

June 30, 1972

A G R E E M E N T

Agreement between (1) the Board of Trustees of Oakland University, Rochester, Michigan (herein called "Oakland"), and (2) the Oakland University Chapter of the American Association of University Professors (herein called "Association")

*Oakland University*

P R E A M B L E

The parties hereto recognize that the purpose of the University is to provide a facility for higher education to serve all those who seek through its facilities to avail themselves of, and contribute to, teaching, research, and public service.

The parties recognize that faculty members hereinafter described are entitled to fair and reasonable conditions of employment, and to methods of fair and peaceful adjustment of all disputes which may arise in the course of their employment. Therefore, the parties have, through their representatives, negotiated an agreement setting forth the terms of employment with respect to wages and working conditions for those faculty members hereinafter described. Now, therefore, the parties agree as follows:

ARTICLE I

1. DEFINITIONS. As used in this Agreement and except as its context may otherwise require:

- (a) "Oakland" means the Board of Trustees of Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan, and the administrative agents of said Board.
- (b) "Association" means the Oakland University Chapter, American Association of University Professors.
- (c) "Academic Year" means two semesters, each of which includes fifteen weeks of instruction and an examination period.
- (d) "Employee" means an individual bargaining unit faculty member as the bargaining unit is defined by Article II.
- (e) "Faculty Member" means an employee covered by Paragraph 2.
- (f) "Unit" or "Bargaining Unit" means the employees, collectively, covered by Article II.

- (g) "Honorary Professor" means an employee holding faculty rank who receives only token OR NO compensation.
- (h) The masculine, feminine and neuter import one another.

*Vertergult*

ARTICLE II

2. RECOGNITION. Pursuant to and in accordance with all the applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, Oakland does hereby recognize the Association as exclusive collective bargaining representative for all employees who regularly engage in teaching and/or research and for librarians; excluding persons employed as post-doctoral fellows, post-doctoral research assistants, or post-doctoral research associates in each case whose wages, hours and working conditions are not determined by Oakland; honorary professors and executive or supervisory employees; visiting lecturers in Arts and Sciences, temporary employees, and all other employees. For the purpose of this Article II department chairmen, directors of area studies, inner college chairmen, and the exploratory program coordinator are not considered executive or supervisory, and are members of the bargaining unit.

ARTICLE III

3. WORK OF THE BARGAINING UNIT. All professional library service and the teaching of credit courses shall be the exclusive work of the members of the bargaining unit, provided that any person granted faculty rank, and visiting lecturers may teach credit courses on a part-time basis.

4. Visiting lecturers in Arts and Sciences shall be restricted to part-time teaching employment in regularly approved extradepartmental and extraschool programs of Oakland and will be employed only upon the recommendation of the appropriate program coordinator after consultation with faculty members closely associated with the program.

5. In any one semester, the number of extradepartmental and extraschool part-time employees shall not exceed three percent, figured on a full-time faculty equivalent basis, of the total number of faculty members in the bargaining unit.

ARTICLE IV

6. FACULTY STATUS.

ACADEMIC RANKS and TITLES. All academic titles granted to any person, whether or not a member of the bargaining unit, described in this section shall be granted in accordance with regular procedures. The titles "professor", "associate professor", "assistant professor", and "instructor" are granted subject to the rules of tenure. The ranks of lecturer, special instructor and assistant instructor are not subject to the rules of tenure.

7. The title "lecturer" may be given any person who possesses professional qualifications for faculty membership but who is employed on a part-time basis or on a temporary basis or both.

8. The title "special instructor" is used for a full-time employee who does not have <sup>THE ACADEMIC QUALIFICATIONS</sup> a regular full-time teaching or research appointment, <sup>but who commands certain valuable skills.</sup> A special instructor is employed for a term of two years and may be re-employed for two additional two-year terms, without assurance of security in his position. If re-employed for a fourth two-year term (with the approval of the committees and administrative officers concerned with the award of tenure), any such employee is assured security in his position so long as the position remains a part of Oakland's program. Special instructors are entitled to all

perquisites of faculty membership and employment except sabbatical leaves, including, but not limited to, the discharge procedures set forth in Paragraphs 16 and 17.

9. "Assistant instructor" is the title used for any person, except as provided in Paragraphs 4, 6, and 7, above, who is employed on a part-time basis or a temporary basis or both.

#### ARTICLE V

#### ASSOCIATION RIGHTS

10. ASSOCIATION MEMBERSHIP. Oakland will not discriminate against any member of the Association because of his membership or non-membership in said Association. Oakland and the Association agree to abide by the 1940 Statement of Principles of Academic Freedom and Tenure of the American Association of University Professors. No faculty member shall be required to join the Association as a condition of employment by Oakland.

11. ASSOCIATION MEMBERSHIP: LIST OF UNIT. Oakland will send to the Association, within fifteen days after the execution of this agreement, a list stating the name of each faculty member then in the unit and will, by the fifteenth day of the month following any change in such list, send the



Association a list of any such changes.

12. ASSOCIATION MEMBERSHIP: AMOUNT OF PROFESSIONAL DUES. Within fifteen days after receiving any list required by Paragraph 11, the Association will (a) notify Oakland of the names of the faculty members who are members of the Association and (b) certify on a copy of said list the periodic professional dues payable thereafter by each Association member named on said list. Oakland will make deductions (under the terms of Paragraph 13) in amounts set forth on said certified list until further notice from the Association.

13. ASSOCIATION MEMBERSHIP: PROFESSIONAL DUES DEDUCTION. Within thirty days after receiving the initial list required by Paragraph 11 and once monthly thereafter during the term of this agreement (subject to the requirements of any change list required by Paragraph 11), Oakland will, for each faculty member named on such lists who (a) has on the last payroll date of the month involved sufficient compensation due him from Oakland and (b) has on a form satisfactory to Oakland duly authorized it to do so, deduct from such faculty member's compensation and remit to the Association an amount equal to the periodic professional dues so listed as payable to the Association for his account. Oakland will have no obligation to deduct or remit the dues payable for the account of any faculty member whose withholding authorization reaches the payroll department after the tenth of the month or who does not have sufficient compensation due him on the

last payroll date of any month to pay his account with the Association. The Association will indemnify Oakland against all liability Oakland may incur by reason of any dues deduction or remittance pursuant to this Paragraph.

14. ASSOCIATION USE OF FACILITIES AND SERVICES: The Association shall be permitted to use Oakland's facilities and services for the transaction of official Association business at reasonable times, provided that such utilization does not interrupt normal Oakland operations. Oakland may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use, provided that no charge will be made for joint meetings with members of the University Administration or other agents of Oakland.

15. ASSOCIATION OFFICE SPACE: Oakland will provide separate office space for the Association's use, at no charge to the Association.

#### ARTICLE VI

#### DISCIPLINE AND DISCHARGE

16. DISCIPLINE AND DISCHARGE: BASIS. Oakland will discipline or discharge a faculty member only for just cause. "Just cause" for discharge shall be limited to:

- (a) Serious professional misconduct
- (b) Incompetence
- (c) Conduct which is punishable as a felony under Michigan or Federal Law.

17. DISCIPLINE AND DISCHARGE: PROCEDURES FOR DISCHARGE.

Oakland will not discharge any faculty member on the basis of conduct violating Paragraph 16 of this Agreement, until the faculty member shall have been accorded full procedural and substantive due process as set forth in the American Association of University Professors Statement on Procedural Standards in Faculty Dismissal Proceedings. Said statement is appended to and shall constitute a part of this Agreement and is marked Appendix A. Discharge decisions rendered according to the above procedural standards are not subject to review by the grievance provisions of Article XII herein. However, the issue of fact as to whether the procedural standards have been met shall be subject to the grievance procedure.

18. NOTICE OF DISCIPLINE. Oakland will state the reason for any disciplinary action taken to the faculty member in writing and will send the Association a copy of such statement.

ARTICLE VII

PROFESSIONAL RESPONSIBILITIES

19. Oakland and the Association agree that the primary professional responsibilities of faculty members are teaching (which includes academic counselling), or professional library service, and research.

Further, Oakland and the Association agree that faculty members have additional professional responsibilities in such areas as advising, orientation, registration, participation in committees, keeping regularly posted office hours, which are scheduled at times most beneficial to students, and participation in ceremonial academic functions such as convocation and commencement. Faculty members shall not be asked to spend an excessive or unfair amount of time on such services.

ARTICLE VIII

COMPENSATION

20. Members of the bargaining unit shall receive salaries and other monetary compensation as provided in Appendix B.

21. HOSPITALIZATION INSURANCE PROGRAM. Oakland will provide a Hospital Medical Insurance plan which shall be underwritten by the American Community Mutual Insurance Company and shall provide the coverage set forth in Group Contract #426, or, if not available, equivalent coverage.

22. Faculty members shall pay only the appropriate respective following costs for the above plan:

Single Subscriber	No Cost
Two-Party Contract	\$ 4.15
Full-Family Contract	\$ 8.28

23. Those faculty members enrolled in the Community Health Association (CHA) hospitalization and medical plan may continue to participate in said plan. Oakland will continue to pay that portion of the cost of said plan which Oakland currently pays for each faculty member, now enrolled, and his family. Any faculty member electing to discontinue his participation in CHA shall not be eligible to return to enrollment in CHA. Any faculty member enrolled in CHA shall not be eligible for benefits set forth in Paragraph 21, nor shall he be responsible for costs set forth in Paragraph 22.

24. MAJOR MEDICAL INSURANCE PROGRAM. Oakland will provide for a \$50,000 Major Medical insurance plan for all full-time faculty members. Said plan shall be underwritten by Teachers Insurance Annuity Association (T.I.A.A.), or, if not available, equivalent coverage.

25. LIFE INSURANCE PROGRAM. Oakland will provide each full-time faculty member with an amount of term life insurance equal to his base compensation. If this insurance is not an even multiple of \$1,000.00, it shall be raised to the next higher multiple of \$1,000.

Oakland shall also provide optional plans for additional term life insurance. Premiums, for such additional coverage described in the following schedule, shall be paid by the bargaining unit member:

SCHEDULE "A"	SCHEDULE "B"
\$ 10,000	\$ 20,000
PREMIUM PER MONTH	PREMIUM PER MONTH
\$ 4.30	\$ 8.60

26. GROUP TRAVEL ACCIDENT INSURANCE PROGRAM. Oakland shall provide for all members of bargaining unit for the duration of this Agreement its present or a comparable group travel accident insurance plan. This coverage shall be applicable only while traveling on official Oakland business.

27. PROFESSIONAL LIABILITY INSURANCE PROGRAM. Oakland will provide a professional liability insurance program. Coverage shall consist of \$100,000 per person, \$300,000 per incident, \$500,000 for medical expenses.

28. RETIREMENT. Oakland shall continue to offer to all faculty members participation in TIAA-CREF (College Retirement Equities Fund) and shall upon said participation contribute to said plan over and above all other compensation

an amount equal to ten percent (10%) of all monetary compensation paid to each and every participating faculty member, provided that Oakland shall not pay said ten percent (10%) on any compensation provided in paragraphs 31, 32, and 33, or sub-paragraph (i) of Appendix B, and shall pay contributions to TIAA-CREF as provided in paragraph 35. For the purposes of this paragraph faculty participation shall be defined as contributing to said plan an amount equal to one-half that contributed by Oakland.

29. LONG-TERM DISABILITY INSURANCE PROGRAM. Oakland will provide for all full-time faculty members a long-term disability insurance plan through the Teachers Insurance Annuity Association (T.I.A.A.) providing the following benefits:

(1) A Monthly Income Benefit after six months of total disability not to exceed \$1,500 per month.

(2) A Monthly Waiver Benefit for those participating in the TIAA-CREF retirement plan equal to 15% of covered monthly salary as of the date the disability began.

(3) *Waiver of premium for that portion of*  
~~The~~ portion of the Monthly Income

Benefit and the Monthly Waiver Benefits *premiums*  
*regularly paid by the employee*

30. Oakland will pay the entire cost of the premium

for all insurance provided in this Article VIII, except as specifically stated otherwise.

31. FACULTY TRAVEL: PROFESSIONAL MEETINGS. Full-time faculty members shall be permitted sufficient time away from their regular assignments to attend one regularly scheduled professional meeting or conference, ~~during the calendar year.~~ Subject to the travel regulations established by Oakland, such faculty member shall be entitled to reimbursement for travel expenses incurred in attendance at such meeting.

32. Full-time faculty members invited to make a presentation at a professional meeting (not to exceed two per year) or who attend on official business such as recruiting, shall receive full reimbursement for travel, lodging, and meals according to the travel regulations established by Oakland.

33. FACULTY TRAVEL: PRIVATE AUTOMOBILE. Whenever travel regulations permit a faculty member to use his private automobile for travel, Oakland will reimburse him for such use at the rate of ten cents per mile.

#### ARTICLE IX

#### LEAVES WITH PAY

34. Oakland shall make available leaves with pay.



Leaves with pay are intended for the mutual benefit of Oakland (and its schools, departments, and programs) and the faculty member granted such leave. A leave with pay may be granted if there is reasonable expectation that it might result in:

- (a) the scholarly enrichment and increased professional competence of the faculty member
- (b) his increased value to Oakland
- (c) the enhancement of Oakland's reputation in the academic community.

Two types of leave with pay shall be available:

- (a) sabbatical leaves
- (b) research leaves.

These leaves may not be used for work toward an advanced degree.

35. LEAVES WITH PAY: FINANCIAL CONDITIONS.

- (a) If a faculty member on a full-year leave at half pay or on a half-year leave at half pay elects to contribute five percent of his full base annual salary to TIAA-CREF, Oakland will contribute ten percent of the faculty member's full base annual salary. If he elects to contribute five percent of his half pay Oakland will contribute to TIAA-CREF ten

percent of his half pay.

- (b) Oakland will sustain all other contributions to fringe benefits provided in Paragraphs 21 through 30 during the leave period regardless of duration or rate of pay.
- (c) A recipient of a leave with pay is permitted to receive money from non-Oakland sources - - such as fellowships, government grants, honoraria - - for approved study or research without prejudice to his receipt of income from this institution, provided that the total remuneration from all sources does not exceed his annual base pay at Oakland. The leave with pay may not be used to accept paid employment during the period of leave.
- (d) A faculty member on paid leave shall be automatically entitled to any general compensation increase and any increase in the benefit program which shall be granted the faculty as a whole.

36. LEAVES WITH PAY. DEPARTMENTAL STAFF ADJUSTMENTS.

The absence of a colleague from a department or program normally entails disruption of the teaching or research pattern. This will be taken into account by Oakland when consideration is given to an application for leave with pay.

- (a) If a leave with pay is granted for a full year, academic or fiscal, at half pay or for a half year at half pay, the department may be authorized to appoint a replacement, provided approval is given by Oakland. A decision to deny a particular request for replacement of a faculty member on leave shall not be subject to the grievance procedure established hereunder.
- (b) If leave with pay is granted for a half year at full pay, the department will make internal adjustments without replacement.

37. LEAVES WITH PAY: SABBATICAL LEAVE. Sabbatical leave must be strictly professional, but may cover a wide range of activities, including but not limited to pure research, the study of teaching methods, and the study of cognate disciplines.

38. SABBATICAL LEAVE: TYPES OF SABBATICAL LEAVE AVAILABLE. Three types of sabbatical leave shall be made available:

- (a) a half-year sabbatical leave at half pay for the period of the leave, after three years of service (i.e., resulting in 75% of annual salary for the year)
- (b) a half-year sabbatical leave at full pay after six years of service

- (c) a full-year sabbatical leave at half pay after six years of service.

39. SABBATICAL LEAVE: ELIGIBILITY and DEFINITION OF SERVICE.

- (a) Service shall be interpreted to include those activities of interest to and supported by Oakland regardless of the sources of financial support.
- (b) Years of service shall be computed from the initial date of full-time appointment or from the termination date of the previous sabbatical leave. All leaves of absence shall be excluded in determining years of service.
- (c) A recipient of a sabbatical leave is obligated to return to Oakland for the year following his leave.

40. SABBATICAL LEAVE: CRITERIA. Oakland (and its schools, departments, and programs) shall make every effort to accommodate a qualified faculty member's justified application for a sabbatical leave. However, sabbatical leaves are not granted automatically. Consideration of an application will take into account the congruence of the applicant's leave proposal with the overall objectives of Oakland's Leave With Pay policy as stated in Paragraph 34.

- (a) The leave proposal will be judged in the first instance by the chairman of the applicant's department (who may be advised by a departmental committee charged with this responsibility) and/or by the dean of the appropriate school or college (who may be advised by a faculty committee charged with this responsibility).
- (b) No sabbatical leave will be granted for purposes of teaching at another institution, unless such teaching is an integral part of a research project; nor will a leave be granted for travel for purely personal reasons.
- (c) Judgments involving scholarly criteria shall not be grievable.

41. SABBATICAL LEAVE: PROCEDURES FOR APPLICATION AND REPORT.

- (a) Application for sabbatical leave is initiated by an eligible faculty member at the department level. A complete and precise written statement of the purpose of the leave and the nature of the professional activity proposed must be filed with the chairman and/or dean simultaneously.

- (b) Application must be filed with the department chairman and/or dean nine months before the commencement of the proposed leave, or within 30 days after signing of this agreement, whichever last.
- (c) The chairman will forward his recommendation to the appropriate dean by the end of the semester in which the application is submitted.
- (d) If approved by the dean, the application will be recommended to the Provost and President for action by the Board of Trustees.
- (e) The applicant shall receive written notification of Board action before the end of the semester after that in which the application is filed.
- (f) If an application is rejected, the faculty member shall receive, either from his chairman or his dean (whichever is appropriate), notification in writing of the reasons for rejection.
- (g) At the completion of the Sabbatical leave, the faculty member will submit a report summarizing his activities during the time of the leave to his department chairman, his dean, and the Provost, by the end of

the first semester after return from  
leave.

42. RESEARCH LEAVES. There shall be available a limited number of research leaves. They will be of two types: a full year or a half year, both with full pay. Application for a research leave may be made at any time in a faculty member's service, <sup>Struck 73-74 agreement</sup> (but preference will be given to those with six or more years at Oakland.) Such leaves will be administered by the University Research Committee, which will establish a system of applications, the refereeing of proposals, and the monitoring of leave activity. Such leaves are intended to support the accomplishment of specific scholarly or scientific projects, and they should be granted on the basis of judgment by qualified scholars in the discipline of the applicant as to the value of the proposal and the likelihood of its completion. Oakland's decision to deny a particular request for research leave shall not be subject to the grievance procedure established hereunder.

43. ABSENCE FOR ILLNESS OR INJURY. Faculty members who are unable to work because of illness or injury shall promptly notify Oakland of their absence. Oakland shall continue to provide benefits provided under this Agreement to any faculty member unable to work due to illness or injury for a period not to exceed six months, provided that

if said faculty member is receiving disability insurance or Workmen's Compensation benefits during any such period of absence, Oakland shall pay the difference between any such benefits and his regular compensation.

44. It is understood between the parties that the custom of collegiality (the practice of a colleague teaching in the place of an absent faculty member) shall continue under this agreement, but the operation of said custom shall not affect the right of any faculty member to benefits under Paragraph 43.

#### ARTICLE X

#### UNPAID LEAVE

45. LEAVE OF ABSENCE. Leave of absence shall be granted to any faculty member upon recommendation of his department chairman and upon approval by Oakland. The faculty member shall receive no compensation from Oakland during the period of his leave.

46. LEAVE OF ABSENCE: PERIOD. Leaves of absence may be granted for either (a) a twelve month period commencing on August 15th of the year in which it was requested or (b) commencing with either the fall or winter semester (depending on the faculty member's request) of the year for



which it was requested. A faculty member electing leave under Paragraph 46 (b) shall receive one-half the yearly compensation provided under Appendix B, subparagraphs (a) through (g).

Where exceptional circumstances require, a faculty member may request, through appropriate channels, special unpaid leave for a period longer than twelve months or shorter than a semester. Oakland shall notify the Association of approval of all unpaid leaves of absence.

47. LEAVE OF ABSENCE: SUCCESSION. A faculty member's continuous leave of absence shall not exceed twelve months except as provided for in Paragraph 46. A faculty member must return to the paid employ of Oakland for a period of one academic year following the twelfth month of his leave of absence before he may be granted any further leave, unless special circumstances warrant as in Paragraph 46. Exceptions to this provision shall be made only with the concurrence of the department chairman and the appropriate administrative officers involved.

48. LEAVE OF ABSENCE: APPLICATION. The faculty member wishing a leave of absence shall submit a written request to his department chairman or appropriate administrative officer at least six months before the beginning of such leave. If approved, the request shall be forwarded through the appropriate channels for action. If his leave

is granted for a twelve month period, his department may, upon approval of Oakland, replace him with a temporary faculty member of equivalent rank and salary. If the request for leave is rejected, Oakland will notify the faculty member in writing of the reasons for rejection and send a copy of such statement to the Association.

49. LEAVE OF ABSENCE: CONTRIBUTIONS BY OAKLAND.

During any leave of absence, Oakland's contributions to a faculty member's retirement program or other benefit programs are suspended, but the faculty member may continue his contributions voluntarily if he so desires.

50. LEAVE OF ABSENCE: REAPPOINTMENTS. In the event of any leave of absence for a period in excess of six months, the period of time on leave may or may not be considered for reappointment or promotion action.

51. LEAVE OF ABSENCE: REQUEST FOR EXTENSION. All requests for extension of any leave of absence must be made in writing to the faculty member's department chairman and the appropriate dean no later than six months prior to the end of his leave.

52. LEAVE OF ABSENCE: MATERNITY LEAVE. Upon request, pregnant faculty members shall be granted maternity leave, without pay, for the semester beginning during or after the third month of their pregnancy and for the semester beginning

within three months after delivery. If the attending physician rules that additional leave is necessary, an additional leave shall be granted.

53. LEAVE OF ABSENCE: FAILURE TO RETURN. All faculty members who take any leave described in Article X shall continue to be deemed employees of Oakland, and shall be entitled to return to their previous employment upon expiration of their leave. If a faculty member fails to return to paid employment with Oakland for the regular semester immediately following the expiration of his leave of absence, he shall be deemed to have voluntarily resigned his position, except a faculty member who is absent due to illness or injury.

#### ARTICLE XI

54. WORK OR BUSINESS INTERRUPTION. During the period of this Agreement, the Association will not cause or permit its members, nor will it encourage, cause, or sanction other members of the bargaining unit, to take part in any strike, work stoppage, work interruption, or other activity which would violate Act 336 of Public Acts of 1947 as amended. Oakland will not engage in any lockout during the period of this Agreement.

ARTICLE XII

55. GRIEVANCE PROCEDURE.

SCOPE. Except as otherwise specifically provided for herein, any grievance the Association or any faculty member may have in relation to his employment at Oakland arising from a problem, or from an application or interpretation of this Agreement, will be adjusted as stated in this Article XII. Any individual faculty member, at any time, may present grievances to Oakland and have the grievances adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given opportunity to be present at such adjustment.

56. CONSTRUCTION. Nothing in this Article XII will prevent informal adjustment of any grievance; and the parties intend that, so far as reasonably possible, every grievance will be resolved between the faculty member and the dean or director or other agent of Oakland immediately involved. It is the intention of the parties that steps 1, 2, and 3 of the grievance procedure be pursued to completion before any application for arbitration is made under Paragraph 62. No faculty member or group of faculty members will have the right to initiate an arbitration proceeding; only the Association or Oakland may initiate an arbitration proceeding. In computing any time limit specified under

this procedure, Saturdays, Sundays and holidays will be excluded.

57. PROCEDURE AND TIME LIMITS:

INITIATION. Either a faculty member, a group of faculty members, or the Association may initiate a grievance by serving a written notice of it on Oakland's designated representative within twenty days after discovery by the grievant of the facts upon which it is based. In all cases the initiation of a grievance must be within six months after the occurrence of the facts upon which it is based. Such notice will concisely state the facts upon which the grievance is based and specify the relief and remedy sought. If no notice is served in that time, the grievance will be barred.

58. PROCEDURE AND TIME LIMITS:

STEP ONE. After a proper and timely notice is filed by the Association, a faculty member, or a group of faculty members, Oakland's designated representative will discuss the grievance with the faculty member, group of faculty members and/or the appropriate representative of the Association. This discussion, unless extended by written agreement for a specified period, will be completed within seven days after required initiation notice is filed. If the grievance is adjusted to the satisfaction of both parties, it will be reduced to writing and signed by the

parties. Oakland will give a copy of any such adjustment to the Association, the adjustment will be final and binding upon all parties, and the grievance will be barred, except as the adjustment may otherwise provide.

59. PROCEDURE AND TIME LIMITS:

STEP TWO: UNIVERSITY APPEALS COMMITTEE. If the grievance is not adjusted in the time specified in Step One, either the Association or Oakland may request that the grievance be referred to a University Appeals Committee. The University Appeals Committee shall be made up of six persons, three of whom will be selected by the Association and three of whom will be selected by Oakland. The committee shall attempt to adjust the grievance and shall complete its work within ten days of the date said committee is convened. If an adjustment is reached, it shall be reduced to writing and signed by both parties. The adjustment will be final and binding upon all parties and the grievance will be barred, except as the adjustment may otherwise provide. Copies of the adjustment shall be sent to Oakland and the Association. The University Appeals Committee shall be convened within seven days of Step One's completion or the grievance will be barred.

60. PROCEDURE AND TIME LIMITS:

STEP TWO: UNIVERSITY APPEALS COMMITTEE; CONDUCT OF HEARINGS. The University Appeals Committee shall have the

right to hold hearings on any grievance presented to it.  
At said hearings, each party shall have the following  
rights:

- (a) To be represented by counsel of his  
choice
- (b) To call and examine witnesses
- (c) To introduce exhibits
- (d) To cross-examine opposing witnesses  
on any matter relevant to the issues,  
even though that matter was not  
covered in the direct examination
- (e) To rebut the evidence.

A member of the committee shall be elected chairman by the committee. The hearing shall not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objections in civil actions, shall be admissible. All votes shall be taken by secret ballot.

61. PROCEDURE AND TIME LIMITS:

STEP THREE. If the grievance is not adjusted in the time specified in Step Two, a representative of the group of faculty members or the faculty member himself and/or the President of the Association will discuss the

problem with the President of Oakland or his designated representative. This discussion, unless extended by written agreement for a specified period, will be completed within fourteen days after step two's completion. If the grievance is adjusted at this step the adjustment will be reduced to writing and signed by the parties. Oakland will give a copy to the Association. The adjustment will be final and binding upon all the parties and the grievance will be barred, except as the adjustment may otherwise provide.

62. PROCEDURE AND TIME LIMITS:

ARBITRATION. If the grievance is not adjusted in the time specified in step three, either the Association or Oakland may ask the American Arbitration Association to arbitrate it under its then current voluntary labor arbitration rules and by Paragraphs 63 and 64. If there is any conflict between said rules and Paragraphs 63 and 64, said paragraphs of this Agreement shall prevail. Any such request will be written, with simultaneous written notice to the other party, and if it is not so filed and noticed within thirty days after completion of step three, the grievance will be barred.

63. PROCEDURE AND TIME LIMITS:

ARBITRATION: ARBITRATOR'S DECISION AND COMPENSATION. The arbitrator will render his decision in writing



within thirty days (or such additional time as the parties may by writing agree) after any grievance has been submitted to him, and his decision, when so rendered as required by law, will be final and binding on the parties, and may be enforced in any court of competent jurisdiction. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

64. PROCEDURE AND TIME LIMITS:

ARBITRATION: LIMITATION OF ARBITRATOR'S AUTHORITY. The arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement, (b) interpret any policy, practice, or rule which does not relate to wages, hours or conditions of employment, (c) formulate or add any new policy or rule, and (d) substitute his judgment for academic judgment in the establishment of the classification or change in classification of any faculty member.

65. PROCEDURES AND TIME LIMITS:

EXTENSION OF TIME LIMITS. The time limits in this Article XII may be extended by written mutual consent of the parties concerned.

ARTICLE XIII

66. UNIVERSITY MANAGEMENT. Oakland has the legal responsibility and, subject to the terms of this Agreement, the right to manage its operations, including but not limited to the right to (a) hire, assign, promote, demote, schedule, discipline, and discharge faculty members; (b) determine and schedule the academic year; (c) locate or relocate its physical facilities and equipment; (d) control all of its property.

ARTICLE XIV

67. GUARANTEE OF RIGHTS. Oakland and the Association agree that there shall be no discrimination against any faculty member or against any applicant for employment by reason of age, race, creed, color, sex, religion, or national origin.

ARTICLE XV

68. PAST PRACTICES:

EDUCATIONAL POLICY. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges and responsibilities are described under the appropriate constitutions of the various parts of the University. Changes or modifications in University, school or college procedures which affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures prescribed in the University, school or college constitutions, as approved by Oakland.

69. FACULTY AND OFFICE OF CHAIRMAN. The following existing rights, privileges, and responsibilities not specifically delineated by this Agreement, or by University, school, or college constitutions, or by Oakland's present operating documents, shall not be abrogated or changed by either party without mutual consent:

- (a) The rights, privileges, and responsibilities associated with the office of department

chairman in the internal organization and governance of academic departments and in representing the interests of the department in relations with school, college, and University.

- (b) The rights, privileges, and responsibilities of individual faculty members in the conduct of their teaching and research.

In the event of conflict between such established rights, privileges, and responsibilities and the provisions of this Agreement, the terms of this Agreement shall be controlling.

70. APPOINTMENT, REAPPOINTMENT AND TENURE. All procedures pertaining to the appointment, reappointment and tenure of faculty members which have been established by continued practice, or which are as described by the Policy Handbook for Faculty, the constitutions of the several colleges and schools, and/or present policies of Oakland, shall remain in force until changed through regularly established procedures. These practices and procedures themselves, and the substantive decisions which follow from them, shall not be subject to the grievance procedure hereunder nor be subject to further bargaining between the parties for the period of the Agreement. However, issues of fact regarding whether or not the

regularly established procedures were followed will be subject to the grievance procedure hereunder.

71. PROCEDURAL MATTERS. Existing procedures, policies, and practices of the faculty members and Oakland as outlined by the constitutions of the University and its several schools and colleges and as established by Oakland, shall be continued. Such procedures, policies, and practices shall be subject to modification according to the constitutions of the University and its several schools and colleges and as accepted by Oakland.

#### ARTICLE XVI

72. APPOINTMENT DATES. All regular full-time faculty appointments, reappointments and promotions will take effect on August 15.

#### ARTICLE XVII

73. MISCELLANEOUS PROVISIONS:

MEETINGS. The parties will confer at such reasonable times as either party may request to consider

problems concerning this Agreement or other matters of mutual concern.

74. INTEREST SUCCESSION. This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors and assigns.

75. AGREEMENT CONSTRUCTION. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

76. SEPARABILITY. If any decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decision, but otherwise this Agreement will not be affected.

77. FACULTY CONDITIONS

(a) KEYS. Upon written request, Oakland will provide each full-time faculty member with a key to the building in which his office is housed. Said key must be returned upon termination of employment with Oakland.

(b) FACULTY OFFICE. Oakland will provide each full-time faculty member with a

suitably equipped office.

(c) FACULTY ASSIGNMENT OF ASSISTANTS:

Following assignment by Oakland undergraduate or graduate assistants may be assigned to faculty members by their departments for the purpose of assisting such faculty members in carrying out their professional responsibilities as related to their job assignments.

(d) FACULTY PARKING. Oakland will provide adequate parking space for faculty members. Reasonable fees will be assessed for such parking privileges.

78. AVAILABILITY OF FACULTY BENEFIT INFORMATION.

Oakland shall make available written descriptions of faculty member's benefit programs, including such benefits as Sick Pay Exclusion and Workman's Compensation.

79. PHYSICAL EXAMINATION REIMBURSEMENT. Oakland shall pay the full cost or \$20, whichever is less, for the pre-employment physical examination required of potential faculty members.

80. This Agreement shall supercede any rules, regulations, or practice of Oakland which shall be contrary or inconsistent with its terms. It shall likewise supercede

any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual faculty contracts shall be made expressly subject to the terms of this Agreement.

#### ARTICLE XVIII

81. MINIMUM TERMS. This Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Oakland will not employ a faculty member on terms less favorable to him than those stated herein. In the event Oakland wishes to employ or continue employment of a faculty member on terms more favorable than those specified herein, it may do so in the following manner:

- (a) In the case of a faculty member already employed by Oakland, increases in compensation or other benefits, which exceed the terms of this Agreement, shall be given only with the prior agreement of the Association.
- (b) In the case of a prospective faculty member, Oakland may offer employment on terms and conditions of compensation



or other benefits which exceed those provided by this Agreement as long as the Association is notified of the terms and conditions of such employment.

#### ARTICLE XIX

82. AMENDMENT. In reaching this Agreement, Oakland and the Association have considered all matters lawfully subject to collective bargaining.

This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to agree to any proposed amendment or supplement.

#### ARTICLE XX

83. EXCHANGE OF INFORMATION. Oakland shall make available to the Association, within a reasonable time

after receiving a request, all information which is reasonably required or legally necessary for the negotiation and implementation of a collective bargaining agreement. Nothing in this paragraph shall be construed to require Oakland to compile information and statistics in the form requested if such data is not already compiled in the form requested.

#### ARTICLE XXI

84. EFFECTIVE DATE AND DURATION. This Agreement will be effective from 12:01 A.M. (prevailing Rochester time) \_\_\_\_\_, 1971, to 12:01 A.M. (prevailing Rochester time) June 30, 1972, unless there shall be written agreement to extend it.

#### ARTICLE XXII

##### APPENDICES

85. All appendices designated hereinafter as Appendices A, B, C, D, E, F, G, and H, shall be deemed a part of this Agreement and shall be fully enforceable under the enforcement procedures hereof.

86. The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and in the same effect as if physically subscribed hereon.

87. The parties hereto, each by its duly authorized officials and representatives hereby accept this Agreement and each and all terms and conditions thereof.

OAKLAND UNIVERSITY CHAPTER  
AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

BOARD OF TRUSTEES OF  
OAKLAND UNIVERSITY

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## APPENDIX A

### STATEMENT ON PROCEDURAL STANDARDS

#### IN FACULTY DISMISSAL PROCEEDINGS

The following Statement on Procedural Standards in Faculty Dismissal Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the "academic due process" that should be observed in dismissal proceedings. The exact procedural standards here set forth, however, "are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide. . . ."

#### Introductory Comments

Any approach toward settling the difficulties which have beset dismissal proceedings on many American campuses must look beyond procedure into setting and cause. A dismissal proceeding is a symptom of failure; no amount of use of removal process will help strengthen higher education as much as will the cultivation of conditions in which dismissals rarely if ever need occur.

Just as the board of control or other governing body is the legal and fiscal corporation of the college, the faculty are the academic

entity. Historically, the academic corporation is the older. Faculties were formed in the Middle Ages, with managerial affairs either self-arranged or handled in course by the parent church. Modern college faculties, on the other hand, are part of a complex and extensive structure requiring legal incorporation, with stewards and managers specifically appointed to discharge certain functions.

Nonetheless, the faculty of a modern college constitute an entity as real as that of the faculties of medieval times, in terms of collective purpose and function. A necessary pre-condition of a strong faculty is that it have first-hand concern with its own membership. This is properly reflected both in appointments to and in separations from the faculty body.

A well-organized institution will reflect sympathetic understanding by trustees and teachers alike of their respective and complementary roles. These should be spelled out carefully in writing and made available to all. Trustees and faculty should understand and agree on their several functions in determining who shall join and who shall remain on the faculty. One of the prime duties of the administrator is to help preserve understanding of those functions. It seems clear on the American college scene that a close positive relationship exists between the excellence of colleges, the strength of their faculties, and the extent of faculty responsibility in determining faculty membership. Such a condition is in no wise inconsistent with full faculty awareness of institutional factors with which governing boards must be primarily concerned.

In the effective college, a dismissal proceeding involving a

faculty member on tenure, or one occurring during the term of an appointment, will be a rare exception, caused by individual human weakness and not by an unhealthy setting. When it does come, however, the college should be prepared for it, so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague.

One persistent source of difficulty is the definition of adequate cause for the dismissal of a faculty member. Despite the 1940 Statement of Principles on Academic Freedom and Tenure and subsequent attempts to build upon it, considerable ambiguity and misunderstanding persist throughout higher education, especially in the respective conceptions of governing boards, administrative officers, and faculties concerning this matter. The present statement assumes that individual institutions will have formulated their own definitions of adequate cause for dismissal, bearing in mind the 1940 Statement and standards which have developed in the experience of academic institutions.

This statement deals with procedural standards. Those recommended are not intended to establish a norm in the same manner at the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide to be used according to the nature and traditions of particular institutions in giving effect to both faculty tenure rights and the obligations of faculty members in the academic community.

## Procedural Recommendations

### 1. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reason arises to question the fitness of a college or university faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers should ordinarily discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, a standing or ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations should informally inquire into the situation, to effect an adjustment if possible and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the president of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the president and the faculty committee; if there is disagreement, the president or his representative should formulate the statement.

### 2. Commencement of Formal Proceedings

The formal proceedings should be commenced by a communication addressed to the faculty member by the president of the institution,

informing the faculty member of the statement formulated, and informing him that, if he so requests, a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time should be allowed the faculty member to prepare his defense. The faculty member should be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him. The faculty member should state in reply whether he wishes a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the statements in the president's letter.

### 3. Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay.

### 4. Hearing Committee

The committee of faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the president's letter to the faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chairman.



## 5. Committee Proceeding

The committee should proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether he should be removed; otherwise the hearing should go forward. The committee, in consultation with the president and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the president's letter to the faculty member should be received.

The president should have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the committee should determine the order of proof, should normally conduct the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the president. The faculty member should have the additional procedural rights set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, and should have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his counsel and the representative designated by the president should have the right, within reasonable limits, to question all wit-

nesses who testify orally. The faculty member should have the opportunity to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the hearing committee to withhold this right or where the witness cannot appear, the identity of the witness, as well as his statements, should nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

#### 6. Consideration by Hearing Committee

The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the faculty member or his counsel and the representative designated by the president to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The president and the faculty member should be notified of the decision in writing and should be given a copy of the record of the hearing. Any release to the public should be made through the president's office.

## 7. Consideration by Governing Body

The president should transmit to the governing body the full report of the hearing committee, stating its action. On the assumption that the governing board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the governing body chooses to review the case, its review should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee should either be sustained or the proceeding be returned to the committee with objections specified. In such a case the committee should reconsider, taking account of the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration should the governing body make a final decision overruling the committee.

## 8. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

APPENDIX B

(a) Base Compensation - For the purposes of this Agreement, the term "base compensation" for full-time faculty members other than assistant instructors shall mean a faculty member's regular annual salary multiplied by an adjustment factor of 1.0419. Excepting assistant instructors, each full-time faculty member's regular annual salary shall be the product of the university salary minimum for his level multiplied by his assigned department-school factor, multiplied by his merit factor, except as provided in subparagraph (f) of this Appendix B. Such compensation shall be paid monthly in an amount equal to one-twelfth (1/12) of base compensation.

(b) University Salary Minima - The university salary minimum for each level shall be as follows:

<u>RANK</u>	<u>LEVEL</u>	<u>MINIMUM</u>
Instructor	1	\$ 8,876
	2	8,995
	3	9,115
	4	9,235
Assistant Professor	1	10,157
	2	10,364
	3	10,573
	4	10,786
	5	11,002
	6	11,222

Associate Professor	1	12,290
	2	12,462
	3	12,633
	4	12,802
	5	12,972
	6	13,140
	7	13,305
	8	13,470
Professor	1	15,112
	2	15,323
	3	15,533
	4	15,743
	5	15,951
	6	16,156
	7	16,361
	8	16,563
	9	16,762
	10	16,959
	11	17,152

(c) Full-time faculty with the rank of special instructor or lecturer shall be assigned an equivalency rank and level by Oakland, after consultation with the appropriate department or school. This equivalency rank and level may fall within any of the ranks and levels of subparagraph (b).

(d) Oakland has designated the following department-school factors; *which designation shall not be grievable.*

<u>UNIT</u>	<u>FACTOR</u>
College of Arts and Sciences	
Art	1.006
Music	1.011
Philosophy	1.011
English	1.011
Linguistics	1.011
History	1.037
Political Science	1.051
Modern Languages & Literatures	1.000
Psychology	1.080

Sociology/Anthropology	1.140
Biological Sciences	1.061
Chemistry	1.037
Mathematics	1.111
Physics	1.075
Speech	1.000
Classics	1.011
School of Economics and Management	1.180
School of Education	
Department I	1.170
Department II	1.160
Department III	1.045
School of Engineering	1.113
School of Performing Arts	1.020
Library	1.000

Each faculty member shall have applied in computing his compensation the department-school factor of the department or school in which he holds his appointment.

- (e) Merit Factors: Each department or school shall assign, through its own procedures, a merit factor to each full-time faculty member (including the department chairman) in the department or school. The possible merit factors are 1.000, to the maximum merit factor for the rank and level, inclusive, in steps of .002 (i.e. permissible values are 1.000, 1.002, 1.004, 1.006, up to the maximum). The merit factor for a faculty member at a particular rank and level may not exceed the maximum merit factor specified in Table I.

The total of the merit factors in a department or school must equal the total of the mid-range merit factors for the rank and level of the faculty in the department or school. The mid-range values are given in Table I. For the purpose of the calculations of this paragraph, only full-time continuing faculty are to be included.

Each individual merit factor shall be subject to the approval of the appropriate dean. Disapproval of any merit factor shall operate to permit the recalculation of all merit factors by the department. The merit factor assigned to a faculty member is not grievable.

- (f) Any faculty member receiving the maximum merit factor available to him shall receive base compensation equal to his 1970-1971 salary multiplied by 1.037 times 1.0419 if the dollar amount yielded by said computation is greater than that yielded by the computation provided for in subparagraph (a) of this Appendix B.
- (g) The base compensation derived by any calculations prescribed by this Appendix B shall be in each case rounded off to the next higher sum ending in either \$00.00 or \$50.00.

- (h) In addition to the compensation paid under subparagraph (a) through (g) of this Appendix B, Oakland will pay department chairmen, directors of area studies, inner college chairmen, and the exploratory program coordinator or any faculty member so acting, the sum of \$1200.00, provided that if any faculty member qualifying for such compensation does not perform the duties spring term, he shall receive \$900.00. If such duties are performed spring term by another member of the bargaining unit, such other member shall receive \$300.00. If the duties are divided between faculty members during fall and winter semesters, compensation for such duties shall be divided pro rata.
- (i) Any faculty member teaching in the spring or summer terms shall receive a sum equal to eighteen percent (18%) per term of the base compensation provided in subparagraphs (a) through (g) of this Appendix B multiplied by the number of courses taught in said terms. Whenever possible courses in the spring and summer terms will be taught by regular faculty members.
- (j) Any member of the bargaining unit excluded from the calculations in subparagraph (a) shall receive each month, beginning November 15, 1971, as base compensation an amount equal to one-twelfth of 1.07 times their corresponding 1970-1971 salary.



TABLE I

<u>RANK</u>	<u>LEVEL</u>	<u>MERIT FACTORS</u>	
		<u>MID-RANGE</u>	<u>MAXIMUM</u>
Instructor	1	1.030	1.062
	2	1.042	1.084
	3	1.052	1.106
	4	1.064	1.128
Assistant Professor	1	1.030	1.062
	2	1.042	1.084
	3	1.052	1.106
	4	1.064	1.128
	5	1.076	1.150
	6	1.086	1.174
Associate Professor	1	1.036	1.072
	2	1.052	1.106
	3	1.070	1.140
	4	1.086	1.174
	5	1.104	1.210
	6	1.124	1.248
	7	1.142	1.286
	8	1.162	1.326
Professor	1	1.036	1.072
	2	1.052	1.106
	3	1.070	1.140
	4	1.086	1.174
	5	1.104	1.210
	6	1.124	1.248
	7	1.142	1.286
	8	1.162	1.326
	9	1.184	1.366
	10	1.204	1.410
	11	1.226	1.454

APPENDIX C

LETTER OF AGREEMENT I

This letter supplements the collective bargaining agreement entered into between Oakland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

Oakland University agrees to provide teaching supplies, support services, labor and equipment at adequate levels not less than that provided in the 1970-1971 academic year.

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPENDIX D

LETTER OF AGREEMENT 2

This letter supplements the collective bargaining agreement entered into between Oakland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

Oakland agrees that it will provide funds for research by members of the bargaining unit totaling \$22,500 during the 1971-1972 academic year. These funds do not include and are over and above any funds allocated to any research leaves, or to the Institute of Biological Sciences, or funds allocated for <sup>internal</sup> computer use.

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPENDIX E

LETTER OF AGREEMENT 3

This letter supplements the collective bargaining agreement entered into between Oakland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

The parties agree that the academic calendar appended below will be followed during the 1971-1972 academic year.

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

UNIVERSITY CALENDAR  
1971 - 1972

Fall Semester, 1971

September 21	Tuesday	Advising
September 22	Wednesday	Classes begin
November 25-28	Thursday - Sunday	Thanksgiving recess
December 18 - January 2	Saturday - Sunday	Christmas recess

January 3	Monday	Classes resume
January 7	Friday	Classes end
January 8, 10, 11, 12, 13	Saturday, Monday - Thursday	Final examinations

Winter Semester, 1972

January 18	Tuesday	Classes begin
March 2 - 5	Thursday - Sunday	Winter recess
March 6	Monday	Classes resume
April 26	Wednesday	Classes end
April 27, 28, 29, May 1, 2	Thursday - Saturday, Monday, Tuesday	Final examinations

Spring Session, 1972

May 3	Wednesday	Registration
May 4	Thursday	Classes begin
May 29	Monday	Holiday
June 3	Saturday	Commencement
June 21	Wednesday	Classes end
June 22, 23	Thursday, Friday	Final examinations

Summer Session, 1972

June 26	Monday	Registration
June 27	Tuesday	Classes begin
July 4	Tuesday	Holiday
August 11	Friday	Classes end
August 14, 15	Monday, Tuesday	Final examinations

APPENDIX F

LETTER OF AGREEMENT 4

This letter supplements the collective bargaining agreement entered into between Okaland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

The parties mutually agree that the salary structure established for said contract in no way implies any subsequent longevity increase, merit increase, or any other automatic increase in compensation for members of the bargaining unit after the termination of that agreement on June 30, 1972. These subjects are expressly left open for subsequent negotiation. Compensation levels determined by said schedules shall be paid to and remain in effect for faculty members during the duration of this agreement.

Nothing in this Agreement shall be construed to mean that full payment for all services rendered during the 1971-1972 academic year will have been received by all faculty members by June 30, 1972. The parties agree that faculty members are paid monthly on the basis of the duration of their appointments.

Oakland shall not be obligated by this Agreement to apply any adjustment factor to the regular annual salaries established by Appendix B (a) of this Agreement in paying regular annual salaries to any faculty members during that portion of their appointments which extends beyond the duration of this Agreement.

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

BY: \_\_\_\_\_

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

*Pettingill*  
*Series*

APPENDIX H

LETTER OF AGREEMENT 6

This letter supplements the collective bargaining Agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

The parties mutually agree that the professional librarians included in the bargaining unit will continue to work on a twelve-month schedule and be entitled to one month of vacation during each twelve-month period. The parties further agree that the scheduling of work and vacation periods will continue under established procedures.

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPENDIX G

LETTER OF AGREEMENT 5

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on \_\_\_\_\_, 1971.

Oakland agrees that it will maintain its student-faculty ratio at the level established for the University by the Bureau of the Budget for the State of Michigan and adjusted by the legislative appropriation made for Oakland University by the legislature, for the appropriate fiscal year.

Oakland further agrees that the projections for meeting this ratio will be reviewed during the fall semester, and any adjustments in full-time equivalent faculty positions necessary to achieve that ratio for the fiscal year will be made.

The parties mutually agree that the student-faculty ratio for the 1971-1972 fiscal year has been established at 21.4 full-year equated students for each full-time equivalent faculty position. For the purposes of this letter, the terms "full-year equated student" and "full-time equivalent faculty position" will be used as defined by the usage of the Bureau of the Budget.



Letter of Agreement 5

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

OAKLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_