

ARTICLE 14
ASSIGNMENT OF RESPONSIBILITIES

14.1 Policy.

(a) The University and 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 and enhance its reputation and stature as a major research university.

(b) The professional obligation of faculty members (teaching, scholarship/creative activities, service, or other duties assigned for that year) is comprised of both scheduled and non-scheduled activities.

(c) The University and UFF recognize that it is a part of the professional responsibility of faculty members 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, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member.

(d) The University shall make a reasonable and good faith effort, consistent with the other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

(e) A written commitment made by the University to a faculty member regarding the faculty member's assignments or matters associated with the assignments shall be subject to enforcement under Article 28, Grievance Procedure and Arbitration.

14.2 Considerations in Assignment.

(a) The University and UFF recognize that while the Legislature has described the minimum full academic assignment 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 than that minimum.

(b) Subject to the provisions of this Agreement, the University has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.

(c) Faculty on twelve (12)-month appointments, who accrue vacation leave, shall be provided reasonable opportunity to utilize their vacation during the course of the year. Individual and department needs will be taken into consideration when approving the leave.

(d) The chair shall provide the faculty member with the opportunity to consult about the course schedule.

(e) The chair shall inform the faculty member of the impact of any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative activity, and service. The chair shall offer the faculty member the opportunity to discuss any such contemplated change.

(f) In making assignments, the University shall consider:
(1) The needs of the program or department;
(2) The faculty member's preferences, qualifications and experiences, and professional development interests.

14.3 Assignments.

(a) Communication of Assignment.
(1) A tentative assignment of responsibilities shall be provided no later than May 1. New faculty members shall be informed of assigned duties as soon as it can be done.
(2) If it can be done, the faculty member shall be notified of the final assignment in writing no later than six (6) weeks in advance of the starting date of each term.

(b) Change in Assignment.
(1) If it should become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such change and shall specify the change in writing.
(2) If a change in assignment results in needing to move University supplies or equipment, the University shall provide assistance in such a move and shall notify the faculty member of the time of the move at least one (1) month in advance.
(3) The University shall make a good faith effort not to change a faculty member's teaching assignment less than four (4) weeks prior to the first class session.
(4) If a faculty member has been assigned or reassigned a course fewer than four (4) weeks prior to the first class session, such circumstances shall be taken into consideration when reviewing student evaluations of the course.

14.4 Equitable Opportunity. Each faculty member shall be given assignments that provide equitable opportunities, in relation to other faculty members in the same department, to meet required criteria for promotion, tenure, and merit salary increases.

(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.

(b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period. 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 one [1] year) for the purpose of rectifying the inequity requiring the University to provide the equitable opportunity as described herein.

(c) If it is determined that a faculty member has not received assignments that provide equitable opportunities described above, then the faculty member must receive a timely appropriate adjustment in the assignment that corrects the inequity.

14.5 Resolution of Assignment Disputes.

(a) A faculty member shall, upon written request, be granted a conference with the person responsible for making the assignment to express concerns. If the conference does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request, an opportunity to discuss those concerns with the dean. The faculty member shall perform the assignment until final resolution of the matter as prescribed in this Agreement.

(b) No faculty member's assignment shall be arbitrary or unreasonable.

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

(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 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 the students in the programs in the department. The preferences and desires of the faculty members 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) The time between the beginning of the first assignment and the end of the last assignment in any one (1) day exceeds eight (8) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(4) The time between the end of the last assignment on one (1) day and the beginning of the first 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.

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

(e) If the dean denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member, with a copy to UFF.

14.6 Place of Employment.

(a) Principal. Each faculty member shall be assigned one (1) principal place of employment, as stated on the University Letter of Appointment.

(1) Where possible, a faculty member shall be given at least nine (9) months' notice of a change in principal place of employment.

(2) The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

(3) Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(b) Secondary.

(1) Each faculty member, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the faculty member's principal place of employment.

(2) The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such a change.

(3) If the assignment to a secondary place of employment is made, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment.

(4) Necessary travel expenses, including overnight lodging and meals, for all assignments not at the faculty member's principal place of employment shall be paid at the State rate.

14.7 Schedule of Assigned Duties.

(a) Supervisors are encouraged to make appropriate adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when a faculty member is on call. Evenings, nights, and weekends when a faculty member is on call shall be considered in making other assignments.

(b) Except for P.K. Yonge, the academic year shall consist of a Fall and Spring semester of approximately 19.5 weeks each. Activities in each semester shall be scheduled during contiguous weeks with the exception of Spring Break.

14.8 Overload Assignments.

(a) An overload assignment is defined as the assignment of any duties in excess of a faculty member's full-time appointment (1.0 FTE).

(b) No faculty member shall be required to accept an overload assignment.

(c) As compensation for an overload assignment, the University shall offer the faculty member either

(1) financial compensation; or

(2) reduction in teaching assignment in a mutually agreeable following academic semester or year.

(d) Monetary compensation for overload assignments shall be paid from OPS. OPS payments do not qualify for retirement compensation or credit.

(e) Overload assignments are used for a variety of purposes, but with regular, in-person classroom courses, it is the intent of the university to migrate such course work over time to regular assignments.

14.9 The appropriate academic department and college may submit a request to the Office of the Provost for a change to full-time tenure for any faculty member who was granted tenure at less than 1.00 FTE.

14.10 A tenured or tenure-accruing faculty member may be transferred as a result of a reorganization or program curtailment within the University. No department or unit of the University is obliged to accept the transfer of a faculty member from another unit. The acceptance of a transferring faculty member is conditioned upon an affirmative vote of the tenured faculty members of the receiving academic department or unit. A report of the transfer shall be submitted through the appropriate administrative channels to the Office of the Provost for approval. If the transfer is approved, the faculty member's tenure or tenure eligibility shall be transferred to the new department.

14.11 P.K. Yonge Assignments.

(a) P.K. Yonge has a special mission and that mission is reflected in the annual academic year assignments. The developmental research school designation and the setting within the College of Education at the University provide unique opportunities and special responsibilities for P.K. Yonge faculty. P.K. Yonge faculty are expected to participate in teaching, research, outreach, and dissemination activities as part of their assignment.

(b) Academic Year Appointments. The academic year appointment period for P.K. Yonge faculty members consists of a Fall and Spring semester of approximately forty-two (42) contiguous weeks. Included in this appointment period are required planning days prior to the start of school in the fall.

(c) The University shall submit the proposed calendar to the faculty for its consideration before the end of the academic year, and such scheduling shall be subject to consultation under Article 6 of this Agreement.

(d) Work Day for P.K. Yonge Faculty. The work day for P.K. Yonge faculty members shall be seven and one-half (7.5) continuous hours. The University and UFF recognize that a faculty member's professional responsibilities and obligations may on occasion necessitate the faculty member's working beyond the work day. The University will provide two (2) additional paid hours for research per week and the faculty member is responsible for determining how to spend that research time within or outside of the work day. A work day may include instruction, research and planning time.

(1) The starting and ending times for work days shall be determined by the principal after discussion with the faculty. The principal's final decision shall be announced by August 1 of each year.

(2) The normal student contact time for a secondary school faculty member shall be the equivalent of twenty-five (25) fifty (50)-minute periods during the week.

(3) Each faculty member shall be provided a 30-minute lunch period without duties.

a. Faculty member who accepts a voluntary lunchroom duty assignment shall receive a supplement equal to the member's salaried hourly rate for thirty (30) minutes for each day the duty is performed. A faculty member's regular hourly rate of pay shall be determined by dividing the daily rate of pay by eight (8) hours.

b. Faculty members teaching in the elementary grades may be expected to escort their students to the serving line.

(4) Faculty members shall not be required to eat breakfast or lunch with their students.

(5) Faculty members shall be permitted to leave school at the end of the student day on school days immediately preceding the weekend, a holiday, or student vacation day as long as students are not left unsupervised. The principal shall make appropriate arrangements to ensure that faculty members who are needed to supervise students on these days are given comparable release time on other days. Any shortened day for teachers under this provision shall not be construed as infringing upon faculty planning time.

(6) Faculty members shall be provided additional time within the work day during the last three (3) days of student attendance at the conclusion of the school year, in order to allow adequate time for completing records and paper work.

(7) Additional Considerations.

a. No faculty member shall be asked to teach more than one (1) academic subject during a class period.

b. Faculty members teaching in middle school or high school shall not be required to teach more than three (3) separate, unrelated academic classroom subjects.

14.12 Scheduled Meetings and Planning Time for P.K. Yonge Faculty.

(a) There will be a required seven (7)-day planning program before the start of classes in the Fall semester.

(1) Highest priority shall be given to individual and team/department preparation time.

(2) Required meetings and in-service training shall not exceed a total of 10.5 hours for the planning program.

(b) Faculty Meetings, and Planning/Conference Days During Academic Year.

(1) Faculty meetings shall be held during the work day. Faculty members present at the meeting may vote to extend the meeting beyond the work day.

(2) Faculty Planning/Conference Days. Faculty planning days are designed to permit additional planning, preparations, parent conferences, professional learning, exchange of ideas, appraisal conferences, and other school-related business.

a. Faculty planning days shall be six (6) hours in length, exclusive of lunch. If lunch is an administratively scheduled activity, it is subsumed within the six (6) hours. Scheduling and duration of lunch periods shall be determined after consultation with the faculty.

b. The principal shall provide faculty members with no less than five (5) days' notice of any required activity that will occur on a planning day.

(c) Personal Planning time. During the regular school year, faculty members shall be provided an average of three hundred (300) minutes per week for planning. If the planning time is noncontiguous, it shall be scheduled in time blocks of no less than forty-five (45) minutes.

(1) The University may designate a portion of such time for administrative uses such as required professional learning or a faculty meeting. Notice of such use of planning time shall be given at least five (5) days in advance.

(2) A portion of the time may be set aside for team planning, with members of the team determining how much will be team planning.

(3) Additional planning time shall be scheduled for faculty members assigned to teach three or more un-related academic classroom assignments.

(d) Changes in teaching assignments for P.K. Yonge faculty members often involve significant changes in the courses or grade levels taught and the classrooms in which teaching takes place. An appropriately certified faculty member who volunteers shall be considered for such changes.

14.13 Equipment for P.K. Yonge Faculty. No faculty member shall be required to purchase supplies, textbooks, materials, or equipment from personal funds. The principal or designee shall discuss supply and material needs with each faculty member and shall secure for the faculty member's classroom use reasonable supplies and materials.