

1 UNITED ACADEMICS COUNTERPROPOSAL (8/13/2024)  
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)  
3 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)  
4 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)  
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7 **Document Key**

8 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
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10 **ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES**

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

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 responsibilities  
26 may consist of some combination of instructional activities (including class preparation,  
27 classroom teaching, evaluation of student work, advising and mentoring, and various forms of  
28 communication with students); research, scholarship, and creative activity; service within the  
29 department, school, college, institute, libraries, or the University; service to external  
30 organizations or communities; and professional development activities.  
31

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 shall  
34 reflect:  
35

- 36 a. The instruction, research, and service needs of the university and its departments,  
37 institutes, centers and other academic units;
- 38  
39 b. The bargaining unit faculty member's qualifications, ~~and~~ expertise, and potential to  
40 acquire the appropriate expertise;
- 41  
42 c. The bargaining unit faculty member's evolving professional 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 Career instructional bargaining unit faculty members at 1.0 annualized FTE shall be assigned  
49 at least .2 FTE for professional development and service.

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

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

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

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

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

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

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

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

- 88  
89 a. The University will work with the affected faculty member to determine if it is possible  
90 to replace the course assignment with an equivalent course assignment within the same  
91 academic year. The assignment of an equivalent course pursuant to the Section shall not  
92 be considered an overload assignment. ~~Except by mutual agreement or as the result of an~~

93 unsuccessful development plan, TT faculty will not be expected to teach more than two  
94 courses (3-5 credit courses) in a term. ~~and Career Except by mutual agreement, a~~  
95 ~~bargaining unit~~ Except by mutual agreement, a Career faculty member will not be  
96 expected to teach more than three courses (3-5 credit courses) in a ~~quarter~~ term ~~unless the~~  
97 ~~faculty member agrees.~~

- 98
- 99 b. If it is not possible to replace the course assignment within the same academic year, the  
100 department may provide an equivalent, alternative assignment ~~or combination of~~  
101 ~~assignments~~ consistent with the department's workload policy. Examples of such work  
102 include but are not limited to the following: advising; determining course equivalencies  
103 for transfer credit; assessment projects; curriculum development; substitute teaching;  
104 recruiting for study abroad programs; and course development for future years. The  
105 equivalent, alternative assignment must be completed during the same term the canceled  
106 course was scheduled.
- 107
- 108 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit  
109 faculty member shall be assigned faculty-related work by the Dean's office.

110

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

117

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

- 122 a. ~~When overload~~ duties are completed in Fall or Winter, the course release ~~must~~ should be  
123 taken in the same academic year as the overload duties if practicable.
- 124 b. ~~When overload~~ duties are completed in the Spring, the course release ~~must~~ should be  
125 taken the following ~~Fall term: academic year. release, or within one year of the release.~~

126

127 No bargaining unit faculty member may be disciplined or terminated for refusing an overload  
128 assignment.

129

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

132

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