

1 UNIVERSITY COUNTERPROPOSAL

2 1-8-13

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4 ARTICLE 10

5 ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES

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

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19 **Section 1.** Assignment of professional responsibilities may consist of some combination of
20 instructional activities (including class preparation, classroom teaching, evaluation of student
21 work, advising and mentoring, and various forms of communication with students); research,
22 scholarship, and creative activity; and service within the department, school, college or institute,
23 and the university, and also outside the university.

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25 **Section 2.** The University will assign the duties, responsibilities and institutional expectations
26 for each bargaining unit position. In assigning professional duties, the University will take into
27 account differences in research methodology and results, as well as course type, size, and
28 pedagogy. Decisions about particular assignments do not set precedent for future assignment
29 decisions.

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31 **Section 3.** Duties, responsibilities, and expectations will, in general, address the following:

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33 a) Course load and teaching
34 b) Service
35 c) Research, scholarship and creative activity
36 d) Professional development related to teaching, research and service
37 e) Undergraduate and graduate advising
38 f) Student contact and communication
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40 **Section 4.** Assignment of duties should involve the following considerations:

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42 a) New course preparations
43 b) Balance of workload components based on faculty review, promotion and tenure,
44 professional development expectations and agenda for research, scholarship and creative
45 activity
46 c) Administrative duties

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2 **Section 5.** Duties, responsibilities and expectations should reflect

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4 a) The instruction, research, and service needs of the University and its departments,
5 institutes, centers and other academic units
6 b) The bargaining unit member's qualifications and expertise and potential to acquire the
7 appropriate expertise
8 c) The bargaining unit member's evolving professional interests
9 d) Generally accepted practices in the field

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11 **Section 6.** The Provost or designee shall be responsible for the scheduling and assignment of all
12 bargaining unit members. A bargaining unit member shall be afforded the opportunity to meet
13 with his or her dean, director or designee at least annually, before responsibilities are assigned, to
14 discuss the member's preferences regarding assignments for teaching, research, service and
15 other professional responsibilities as set forth in this Article and the member's anticipated
16 resource needs.

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18 The Provost or designee may modify scheduled assignments. Bargaining unit members may
19 request to adjust workload schedules or assignments. The decisions of the Provost or designee
20 regarding the assignment of professional duties are not grievable or subject to arbitration.

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22 **Section 7.** Each bargaining unit member must be fully engaged in teaching, research and service
23 work for the University to the extent of his or her appointment, and must be engaged in work or
24 available for work for the entirety of the term for which the bargaining unit member is employed
25 unless on approved leave.

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27 **Section 8.** An overload assignment is (1) an assignment resulting from circumstances that the
28 Provost or designee determines requires assigning duties to a bargaining unit member that are in
29 addition to or different from the regular assignments for the member's classification, rank and
30 FTE status; (2) a one time or limited assignment, made or approved by the Provost or designee,
31 that is in addition to or different from regular or usual assignments for the member's
32 classification and rank; or (3) assignments unrelated to the bargaining unit member's primary job
33 responsibilities. Overload assignments do not include committee work or the teaching of
34 additional or larger sections unless the Provost or designee determines that such assignments
35 meet the criteria for an overload assignment described in this section.

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37 **Section 9.** Appointments for which compensation is paid, in whole or in part, with federal funds
38 may be ineligible for overload compensation.

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40 **Section 10.** A decision by the Provost or designee to refuse to designate an assignment as an
41 overload assignment may not be grieved and is not subject to arbitration.