To facilitate a more consistent implementation of Article 9 across all units, the following guidelines are provided for making all faculty assignments.

- The Dean of each College ultimately has responsibility for implementation of Article 9 of the CBA in relation to all aspects of assignment of faculty for all programs.
- All assignments for in-unit faculty shall be made consistent with Article 9 of the Collective Bargaining Agreement (CBA).
- Chairs/Supervisors are to communicate the annual assignment of duties in writing (Article 9.2).
- No faculty assignment shall be imposed arbitrarily or unreasonably (Article 9.3.F).
- Prior to establishing the assignment, each chair/supervisor shall provide the faculty with the opportunity to consult consistent with Article 9.3.
- Change in assignment shall be made consistent with Article 9.2.C.
- In making the assignment and making decisions about any consideration thereto the chair/supervisor shall assess elements such as:
  - The needs of the department/unit,
  - Credentials of the faculty relative to the course(s) assigned,
  - Opportunity for the faculty member to meet standards for annual evaluation and/or promotion,
  - The nature/character of the assignment,
  - Equitable opportunity over time in relation to other employees in the same department/unit to meet standards for annual evaluation and/or promotion.

* For your convenience, the language related to faculty assignment has been provided below. However, for a detailed treatment of the language please see the article on “Assignment of Responsibility” in the CBA.
Key elements in making the faculty assignment are as follows:

- Communication of Assignment
- Change in Assignment
- Equitable Opportunity
- Consideration in Assignment
- Arbitrary & Unreasonable Assignment
- Place of Employment
- Teaching Schedule
- Workweek

**Communication of Assignment:**

Faculty 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, thesis supervision, research and other creative activities, public service, and of any other specific duties assigned for that year. The assigned elements shall form the basis for annual evaluation, eligibility for merit, continuation, and promotion as per the college/unit criteria.

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.

**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 and shall specify such change in writing.

If an assignment is changed without six (6) weeks notice, the supervisor will provide the employee with a written explanation of the rationale for the assignment change with a copy to the Dean, no later than seven (7) days after the change has been made.

**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, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

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.

For the purpose of applying this principle to successive fixed multi-year appointments, assignments shall be considered over the entire appointment period and not solely over the period of a single annual assignment. The employee’s annual assignment shall be included in the evaluation file.

For the purpose of applying this principle to continuing multi-year appointment extensions, assignments shall be considered over the previous three (3) years or the entire period since the original appointment, whichever is less, and not solely over the period of a single annual assignment. The employee’s annual assignment shall be included in the evaluation file.

**Considerations in Assignment**

Prior to establishing the assignment, the department chair/supervisor shall provide the faculty member with the opportunity to consult about the course schedule, the faculty member’s teaching preferences, and the faculty member’s plans for scholarship and service, and other performance related activities.

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 opportunity to fulfill applicable criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(4) the character of the assignment, including but not limited to, those characteristics described below.

a. the number of hours of instruction,
b. the preparation required,
c. whether the employee has taught the course in the past,
d. the average number of students enrolled in the course in past semesters,
e. the time required by the course,
f. time of day at which the course is offered,
g. whether travel to another location is required,
h. the number of preparations required,
i. the employee’s assignments in other semesters,
j. the terms and conditions of a contract or grant from which the employee is compensated,
k. the use of instructional technology,
l. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
m. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee,
n. the distribution of day, evening, and weekend courses across the department considering the needs of students, the program, and the teaching capability within the department.

**Arbitrary Assignment**

No employee assignment shall be imposed arbitrarily or unreasonably.

Assignments are driven primarily by the program and curricular needs of students. 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.

Assignments may be deemed arbitrary or unreasonable if one or more of the following applies:

a. The assignment was made without providing the employee an opportunity to consult about the assignment (9.3.A).
b. An assigned course is outside the employee’s area of expertise as determined by the University’s and/or SACS standards for faculty credentialing, and the faculty has not agreed to teach the course.
c. There is a pattern of assignment that illustrates that the employee is not provided an equitable opportunity to meet the required evaluation criteria.

**Place of Employment**

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 9.3. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

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 additional time spent traveling to a secondary place of employment. Necessary travel expenses incurred, 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.

**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, unless the employee agrees in writing.

Teaching schedules should be established, if practicable, so that the number of hours between the end of the last assignment on a given day and the beginning of an assignment on the next day is not less than twelve (12) hours, unless the employee agrees in writing.

**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.

When making assignments, 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.

1. Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner 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.

5. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, may 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.