/or Grievant's representative
301 and contact ~~the an~~ alternate Mediator within three-~~(3)~~ days. If neither Mediator can serve, the
302 presidentUniversity's representative shall contact the Grievant and/or the Grievant's
303 representative within three-~~(3)~~ days and schedule another selection meeting.

304 (i) Upon the agreement of the Mediator to participate, the presidentUniversity's
305 representative shall provide the Mediator with the Grievant's ADR File.

306 (j) The ADR Meeting with the Mediator shall be scheduled as soon as practicable
307 after the Mediator has received the Grievant's ADR File. The presidentUniversity's
308 representative shall notify the Grievant and/or the Grievant's representative of the time and place
309 of the ADR Meeting no later than forty-eight-~~(48)~~ hours prior to it being convened.

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

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

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

316 (2) The Grievant's representative shall be the sole representative for the
317 Grievant, and the presidentUniversity's representative shall be the sole representative of the
318 University. Each representative may have one individual present to assist in the presentation of
319 the Grievant's case.

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

322 (4) The Mediator shall submit to all parties, on Part 4 of the ADR Form
323 within forty-eight ~~(48)~~ hours after the close of the ADR Meeting, a written, binding decision as
324 to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include
325 the reasons for the Mediator's determination.

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

330 **9.13 Mediator Panel.**

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

335 ~~—— (1) —— a mediator certified in the state of Florida;~~

336 ~~—— (2) —— familiarity with academic assignments at Florida universities;~~

337 ~~—— (3) —— an ability to serve on short notice;~~

338 ~~—— (4) —— a willingness to serve on the Panel for one academic year; and~~

339 ~~—— (5) —— acceptability to both the University and the UFF.~~

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

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344
345 **9.14 Expenses.** All fees and costs of the Mediator shall be borne equally by the University
346 and the UFF ~~when the UFF represents the Grievant.~~