

1 **ARTICLE 9**
2 ***ASSIGNMENT OF RESPONSIBILITIES***
3

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

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

10 (b) An employee's professional obligation is comprised of both
11 scheduled and non-scheduled activities.

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

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

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

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

32 (f) A written commitment made by the University to a faculty member
33 regarding the faculty member's assignments or matters associated with the
34 assignments shall be subject to enforcement under Article 20, Grievance
35 Procedure and Arbitration.

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38 **9.2 Considerations in Assignment.**

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

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

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

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

57 (4) the opportunity to fulfill applicable criteria for tenure,
58 promotion, -multi-year appointments, and merit salary increases.

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

63 (c) The University and the UFF recognize that, while the e-Legislature
64 has -described the minimum full academic assignment in terms of twelve

65 ~~(12)~~
66 contact -hours of instruction or equivalent research and service, the professional
67 obligation undertaken by a faculty member will ordinarily be broader than that
68 minimum. In like manner, the professional obligation of other professional
69 employees is not easily susceptible of quantification. The University has the
70 right, in making assignments, to determine the types of duties and
71 responsibilities that comprise the professional obligation and to determine the
72 mix or relative proportion of effort an employee may be required to expend on
73 the various components of the obligation.

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

77 classes.

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80 **9.3 Annual Assignment.**

81 (a) Communication of Assignment.

82 (1) A tentative assignment of responsibilities shall be provided no later
83 than May 1. Employees shall be apprised in writing, at the beginning of their
84 employment and each year of employment thereafter, of the assignment of effort
85 expected in teaching, research and other creative activities, service,
86 administration, and of any other specific duties assigned for that year. New
87 employees shall be informed of assigned duties with their initial employment
88 agreement.

89 (2) Employees shall be notified of the final assignment in writing no later
90 than six weeks before the starting date of each term. Communication of
91 Assignment. Employees shall be apprised in
92 writing, at the beginning of their employment and each year of
93 employment
94 thereafter, of the assignment of effort expected in teaching, research and
95 other
96 creative activities, public service, and of any other specific duties
97 assigned for
98 that year.

99 Except for an assignment made at the beginning of an employee's
100 employment, the person responsible for making an assignment shall notify the
101 employee prior to making the final written assignment. The assignment shall
102 be communicated to employees no later than six (6) weeks in advance of its
103 starting date, if practicable.

104 (b) Instructional Assignment. The period of an instructional
105 assignment during an academic year shall not exceed an average of seventy-five
106 ~~(75)~~ days per semester and the period for testing, advisement, and other
107 scheduled assignments shall not exceed an average of ten ~~(10)~~ days per
108 semester. Within each semester, activities referred to above shall be scheduled
109 during contiguous weeks with the exception of spring break, if any. The course
110 assignment, ~~and their~~ enrollment capacity, shall be communicated to
111 employees no later than six ~~(6)~~ weeks ~~in~~
112 ~~advance of before~~ its starting date, ~~if practicable.~~

113 (c) Change in Assignment. Should it become necessary to make
114 changes in an employee's assignment, the person responsible for making the

change shall notify the employee prior to making such change and shall specify such change in writing.

9.4 Calculating FTE. Each full time employee shall be assigned a total of 12 classroom contact hours per week, or equivalent in research, service, administration, and other duties, for each of the regular semesters, excluding summer. A classroom contact hour means a regularly scheduled activity of not less than 50 minutes in a course of instruction approved by the university. For the purposes of this section, classroom contact hours for non-face-to-face modalities shall be the same as if they were offered in a face-to-face modality. For example, a course that is regularly scheduled for three hours of classroom contact hours (e.g., two 75 minute sessions or three 50 minute sessions), shall be three hours of classroom contact hours in any other modality. In another example, a laboratory session that requires six hours of contact time in a face-to-face modality, shall be six classroom contact hours in any modality it is offered.

(a) Undergraduate Courses. The percent effort for a given course is obtained by dividing the number of classroom contact hours by 12 and multiplying by 100%.

(b) Graduate Courses. The percent efforts for a given course are obtained by dividing the number of classroom contact hours by 12 and multiplying by 133%.

(c) Combined Undergraduate and Graduate Courses. The percent effort for a combined course are obtained by dividing the number of classroom contact hours by 12 and multiplying by 150%.

(d) Directed Individual Studies. The percent effort will be calculated based on 0.5 contact hours per student enrolled. Directed Individual Studies will be offered and approved at the Dean's discretion. Directed Individual Studies will not be offered for more than five students per course.

UCF Course Classroom Contact Hour Table

Assigned responsibility shall be calculated to the nearest single decimal only.

<u>Course Classroom Contact Hours</u>	<u>Undergraduate Effort %</u>	<u>Graduate Effort %</u>	<u>Combined Undergraduate and Graduate Course</u>
<u>1</u>	<u>8.3</u>	<u>11.1</u>	<u>12.5</u>

<u>2</u>	<u>16.7</u>	<u>22.2</u>	<u>25.0</u>
<u>3</u>	<u>25.0</u>	<u>33.3</u>	<u>37.5</u>
<u>4</u>	<u>33.3</u>	<u>44.3</u>	<u>50.0</u>
<u>5</u>	<u>41.7</u>	<u>55.4</u>	<u>62.5</u>

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149 (e) Other instructional efforts in a non-classroom environment, such as (i)
 150 Thesis/Dissertation Supervision; (ii) Supervision of Interns; (iii) Clinical
 151 Activity; (iv) preparation of class materials and (v) assigned office hours, will
 152 be based on average weekly direct contact hours with students.

153 (f) Academic advisement will be based on 0.4% FTE per assigned
 154 advisee.

155 (g) Other non-instructional efforts such as (i) Academic Admin/Support
 156 Services; (ii) Leave of Absence with Pay; (iii) Public or Institutional Service;
 157 (iv) Supervision of Cooperative Education; (v) University Governance; and (vi)
 158 Research and other Sponsored Activities, will be based on the average number
 159 of weekly hours dedicated to such effort, divided by 40 and multiplied by 100%.

160 (h) Effect of work load on FTE. Many factors affect the quality of
 161 education, including class size, instructional methods, and active and engaged
 162 learning strategies. Maintaining quality of education may require more direct
 163 contact or place greater demands on the instructor. These workload factors shall
 164 be incorporated into the FTE calculation as specified below.

165 (1) Courses with an enrollment capacity of 76 - 150 students shall
 166 afford a 50% increase in assigned effort for that course. Courses with an
 167 enrollment capacity of more than 150 students shall afford a 100%
 168 increase in assigned effort for that course. If actual enrollment exceeds the
 169 enrollment capacity, the actual enrollment is used for this calculation.

170 (2) Courses that are combined lecture plus lab shall be uncombined
 171 into a lecture and a lab when two conditions are met:

172 (i) the instructor for both lecture and lab are not the same
 173 employee, and

174 (ii) the employee teaching the lecture does not supervise the
 175 lab or engage in laboratory instruction.

176 (3) A new preparation, substantial revisions to an existing course,
 177 or a change in course modality (e.g., changing a face-to-face course to an on-
 178 line course) shall afford a 50% increase in assigned effort for that course.

179 (4) A course that is assigned less than six weeks before its starting
 180 date shall afford a 50% increase in assigned effort for that course.

181 (5) Other situations that place extra demands on instructors to
182 maintain quality of instruction shall be provided an appropriate increase in
183 assigned effort for that course.

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185 **9.5 Minimum course size.** Course minimums shall be no more than twelve
186 students for undergraduate courses and no more than six students for graduate
187 courses. Courses with a lower enrollment cap shall be allowed with permission
188 of the department or unit chair.

189
190 **9.6 Office hours.**

191 (a) Employees shall hold an average of one office hour per week for each
192 classroom or on-line course for which they are the instructor of record.

193 Additional office hours may be scheduled by appointment.

194 (b) Office hours shall be scheduled to accommodate demand during
195 advising periods, before examinations, and other times of peak student demand.

196 (c) Employees may hold office hours on-line for mixed mode and on-line
197 courses.

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200 **9.7 Resolution of Assignment Disputes**

201 (a) An employee shall, upon written request, be granted a conference with
202 their supervisor to express concerns. If the conference does not resolve the
203 employee's concerns, the employee shall be granted, upon written request, an
204 opportunity to discuss those concerns with their dean or equivalent. The
205 employee shall perform the assignment until final resolution of the matter as
206 prescribed in this Agreement.

207 (b) No employee's assignment shall be arbitrary or unreasonable.

208 (c) Assignments shall be deemed arbitrary or unreasonable if one or more
209 of the following applies:

210 (1) The assignment was made without providing the employee the
211 opportunity to consult about the assignment.

212 (2) After consulting with the employee, the University did not make
213 a fair and reasonable attempt to accommodate the employee's
214 circumstances. In this regard, the parties recognize the following:

215 a. Assignments are driven primarily by employee **experience**
216 **and** expertise, and program and curricular needs.

217 b. Not all circumstances can be accommodated, and that
218 inability to accommodate does not in and of itself represent an
219 arbitrary or unreasonable assignment.

220 (3) The time between the beginning of the first assignment
221 and the end of the last assignment in any one day exceeds eight
222 hours, unless the employee has agreed to such an arrangement.

223 (4) The time between the end of the last assignment on one
224 day and the beginning of the first assignment for the next day is less
225 than twelve hours, unless the employee has agreed to such an
226 arrangement.

227 (d) Assignments are subject to the provisions of the Grievance
228 Procedure and Arbitration article.

229 (e) If the dean denies an employee's request for re-assignment, the
230 University shall provide the reason in writing to the employee, with a
231 copy to the UFF-UCF Chapter President.

232 **9.4 Summer Assignment.**

233 ~~(a) The supplemental summer instructional assignment, like that for~~
234 ~~the academic year, includes the normal activities related to such an assignment~~
235 ~~as defined by the department/unit and the nature of the course, such as course~~
236 ~~preparation, minor curriculum development, lectures, evaluation of student~~
237 ~~efforts, academic advising, research, and department, college, and university~~
238 ~~committee meetings.~~

239 ~~(b) The employee may be assigned reasonable and necessary noninstructional~~
240 ~~duties related to the summer instructional appointment prior to the~~
241 ~~conclusion of the academic year appointment.~~

242 **9.5-8 Place of Employment.**

243 (a) Principal. Each employee shall be assigned one principal place of
244 employment, as stated on the annual employment agreement.

245 ~~(b) Where possible,~~

246 ~~an An~~ employee shall be given at least one full semester notice of a change in
247 principal place of employment. The employee shall be granted, upon written
248 request, a conference with the person responsible for making the change to
249 express concerns regarding such change, including concerns regarding
250 considerations in assignment as described in Section 9.2, above. Voluntary
251 changes and available new positions within the department shall be considered
252 prior to involuntary changes, ~~if practicable.~~

253 ~~(bc)~~ Secondary. Each employee, ~~where possible,~~ shall be given at least
254 ninety ~~(90)~~ days written notice of assignment to a secondary place of

255 employment. The employee shall be granted, upon written request, a
256 conference with the person responsible for making the change to express
257 concerns regarding such change. Travel expenses shall be paid at the state rate
258 and in accordance with the applicable provisions of state law.

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260 **9.6-9 Teaching Work Schedule.**

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

263 ~~(ba) Teaching Work~~ schedules ~~should~~ shall be established ~~, if practicable,~~ so
264 that

265 the time between the beginning of the first assignment and the end of the last
266 assignment for any one day does not exceed nine ~~(9)~~ hours unless the employee
267 and the supervisor agree to a ~~_~~ schedule with longer hours.

268 ~~(eb) The time between the end of the last assignment on one day and the~~
269 ~~beginning of the first assignment for the next day shall be at least twelve~~
270 ~~hours~~ ~~The usual length of time between the end of the last assignment on~~
271 ~~one day and the beginning of the first assignment on the next day shall be at~~
272 ~~least twelve (12) hours,~~ unless the employee and the supervisor agree to a
273 schedule with a shorter time off between assignments on consecutive days.

274 ~~(c) An employee's work preferences should be honored to the~~
275 ~~extent possible.~~

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277 **9.7 Equipment.** ~~When equipment is required for classes, it is desirable~~
278 ~~that there be sufficient equipment to accommodate the students assigned~~
279 ~~thereto. The University and the UFF are committed to seek funding to provide~~
280 ~~for the replacement of obsolete equipment, recognizing the necessity for~~
281 ~~maintaining an adequate inventory of technologically current equipment.~~

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283 **9.8-10 Workweek.** ~~Scheduled Work~~ hours for all employees shall not normally
284 exceed forty ~~(40)~~ hours per week. Time shall be allowed within the normal
285 working day for research, teaching, service, administration or other activities
286 required of the

287 employee, when a part of the assigned duties. Supervisors ~~are encouraged~~
288 ~~to~~ shall

289 make appropriate reductions or adjustments in the number of hours scheduled
290 in recognition of evening, night, and weekend assignments, and for periods
291 when an employee is on call or works more than forty hours in a week.

292 Evenings, nights, and weekends when an

293 employee is on call shall be considered in making other assignments. See

294 ~~Article 17 regarding schedule adjustment for holiday assignment.~~

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296 **9.11 Paid Holidays**

297 (a) The following shall be paid holidays:

298 (1) New Year's Day

299 (2) Birthday of Martin Luther King, Jr., third Monday in January

300 (3) Memorial Day

301 (4) Independence Day, July 4

302 (5) Labor Day

303 (6) Veterans' Day, November 11

304 (7) Thanksgiving Day

305 (8) Friday after Thanksgiving

306 (9) December 24 – December 31

307 (b) If any of these holidays falls on Saturday, the preceding Friday shall
308 be observed as a holiday. If any of these holidays falls on Sunday, the following
309 Monday shall be observed as a holiday.

310 (c) No classes or examinations shall be scheduled on holidays. Classes not
311 held because of a holiday or home football game shall not be rescheduled. In
312 addition to these designated holidays, employees shall be entitled to one floating
313 holiday per year at the discretion of the employee. The employee shall notify the
314 immediate supervisor with as much time as possible.

315 (d) Supervisors shall not require non-essential employees to perform
316 duties on holidays. Any essential employee required to perform duties on
317 holidays shall have their schedule adjusted to provide two days off for each
318 holiday worked.

319 (e) If an employee who has performed duties on a holiday terminates
320 employment before being given time off, the employee shall be paid, upon
321 termination, for the holiday hours worked within the previous twelve month
322 period.

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325 **9.9 Instructional Technology.**

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

332 and/or modules are included in this definition.

333 ~~(b) The parties recognize the increasing development and use of~~
334 ~~technology, such as videotapes, interactive television, and computer software,~~
335 ~~to support teaching and learning and to enhance the fundamental relationship~~
336 ~~between employee and student. This technology may be used in the context of~~
337 ~~distance learning. Furthermore, the parties also recognize that this technology~~
338 ~~should be used to the maximum mutual benefit of the University and the~~
339 ~~employee.~~

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

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

352 ~~(2) Training and development resources available to employees~~
353 ~~who have been assigned to provide instruction through the use of instructional~~
354 ~~technology/distance learning;~~

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

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

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

365 ~~(e)~~

366 ~~(1) Provisions governing releases to be obtained when the~~
367 ~~University has an interest in instructional technology are contained in Article~~
368 ~~18. Consistent with such provisions and prior to the use of the instructional~~
369 ~~technology materials described in Section 9.9(a), above, releases shall be~~

370 ~~obtained from persons appearing in, or giving financial or creative support to~~
371 ~~their development or use, and the employee shall certify that such development~~
372 ~~or use does not infringe upon any existing copyright or other legal right. The~~
373 ~~employee shall be liable to the University for judgments resulting from such~~
374 ~~infringements.~~

375 ~~(2) The University shall assist the employee in obtaining~~
376 ~~releases regarding instructional technology materials when:~~

377 ~~a. the University has asserted an interest in such~~
378 ~~materials; or~~

379 ~~b. the University has assigned the employee to develop~~
380 ~~such materials.~~

381 ~~9.10 Assignment Dispute Resolution.~~

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

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

392 ~~(c) Representation. The UFF shall have the right to represent any~~
393 ~~Grievant in a grievance filed hereunder, unless the Grievant elects~~
394 ~~selfrepresentation~~
395 ~~or to be represented by legal counsel. If a Grievant elects not to~~
396 ~~be represented by the UFF, the University shall promptly inform the UFF in~~
397 ~~writing that the ADR has been filed. Resolution of any individually processed~~
398 ~~ADR Grievance shall be consistent with the terms of this Agreement and for~~
399 ~~this purpose the UFF shall have the right to have an observer present at all~~
400 ~~meetings called for the purpose of discussing this dispute and shall be sent~~
401 ~~copies of all decisions at the same time as they are sent to the other parties.~~

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

9.11 Time Limits.

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

~~(b) Receipt of Assignment. The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the Grievant. If the Grievant's assignment begins prior to final resolution of the dispute, he or she shall perform the assignment until the matter is resolved using this procedure.~~

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

~~(1) email or~~

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

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

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

9.12 Assignment Dispute Resolution Procedures.

~~(a) A Grievant who believes that his or her assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form to the president's representative responsible for handling grievances. The president's representative shall notify the individual responsible for making the assignment or that individual's representative within three (3) days of the filing of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant's arguments, and any relevant documentation supporting his or her position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept~~
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~~separate from the Grievant's evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the president's~~

447 ~~representative unless it is specifically named documentation that the Grievant~~
448 ~~or the Grievant's representative requested from the university prior to the~~
449 ~~conference held pursuant to (b) below, but did not receive before such~~
450 ~~conference.~~

451 ~~(b) Within four (4) days of receipt of Part 1 of the ADR Form, the~~
452 ~~individual responsible for making the assignment in question or his/her~~
453 ~~representative shall schedule and hold a meeting to discuss the dispute.~~
454 ~~Twenty four (24) hours after this conference, the individual responsible for~~
455 ~~making the assignment or his or her representative shall complete Part 1 of the~~
456 ~~ADR Form and deliver it to the Grievant and/or Grievant's representative, the~~
457 ~~Dean or the Dean's representative and the president's representative.~~

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

462 ~~(d) The Dean or the Dean's representative shall schedule a meeting~~
463 ~~with the Grievant and/or the Grievant's representative to be held no later than~~
464 ~~four (4) days after filing Part 2 of the ADR Form. At this meeting, the~~
465 ~~Grievant, the Grievant's representative, and the Dean or appropriate~~
466 ~~administrator shall discuss the dispute and attempt to resolve it. Within~~
467 ~~twentyfour~~

468 ~~(24) hours after the conclusion of this meeting, the Dean or the Dean's~~
469 ~~representative shall complete Part 2 of the ADR Form and deliver it to the~~
470 ~~Grievant and/or Grievant's representative, the individual responsible for~~
471 ~~making the assignment or that person's representative and the president's~~
472 ~~representative.~~

473 ~~(e) If consultation with the Dean or the Dean's representative does not~~
474 ~~resolve the matter, the Grievant and/or the Grievant's representative may file,~~
475 ~~within four (4) days of receipt of the Part 2 decision and with the approval of~~
476 ~~the UFF, Part 3 of the ADR Form (with supporting documentation) with the~~
477 ~~president's representative, indicating an intention to submit the dispute to a~~
478 ~~Mediator certified in Florida.~~

479 ~~(f) Within seven (7) days of receipt of Part 3 of the ADR Form and~~
480 ~~other documentation, the president's representative shall place a written~~
481 ~~statement of the University's position, a list of the University's expected~~
482 ~~witnesses, and other relevant documentation in the Grievant's ADR file. As~~
483 ~~soon as practicable thereafter, a copy of all documents placed in the Grievant's~~
484 ~~ADR File shall be presented to the Grievant and the Grievant's representative,~~

485 ~~who shall provide the president's representative with a list of the Grievant's~~
486 ~~expected witnesses, which will be placed in the Grievant's ADR File. Any~~
487 ~~change in either the University's or the Grievant's witness list shall be shared~~
488 ~~with everyone involved in the ADR within twenty four (24) hours of that~~
489 ~~change.~~

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

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

509 ~~(i) Upon the agreement of the Mediator to participate, the president's~~
510 ~~representative shall provide the Mediator with the Grievant's ADR File.~~

511 ~~(j) The ADR Meeting with the Mediator shall be scheduled as soon as~~
512 ~~practicable after the Mediator has received the Grievant's ADR File. The~~
513 ~~president's representative shall notify the Grievant and/or the Grievant's~~
514 ~~representative of the time and place of the ADR Meeting no later than fortyeight~~
515 ~~(48) hours prior to it being convened.~~

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

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

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

523 ~~(2) The Grievant's representative shall be the sole representative~~

524 ~~for the Grievant, and the president's representative shall be the sole~~
525 ~~representative of the University. Each representative may have one individual~~
526 ~~present to assist in the presentation of the Grievant's case.~~

527 ~~(3) Each representative may present documentary evidence from~~
528 ~~the employee's ADR File, question witnesses, offer arguments and~~
529 ~~crossexamine~~
530 ~~witnesses.~~

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

536 ~~2015-2018 CBA, with supplements from subsequent ratifications~~

537 ~~Page 36~~

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

542 ~~9.13 Mediator Panel.~~

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

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

549 ~~(2) familiarity with academic assignments at Florida~~
550 ~~universities;~~

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

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

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

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

558 ~~**9.14 Expenses.** All fees and costs of the Mediator shall be borne equally~~
559 ~~by the University and the UFF when the UFF represents the Grievant.~~