

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

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

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

21  
22 **Section 1.** The faculty in each department or unit will maintain unit-level professional  
23 responsibilities policies in accordance with Article 4. Assignment of professional  
24 responsibilities may consist of some combination of instructional activities (including class  
25 preparation, classroom teaching, evaluation of student work, advising and mentoring, and  
26 various forms of communication with students); research, scholarship, and creative activity;  
27 service within the department, school, college, institute, libraries, or the University; service to  
28 external organizations or communities; and professional development activities.  
29

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

- 33  
34 a. The instruction, research, and service needs of the university and its departments,  
35 institutes, centers and other academic units;  
36  
37 b. The bargaining unit faculty member's qualifications, ~~and~~ expertise, and potential  
38 to acquire the appropriate expertise;  
39  
40 c. The bargaining unit faculty member's evolving professional  
41 interests;  
42  
43 d. Generally accepted practices in the field; and  
44  
45 e. A realistic balance of duties consistent with the criteria for review.  
46

47 ~~All bargaining unit faculty members in instructional classifications and categories at 1.0~~

48 ~~annualized FTE shall be assigned at least 0.1 FTE for professional development. Bargaining unit~~  
49 ~~faculty members teaching nine or more classes with 1.0 FTE shall have their course load reduced~~  
50 ~~by one course to allow FTE for professional development.~~

51  
52 ~~All bargaining unit faculty members in instructional classifications and categories at 1.0~~  
53 ~~annualized FTE shall be assigned at least 0.1 FTE for service expectations.~~

54  
55 **Section 3. Assignments.** The Office of the Provost shall be ultimately responsible, subject to  
56 delegation, for the assignment of all bargaining unit faculty members' professional  
57 responsibilities.

58  
59 Bargaining unit faculty members shall be afforded the opportunity to meet with their  
60 department or unit head annually, before responsibilities are assigned, to discuss the bargaining  
61 unit faculty member's preferences regarding assignments for teaching, research/**creative work**,  
62 service and other professional responsibilities as set forth in this Article, and the member's  
63 anticipated resource needs. At the bargaining unit faculty member's request, their caregiving  
64 responsibilities shall be considered in the scheduling of assignments.

65  
66 The department or unit head may modify scheduled assignments, provided they discuss changes  
67 with the bargaining unit faculty member before they are made and that changes are not made for  
68 arbitrary or capricious reasons. Bargaining unit faculty members shall be given as much notice  
69 as possible about potential changes to their scheduled assignments.

70  
71 Bargaining unit faculty members may request to adjust ~~adjustments to~~ schedules or assignments  
72 ~~that shall not be unreasonably denied.~~

73  
74 **Section 4.** Each bargaining unit faculty member must be fully engaged in teaching,  
75 research/**creative work**, and service work for the university to the extent of their appointment,  
76 and must be engaged in work or reasonably available for work for the entirety of the term for  
77 which the bargaining unit faculty member is employed unless on approved leave. ~~There is no~~  
78 ~~expectation that a faculty member engage in work for the University outside of their~~  
79 ~~appointment and a faculty member's election not to work outside of their appointment shall not~~  
80 ~~be considered in assessing or reviewing their performance.~~

81  
82 **Section 5. Impact of Enrollment on Tenure-Track and Tenured and Career Faculty**  
83 **Assignments.** In the event of course cancellation for insufficient enrollment:

- 84
- 85 a. The University will work with the affected faculty member to determine if it is possible  
86 to replace the course assignment with an equivalent course assignment within the same  
87 academic year. The assignment of an equivalent course pursuant to the Section shall not  
88 be considered an overload assignment. ~~TTF faculty will not be expected to teach more~~  
89 ~~than two courses in a term and Career faculty will not be expected to teach more than~~  
90 ~~three courses in a term unless the faculty member agrees.~~
  - 91 b. If it is not possible to replace the course assignment within the same academic year, the  
92 department may provide an equivalent, alternative assignment **or combination of**  
93

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

- 100  
101 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit  
102 faculty member shall be assigned faculty-related work by the Dean's office.  
103

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

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

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

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