

1
2 **ARTICLE 9**
3 **ASSIGNMENT OF RESPONSIBILITIES**

4 9.1 Policy. The professional obligation is comprised of both scheduled and non-
5 scheduled activities. The parties recognize that it is a part of the professional
6 responsibility of faculty members to carry out their duties in an appropriate manner and
7 place. For example, while instructional activities, office hours, and other duties and
8 responsibilities may be required to be performed at a specific time and place, other non-
9 scheduled activities are more appropriately performed in a manner and place determined
10 by the faculty member in consultation with his/her supervisor.

11
12 9.2 Considerations in Assignment.

13 (a) The faculty member shall be granted, upon written request, a conference with
14 the person responsible for making the assignment to express concerns regarding:

- 15 (1) the needs of the program or department/unit;
16 (2) the faculty member's qualifications and experiences, including
17 professional growth and development and preferences;
18 (3) the character of the assignment, including but not limited to the number
19 of hours of instruction, the preparation required, whether the faculty member has taught
20 the course in the past, the average number of students enrolled in the course in past
21 semesters and the time required by the course, whether travel to another location is
22 required, the number of preparations required, the faculty member's assignments in other
23 semesters, the terms and conditions of a contract or grant from which the faculty member
24 is compensated, the use of instructional technology, the availability and adequacy of
25 materials and equipment, secretarial services, student assistants, and other support
26 services needed to perform the assignments, and any changes which have been made in
27 the assignment, including those which may have resulted from previous evaluations of
28 the faculty member; and
29 (4) the opportunity to fulfill applicable criteria for tenure, promotion, , and
30 merit salary increases.

31
32 (b) If the conference with the person responsible for making the assignment does
33 not resolve the faculty member's concerns, the faculty member shall be granted, upon
34 written request, an opportunity to discuss those concerns with an administrator at the next
35 higher level.

36
37 (c) The Board and the UFF recognize that, while the Legislature has described the
38 minimum full academic assignment in terms of twelve (12) contact hours of instruction
39 or equivalent research and service, the professional obligation undertaken by a faculty
40 member will ordinarily be broader than that minimum. In like manner, the professional
41 obligation of other professional faculty members is not easily susceptible of
42 quantification. The University has the right, in making assignments, to determine the
43 types of duties and responsibilities which comprise the professional obligation and to

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1 determine the mix or relative proportion of effort a faculty member may be required to
2 expend on the various components of the obligation.

3
4 (d) Furthermore, the University properly has the obligation constantly to monitor
5 and review the size and number of classes and other activities, to consolidate
6 inappropriately small offerings, and to reduce inappropriately large classes.

7
8 (e) No faculty member's assignment shall be imposed arbitrarily or unreasonably.
9 If a faculty member believes that the assignment has been so imposed, the faculty
10 member should proceed to address the matter through the procedures in Appendix "H" of
11 this Agreement, which shall be the exclusive method for resolving such disputes. Other
12 claims of alleged violations of the Agreement with respect to faculty member
13 assignments are subject to the provisions of Article 20, Grievance Procedure and
14 Arbitration.

15
16 9.3 Annual Assignment.

17 (a) Communication of Assignment. Faculty members shall be apprised in writing,
18 at the beginning of their employment and at the beginning of each year of employment
19 thereafter, of the duties assigned in teaching, research and other creative activities, public
20 service, and of any other specific duties assigned for that year.

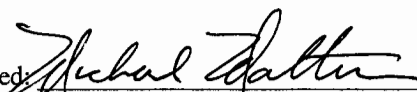
21 Except for an assignment made at the beginning of a faculty member's
22 employment, the person responsible for making an assignment shall notify the faculty
23 member prior to making the final written assignment. The assignment shall be
24 communicated to faculty members no later than six (6) weeks in advance of its starting
25 date, if practicable.

26
27 (b) Instructional Assignment. The period of an instructional assignment during an
28 academic year shall not exceed an average of seventy-five (75) days per semester and the
29 period for testing, advisement, and other scheduled assignments shall not exceed an
30 average of ten (10) days per semester. Within each semester, activities referred to above
31 shall be scheduled during contiguous weeks with the exception of spring break, if any.

32
33 (c) Change in Assignment. Should it become necessary to make changes in a
34 faculty member's assignment, the person responsible for making the change shall notify
35 the faculty member prior to making such change and shall specify such change in writing.

36
37 (d) Equitable Opportunity. Each faculty member shall be given assignments
38 which provide equitable opportunities, in relation to other faculty members in the same
39 department/unit, to meet the required criteria for promotion, tenure, , and merit salary
40 increases.

41 (1) For the purpose of applying this principle to promotion, assignments
42 shall be considered over the entire period since the original appointment or since the last
43 promotion, not solely over the period of a single annual assignment. The period under

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1 consideration at the University shall not be less than four years. The faculty member's
2 annual assignment shall be included in the promotion file.

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

7 (3) If an arbitrator determines that the faculty member was not provided an
8 "equitable opportunity" as described in this section, the arbitrator may award additional
9 employment requiring the University to provide the "equitable opportunity" as described
10 herein. The arbitrator also may retain jurisdiction for purposes of determining whether
11 the ensuing assignment provides such "equitable opportunity."
12

13 9.4 Summer Assignment.

14 (a) The summer instructional assignment, like that for the academic year, includes
15 the normal activities related to such an assignment as defined by the department/unit and
16 the nature of the course, such as course preparation, minor curriculum development,
17 lectures, evaluation of student efforts, consultations and conferences with students, and
18 minor committee activities.

19 (b) When a summer instructional appointment immediately follows the academic year
20 appointment, the faculty member may be assigned reasonable and necessary non-
21 instructional duties related to the summer instructional appointment prior to the
22 conclusion of the academic year appointment.
23

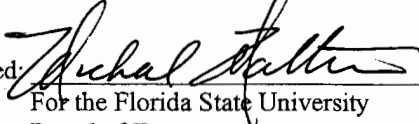
24 9.5 Place of Employment.

25 (a) Principal. Each faculty member shall be assigned one principal place of
26 employment, as stated on the University employment contract. Where possible, a faculty
27 member shall be given at least nine (9) months notice of a change in principal place of
28 employment. The faculty member shall be granted, upon written request, a conference
29 with the person responsible for making the change to express concerns regarding such
30 change, including concerns regarding considerations in assignment as described in
31 Section 9.3, above. Voluntary changes and available new positions within the department
32 shall be considered prior to involuntary changes, if practicable.
33


34 (b) Secondary. Each faculty member, where possible, shall be given at least
35 ninety (90) days written notice of assignment to a secondary place of employment more
36 than fifteen (15) miles from the faculty member's principal place of employment. The
37 faculty member shall be granted, upon written request, a conference with the person
38 responsible for making the change to express concerns regarding such change.

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

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2 9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so
3 that the time between the beginning of the first assignment and the end of the last for any
4 one day does not exceed eight (8) hours.

5
6 9.7 Equipment. When equipment is required for classes, it is desirable that there be
7 sufficient equipment to accommodate the students assigned thereto. The Board and the
8 UFF are committed to seek funding to provide for the replacement of obsolete equipment,
9 recognizing the necessity for maintaining an adequate inventory of technologically
10 current equipment.

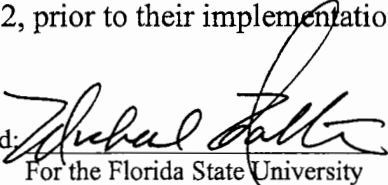
11
12 9.8 Workweek. Scheduled hours for all faculty members shall not normally exceed
13 forty (40) hours per week. Time shall be allowed within the normal working day for
14 research, teaching, or other activities required of the faculty member, when a part of the
15 assigned duties. Supervisors are encouraged to make appropriate reductions or
16 adjustments in the number of hours scheduled in recognition of evening, night, and
17 weekend assignments, and for periods when a faculty member is on call. Evenings,
18 nights, and weekends when a faculty member is on call shall be considered in making
19 other assignments. See Section 17.5 regarding schedule adjustment for holiday
20 assignment.


21
22 9.9 Instructional Technology.

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

29
30 (b) The parties recognize the increasing development and use of technology, such
31 as videotapes, interactive television, and computer software, to support teaching and
32 learning and to enhance the fundamental relationship between faculty member and
33 student. This technology may be used in the context of distance learning. Furthermore,
34 the parties also recognize that this technology should be used to the maximum mutual
35 benefit of the University and the faculty member.

36
37 (c) The University shall review the considerations stated in (1) through (4),
38 below, which may be raised by faculty member development and use of instructional
39 technology/distance learning. It is recognized that these considerations may already apply
40 to other faculty member instructional activities and, therefore, be addressed by existing
41 University policies and procedures. If the University concludes that new or revised
42 policies are needed, it shall develop such policies and consult with UFF pursuant to
43 Article 2, prior to their implementation.

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

5 (2) Training and development resources available to faculty members who
6 have been assigned to provide instruction through the use of instructional
7 technology/distance learning;

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

10 (4) Compensation, including recognition in a faculty member's assignment
11 or provisions for extra State compensation, for appreciably greater workload associated
12 with the assigned development and use of instructional technology/distance learning.

13
14 (d) The faculty member shall not make use of appreciable University support in
15 the creation or revision of instructional technology materials unless the University
16 approves such use in advance and in writing.

17
18 (e) (1) Provisions governing releases to be obtained when the University has an
19 interest in instructional technology are contained in Section 18.3(c)(3). Consistent with
20 such provisions and prior to the use of the instructional technology materials described in
21 Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving
22 financial or creative support to their development or use, and the faculty member shall
23 certify that such development or use does not infringe upon any existing copyright or
24 other legal right. The faculty member shall be liable to the University for judgments
25 resulting from such infringements.

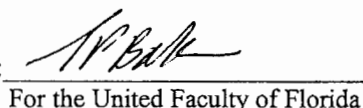
26 (2) The University shall assist the faculty member in obtaining releases
27 regarding instructional technology materials when:

- 28 a. the University has asserted an interest in such materials; or
29 b. the University has assigned the faculty member to develop such
30 materials.

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