

ARTICLE 14
ASSIGNMENT OF RESPONSIBILITIES

14.1 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. All faculty members have an ongoing responsibility to the University and its students to timely perform those academic duties and obligations arising from the faculty member's employment with the University regardless of when those duties and obligations occur.
- (b) The professional obligation of faculty members (teaching, advising, curatorship or librarianship, scholarship/creative activities, service, or other duties assigned for that year) is comprised of both scheduled and nonscheduled 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, such as department and/or college meetings in which faculty members are expected to participate are scheduled to be performed at specific times and places, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member. Although the faculty member has the right to determine when and where to perform these nonscheduled activities so long as that determination is in furtherance of the University's mission, obligations, and responsibilities, the faculty member should consult with his/her supervisor where appropriate.
- (d) Each faculty member should be afforded assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.
- (e) The University Administration shall make a reasonable and good-faith effort, consistent with the other provisions of this Agreement, to provide faculty with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

14.2 Considerations in Teaching Assignment.

- (a) The Trustees and the UFF recognize that while the Legislature has described the minimum full academic assignment for teaching faculty in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by a faculty member will ordinarily be broader

UNF – UFF Collective Bargaining Agreement 2017-2020

than that minimum, and is not easily quantifiable.

- (b) In making assignments, subject to the provisions of this Agreement, the University Administration has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.
- (c) In making teaching assignments, the University Administration shall be primarily guided by the needs of the program or department/unit. The University Administration shall also be guided by the following considerations:
 - (1) The faculty member's qualifications, experience, professional growth and development, and preferences;
 - (2) The character of the teaching assignment, including but not limited to
 - a. The number of hours of instruction,
 - b. The distribution of day, evening and weekend courses which is fair and reasonable under the circumstances,
 - c. The number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours),
 - d. The number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours),
 - e. The preparation required,
 - f. Whether the faculty member has taught the course in the past,
 - g. The average number of students enrolled in the course in past semesters,
 - h. The time required by the course,
 - i. Whether travel to another location is required,
 - j. The number of preparations required,

UNF – UFF Collective Bargaining Agreement 2017-2020

- k. The faculty member's assignments in other semesters,
 - l. The terms and conditions of a contract or grant from which the faculty member is compensated,
 - m. The use of instructional technology,
 - n. The availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments, and
 - o. Any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and
- (3) The equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for tenure, promotion, merit salary increases, or, if applicable, multi-year appointments.
- (d) The department chair/supervisor shall provide the teaching faculty member with the opportunity to consult about the course schedule and shall accommodate a faculty member's teaching preferences to the extent practicable. During the consultation, the department chair/supervisor shall discuss any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative activity, and service.
- (e) A teaching faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the assignment to express concerns regarding the considerations listed in subsection 14.2(c). If the conference with the person responsible for making the course assignment does not resolve the faculty member's concerns, the faculty member shall, upon written request, promptly be granted an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix "G".
- (f) No teaching faculty member's assignment shall be arbitrary or unreasonable.
- (1) For the purpose of applying this principle to teaching assignments, teaching assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:
- a. The assignment was made without providing the faculty member the opportunity to consult about the assignment.

UNF – UFF Collective Bargaining Agreement 2017-2020

- b. After consulting with the faculty member, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances, including allowing reasonable time for research for those faculty members with research assignments. In this regard, the parties recognize the following:
 - 1. Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of the faculty members are secondary to these program and curricular needs.
 - 2. Not all circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.
 - c. An assigned course is outside the faculty member's area of expertise and the faculty member has not agreed to teach the course.
 - d. The time between the beginning of the first teaching assignment and the end of the last teaching assignment in any one day exceeds eight hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - e. The time between the end of the last teaching assignment on one day and the beginning of the first teaching assignment for the next day is less than twelve (12) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - f. If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.
- (2) If a teaching faculty member believes that the assignment of a course is arbitrary or unreasonable, the faculty member should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "G" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

UNF – UFF Collective Bargaining Agreement 2017-2020

14.3 Considerations in Assignments for Advisors, Curators, and Librarians.

- (a) The term “assignment,” as used in this section, refers to the general scope of a faculty member’s assigned duties and responsibilities. In making assignments, subject to the provisions of this section, the University Administration has the right to determine the types of duties, responsibilities, and workload that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation. Additionally, the parties recognize that if the University Administration exercises this right of assignment in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.
- (b) In making advisor, curator, and librarian assignments, the University shall be guided by the following considerations:
 - (1) The needs of the program or department/unit, and the needs of students and faculty;
 - (2) The advisor’s, curator’s, or librarian’s qualifications, experience, professional growth and development, and preferences;
 - (3) The character of the advising, curatorship, or librarianship assignment, including but not limited to
 - a. The terms and conditions of a contract or grant from which the faculty member is compensated; and
 - b. Any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member.
 - (4) The equitable opportunity, in relation to other faculty members in the same department/unit, to fulfill applicable criteria for promotion, merit salary increases, or, if applicable, multi-year appointments.
- (c) The department chair/supervisor shall provide the faculty member with the opportunity to consult about the assignment and shall accommodate a faculty member’s assignment preferences to the extent practicable.
- (d) No faculty member’s advising, curatorship, or librarianship assignment shall be arbitrary or unreasonable. For the purpose of applying this principle to assignments as described in this section, assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:

UNF – UFF Collective Bargaining Agreement 2017-2020

- (1) The assignment was made without providing the faculty member the opportunity to consult about the assignment.
- (2) After consulting with the faculty member, the University Administration did not make a fair and reasonable attempt to accommodate the faculty member's circumstances. In this regard, the parties recognize the following:
 - a. Assignments are driven primarily by the program and curricular needs of students and teaching faculty. The preferences and desires of the advisor, library, or curator faculty are secondary to these program and curricular needs.
 - b. Not all circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.
- (3) An advising, curatorship, or librarianship assignment is outside the faculty member's area of expertise and the faculty member has not agreed to accept the assignment.
- (4) If, in relation to other faculty members in the same department/unit, the assignment does not provide an equitable opportunity to meet the required criteria for promotion, merit salary increases, and, if applicable, multi-year appointments, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

14.4 Initial and Subsequent Assignments.

- (a) Communication of Assignment. Each instructional faculty member shall be provided a general written statement of his/her annual assignment of responsibilities in teaching, research/scholarship and other creative activities, professional service, and other duties assigned for that year. Each non-instructional faculty member shall also be provided a general written statement of his/her annual assignment of responsibilities. For returning faculty members, this assignment of responsibilities shall be included as part of the annual evaluation. New faculty members shall be informed of assigned duties as part of their letter of offer.
- (b) In order to facilitate the planning of course schedules, tentative written teaching assignments for the next academic year shall be provided no later than April 1 for returning faculty members and as soon as it can be done for new faculty members. If it can be done, the final assignment shall be communicated in writing no later than six weeks prior to the starting date of each term.

UNF – UFF Collective Bargaining Agreement 2017-2020

- (c) The assignment of responsibilities document shall be signed and dated by both the faculty member and the faculty member's chair/supervisor.
- (d) The period of instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester. A limited number of necessary meetings may be scheduled during the week after the ending of classes for each semester (exam week). Additionally, during the five (5) working days prior to the commencement of fall classes, faculty may be assigned scheduled duties including testing, advisement, meetings, and workshops. Within each semester, activities referred to above shall be scheduled during contiguous weeks, with the exception of spring break.

14.5 **Change in Teaching Assignment.**

- (a) Should it become necessary to make changes in a faculty member's teaching assignment, the person responsible for making the change shall promptly notify the faculty member prior to making such change and shall specify such change in writing.
- (b) The change in teaching assignment shall be communicated to the faculty member in writing no later than four (4) weeks in advance of its starting date, if practicable. If a change in a faculty member's teaching assignment is made later than four (4) weeks in advance of its starting date, such change shall be noted in the chair's annual evaluation of the faculty member, and the chair must evaluate the results from the student evaluations of such courses within the context of the late change of assignment.
- (c) The University Administration shall make a reasonable and good faith effort not to change the same faculty member's teaching assignment within four (4) weeks in two consecutive academic years.

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

- (a) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion if the faculty member has been promoted, not solely over the period of a single annual assignment. If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for promotion, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments shall be included in the promotion file.

UNF – UFF Collective Bargaining Agreement 2017-2020

- (b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.
 - (1) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for tenure, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member's annual assignments during his/her period of tenure-earning service shall be included in the tenure file.
 - (2) If an arbitrator determines that a faculty member was not provided an equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed three years) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein. The arbitrator may retain jurisdiction for purposes of determining whether the ensuing assignment provides such equitable opportunity.
- (c) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for merit salary increases, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The fact that the faculty member was not provided such equitable opportunity shall be taken into account when determining merit salary increases.
- (d) The arbitrator cannot award tenure or promotion.

14.7 **Fall and Spring Office Hours.** Office hours shall be posted. In order to accommodate reasonable student needs, faculty members shall normally maintain at least five (5) office hours per week, and shall also be available by appointment.

14.8 **Equipment.** The University Administration shall make a reasonable and good-faith effort to provide and maintain an adequate inventory of technologically current equipment, and shall make a reasonable and good faith effort to obtain funding to provide for the replacement of obsolete equipment.

14.9 **Non-instructional Workweek.** Scheduled hours for non-instructional faculty members shall not normally exceed forty (40) hours per week.

14.10 The University Administration and UFF recognize that certain faculty members (who are covered by this Agreement) have annual assignments which include supervisory responsibilities.

- (a) The University Administration shall provide these supervisory faculty with notice(s) in writing of any changes relevant to labor agreements, statutes, rules, and policies affecting the working conditions and employees supervised by the

UNF – UFF Collective Bargaining Agreement 2017-2020

faculty member.

- (b) In the event that a faculty member becomes involved in a disciplinary meeting or hearing of an employee supervised by the faculty member, the faculty member shall have the right for a UFF representative to be present to observe all meetings and hearings held to discuss the issue.

14.11 Overload Assignments.

- (a) An overload assignment is defined as the assignment of duties in excess of the faculty member's full-time appointment.
- (b) No faculty member shall be required to accept an overload assignment.
- (c) An overload assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.
- (d) The University Administration, at its discretion, may offer faculty members one of the following methods of compensation, or a choice between the two:
 - (1) Financial compensation of at least \$2,000 per credit hour for the overload appointment; or
 - (2) In exceptional circumstances, an equitable reduction in teaching assignment in the following academic year.
- (e) Monetary compensation for overload assignments shall be paid from OPS, not salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.

14.12 Twelve Month Laboratory Lecturers – Teaching Assignments and Compensation Level. The teaching assignment for twelve (12) month laboratory lecturers in the natural sciences will be twelve (12) lab sections per year (normally five (5) labs in the Fall, five (5) labs in the Spring, and two (2) labs in the Summer). If a lab lecturer teaches more than twelve (12) labs during his/her twelve (12) month contract, then the overload payment for each lab exceeding the standard twelve (12) lab load will be \$4,800.00 per lab credit.

14.13 Banking Units for Course Releases

- (1) **Objective and Purpose:** Faculty members sometimes engage in teaching activities that fall outside normally assigned teaching duties. The purpose of this university policy is to recognize and appropriately integrate these contributions into faculty workload.
- (2) **Policy:** A total of 20 points accrued from dissertation, thesis, undergraduate research, and independent study activities is considered the minimum required to obtain one three-credit

UNF – UFF Collective Bargaining Agreement 2017-2020

course reduction.

- (a) The point value accrued per dissertation completion, project completion, thesis or independent study completion:
 - (1) 5 points for chairing a Dissertation Committee
 - (2) 3 points for chairing a Thesis Committee or Doctoral Project, or for servings as a methodologist on a Dissertation Committee
 - (3) 1 point for serving on a doctoral project committee, master's thesis committee, or doctoral dissertation committee, or 1 point per student enrolled in a three credit graduate Projects course, up to a maximum of 4 points per student
 - (4) 2 points for directing a three hour Independent Study for one student. If more than one student signs up for the same 3-hour study in a given semester, the faculty member would earn 0.75 points per each additional student up to a maximum of 5 total points for that independent study. If the independent study is for less than three hours, the points shall be pro-rated according to the number of credit hours (e.g. a one credit course would receive 1/3 the credits of a three credit graduate Independent Study course with the same number of students).
 - (b) College deans shall determine whether the department shall be provided with adjunct/overload resources
- (3) **Exemptions:**
- (a) Any independent study that is already part of the on-load faculty assignment
 - (b) Any independent study that assists the faculty with their class or lab (teaching/instruction).
- (4) **Procedures:**
- (a) Faculty are responsible for maintaining documentation/totaling of accrued points, and requesting reimbursement, from the Department Chairperson. The chair will verify the total when a faculty member requests to use banked points.
 - (b) Documentation will include:
 - (1) Name of student
 - (2) Name/nature of dissertation/thesis/project/independent study
 - (3) Number of credits
 - (4) Semester/year activities were completed

UNF – UFF Collective Bargaining Agreement 2017-2020

- (5) Faculty role in activities
- (6) Dissertation chairs will document (through a dissertation committee composition form) each dissertation committee's chair as well as research methodologist

- (c) Upon request for a course release, the chair, in consultation with the faculty member, will determine an appropriate semester (fall or spring only) for the course release to be taken. The Chair shall consider programmatic, instructional, and financial needs of the Department in terms of awarding a course release. There shall be no exchange of releases for monetary reimbursement. Only one course release will be allotted per year per faculty member.

- (d) Since normal or regular faculty workload must add up to 100 percent each term, an approved alternative assignment, equivalent to the amount of effort for the course release, must be entered on the FARS.

- (e) Final approval rests with the Dean for the College. In circumstances where available resources do not permit releases, the awarding of these assignments will be delayed until financial and personnel resources are available.

- (f) Effective Spring 2017. Faculty in departments that currently have banking policies may opt to calculate points accrued during the past three years according to the current banking policy or transfer those points to this new policy.

- (g) Upon retirement, any points accrued shall be forfeited.

- (h) Points can only be used by the faculty member who earned them.

Course releases derived from the Banking Policy should be understood as providing faculty members with additional time to devote to their scholarship. No one may claim credit for any work that is part of the assigned teaching workload or for which monetary compensation is received. No one may be assigned/paid an overload during a semester when he/she is taking a course reduction.

14.14 Development/Use of Instructional Technology

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

- (b) The University Administration and the UFF recognize the increasing development and use of technology, such as videotapes, interactive television, and computer

UNF – UFF Collective Bargaining Agreement 2017-2020

software, to support teaching and learning and to enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning. Furthermore, the University Administration and the UFF also recognize that this technology should be used to the maximum mutual benefit of the University and the faculty member.

- (c) The University Administration shall review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures in effect on January 6, 2003. If the University Administration concludes that new or revised policies, other than those in effect on January 6, 2003, are needed, it shall develop those policies and provide a copy to the UFF. If new or revised policies have a direct and substantial impact on terms and conditions of employment of faculty members, the University Administration shall negotiate the impact of the new or revised policies prior to implementing them.
 - (1) Recognition that a faculty member's effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner may be appreciably greater than that associated with a traditional course;
 - (2) Training and development resources available to faculty members who have been assigned to provide instruction through the use of instructional technology/distance learning;
 - (3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and
 - (4) Compensation, including recognition in a faculty member's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.
- (d) The faculty member shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University Administration approves such use in advance and in writing.
- (e) **Property Rights and Releases.**
 - (1) **Working Papers Rights.** Consistent with law and other applicable provisions of this Agreement and the legitimate interests of the University, faculty members shall have the right to control of their personal correspondence, notes, raw data, and other working papers related to teaching materials, including instructional technology materials.

UNF – UFF Collective Bargaining Agreement 2017-2020

- (2) **Independent Works.** Consistent with law and other applicable provisions of this Agreement, a work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term “independent efforts” means that:
- a. The ideas came from the faculty member
 - b. The work was not made with the use of appreciable University support, and
 - c. The University is not held responsible for any opinions expressed in the work.
- (3) Provisions governing releases to be obtained when the Trustees or the University Administration has an interest in instructional technology are contained in the Intellectual Property Article. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 14.14 (a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the Trustees and the University Administration for judgments resulting from such infringements.
- (4) The University Administration shall assist the faculty member in obtaining releases regarding instructional technology materials when:
- a. the University Administration has asserted an interest in such materials; or
 - b. the University Administration has assigned the faculty member to develop such materials.