Article 9

Assignment of Responsibilities

9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees 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 employee.

9.2 Considerations in Assignment.

A. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

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

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

(3). the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee 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 employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

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

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

C. The University and the 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 and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the

professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

D. Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

E. No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.3 Annual Assignment.

A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

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

B. Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

C. Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change at least thirty (30) days in advance, if practicable, and shall specify such change in writing.

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.

(1). 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, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2). For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.

(3). If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may require the University to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(4). Nothing in this section should be interpreted to create an entitlement to an employee that denies or interferes with the right of the University to end the appointment of an employee pursuant to Article 12: Non-Reappointment, 13: Layoff and Recall, or 16: Disciplinary Action and Job Abandonment, provided the respective requirements and criteria for each of the Articles listed are maintained as applicable. This provision applies, but is not limited to, tenure earning employees who are in the probationary period to obtaining tenure. 9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, 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. When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

A. Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. An employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Article 9.2, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B. Secondary. Each employee, 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 employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours and the end of the last assignment and the beginning of the next assignment is no less than twelve (12) hours.

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

9.8 Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment.

9.9 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 an employee, and which are used to assist or enhance instruction.

B. The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore,

the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

C. The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 1.2(B), prior to their implementation.

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

(2). Training and development resources available to employees 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 an employee's assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

D. The employee shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.

(1). Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in Article 18.3(C)(3). Consistent with such provisions and prior to the use of the instructional technology materials described in Article 9.9, above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.

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

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

b. the University has assigned the employee to develop such materials.