

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (11/13/2024)
2 UNITED ACADEMICS COUNTERPROPOSAL (10/31/2024)
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/26/2023)
4 UNITED ACADEMICS COUNTERPROPOSAL (8/13/2024)
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)
6 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)
7 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
8 UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)
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10 UNITED ACADEMICS PROPOSAL (3/14/2024)

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12 **Document Key**

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

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17 **Preamble.** The University and the Union recognize that, given the diverse nature of the work
18 performed by bargaining unit faculty members, the varying types of appointments, and the needs
19 of the university, the weighting of assignments and the particulars of individual assignments will
20 vary both between and within units. The University and the Union also recognize that each
21 bargaining unit faculty member has the obligation to devote their best efforts to the university,
22 and particularly to students; to perform all duties with professionalism and diligence and in
23 accordance with the standards appropriate in AAU institutions; to act ethically and in compliance
24 with the accepted professional standards; to account for all money or property received; to use
25 money and property only for lawful purposes and in accordance with policy; to treat confidential
26 information as confidential; to cooperate with the university with regard to investigations, audits,
27 and legal proceedings; and to represent the university with professionalism.
28

29 **Section 1.** The faculty in each department or unit will maintain unit-level professional
30 responsibilities policies in accordance with Article 4. Assignment of professional responsibilities
31 may consist of some combination of instructional activities (including class preparation,
32 classroom teaching, evaluation of student work, advising and mentoring, and various forms of
33 communication with students); research, scholarship, and creative activity; service within the
34 department, school, college, institute, libraries, or the University; service to external
35 organizations or communities; and professional development activities.
36

37 **Section 2. Workloads.** A bargaining unit faculty member's particular workload shall be
38 assigned in accordance with their position description and unit-level policy. Assignments shall
39 reflect:
40

- 41 a. The instruction, research, and service needs of the university and its departments,
42 institutes, centers and other academic units;
43
44 b. The bargaining unit faculty member's qualifications, ~~and~~ expertise, and potential to
45 acquire the appropriate expertise;
46

- c. The bargaining unit faculty member's evolving professional interests;
- d. Generally accepted practices in the field; and
- e. A realistic balance of duties consistent with the criteria for review.

~~All Career instructional bargaining unit faculty members at 1.0 annualized FTE shall be assigned at least .2 FTE for professional development and service.~~

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

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

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

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

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

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

Section 4. Each bargaining unit faculty member must be fully engaged in teaching, research/~~creative work~~, and service work for the university to the extent of their appointment, and must be engaged in work or reasonably available for work for the entirety of the term for which the bargaining unit faculty member is employed unless on approved leave. ~~There is no expectation that a faculty member engage in service work for the University outside of their contract period, and A bargaining unit faculty member's election not to engage in service work outside of their contract period shall not be considered in the assessment and review of their performance.~~

Section 5. Impact of Enrollment on Tenure-Track and Tenured and Career Faculty

93 **Assignments.** In the event of course cancellation for insufficient enrollment:
94

95 ~~{Acceptance of lines 99-104 is contingent upon the administration accepting the Union's~~
96 ~~language in lines 129-132 on overload appointments}~~
97

- 98 a. The University will work with the affected faculty member to determine if it is possible
99 to replace the course assignment with an equivalent course assignment within the same
100 academic year. The assignment of an equivalent course pursuant to the Section shall not
101 be considered an overload assignment. ~~Except by mutual agreement, a bargaining unit or~~
102 ~~as the result of an unsuccessful development plan, TT faculty will not be expected to~~
103 ~~teach more than two courses (3-5 credit courses) in a term. and Career~~ ~~Except by mutual~~
104 ~~agreement, Except by mutual agreement, a Career faculty member will not be expected to~~
105 ~~teach more than three courses (3-5 credit courses) in a quarter-term unless the faculty~~
106 ~~member agrees.~~
107
108 b. If it is not possible to replace the course assignment within the same academic year, the
109 department may provide an equivalent, alternative assignment ~~or combination of~~
110 ~~assignments~~ consistent with the department's workload policy. Examples of such work
111 include but are not limited to the following: advising; determining course equivalencies
112 for transfer credit; assessment projects; curriculum development; substitute teaching;
113 recruiting for study abroad programs; and course development for future years. The
114 equivalent, alternative assignment must be completed during the same term the canceled
115 course was scheduled.
116
117 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
118 faculty member shall be assigned faculty-related work by the Dean's office.
119

120 **Section 6. Overloads.** An overload assignment is (1) an assignment that is in addition to the
121 bargaining unit faculty member's regular assignment and FTE status; (2) a one-time or limited
122 assignment, made or approved by the Office of the Provost, that is in addition to or different
123 from regular or usual assignments for the member's classification and rank; or (3) assignments
124 unrelated to the bargaining unit faculty member's primary job responsibilities. ~~;~~ ~~or (4) work~~
125 ~~normally completed by a GE~~
126

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

- 131 a. ~~When overload duties are completed in Fall or Winter, the course release must should be~~
132 ~~taken in the same academic year as the overload duties if practicable.~~
133 b. ~~When overload duties are completed in the Spring, the course release must should be~~
134 ~~taken the following Fall term. academic year. release, or within one year of the release.~~
135

136 No bargaining unit faculty member may be disciplined or terminated for refusing an overload
137 assignment.
138

139 Appointments for which compensation is paid, in whole or in part, with sponsored federal funds
140 may be ineligible for overload appointment or compensation.

141

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