

ARTICLE 7 ASSIGNMENT OF RESPONSIBILITIES

- 7.1 Policy. 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. Teaching, research, librarianship, counseling, and ~~and~~ service are integral parts of a faculty member's assignment. ~~Ideally, interaction between teaching, research, and service will occur and each will enhance and complement the other.~~

The University and UFF recognize that there are legitimate differences in faculty development needs within the academic and university community, in interests and areas of expertise among faculty members, in conventions among academic disciplines, ~~and~~ in academic program needs, and in the needs of units employing faculty members. A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences. This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on ~~teaching, research, and service~~ various duties throughout a faculty member's career.

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, counseling, and some 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.

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.

Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester. Assignments generally include instruction, research, librarianship, counseling, and service activities; however, research and service may be assigned on a more flexible basis. This written commitment by the University to a faculty member will be subject to enforcement under Article 11, Grievance and Arbitration.

- 7.2 Considerations in Assignments for Teaching Faculty. -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. The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum.

(a) Any assignment of responsibilities that exceeds twelve contact hours will be considered an overload.

- (b) Subject to the provisions of this Agreement, the University has the right to determine the type 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) The chair shall provide the teaching faculty member with the opportunity to consult about the course schedule.
- (d) The chair shall inform the teaching 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.
- (e) In making assignments the University shall consider the needs of the program or department and the teaching faculty member's preferences, qualifications and experiences, and professional development interests.

7.3 Considerations in Assignment for Non-Teaching Faculty. A work week for non-teaching faculty will consist of forty (40) hours. The University and UFF recognize that professional obligations undertaken by a faculty member will often be broader than that minimum.

- (a) Any work schedule that exceeds forty (40) hours in a work week will be considered an overload.
- (b) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of a non-teaching faculty member.
- (c) The non-teaching faculty member's supervisor shall provide the faculty member with the opportunity to consult about the faculty member's work schedule and assigned responsibilities.
- (d) The non-teaching faculty member's supervisor shall inform the faculty member of the impact of any contemplated change in the faculty member's work schedule and assigned responsibilities. The faculty member's supervisor shall offer the faculty member the opportunity to discuss any such contemplated change.
- (e) In making assignments the University shall consider the needs of the unit and the faculty member's preferences, qualifications and experiences, and professional development interests.

7.4 Assignments

(a) Communication of Assignment

- (1) A tentative assignment of responsibilities for the fall semester shall be provided no later than June 1.

- (2) A tentative assignment of responsibilities for the spring semester shall be provided no later than November 1.
- (3) For faculty members on a twelve (12) month contract, a tentative assignment of responsibilities for the summer semester shall be provided no later than April 1.
- (4) The faculty member shall be notified of the final assignment in writing no later than three (3) weeks in advance of the starting date of each term.
- (5) New faculty members shall be informed of assigned duties as soon as can be done.

(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 changes and shall specify the changes and the reason for the changes in writing.
- (2) The University shall make a good faith effort not to change a faculty member's teaching assignment less than two (2) weeks prior to the first class session.
- (3) If a faculty member has been assigned or reassigned a course fewer than two (2) weeks prior to the first class session, such circumstances shall be taken into consideration when reviewing student evaluations of the course.

7.4 Equitable Opportunity. Each faculty member will be given assignments that provide equitable opportunities, in relation to other faculty members, to meet required criteria for annual evaluations, ~~reappointment~~employment review, promotion, and merit salary increases.

(a) For the purpose of applying this principle to promotion, assignment 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.

~~(a)(b)~~ For the purpose of ~~re-appointment~~employment review, assignments shall be considered over the entire period since the last employment review~~re-appointment~~, not solely over the period of a single annual assignment.

~~(b)(c)~~ If an arbitrator determines that a faculty member was not provided equitable opportunity as described in this section, the arbitrator may award an additional period of employment for the purpose of rectifying the inequality requiring the University to provide the equitable opportunity as described herein.

~~(e)(d)~~ 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 inequality.

7.5 Resolutions 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 provost. The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.

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

~~(b)~~(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 faculty members are secondary to those 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 and unreasonable assignment.

(3) The time between the beginning of the first assignment and the end of the last assignment in one (1) day exceeds eight (8) hours, unless 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 there is no practicable alternative.

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

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

7.6 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) in 7.2 (a) and 7.3 (a).~~

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

(c) As compensation for an overload assignment, the University shall offer ~~a teaching the~~ faculty member financial compensation based on a faculty member's academic year salary at a rate of 4.167% per credit hour or contact hour delivered as overload. The University may choose to offer and the faculty member may choose to accept higher compensation than that described in the previous sentence.

(d) As compensation for an overload assignment, the University shall offer a non-teaching

faculty member financial compensation based on faculty member's yearly salary at a rate of 2.5% per hour of overload multiplied by the number of weeks the overload is worked divided by 52. The University may choose to offer and the faculty member may choose to accept higher compensation than that described in the previous sentence. Instead of compensation, the University may also choose to offer and the faculty member may choose to accept time off in a future week or weeks equal to the number of overload hours worked.

7.7 Summer Appointments and Assignments

- (a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment.
- (b) Summer assignments shall be offered equitably and as appropriate to qualified faculty members. The summer course schedule shall be developed in light of faculty expertise, student demand, and program and curricular needs of the department, college, and University. The chair or designee who schedules summer courses shall consult with faculty members about which courses they are available to teach.
- (c) A full-time (1.0) FTE summer assignment shall consist of teaching eight credit hours. In no case shall a summer teaching assignment exceed nine credit hours or 1.125 FTE. 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.
- (d) No nine (9)-month faculty member shall be required to accept a summer appointment.
- (e) Faculty members who have not been assigned a summer course shall not be required to undertake committee work without compensation.

7.8 Summer Assignment of Responsibilities

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department. The department officer who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach, not later than the end of the Fall semester.
- (b) Summer appointments shall be offered no later than five (5) weeks prior to the beginning of the appointment, if practicable.
- (c) Each full-time nine (9) month faculty member, excluding visitors, who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of students and the course is necessary to meet the program and curricular needs of the students in the programs in the department.
- (d) If sufficient student enrollment does not materialize in the course to which the faculty member is assigned, and this would result in the full-time nine (9) month faculty member not receiving a first summer course assignment, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to an adjunct. (1) This reassigned course shall be one that the faculty member has taught before or a new preparation that the faculty member has agreed to teach. (2) If a course reassignment is necessary, the faculty member shall be notified no later than one week in

advance of the start date of the newly assigned course. In the event there is no such appropriate course currently assigned to an adjunct, the faculty member shall be given a one-time “priority opportunity” for a first summer assignment in the following year. This means that the faculty member will be given the opportunity to select a course which he/she is qualified to teach, and be assigned to his/her selected summer course, before other first summer course assignments are made. However, this “priority opportunity” does not obviate the necessity of the course selected enrolling a sufficient number of students, and the course must be necessary to meet the program and curricular needs of the students in the programs in the department. In the event multiple faculty members are to be given such a “priority opportunity”, the opportunities shall be awarded by reference to Article 7.10 (c).

7.9 Summer Compensation

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

7.10 Summer Assignment Priority

- (a) In the event the University elects to assign a second or third summer course to a full-time nine (9) month faculty volunteer, and there are multiple qualified volunteers for a particular assignment, and unless there is a critical curricular or program need within the college or department that can only be filled by the assignment of a particular faculty member, such assignment shall be determined in accordance with the priority policy set forth in this section.
- (b) All department faculty members shall be ranked according to their teaching assignments in the past three summers. Those with the lowest total number of credits taught shall be ranked first, those with the next lowest number of credits taught shall be ranked second, those with the next lowest number of credits taught shall follow, etc.
- (c) Ties in the ranking system above shall be broken according to the following priority:
 - (1) Rank (Senior to Junior)
 - (2) Years in rank at FPU (including credited years at hire); and
 - (3) Total years at FPU (Longest to Shortest).
- (d) New faculty and former administrators returned to a nine-month faculty position shall be placed at the bottom of the priority list in the order in which they enter or return to the full-time teaching faculty.

(a)(e) The priority list of faculty members shall be prepared by the Department Chair and made available to faculty members as early in the fall semester as practicable.