

1                                   **UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)**  
2                                   **UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)**  
3                                   **UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)**

6                                   **Document Key**

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

9                                   **ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES**

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

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

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

- 36                   a. The instruction, research, and service needs of the university and its departments,  
37                   institutes, centers and other academic units;
- 39                   b. The bargaining unit faculty member’s qualifications, ~~and~~ expertise, and potential  
40                   to acquire the appropriate expertise;
- 42                   c. The bargaining unit faculty member’s evolving professional  
43                   interests;
- 45                   d. Generally accepted practices in the field; and

47 e. A realistic balance of duties consistent with the criteria for review.

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

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

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

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

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

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

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

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

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

93 three courses (3-5 credit courses) in a ~~quarter~~ term unless the faculty member agrees.

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

103  
104 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit  
105 faculty member shall be assigned faculty-related work by the Dean's office.  
106

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

113  
114 Overload appointments, except those with alternative compensation models, will be assigned an  
115 FTE percentage commensurate with normal workload duties and compensated accordingly.  
116 Bargaining unit faculty members may request that overload compensation take the form of a  
117 course release as follows: ~~when the~~

118 a. ~~When overload duties are completed in Fall or Winter, the course release must should be~~  
119 ~~taken in the same academic year as the overload duties if practicable.~~

120 b. ~~When overload duties are completed in the Spring, the course release must be taken the~~  
121 ~~following academic year Fall term. release, or within one year of the release.~~

122  
123 No bargaining unit faculty member may be disciplined or terminated for refusing an overload  
124 assignment.

125  
126 Appointments for which compensation is paid, in whole or in part, with ~~sponsored federal~~  
127 ~~funds~~ may be ineligible for overload appointment or compensation.

128  
129 ~~Section 7. Bargaining unit faculty members will be eligible to buy out courses with~~  
130 ~~external grant funds or other research funds at the rate of 10% of their base salary.~~