

ARTICLE 9/5

ASSIGNMENT OF RESPONSIBILITIES

[Plain text indicates language currently "agreed to," from whatever source]

[**Bolded text indicates differences from BOT Proposal, November 12, 2004**]

[**Gray highlighting indicates elements from 2001–2003 CBA or FH & not in BOT**]

[**Underlining/strikethroughs indicate key changes from BOT, 11/12/04, or old CBA**]

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___1 Policy.

(a) The University Administration and the UFF agree that the assignment of responsibilities to faculty members is one of the 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.

(b) The professional obligation of faculty members **in teaching, research/scholarship/creative activity, and service** is comprised of both scheduled and non-scheduled activities.

(c) The University Administration and the UFF recognize that it is a part of the professional responsibility of faculty 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 faculty member ~~in consultation with his/her supervisor~~.

(d) Each faculty member ~~should~~ **shall** be afforded assignments that provide equitable opportunities, in relation to other faculty in the same department, to meet the required criteria for tenure, promotion, merit salary increases, and, if applicable, multi-year appointments.

(e) **The University Administration is obligated to make a reasonable and good-faith effort to provide faculty with sufficient and appropriate time, facilities, and resources for carrying out their duties and responsibilities.**

___2 Considerations in Assignment.

(a) In making assignments, the University Administration shall be guided by the following considerations:

- (1) the needs of the program or department/unit;
- (2) the faculty member's qualifications, experiences, professional growth and development, and preferences;
- (3) the character of the **teaching, research, and service** assignments, including but not limited to the number of hours of instruction, the preparation required, whether the faculty member has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the faculty member's

1 assignments in other semesters, the terms and conditions of a contract or grant from which
2 the faculty member is compensated, the use of instructional technology, the availability and
3 adequacy of materials and equipment, facilities, secretarial services, student assistants, and
4 other support services needed to perform the assignments, and any changes which have been
5 made in the assignment, including those which may have resulted from previous evaluations
6 of the faculty member;

7 **(4) the time and material support needed to complete properly the**
8 **assigned task(s); and**

9 **(4 5) the opportunity to fulfill applicable criteria for tenure, promotion, merit**
10 **salary increases, or, if applicable, multi-year appointments.**

11
12 **(b) The department officer who schedules courses shall consult with the**
13 **faculty members about which courses they are qualified and available to teach and**
14 **accommodate the faculty member's teaching preferences to the extent possible.**

15 *[parallels language and intent in Summer Article]*

16
17 **(c) The University Administration shall make appropriate reductions or**
18 **adjustments in the number of hours scheduled in recognition of evening, night, and**
19 **weekend assignments, and for periods when a faculty member is on call. Evenings,**
20 **nights, and weekends when a faculty member is on call shall be considered in making**
21 **other assignments. See the article on Leaves regarding schedule adjustment for holiday**
22 **assignment. [old CBA: 9.8 and FH 4.6, Work Week]**

23
24 **(b d) A faculty member shall, upon written request, promptly be granted a**
25 **conference with the person responsible for making the assignment to express concerns**
26 **regarding the criteria listed in subsection __.32(a). If the conference with the person**
27 **responsible for making the assignment does not resolve the faculty member's concerns, the**
28 **person responsible for making the assignment shall inform the faculty member of their**
29 **right to address the matter through the expedited Neutral Umpire procedure described**
30 **in Appendix "H." ~~shall, upon written request, promptly be granted an opportunity to~~**
31 **~~discuss those concerns with an administrator at the next higher level.~~**

32
33 **(e e) The Trustees and the UFF recognize that while the Legislature has described**
34 **the minimum full academic assignment in terms of twelve (12) contact hours of instruction or**
35 **equivalent research/scholarship and service, the professional obligation of a faculty**
36 **member is not easily susceptible of quantification quantifiable. [old CBA: 9.2(c) and FH**
37 **4.5, Consideration in Assignment] Therefore,**

38 **(1) In making assignments, subject to the provisions of this Agreement,**
39 **the University Administration has the right to determine the types of duties and**
40 **responsibilities that comprise the professional obligation and to determine the mix or relative**
41 **proportion of effort a faculty member may be required to expend on the various components**
42 **of the obligation.**

1 (2) Furthermore, the University Administration properly has the obligation
2 constantly to monitor and review the size and number of classes and other activities, **to**
3 **consolidate inappropriately small offerings, and to reduce inappropriately large classes**
4 **[old CBA: 9.2(d) and FH 4.5, Consideration in Assignment], as long as by doing so it does**
5 **not significantly erode the quality of the department's academic program.**
6

7 (e f) No faculty member's assignment shall be arbitrary or unreasonable.

8 (1) For the purpose of applying this principle to assignments, assignments
9 shall **be** deemed arbitrary or unreasonable if one or more of the following applies:

10 a. The assignment was made without consulting the faculty
11 member.

12 b. After consulting the faculty member, the University
13 Administration did not make a fair and reasonable attempt to accommodate the faculty
14 member's circumstances. In this regard, the parties recognize the following:

15 (i.) assignments are driven primarily by the program and
16 curricular needs of the students in the programs in the department. The preferences and
17 desires of the faculty members are secondary to these program and curricular needs.

18 (ii.) not all circumstances can be accommodated, and that
19 inability to accommodate does not in and of itself represent an arbitrary or unreasonable
20 assignment.

21 c. An assigned course is outside the faculty member's area of
22 expertise and the faculty member has not agreed to teach the course.

23 d. **The assignment requires more than two (2) new course**
24 **preparations in the academic year, except in a faculty member's first year of**
25 **employment.**

26 e. **The teaching assignment requires the faculty member to**
27 **teach more than four (4) days per week, unless the faculty member has agreed to do so.**

28 f. **The time between the beginning of the first assigned course**
29 **and the end of the last assigned course in any one day exceeds eight hours, unless the**
30 **faculty member has agreed to such an arrangement.**

31 g. **The time between the end of the last assigned course on one**
32 **day and the beginning of the first assigned course for the next day is less than twelve**
33 **(12) hours, unless the faculty member has agreed to such an arrangement.**

34 h. **The assignment does not provide an equitable opportunity,**
35 **in relation to other faculty members in the same department/unit, to meet the required**
36 **criteria for promotion, tenure, multi-year appointments, and merit salary increases,**
37 **without a written commitment for an appropriate adjustment, which fully corrects the**
38 **inequity, in the next semester or year.**

39 (2) If a faculty member believes that the assignment of a course is arbitrary
40 or unreasonable, the faculty member should proceed to address the matter through the
41 expedited Neutral Umpire procedures in Appendix "H" **of this Agreement**, which shall be
42 the exclusive method for resolving such disputes. ~~During the processing and resolution of~~
43 ~~the dispute, the faculty member shall perform the assigned duties in question.~~ Other

1 claims of alleged violations of the Agreement with respect to faculty assignments are subject
2 to the provisions of the Grievance Procedure and Arbitration Article.

3
4 **__3 Initial and Subsequent Assignments.**

5 (a) Communication of Assignment. Each faculty member shall be provided a
6 **general** written statement of his/her annual assignment of responsibilities **in teaching,**
7 **research and other creative activities, public service, and of any other specific duties**
8 **assigned for that year [old CBA: 9.3(a)].** For returning faculty members, this assignment of
9 responsibilities shall be included as part of the annual evaluation. New faculty members
10 shall be informed of assigned duties as part of their letter of offer.

11
12 (b) In order to facilitate planning of course schedules, tentative written teaching
13 assignments for the next academic year shall be provided no later than April 1 for returning
14 faculty members, **if possible,** and as soon as practicable for new faculty members. If
15 practicable, the final assignment shall be communicated in writing no later than six weeks
16 prior to the starting date of each term.

17
18 (c) The assignment of responsibilities document shall be signed and dated by both
19 the faculty member and the faculty member's chair/supervisor.

20
21 (d) **Instructional Assignment. The period of an instructional assignment**
22 **during an academic year shall not exceed an average of seventy-five (75) days per**
23 **semester and the period for testing, advisement, and other scheduled assignments shall**
24 **not exceed an average of ten (10) days per semester. Within each semester, activities**
25 **referred to above shall be scheduled during contiguous weeks with the exception of**
26 **spring break. [old CBA: 9.3(b)]**

27
28 (e) **Travel Expenses. Necessary travel expenses, including overnight lodging**
29 **and meals, for all assignments not at the main campus shall be considered necessary**
30 **expenses and shall be paid at the state rate for Class A travel (Florida Statute Section**
31 **112.061), regardless of the length of stay. [old CBA: 9.5(b)]**

32
33 **__4 Change in Assignment.**

34 (a) Should it become necessary to make changes in a faculty member's
35 assignment, the person responsible for making the change shall notify the faculty member
36 prior to making such change and shall specify such change in writing.

37
38 (b) The change in assignment shall be communicated to the faculty member in
39 writing no later than four (4) weeks in advance of its starting date, if practicable. **If a change**
40 **in a faculty member's teaching assignment is made later than four (4) weeks in advance**
41 **of its starting date, then the faculty member**

42 (1) **can only be assigned a course that the faculty member has taught**
43 **before and that does not require a new preparation.**

1 (2) shall not be required to administer student evaluations for the
2 **course, unless the faculty member chooses otherwise, and the faculty member shall not**
3 **be disadvantaged for not administering student evaluations in the course; and**
4 **[(b)(1) & (2) parallel Summer Article __.2(c)]**

5 (3) cannot have his/her teaching assignment changed within four (4)
6 weeks again for another two academic years.

7
8 (c) When an assignment is changed or the class is cancelled, the faculty
9 member shall have the right to be reassigned to an appropriate course that does have
10 sufficient enrollment and is currently assigned to a part-time faculty member. **[parallels**
11 **Summer Article __.2(c)]**

12
13 __.5 Equitable Opportunity. Each faculty member shall be given assignments that provide
14 equitable opportunities, in relation to other faculty members in the same department/unit, to
15 meet the required criteria for promotion, tenure, merit salary increases, and, if applicable,
16 multi-year appointments

17 (a) For the purpose of applying this principle to promotion, assignments shall be
18 considered over the entire period since the original appointment or since the last promotion if
19 the faculty member has been promoted, not solely over the period of a single annual
20 assignment. **If a faculty member receives in any given year assignments that do not**
21 **provide equitable opportunities to meet the required criteria for promotion, then in the**
22 **following semester or year the faculty member shall receive assignments that fully**
23 **correct the inequity.** The faculty member's annual assignment shall be included in the
24 promotion file.

25
26 (b) For the purpose of applying this principle to tenure, assignments shall be
27 considered over the entire period of tenure-earning service and not solely over the period of a
28 single annual assignment. **If a faculty member receives in any given year assignments**
29 **that do not provide equitable opportunities to meet the required criteria for tenure,**
30 **then in the following year the faculty member shall receive assignments that fully**
31 **correct the inequity.** The faculty member's annual assignments during his/her period of
32 tenure-earning service shall be included in the tenure file.

33
34 (c) If an arbitrator determines that a faculty member was not provided an equitable
35 opportunity as described in this Section, the arbitrator ~~may~~ **shall** award an additional period
36 of employment requiring the university to provide the equitable opportunity as described
37 herein. The arbitrator may retain jurisdiction for purposes of determining whether the
38 ensuing assignment provides such equitable opportunity. ~~The arbitrator cannot award~~
39 ~~tenure or promotion.~~

40
41 **[We have merged the section previously titled "Workweek" into the following section]**

1 ~~___~~.6 Teaching Schedule of Assigned Duties and Office Hours ~~Schedule~~.

2 (a) The total number of scheduled hours for instructional faculty shall not
3 exceed the customary periods for class time, office hours, committee assignments, and
4 other activities directly related to those assigned duties. ~~___~~9 Scheduled hours for non-
5 instructional faculty members shall not ~~normally~~ exceed forty (40) hours per week.

6
7 (a b) ~~Teaching schedules should be established, if practicable, so that~~ No faculty
8 member shall be required to work a schedule in which the time between the beginning of
9 the first assignment and the end of the last assignment for any one day exceeds eight (8)
10 hours, unless the faculty member chooses otherwise based on tangible compensatory
11 factors.

12
13 (b c) ~~Teaching schedules should be established, if practicable, so that~~ No faculty
14 member shall be required to work a schedule in which the time between the end of the
15 last assignment on one day and the beginning of the first assignment for the next day is ~~not~~
16 less than twelve (12) hours, unless the faculty member chooses otherwise based on
17 tangible compensatory factors.

18
19 (d) Teaching faculty shall not be required to teach more than four (4) days per
20 week.

21
22 (e e) Faculty members shall, ~~at a minimum,~~ normally maintain office hours at a
23 ratio of ~~two (2)~~ one (1) office hours to every ~~three (3)~~ four (4) credit hours of instruction, if
24 practicable.

25
26 ~~___~~.7 Equipment.

27 (a) The University Administration shall provide faculty members with
28 sufficient and appropriate facilities, resources, and equipment for carrying out their
29 assigned duties.

30
31 (b) When equipment is required in classes, labs, studios, recitals, practica, or other
32 such performances or exhibits, ~~it is desirable that there be the University Administration~~
33 shall provide faculty with sufficient and appropriate facilities and equipment to
34 accommodate the students assigned to the class. The University Administration ~~recognizes~~
35 ~~the necessity to~~ shall maintain an adequate inventory of technologically current equipment,
36 ~~and is committed to seek funding to provide for the replacement of obsolete equipment.~~

37
38 *[The UA and UFF have agreed that the following section shall be maintained with*
39 *necessary minimal changes, subject to renegotiation of only this section of the*
40 *Assignment Article in the reopener in one of the next two years. Markings indicate*
41 *changes from old CBA.]*

42 ~~___~~.8 Assigned Development/Use of Instructional Technology.

1 (a) “Instructional technology material” includes video and audio recordings,
2 motion pictures, film strips, photographic and other similar visual materials, live video and
3 audio transmissions, computer programs, computer assisted instructional course work,
4 programmed instructional materials, three dimensional materials and exhibits, and
5 combinations of the above materials, which are prepared or produced in whole or in part by
6 **an employee faculty member**, and which are used to assist or enhance instruction.

7
8 (b) The **parties University Administration and the UFF** recognize the
9 increasing development and use of instructional technology, such as videotapes, interactive
10 television, and computer software, to support teaching and learning and to enhance the
11 fundamental relationship between **employee faculty members** and students. This
12 technology may be used in the context of distance learning. Furthermore, the **parties**
13 **University Administration and the UFF** also recognize that this technology should be used
14 to the maximum mutual benefit of the University and the **employee faculty member**.

15
16 (c) ~~Each~~ **The University Administration** shall review the considerations stated in
17 (1) through (4) below, which may be raised by faculty development and use of instructional
18 technology/distance learning. It is recognized that these considerations may already apply to
19 other **employee faculty** instructional activities and, therefore, be addressed by existing **SUS**
20 **and** University policies and procedures **in effect on January 6, 2003**. If the University
21 **Administration** concludes that new or revised policies, **other than those in effect on**
22 **January 6, 2003**, are needed, they shall develop such policies and ~~consult with UFF~~
23 ~~pursuant to Section 2.2 and negotiate with the UFF the impact of such policies on terms~~
24 **and conditions of faculty employment**, prior to their implementation.

25 (1) Recognition of that **employee faculty** effort spent in the assigned
26 development of instructional technology/distance learning materials and in providing
27 instruction assigned in this manner, which is appreciably greater than that associated with a
28 traditional course;

29 (2) Training and development resources available to **employees faculty**
30 **members** who have been assigned to provide instruction through the use of instructional
31 technology/distance learning;

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

34 (4) Compensation, including recognition in ~~an employee's faculty~~
35 **member's** assignment or provisions for extra State compensation, for appreciably greater
36 workload associated with the assigned development and use of instructional
37 technology/distance learning.

38
39 (d) The employee faculty member shall not make use of appreciable University
40 support in the creation or revision of instructional technology materials unless the University
41 approves such use in advance and in writing.

1 (e) **No faculty member shall be required to teach a course in a distance-**
2 **learning format, unless the faculty member was hired with the explicit understanding**
3 **that distance-learning would be an important part of the faculty member’s duties.**

4
5 (e f) **Property Rights and Releases.**

6 (1) Provisions governing releases to be obtained when the ~~university has~~
7 **Trustees have** an interest in instructional technology are contained in ~~Section 18.3(e)(3) the~~
8 **article on Inventions and Works**. Consistent with such provisions and prior to the use of
9 the instructional technology materials described in Section ~~9.9__8~~(a), above, releases shall
10 be obtained from persons appearing in, or giving financial or creative support to their
11 development or use, and the **employee faculty member** shall certify that such development
12 or use does not infringe upon any existing copyright or other legal right. The **employee**
13 **faculty member** shall be liable to the ~~university Trustees~~ for judgments resulting from such
14 infringements.

15 (2) The University **Administration** shall assist the **employee faculty**
16 **member** in obtaining releases regarding instructional technology ~~materials~~ when:

17 a. the University **Administration** has asserted an interest in such
18 materials; or

19 b. the University **Administration** has assigned the **employee**
20 **faculty member** to develop such material.

21
22 **__9 Weekend Course Assignments.**

23 (a) **All weekend course assignments are part of a faculty member’s regular**
24 **assignment. When weekend course assignments occur, the Department Chair shall ask**
25 **for volunteers from those faculty members qualified to teach the assignment.**

26
27 (b) **If the exact number of faculty volunteers equals the weekend courses**
28 **offered in each discipline, then the selection priority of the weekend course taught shall**
29 **be first by rank (first priority to the highest rank) and then, for faculty members in the**
30 **same rank, by time in that rank (first priority to longest time in rank).**

31
32 (c) **However, if the Department Chair receives more or fewer volunteers to**
33 **teach the weekend courses than courses offered, then the rotation policy shall be the**
34 **same as that used for summer assignments, except only those faculty members qualified**
35 **to teach in those courses offered (i.e. graduate courses must be taught by the graduate**
36 **faculty) shall be included in the ranking based on weekend courses taught rather than**
37 **summer courses taught.**

38
39 **__10 Overload Assignments.**

40 (a) An overload assignment ~~involves work performed~~ **is defined as any duties**
41 **(including work activities previously designated as “extra State compensation**
42 **appointments”)** in excess of a faculty member’s **customary full-time appointment**

1 **assignment. Overload assignments should be made only as a last resort.**

2
3 **(e b) No faculty member shall be required to accept an overload ~~appointment~~**
4 **assignment.**

5
6 **(b c) Overload assignments shall be offered equitably and as appropriate to qualified**
7 **faculty members in sufficient time to allow voluntary acceptance or rejection.**

8
9 **(e d) ~~A faculty member shall receive \$1500 per credit hour for the overload~~**
10 **~~appointment.~~ When a faculty member teaches an overload in a semester, a**
11 **corresponding equitable reduction in teaching assignment shall be made in the**
12 **following semester or academic year, unless the faculty member agrees to the reduction**
13 **at another time.**

14
15 **~~(d) Compensation for overload appointment shall be paid from OPS, not~~**
16 **~~Salary dollars. OPS payments do not qualify for retirement compensation or credit,~~**
17 **~~and no retirement compensation shall be provided for the portions of the faculty~~**
18 **~~member's overload appointment made by OPS payment.~~**