

1 **ARTICLE 7**
2 **ASSIGNMENT OF RESPONSIBILITIES**

3 **7.1 Policy.** The University and UFF agree that the assignment of responsibilities to faculty
4 members is one of the mechanisms by which the University establishes its priorities, carries
5 out its mission, and creates opportunities to increase the quality and integrity of its
6 academic programs.

7 **7.2 Faculty Assignment.** Teaching, research, and service are integral parts of a faculty
8 member’s assignment. Instructors are not assigned research.

9 **(a)** The University and UFF recognize that there are legitimate differences in faculty
10 development needs within the academic and university community, in interests and
11 areas of expertise among faculty members, in conventions among academic
12 disciplines, in academic program needs, and in the needs of units employing faculty
13 members.

14 **(1)** A prescriptive, rigid, and uniform formula that inflexibly dictates annual
15 workloads for individual faculty is not conducive to responding to these
16 differences.

17 ~~(1)~~**(2)** -This Agreement is intended to provide assignment flexibility, allowing for
18 shifts in the emphasis placed on various duties throughout a faculty
19 member’s career.

20 **(b)** The University and UFF recognize that it is a part of the faculty member’s
21 professional responsibility to carry out a majority of their duties on campus.

22 **(1)** -Examples of duties and activities which occur on campus during normal
23 business hours, and may require attendance in-person, include, but are not
24 limited to, regularly scheduled instructional activities, scheduled office
25 hours, departmental or University-wide meetings (ex. All Hands), and
26 training sessions.

27 **(2)** ~~Physical or virtual attendance~~~~Attendance~~ in campus meetings ~~by telephone~~
28 is ~~determined by the modality of the meeting, which is set by the chair of~~
29 ~~the meeting.~~

30 **a.** ~~Virtual meetings do typically~~ not require in-person attendance.

31 **b.** ~~In-person meetings require physical presence on campus~~

32 **c.** ~~Generally, department meetings and the majority of committee~~
33 ~~meetings will be conducted in-person.~~

34 **(3)** ~~an appropriate solution to executing a faculty member’s duties.~~ The
35 University and UFF further recognize that other duties may be more
36 appropriately performed in a manner and place (i.e. off-campus location),

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

as determined by the faculty member.

a. Regardless, a faculty member shall not choose to work off-campus in a manner that materially affects their ability to perform their duties, including those that involve interaction with students, other faculty, and staff.

b. Likewise, faculty are expected to be present on campus for in-person classes, in-person meetings, and other work events requiring physical presence and must be available for these activities during normal business hours, five days a week.

~~(2)~~**(4)** -The University shall make a reasonable and good faith effort, consistent with other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

(c) Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester.

(1) -Assignments generally include instruction, research, and service activities. ~~(3)~~**(2)** Research; however, research and service may be assigned on a more flexible basis.

7.3 Considerations in Assignments for Faculty.

(a) -The University and UFF recognize that the Legislature has described the minimum full academic assignment as twelve (12) contact hours of instruction or equivalent research/scholarship/creative activity and service.

(b) -The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum and is not easily quantifiable.

~~(b)~~**(c)** -The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.

(1) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.

(2) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

1 (3) When making assignments, the Chair should consider a credit hour of
2 independent research or service as roughly equivalent to three (3) to four
3 (4) hours of work per week over a fall or spring semester.

4 ~~(e)~~(d) Subject to the provisions of this Agreement, the University has the right to
5 determine the type of duties and responsibilities that comprise the professional
6 obligation and to determine the relative proportion of effort a faculty member may
7 be required to expend on the various components.

8 (e) Furthermore, the University properly has the obligation constantly to monitor and
9 review the size and number of classes and other instructional activities, such as
10 laboratories, field experiences, and internships, to consolidate inappropriately small
11 offerings, and to reduce inappropriately large classes.

12 (f) Faculty will be provided an opportunity to express their preference for courses that
13 they would like to teach and preferred schedules for delivery that adhere to
14 University established course scheduling standards.

15 ~~(d)~~(g) ~~When assigning courses and other responsibilities,~~ The Chair, or in the absence
16 of Chair, the Director or Provost, will consider these requests in addition to other
17 considerations such as workload assignment fairness, providing an appropriate
18 learning environment for students, upholding appropriate academic standards, and
19 facilitating student success. ~~when assigning courses and other responsibilities.~~

20 ~~(e)~~(h) The Chair shall inform the faculty member of their course and service assignments
21 and shall offer the faculty member the opportunity to discuss their overall course
22 and service assignments.

23 **7.37.4 Assignment Notification:**

24 **(a) Communication of Assignment to Faculty**

25 (1) A tentative assignment of responsibilities for the fall semester shall be
26 provided no later than July 15.

27 (2) A tentative assignment of responsibilities for the spring semester shall be
28 provided no later than November 20.

29 (3) Assignments include the course modality, which is solely determined by the
30 University.

31 ~~(3)~~(4) The faculty member shall be notified of the final assignment in writing no
32 later than two (2) weeks in advance of the starting date of each semester.

33 ~~(4)~~(5) New faculty members shall be informed of assigned duties as soon as
34 practicable can be done.

35 **(b) Change in Assignment**

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

- 1 (1) If it should become necessary to make changes in a faculty member’s
- 2 assignment, the person responsible for making the change shall notify the
- 3 faculty member as soon as practicable prior to making such changes and
- 4 shall specify the changes and the reason for the changes in writing.
- 5 (2) The University shall make a good faith effort not to change a faculty
- 6 member’s teaching assignment fewer than two (2) weeks prior to the
- 7 beginning of the semester.
- 8 (3) If a faculty member has been assigned or reassigned a course fewer than
- 9 two (2) weeks prior to the beginning of the semester, such circumstances
- 10 shall be taken into consideration when reviewing student evaluations of the
- 11 course.

12 **7.47.5 Equitable Opportunity.** To the extent feasible, each faculty member will be given
 13 assignments that provide equitable opportunities in relation to other faculty members, to
 14 meet required criteria for annual evaluations, reappointment, and promotion.

15 **7.57.6 Resolutions of Assignment Disputes.**

16 **(a)** A faculty member shall be granted, upon written request, a conference with the
 17 person responsible for making the assignment to express concerns. The conference
 18 shall occur within five days of the request. If the person responsible for making the
 19 assignment is unavailable in this time period, the Provost or designee will conduct
 20 the meeting.

21 **(1)** ~~If the conference with the person responsible for making the assignment~~
 22 ~~the conference~~ does not resolve the faculty member’s concerns, the faculty
 23 member shall be granted, upon written request ~~(Submission shall not~~
 24 ~~exceed a single page, double spaced, utilizing size 12 Times New Roman),~~
 25 ~~and within three (3) calendar days of the conference,~~ an opportunity to
 26 discuss those concerns with the _____. ~~If Division Director; if the faculty~~
 27 ~~member is not a part of a Division, or if Division Director is not available,~~
 28 ~~the discussion~~~~the conference~~ will be held with the Provost ~~(or designee).~~

29 **a.** The written submission shall not exceed a single page, double-
 30 spaced, in Times New Roman 12-point font.

31 **b.** The written request must be received no later than three (3) days
 32 after the initial conference with the person responsible for making
 33 the assignment.

34 **c.** This discussion will be held within three (3) days of receipt of the
 35 written request.

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

1 ~~(2)~~ -A final decision shall be rendered within seven (7) calendar days of the
2 Division Director or Provost (or designee) receiving the faculty member’s
3 written request.

4 ~~(4)~~~~(3)~~ -The faculty member shall perform the assignment until the final resolution
5 of the matter as prescribed in this Agreement.

6 (b) The parties recognize the following factors are critical to assignments:

7 (1) Assignments are driven primarily by the program and curricular needs of
8 the students in the programs in the department. The preferences and desires
9 of faculty members are secondary to those program and curricular needs.

10 (2) Not all faculty assignment requests and circumstances can be
11 accommodated, and that inability to accommodate does not represent in and
12 of itself an arbitrary and unreasonable assignment.

13 (3) The time between the beginning of the first assignment and the end of the
14 last assignment in one (1) day should not exceed nine (9) hours, unless there
15 is no practicable alternative.

16 (4) The time between the end of the last assignment on one (1) day and the
17 beginning of the first assignment for the next day should not be less than
18 twelve (12) hours, unless there is no practicable alternative.

19 (c) If the ~~D~~irector or Provost denies a faculty member’s request for re-assignment, the
20 University shall provide the reason in writing to the faculty member.

21 **7.67.7 Overload Assignments.**

22 (a) An overload assignment is defined in 7.3(c)(1) and 7.3(c)(2).

23 (b) As compensation for an overload assignment, the faculty member shall receive
24 4.167% of the faculty member’s academic year rate of pay for each credit hour of
25 overload assignment.

26 **7.77.8 Summer Appointments and Assignments.**

27 (a) Summer appointments are separate and distinct from the nine (9)-month academic
28 year appointment and do not affect the faculty member’s term of appointment.

29 (1) Summer assignments shall be offered based on student needs to qualified
30 faculty members by the individual named in section 7.3(f) or (h).

31 ~~(2)~~ The summer course schedule shall be developed considering available
32 budget, student demand, and program and curricular needs of the
33 department, division, and University.

34 ~~(3)~~ ~~By March 5, department chairs will formally ask faculty if they~~ Faculty
35 ~~members who~~ would like to teach in the summer ~~should inform their Chair~~

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

~~of their availability~~ and, ~~if so~~, which courses they ~~would prefer~~ are available to teach. Faculty response must be received by March 10.

~~(2)~~(4) The Chair will consider these requests in addition to other considerations such as workload assignment distribution, budgetary constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.

(b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.

(1) -In normal circumstances, a summer teaching assignment will not exceed eight credit hours.

~~(3)~~(2) -The summer instructional assignment, like that for the fall and spring semesters, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.

~~(b)~~(c) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment.

~~(e)~~(d) Faculty members with a nine (9)-month appointment who have not been assigned a summer course and who are not receiving other summer compensation from the University shall not be required to undertake committee work during the summer without compensation.

7.87.9 Summer Assignment Considerations.

(a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.

(b) The department officer (specified in Section 7.3(f) or (h)) who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.

(c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.

(d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

7.97.10 Summer Compensation for Nine-Month Faculty.

(a) A faculty member’s summer employment contract shall specify the compensation provided for the appointment.

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____

- 1 (1) For each credit hour assigned to be taught during the summer, the faculty
- 2 member shall receive 4.167% of the faculty member’s academic year rate
- 3 of pay.
- 4 (2) The University may choose to offer, and the faculty member may choose to
- 5 accept, higher compensation than that described in the previous section.
- 6 (b) Other credit-generating activities such as thesis or dissertation supervision, directed
- 7 independent studies, supervised teaching or research, or supervision of student
- 8 interns, as well as research or service activities, may be offered during the summer
- 9 term for mutually agreed-to compensation for that specific activity separate from
- 10 the compensation provided for any summer instructional assignment.
- 11 (c) The University also reserves the right to employ faculty over the summer period
- 12 for non-teaching duties, for agreed upon times and at a rate not below the faculty
- 13 member’s standard daily rate of pay.

14 ~~7.10~~**7.11** Considerations in Assignment for the Academic Professionals. A work week

15 for academic professionals will consist of a minimum of forty (40) hours. The University

16 and UFF recognize that professional obligations undertaken by academic professionals will

17 often require more than that minimum.

- 18 (a) Subject to the provisions of this Agreement, the University has the right to
- 19 determine the type of duties and responsibilities that comprise the professional
- 20 obligation of an academic professional.
- 21 (b) In making assignments or adjustments to assignments, the University shall consider
- 22 the needs of the unit and such non-teaching academic professionals’ preferences,
- 23 qualifications and experiences, and professional development interests.

For the University

For the UFF

Alex Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date _____

Date _____