

1 UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/4/2024)
3 UNITED ACADEMICS PROPOSAL (3/14/2024)
4

5 Document Key

6 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
7

8 ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES
9

10 **Preamble.** The University and the Union recognize that, given the diverse nature of the work
11 performed by bargaining unit faculty members, the varying types of appointments, and the
12 needs of the university, the weighting of assignments and the particulars of individual
13 assignments will vary both between and within units. The University and the Union also
14 recognize that each bargaining unit faculty member has the obligation to devote their best
15 efforts to the university, and particularly to students; to perform all duties with
16 professionalism and diligence and in accordance with the standards appropriate in AAU
17 institutions; to act ethically and in compliance with the accepted professional standards; to
18 account for all money or property received; to use money and property only for lawful
19 purposes and in accordance with policy; to treat confidential information as confidential; to
20 cooperate with the university with regard to investigations, audits, and legal proceedings; and
21 to represent the university with professionalism.
22

23 **Section 1.** The faculty in each department or unit will maintain unit-level professional
24 responsibilities policies in accordance with Article 4. Assignment of professional
25 responsibilities may consist of some combination of instructional activities (including class
26 preparation, classroom teaching, evaluation of student work, advising and mentoring, and
27 various forms of communication with students); research, scholarship, and creative activity;
28 service within the department, school, college, institute, libraries, or the University; service to
29 external organizations or communities; and professional development activities.
30

31 **Section 2. Workloads.** A bargaining unit faculty member's particular workload shall be
32 assigned in accordance with their position description and unit-level policy. Assignments
33 shall reflect:
34

- 35 a. The instruction, research, and service needs of the university and its departments,
36 institutes, centers and other academic units;
37
38 b. The bargaining unit faculty member's qualifications, ~~and~~ expertise, and potential
39 to acquire the appropriate expertise;
40
41 c. The bargaining unit faculty member's evolving professional
42 interests;
43
44 d. Generally accepted practices in the field; and
45
46 e. A realistic balance of duties consistent with the criteria for review.
47

48 All bargaining unit faculty members in instructional classifications and categories at 1.0
49 annualized FTE shall be assigned at least 0.1 FTE for professional development. Bargaining unit
50 faculty members teaching nine or more classes with 1.0 FTE shall have their course load reduced
51 by one course to allow FTE for professional development.

52
53 All bargaining unit faculty members in instructional classifications and categories at 1.0
54 annualized FTE shall be assigned at least 0.1 FTE for service expectations.

55
56 **Section 3. Assignments.** The Office of the Provost shall be ultimately responsible, subject to
57 delegation, for the assignment of all bargaining unit faculty members' professional
58 responsibilities.

59
60 Bargaining unit faculty members shall be afforded the opportunity to meet with their
61 department or unit head annually, before responsibilities are assigned, to discuss the bargaining
62 unit faculty member's preferences regarding assignments for teaching, research/~~creative work~~,
63 service and other professional responsibilities as set forth in this Article, and the member's
64 anticipated resource needs. At the bargaining unit faculty member's request, their caregiving
65 responsibilities shall be considered in the scheduling of assignments.

66
67 The department or unit head may modify scheduled assignments, provided they discuss changes
68 with the bargaining unit faculty member before they are made and that changes are not made for
69 arbitrary or capricious reasons. Bargaining unit faculty members shall be given as much notice
70 as possible about potential changes to their scheduled assignments.

71
72 Bargaining unit faculty members may request ~~to adjust~~ adjustments to schedules or assignments
73 that shall not be unreasonably denied.

74
75 **Section 4.** Each bargaining unit faculty member must be fully engaged in teaching,
76 research/~~creative work~~, and service work for the university to the extent of their appointment,
77 and must be engaged in work or reasonably available for work for the entirety of the term for
78 which the bargaining unit faculty member is employed unless on approved leave. ~~There is no~~
79 ~~expectation that a faculty member engage in service work for the University outside of their~~
80 ~~appointment, and a faculty member's election not to engage in service work outside of their~~
81 ~~appointment shall not be considered in assessing or reviewing their performance.~~

82
83 **Section 5. Impact of Enrollment on Tenure-Track and Tenured and Career Faculty**
84 **Assignments.** In the event of course cancellation for insufficient enrollment:

85
86 a. The University will work with the affected faculty member to determine if it is possible
87 to replace the course assignment with an equivalent course assignment within the same
88 academic year. The assignment of an equivalent course pursuant to the Section shall not
89 be considered an overload assignment. ~~TTF faculty will not be expected to teach more~~
90 ~~than two courses in a term and Career faculty will not be expected to teach more than~~
91 ~~three courses in a term unless the faculty member agrees.~~

92
93 b. If it is not possible to replace the course assignment within the same academic year, the

94 department may provide an equivalent, alternative assignment **or combination of**
95 **assignments** consistent with the department's workload policy. Examples of such work
96 include but are not limited to the following: advising; determining course equivalencies
97 for transfer credit; assessment projects; curriculum development; substitute teaching;
98 recruiting for study abroad programs; and course development for future years. The
99 equivalent, alternative assignment must be completed during the same term the
100 canceled course was scheduled.

- 101
102 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
103 faculty member shall be assigned faculty-related work by the Dean's office.

104
105 **Section 6. Overloads.** An overload assignment is (1) an assignment that is in addition to the
106 bargaining unit faculty member's regular assignment and FTE status; (2) a one-time or limited
107 assignment, made or approved by the Office of the Provost, that is in addition to or different
108 from regular or usual assignments for the member's classification and rank; or (3) assignments
109 unrelated to the bargaining unit faculty member's primary job responsibilities. ~~;~~ ~~or (4) work~~
110 ~~normally completed by a GE~~

111
112 Overload appointments, except those with alternative compensation models, will be assigned an
113 FTE percentage commensurate with normal workload duties and compensated accordingly.
114 Bargaining unit faculty members may request that overload compensation take the form of a
115 course release when the duties are completed ~~in the same academic year as the release within~~
116 ~~one year of the release~~. No bargaining unit faculty member may be disciplined or terminated for
117 refusing an overload assignment.

118
119 Appointments for which compensation is paid, in whole or in part, with **sponsored federal**
120 funds may be ineligible for overload appointment or compensation.

121
122 ~~**Section 7. Bargaining unit faculty members will be eligible to buy out courses with**~~
123 ~~**external grant funds or other research funds at the rate of 10% of their base salary.**~~