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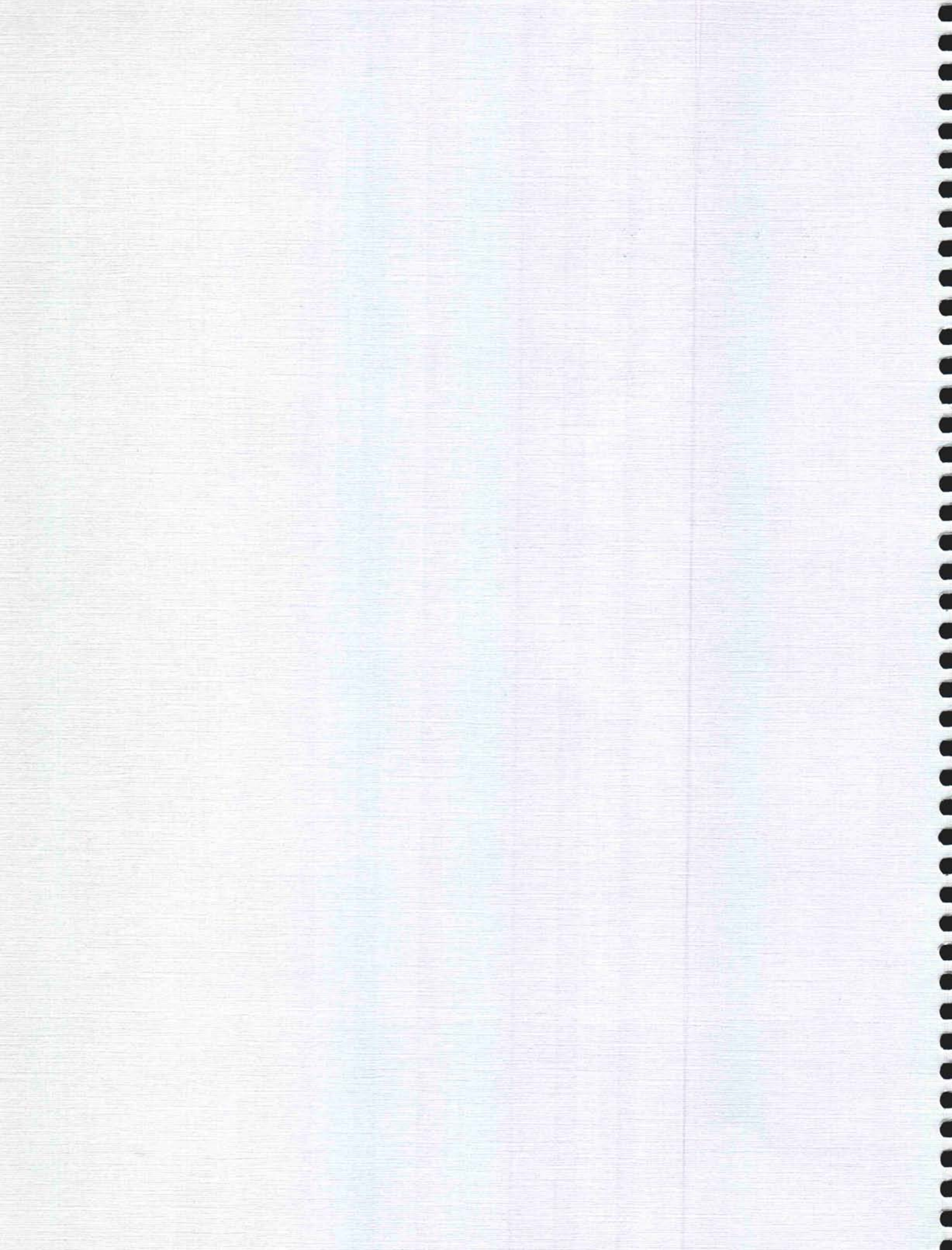


OAKLAND
COMMUNITY
COLLEGE

FACULTY
MASTER
AGREEMENT

September 1, 1996 to
August 31, 1999

Oakland Community College





MASTER AGREEMENT

Oakland Community College, hereinafter referred to as the "College," and the Oakland Community College Faculty Association, hereinafter referred to as "OCCFA," on this 16th day of September, 1996, enter into the following Agreement:



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ARTICLE I -- RECOGNITION

1.1 RECOGNITION OF OCCFA

The College recognizes the Oakland Community College Faculty Association (OCCFA) as the exclusive representative to the extent required by Act 379 of the Michigan Public Act of 1965 for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the term of this Agreement.

1.2 DEFINITION OF FULL-TIME FACULTY

The term full-time faculty shall include all persons who are employed on a ten (10) or eight (8) month teaching contract and who are employed to teach more than eight (8) credit hours during any full session.

1.3 EXTENSION OF DEFINITION OF FULL-TIME FACULTY TO COUNSELORS, LIBRARIANS, AND IIC FACULTY

The term full-time faculty shall include persons employed on a ten (10) month contract or more as Counselors, Librarians and IIC faculty who work more than fifteen (15) hours per week.

1.4 EMPLOYEES EXCLUDED FROM COVERAGE UNDER THE AGREEMENT

The following employees are excluded from this Agreement: officers of the College, other administrative and supervisory personnel, and anyone performing administrative or supervisory functions for the College.

Administrative and supervisory functions do not include coordinating activities (e.g., role of a Department Chair), but do include administrative, decision-making roles (including supervision of other college employees) and service on appeal boards, committees with administrative decision-making responsibilities, and administrative bargaining teams.

1.5 EQUAL OPPORTUNITY

Oakland Community College (OCC), pursuant to the requirements of Titles VI and VII of the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the American Disabilities Act of 1990, the Michigan Handicappers Civil Rights Act, the Age Discrimination Act of 1975, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Elliot-Larsen Civil Rights Act, and Executive Order 11246, does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex, age, height, weight, marital status or handicap, nor will sexual harassment be tolerated in its employment practices and/or educational programs or activities. OCCFA will support the College in enhancing the diversity of its workforce.

ARTICLE II -- CONDITIONS OF WORK

2.1 TEACHING FACULTY

For faculty members whose function is to instruct students, the following conditions shall prevail:

A. Class Assignments

All class schedules and faculty assignments, constructed and submitted by the department, shall be subject to the approval of the appropriate supervisor. The Administration cannot require a department to submit a schedule containing fewer instructional credit hours than the number in the corresponding session of the previous year. The appropriate supervisor may

disapprove the schedule containing a number of Instructional Credit Hours (ICHs) beyond this minimum only for the following reasons:

1. Relevant historical data;
2. Current enrollment trends;
3. Lack of demonstrated program needs;
4. Budget restrictions imposed by external agencies (e.g., state, federal) which make the offering of additional instructional credit hours financially impossible;
5. Facility limitations.

In the submitting and resubmitting of schedules, the departments are expected to meet the reasonable deadlines of which they have been properly notified. In addition to the above schedule, the Administration will make available, on a collegewide basis, a number of ICHs equal to the number of ICHs canceled in the corresponding session of the previous year. These additional ICHs will be assigned to the appropriate campus and department by the office of Information and Telecommunication Systems.

Tentative annual schedules shall be submitted by March 15 each year.

The department may submit changes to these tentative schedules after the official count date of the preceding session.

Qualified full-time teaching faculty shall have preference in the assignment of classes within their discipline. Other qualified full-time faculty shall have preference in the assignment of remaining classes.

During the Fall and Winter sessions, courses may be scheduled that meet for only the first seven and one-half (7-1/2) weeks or for only the second seven and one-half (7-1/2) weeks of the session; or courses may start at the beginning of the second seven and one-half (7-1/2) weeks and run for fifteen (15) weeks. However, if faculty members schedule a section that starts after the official count day as part of their regular load and the section is canceled, the faculty members do not have bumping rights. They shall either, (a) pay back overload paid in a prior semester, or (b) teach additional ICHs in the succeeding session in the same academic year to fulfill their regular load. If (a) or (b) is not accomplished, the faculty shall pay back the appropriate portion of base pay.

B. Evening Assignments

Where sufficient full-time faculty do not choose to work evening assignments (after 5:00 p.m.) the department shall assign such courses to department members on a semester rotation basis. Such evening assignments for full-time faculty shall not exceed one (1) section Fall and Winter, nor exceed two (2) evenings per week Spring or Summer, except when Section 2.10 or Section 21.9 is applied.

C. Hours on Campus

Scheduling of hours on campus, other than hours devoted to instruction, shall be the responsibility of the individual instructor, while taking into account the needs of the students, the department and the College. Office hours and scheduled class hours shall be posted and regularly maintained by each faculty member. Faculty members shall schedule their workload so as to be on campus for classes and/or office hours a minimum of three (3) days per week Fall and Winter semesters and two (2) days per week Spring and Summer sessions. Teaching

faculty shall schedule and maintain a minimum of one (1) hour per week on campus for student services for each three (3) credit hour section taught and proportionately for all other sections taught, both base load and overload.

D. Continuous Assignment Limitation

A faculty member's class assignments shall be scheduled within a continuous eight (8) hour period in any one day except as the faculty member and the department might otherwise agree and except when Section 2.10 or Section 21.9 is applied.

E. Maximum Teaching Loads

Students shall be assigned to courses by section. The maximum session student credit hours (SCHs) per faculty member shall be as in the table below.

<u>Course Group*</u>	<u>Session SCH Load Fall/Winter</u>	<u>Maximum Students Per Section</u>
Group A*	525/525	35
Group B*	375/375	25

However, the maximum number of students per section may be increased by two (2) during registration periods.

* See Appendix I -- Course Classification for Faculty Load.

Declaration of alternative base load as listed below must be made no later than March 15 of each contract year for the following academic year.

<u>Course Group*</u>	<u>Session SCH Load Fall/Winter/Spring</u>	<u>Maximum Students Per Section</u>
Group A*	420/420/210	35
Group B*	300/300/150	25

However, the maximum number of students per section may be increased by two (2) during registration periods.

*See Appendix I -- Course Classification for Faculty Load.

F. Developmental Classes

For the purpose of this section, developmental courses are ENG 050, ENG 052, ESL 151, ESL 152, ESL 251, ESL 252, IIC 057, MAT 104, and MAT 105. When these classes are taught as part of a collegewide or campus coordinated developmental education program, they shall have reduced enrollment, unless specifically declined by the instructor.

Any developmental section as identified above which by the end of the schedule adjustment period has an enrollment of at least twelve (12) students shall not be canceled without prior approval of the department offering that course. Sections will be limited to a maximum of twenty (20) students. These sections will be recognized as "Designated Full" for compensation purposes, but are not to be counted among sections identified as part of Article 2.1. Section Q.

Instructors who teach developmental courses are expected to participate in all collegewide or campus developmental education coordination to qualify for reduced enrollment by:

1. Keeping aware of current developmental methods and classroom systems/procedures;
2. Assisting in the evaluation of the effectiveness of the current program;
3. Assisting in the assessment of educational outcomes;
4. Providing information to interested persons and groups on the value of the program;
5. Making suggestions to improve the program;
6. Discussing student progress and recommending students for counseling follow-up as a result of their poor attendance or poor academic performance;
7. Assisting in the scheduling of developmental education sections.

Subject to the written approval of the Vice-Chancellor for Academic and Student Affairs, other course sections that are a part of the collegewide or campus developmental education program may be considered for addition to those classes listed in this section.

G. Experimental Teaching Load

Nothing herein shall prevent a faculty member from teaching an experimental class if such experiment, described in writing, is reviewed by the collegewide discipline, and approved by the campus department and the immediate supervisor. Such experiment requires approval by campus department and the immediate supervisor on a semester by semester basis. Upon approval, the description of the experiment shall be forwarded to OCCFA. If an experiment is to extend beyond one (1) year, the experiment must be approved by OCCFA.

H. Distance Learning

Distance learning refers to courses offered and taught for credit via electronic media, e.g., Internet websites. These courses will be considered experimental and are subject to the provisions in 2.1(G). If an experiment in distance learning is successful, and the sponsoring department decides to make this experimental course part of the regular course offerings, then the College discipline, campus administration and OCCFA must agree to this change. Such offerings are not intended to replace full time faculty members or to limit their access to overload teaching assignments.

I. Television Instruction

Television courses shall be approved by the collegewide Discipline Committee and the Administration. Upon approval, a copy of the television course description shall be forwarded to OCCFA.

Faculty members who agree to have their course(s) taped on College premises shall:

- 1) Be the instructor of record whenever the tape is used for off-campus instruction;
- 2) Be paid on an overload basis only;
- 3) Have the tape used for off-campus instruction only;
- 4) Use the tape for no more than two (2) overload credit sections in any given semester;
- 5) Be able to utilize the tape for off-campus instruction for a maximum period of two (2) years.

Exceptions to the above (1-5) are subject to mutual agreement by OCCFA and the Administration.

J. Conditions Governing Limitations of Loads

Adjustments of maximum load assignments downward shall be made for limitations that might occur in connection with facilities and equipment. In the event such adjustment becomes necessary, the department and the appropriate supervisor shall make the necessary change. A lower adjusted maximum of students may be established by the appropriate supervisor for a section which is necessary for programs or degrees or is offered only once per year at the College.

K. Cancellation of Sections and Official Count

A section that is scheduled shall not be canceled before instruction begins per Appendix D without agreement between the department scheduling the section and the appropriate supervisor.

Any section, which by the end of schedule adjustment has an enrollment of at least fifteen (15), shall not be canceled without prior approval of the department offering that course. Faculty load and overload will be computed on the third (3rd) instructional day (Monday - Friday) Fall and Winter, and the first (1st) instructional day (Monday - Friday) Spring and Summer.

L. Release Time/Supplemental Contracts

Faculty members may be released from their base load assignment for a specified time period and specified task, or they may accept supplemental contracts for tasks to be performed outside of their base load assignment.

1. Course and Program Development, Coordination and Revision

Course and program development, coordination and revision may be performed in lieu of base load assignments or on a supplemental contract, with approval of the faculty member's department and the immediate supervisor. Such release time shall not exceed fifty percent (50%) of a faculty member's annual base load per year.

Assignments for course development and/or revision shall include a description of the work to be accomplished and the date by which the project is to be completed. All such assignments must be completed and receive the approval of the appropriate department and of the immediate supervisor.

Assignments for program or course coordination shall include a description of the duties of the coordinator. All such assignments must receive the prior approval of the appropriate department and the appropriate supervisor.

2. Temporary Administrative Duties

Faculty may be granted up to one hundred percent (100%) release time to accept voluntary temporary assignments as interim administrators. All such assignment opportunities must be posted for a minimum of one week on all campuses. Such faculty members shall remain members of the faculty bargaining unit (OCCFA) during the period of the temporary assignment for a period not to exceed six (6) months.

If the temporary assignment exceeds six (6) months, the interim administrator will not accrue any seniority and is no longer a member of the faculty bargaining unit during the period of the temporary assignment beyond the stated maximum time.

The interim administrator, while a member of the faculty bargaining unit, shall not have the authority to administer discipline, to discharge, to evaluate, or to demote members of the faculty.

3. Contract Training Classes

Faculty members may be granted up to one hundred percent (100%) release time to accept contract training classes consistent with the provisions of Section 16.9.

4. Department Chairpersons

During the Fall, Winter, or Spring sessions a Department Chair may elect release time in lieu of Department Chairperson compensation as provided in Section VII of Appendix B. Department Chairperson may be assigned release time each semester as follows:

<u>Full-Time Equivalent Faculty</u> (FTEF)	<u>Credit Hour Release Time</u>
6	3
7-9	4
10-12	5
13+	6

A Department Chair who elects the above option will not teach or work any overload assignments for the college.

5. Other

Faculty may be granted up to one hundred percent (100%) release time for work projects (e.g. North Central Accreditation) with the approval of OCCFA and the College.

6. General Release Time Requirements

Available college release time or supplemental contracts will be posted on each campus. Faculty members may submit a letter of interest to the originator designated on the posting with a copy to their department chair and immediate supervisor no later than ten (10) working days after the date of the posting. The department shall have the option to forward a recommendation to the appropriate College administrator.

Upon granting release time or supplemental contracts, the Administration shall notify OCCFA of such action.

The requirements for posting and selection described above shall not apply to a case in which a faculty member has applied for and received a grant from a source outside the College.

7. Reduced Load for Professional Responsibilities

In recognition of the responsibilities of OCCFA's administration of the Collective Bargaining Agreement, the College shall make available, through reduction of load, thirty-six (36) ICHs of release time per year. Twelve (12) hours of release time should be assigned to the OCCFA president. Three (3) hours each shall be assigned to each of two (2) OCCFA grievance co-chairs. The distribution of any release time in addition to the above will be reimbursed to the College by OCCFA. If any release time remains unused by the end of the Summer session 1999, it will be forfeited.

M. Teaching Within Specialization

No faculty members may, without their consent, be required to teach outside of their academic disciplines, applied fields, or general education areas.

N. Professional Meetings

Class meetings staffed by full-time faculty shall not be scheduled without the mutual agreement of the faculty and the immediate supervisor between the hours of 3:30 p.m. and 5:00 p.m. on Thursdays in order to allow time for various meetings for full-time faculty.

O. Loads from More Than One Group

If a faculty member's load is comprised of courses from more than one group, the session SCH load shall be determined on a proportional basis, depending on the proportion of the SCH load made up of courses taught from each group.

P. Maximum Contact Hours

In no case shall faculty members be held responsible for more than twenty (20) contact hours per week, unless they elect overload. No other hours may be assigned by the Administration.

Q. Designation of Regular Load

Sections that are a part of a faculty member's regular load, to a maximum of sixteen (16) ICHs, will be designated with a "D" at the time of the submission of schedules. Faculty members shall be required to teach all sections designated with a "D" except those as otherwise agreed among the faculty member, the department and the immediate supervisor.

R. Designated Full Sections

Designated full sections are designed to assure the scheduling of courses with limited enrollment, courses offered infrequently, upper level classes, developmental classes and classes required for graduation.

A minimum of sixty (60) designated sections will be allocated for the 1996-97 academic year, seventy (70) for the 1997-98 academic year, and eighty (80) for the 1998-99 academic year.

Departments shall make recommendations regarding sections to be "Designated Full" ("F"). The departments shall make these recommendations in time for consideration at the Fall semester collegewide discipline meeting as provided in Section 17.4.

The collegewide discipline shall, in turn, submit its recommendations to the Chancellor by the third Friday in November. Written rationale and documentation shall accompany the recommendations. The Chancellor or designee's decision shall be communicated by the third Friday in January, and shall not be grievable.

For Summer-only classes, the department and Campus Dean will identify as Designated Full the second section taught by a full-time faculty member. Such designation will be established at the time the Spring-Summer schedule is submitted. These sections will be recognized as "Designated Full" for compensation purposes but are not to be counted among sections identified above.

The class, if not canceled, will be considered as having no fewer than twenty-five (25) students if it is a Group "B" class and no fewer than thirty-five (35) students if it is a Group "A" Class.

S. Faculty Names in Printed Schedule

Faculty members may have their name printed, in the published schedule, on all sections they are scheduled to teach, up to one (1) ICH beyond the maximum established in Section 21.3, based on the assumption that each section is full (27,37). The faculty shall be required to teach all those sections that are not canceled with their name on them except those as otherwise agreed to among the faculty member, the department and the immediate supervisor.

T. Laboratory Courses

Labs necessary to fulfill course requirements as stated in the catalog must be scheduled by day and time in the printed schedule of classes. These labs must be met by the faculty member assigned to these sections.

U. Partial Sections of Courses

Partial sections of different courses may be combined, with approval of the department and dean, to meet the minimum section requirements. However, such sections shall not be scheduled, met, or taught at the same time.

V. Payment for Contact Hours in Excess of ICHs

When a faculty member's base load requires contact hours in excess of credit hours in the Fall or Winter semester, the faculty member will be paid twenty dollars (\$20) per contact hour, not to exceed six-hundred dollars (\$600) in compensation for the Fall or Winter semester.

2.2 COUNSELORS, LIBRARIANS, AND IIC FACULTY

For faculty members as defined in Section 1.3, the following conditions shall prevail:

A. Hours per Week

Such faculty members shall work a thirty (30) hour week exclusive of meals. Meetings may be considered part of the thirty (30) hour work week subject to the approval of a faculty member's immediate supervisor. Such hours shall be posted and regularly maintained.

B. Teaching

Should such faculty members wish to teach a campus college credit course for which they are qualified, it must be taught outside the regular thirty (30) hours of non-instructional responsibilities.

C. Evening Assignments

Where sufficient faculty do not choose to work in-load assignments (after 5:00 p.m.), the department shall assign such department members on a rotation basis. Such evening assignments shall not exceed one (1) evening per week.

D. Student Loads for Counselors

A faculty member who has a counseling contract shall be assigned a student load by the counseling department. For the purposes of staff reduction, the maximum number of students assigned to an educational counselor shall be four-hundred and forty (440) per session.

E. Library Service

The library shall be open whenever classes are in session (Monday through Friday).

F. Faculty Assignments

Schedules and faculty assignments shall be made by the department, subject to the approval of the appropriate supervisor.

Qualified full-time Counselors, Librarians, and IIC faculty shall have preference in the assignment of Counseling, Library, and IIC hours and classes. Other qualified full-time faculty shall then have preference in the assignment of remaining hours and classes.

G. Continuous Assignment Limitation

Faculty members' duties shall be scheduled within a continuous eight (8) hour period in any one day except as they and the department might otherwise agree.

H. Carry forward

Counselors, Librarians, and IIC faculty may carry forward no more than 120 hours worked in one semester or session to a different semester or session.

2.3 WORK WEEK

Except by request of the individual faculty members and their department, the work week for all faculty members shall be within the period from Monday through Friday, unless Section 2.10 or Section 21.9 is applied.

2.4 DEPARTMENT SUPPORT VIA BUDGET COUNCIL

Adequate secretarial, technical, clerical, operating and capital funds will be provided for departments. If conditions exist that require consideration for effecting a moratorium involving the above items, the College Budget Council shall be convened to deliberate the matter and make its recommendations. No budget adjustment action shall be undertaken until receipt of the College Budget Council recommendations.

2.5 CAMPUS TRANSFER AND TRAVEL ALLOWANCE

Except as provided for newly employed members under Section 2.13, faculty members shall not be required to change from specific College geographical locations during the individual contract year without the issuance of a new contract, except in the case of an emergency such as illness or injury to another full-time faculty member. Such emergency situations shall not exceed the equivalent of one (1) full semester. If such change is agreed to by faculty members, they shall receive mileage at the rate established by the Internal Revenue Service for the additional driving involved. Mileage driven to arrange for or to teach classes at off-campus locations due to limited facilities shall be reimbursed at the above rate.

2.6 DEPARTMENT FACULTY EVALUATION

Department members will share in the analysis and/or evaluation of the instructional program. No analysis or evaluation shall be implemented without prior knowledge and participation by the department.

2.7 FINAL EXAMINATIONS

Final examinations will be scheduled during the final week of class instruction Fall and Winter, and during the last four (4) days of instruction Spring and Summer. If no final examinations are to be required in a given course, faculty are required to meet their regular class schedule during the final week of instruction.

2.8

BASE LOADS WITHIN THE ACADEMIC YEAR FOR TEACHING FACULTY

- A. The base load of faculty members, exclusive of overload, shall be thirty (30) credit hours of instruction and those ICHs shall be distributed as described in Section 21.3.
- B. Those faculty members distributing their ICHs as 12,12, 6 and whose instructional credit hours do not add up to thirty (30) per year shall select one of the following options to equal thirty (30) ICHs per year:
 1. Team teach (or alternate teach) with other full-time faculty to bring base Spring load to six (6) credit hours.
 2. Have base salary reduced proportionately for credits scheduled under six (6) in the Spring term.

For those faculty members distributing their ICHs as 12,12,6, science wet lab classes and other classes that are met by the faculty member twelve (12) scheduled hours or more per week per section, during the Spring session, shall be considered a full load. Overload in the Spring session will be paid only to those faculty members whose teaching load exceeds six (6) ICHs.

C. Nursing Faculty

1. Associate Degree Nursing Faculty shall meet their requirements for base load in one (1) of the following three (3) ways:
 - a. Teaching sixteen (16) clinical contact hours per week.
 - b. Teaching as a laboratory coordinator for a total of thirty (30) contact hours per week the following Nursing courses: Nursing 145, 146, and 147 or the laboratory component of Nursing 141.
 - c. Teaching a total of fifteen (15) credit hours Fall and Winter, or twelve (12) credit hours Fall and Winter and six (6) credit hours Spring of Nursing 129, 141 or 254 with credit hours allocated as described in Table 5.6 contained in the November 1991 Self Study Report for accreditation and as approved by the Michigan State Board of Nursing.
2. Theory portion of Nursing courses shall be as follows: Nursing 129 -2 hours; Nursing 141-3 hours; Nursing 151, Nursing 152, Nursing 153, Nursing 154, Nursing 251, Nursing 252, and Nursing 253 - 1.75 hours; Nursing 155, Nursing 251.1, and Nursing 251.2 -.875 hours.
3. Full-Time Faculty members who satisfy their base load as defined in #1 above shall be compensated for overload hours worked on an SCH basis as provided in Section 21.2. Laboratory overload hours shall be calculated on a hourly rate in the same manner as Counselors, Librarians, and IIC faculty.
4. Each faculty member with the exception of the laboratory coordinator is responsible for office hours as provided in Section 2.1C with a minimum of six (6) scheduled hours per week on campus or at a clinical site.

D. Hospitality Faculty

1. Base load for hospitality faculty who teach production based lab classes, (e.g., FST 110, 120, 210, and 220 blocks) shall be thirty (30) hours for the Fall and Winter semesters.
2. The base load of thirty (30) hours for each faculty member shall be distributed as follows:
 - a. Twenty-six (26) hours per week will be spent with students in a direct instructional environment.
 - b. An equivalent of four (4) hours per week will be spent in ancillary duties necessary for the operation of the hospitality program. These activities shall include but need not be limited to:
 - costing and ordering for daily program needs;
 - evaluation and assessment of specific needs of the program;
 - recruitment activities that can include direct promotional duties, guest lectures, and participation in culinary salons;
 - competitions;
 - student interviews;
 - placement and follow through for graduates;
 - participation in the Food and Wine Classic;
 - tech prep activities
 - developing articulation and transfer agreements;
 - developing collegiate relationships with four year institutions.
 - c. The four (4) hours noted above shall be pre-arranged with the Department Chair and the appropriate Dean of Academic and Student Services prior to each semester.
 - d. No office hours are required in addition to the base load of thirty (30) hours.
3. If a faculty member teaches a credit hour course in excess of base load, the faculty member will be compensated at an overload rate consistent with other teaching faculty.
4. If a faculty member is authorized to perform any of the duties as outlined in #2b above, (in excess of base load) the faculty member will be compensated at an overload rate consistent with Counselors, Librarians, and IIC faculty.

2.9 ACADEMIC CALENDAR

The College will negotiate and agree upon the Academic Calendar with OCCFA prior to adoption of the Academic Calendar (Appendix D). Negotiations for the Academic Calendar shall occur within the time constraints required by the College for the publication of the catalog, which may be different from the constraints established in Section 27.2.

2.10 PROCEDURE FOR FILLING NORMAL LOADS

In the event that teaching faculty members are one or more sections short of their base sectional load, their immediate supervisor shall request that the following alternatives be implemented and utilized in the order provided below:

- A. Have their department assign a section (s) for which they are qualified according to that department and which is not already assigned to another faculty member.

- B. Have another campus department on another campus, in the same discipline, assign a section(s) for which they are qualified, according to that department, and which is not already assigned to another faculty member.
- C. Have another campus department on their campus assign a section(s) for which they are qualified, according to that department, and which is not already assigned to another faculty member.
- D. Have another campus department on another campus, assign a section(s) for which they are qualified, according to that department, and which is not already assigned to another faculty member.
- E. Have any carried-forward section from a previous semester used to fill out their base load.
- F. Have those faculty who had been paid overload in the previous semester consider that overload as banked and repay the College the amount of the overload payment. This subsection takes precedence over Section 2.8, Subsection B.
- G. Have their department assign a section(s) for which they are qualified according to that department, and which is not already part of another faculty member's "designated" load.
- H. Have another campus department on another campus, in the same discipline, assign a section(s) for which they are qualified, according to that department, and which is not already a part of another faculty member's "designated" load.
- I. Have another campus department on their own campus assign a section(s) for which they are qualified according to that department, and which is not already a part of another faculty member's "designated" load.
- J. Have another campus department on another campus assign a section(s) for which they are qualified according to that department, and which is not already a part of another faculty member's "designated" load.

When applying Section 2.10 in the Spring session, Subsections A-D shall be applied for Spring-only classes first and then for Spring/Summer classes prior to applying Subsections G-J.

Faculty members shall receive mileage at the rate established by the Internal Revenue Service for the additional driving required over the miles regularly driven to and from their assigned campus.

2.11 MULTI-DEPARTMENT ASSIGNMENTS

- A. Where Section 2.10 Has Been Implemented
 - 1. In the event faculty members are one or more sections short of a base load during any semester (Fall, Winter, Spring) and Section 2.10 has been implemented, such faculty members shall be scheduled a back-up in-load section(s) by the department in which the section(s) necessary to make base load was assigned, under Section 2.10, in the corresponding semester of the previous academic year. Such back-up section(s) shall be the same course and time, as assigned under Section 2.10, the previous corresponding semester or term.

2. However, Section 2.10, Subsections A through D shall be fully implemented prior to assignment of a faculty member with less than base load to the scheduled back-up section(s). If Section 2.10, Subsections A through D, can be implemented to provide a base load, the scheduled back-up section(s) will then be staffed, according to normal procedure, by the department scheduling the section(s).
3. This provision shall not affect the normal scheduling of a full load for the affected faculty members at their home campus.

B. Faculty Request

For the Fall, Winter or Spring session, if faculty members desire and if affected departments agree, faculty members may be scheduled one in-load section for which they are qualified by a department other than their own.

2.12 MULTI-CAMPUS ASSIGNMENTS

If in the corresponding regular session of the previous year faculty members are less than sixty-five percent (65%) productive, they may be required to schedule a night section as part of their regular load or schedule a section on another campus in the same discipline. The affected departments or disciplines shall meet with the deans of their respective campuses to work out an acceptable schedule.

2.13 MULTI-CAMPUS CONTRACT

Faculty receiving collegewide appointments shall be housed at a predetermined campus and be a member of the appropriate campus department for all functions performed by departments.

The schedule as submitted by the department shall contain at least one section with such faculty members' name on it on at least two campuses each semester or session and at least one such section at each campus each academic year unless the administration and department agree otherwise.

ARTICLE III - CONDITIONS OF EMPLOYMENT

3.1 COPIES OF MASTER AGREEMENT

The College will supply five-hundred (500) copies of the ratified Master Agreement to OCCFA.

3.2 PROBATION OR ANNUAL CONTRACTS

Initial employment of all faculty shall be either on a probationary or annual contract basis. Faculty hired on a probationary basis shall continue in that status until faculty members have served on a full-time basis for a minimum of four (4) consecutive full semesters. A full semester is a Fall or Winter session. At the option of the College, a third academic year [two (2) additional full semesters] of probation may be required. The requirement of a third (3rd) year of probation shall not be used as a normal procedure, and the College shall state in writing the reasons for such decision.

Faculty may be employed on an annual basis for up to five (5) years. Such employment may be terminated at the end of any full year without recourse to the grievance procedure. Faculty members hired on an annual contract may be recommended for probationary status upon mutual agreement of the administration and the department: after one (1) year, at which time they must

serve three (3) additional years on probation; after two (2) years, at which time they must serve two (2) additional years on probation; after three (3) or more years, at which time they must serve one (1) additional year on probation.

The number of annual contracts offered shall not exceed five percent (5%) of the full-time faculty headcount of the College.

3.3 EXTENSION OF PROBATION

In no case shall a full-time faculty member be continued in probationary status after six (6) full semesters.

3.4 CONTINUING CONTRACT

Upon satisfactory completion of the probationary period as described in Section 3.2, faculty members shall, at their next regular contract period, be employed on a continuing basis on the recommendation of the Chancellor and the approval of the Board of Trustees. Should faculty members complete their probationary period at the end of the Fall semester, they shall be notified by December 15th of that year as to the intention of the College to recommend a continuing contract at the next regular contract renewal period. Faculty members completing their probationary period at the end of the Winter semester shall be notified of the intention of the College by March 15th of that year. Should the College decide that it will not offer a new probationary contract or a continuing contract, the notification shall include the reasons for such decision.

3.5 DISCHARGE OF THOSE WITH CONTINUING CONTRACTS

Faculty members who have been granted a continuing contract may be discharged or demoted only for a reasonable or just cause and shall be notified of any such action by Certified Mail by March 15 prior to the expiration of their current continuing contract.

3.6 CONTRACT INFORMATION

The provisions of any form of an individual contract shall not supersede the Master Agreement.

Annual contracts, probationary contracts, continuing contracts, and contract supplements shall include the following information:

- A. The academic discipline or disciplines and/or courses within that discipline or service area for which the faculty member is qualified.
- B. The function to be performed.
- C. The salary schedule step and salary of the faculty member.
- D. The campus or campuses to which the faculty member is assigned, or the fact that this is a collegewide assignment.
- E. The beginning and ending dates of the contract.

3.7 DURATION OF CONTRACTS

Duration of full-time individual contracts shall be for ten (10) months in accordance with the approved Academic Calendar. Ten (10) month contracts shall begin September 1 and include Fall and Winter semesters and the Spring session.

3.8 SUMMER SESSION FACULTY

Full-time faculty shall be given preference for employment in their academic discipline, applied field or general education area during the Summer session. Adjunct faculty shall be employed only after all full-time faculty seeking employment have been placed in their specialization for the Summer session.

3.9 SUMMER EMPLOYMENT FOR FACULTY

Faculty loads in the Summer shall be on the basis of assignments as described in Sections 2.1 and 2.2.

3.10 DATE TO RECEIVE NOTIFICATION OF REEMPLOYMENT

Full-time faculty members to be re-employed shall be offered individual contracts or contract supplements by July 15, provided that negotiations on a new Master Agreement have been concluded by June 1. Should an Agreement not be concluded by June 1, contracts shall be issued within fifteen (15) days after ratification by both parties.

3.11 TEN- AND TWELVE-MONTH PAY

Salaries of faculty members shall be paid on a biweekly schedule over the length of their individual contract. After September 1, faculty members who elect at the time of the execution of their individual contract to have their salary spread over a twelve (12) month period may not revoke said election for any reason.

3.12 NOTIFICATION OF NON-RENEWAL OF CONTRACT

If new individual contracts (continuing, probationary or annual), are not offered for the ensuing year to full-time faculty members, they shall be notified in writing of the potential for non-renewal on or before March 15, or October 15 for those on a contract which terminates in December. Final determination for non-renewal, if necessary, shall be in writing by Certified Mail postmarked on or before May 15, or November 15 for those on a contract which terminates in December.

3.13 TUITION OF FACULTY, SPOUSES AND DEPENDENT CHILDREN

Dependent children of a faculty member, deceased faculty member, or retired faculty member, (parent or legal guardian) can enroll in Oakland Community College credit courses and shall be granted Tuition Authorization, upon request, prior to registration. Dependent children to age twenty-five (25) shall be extended these benefits. Such requests shall be made to the Director of Campus Services.

Faculty members and spouses and retired faculty members and spouses shall be granted tuition reimbursement upon completion of a course. Faculty members shall not be compensated for their spouses or dependent children enrolled in their own sections.

The spouse of a deceased faculty member shall remain eligible for the tuition reimbursement benefit provided above for a period of six (6) years following the date of the faculty member's death. At the expiration of the six-year period, the benefit shall be available for course sections that have actually met, but the benefit shall not be available for course sections for which the spouse has merely registered.

3.14 PRIORITY OF RESPONSIBILITIES

Full-time faculty members, upon acceptance of a contract, have as their primary responsibility the fulfillment of the duties assigned by Oakland Community College. These obligations shall take precedence over all other professional commitments.

3.15 FACULTY OFFICES

The College shall provide each faculty member with ample office space and all equipment that is necessary to carry out instruction and student consultation, subject only to budgetary limitation. The objective is the two-person office with individual equipment for each faculty member.

3.16 SUPPLEMENTAL CONTRACTS

Supplemental contracts shall include a description of the work to be accomplished, termination date of the contract, and the compensation to be paid. All such assignments must be completed and receive the approval of the appropriate supervisor before the final compensation is paid. Compensation for supplemental contracts for each of the Fall and Winter semesters shall not exceed ten percent (10%) of the faculty member's ten-month salary (Appendix E, Column 1). Compensation for supplemental contracts for the Spring term shall not exceed five percent (5%) of the faculty member's ten-month salary (Appendix E, Column 1). Compensation for supplemental contracts for the Summer term shall not exceed five percent (5%) of the faculty member's ten-month salary (Appendix E, Column 1). Such contracts shall be mutually agreed to between faculty members and the College, and shall not interfere with the faculty member's instructional or departmental responsibilities. When such contracts are granted, notice shall be given to OCCFA.

3.17 ADJUNCT FACULTY

- A. No adjunct faculty member shall be employed to teach more than eight (8) credit hours in any full session, or four (4) credit hours in a Spring or Summer session (Section 1.2).
- B. No adjunct faculty member shall be employed to work in Counseling, Libraries, and IICs for more than fifteen (15) hours per week (Section 1.3).
- C. Adjunct faculty working in both A & B above shall have their maximum load prorated.
- D. Clinical instructors in Nursing and Hospitality disciplines may be employed for up to 24 hours per week.

3.18 EMERGENCIES AND ILLNESS ON CAMPUS

A well-equipped area will be provided on each campus where illness and injuries that occur on the College premises can be adequately treated. The College shall maintain the equivalent of at least one full-time nurse. Clearly defined procedures to guide all staff in the handling of emergencies shall be provided by the Campus President.

3.19 NUMBER OF ADJUNCT FACULTY

Faculty and Administration shall make every attempt to reach the goal of limiting the annual percentage of the total number of ICHs taught by adjunct faculty to thirty-five percent (35%) for the 1996-97 contract year. The annual percentage of the total number of ICHs taught by adjunct faculty may be increased by no more than three percent (3%) during the life of this agreement provided total College SCH's increase a minimum of two percent (2%) during either the 1997-98 or 1998-99 contract years.

3.20 SMOKE-FREE WORK ENVIRONMENT

In order to provide a healthy, comfortable, and productive work environment, faculty members shall be prohibited from smoking in College buildings.

ARTICLE IV -- STAFF REDUCTION

4.1 SENIORITY

- A. Faculty members shall be entered on the seniority list of the College from their initial date of full-time employment. Annual contract members shall be entered on the seniority list of the College from their initial date of uninterrupted full-time employment upon the granting of a continuing contract.
- B. Seniority shall continue to accrue during absence from the College due to sabbatical leave, child care leave or involuntary military service.
- C. Faculty members shall lose seniority with the College if they resign or are discharged.
- D. Administrators who were assigned faculty status by Board of Trustees action prior to November 1, 1970, shall accrue seniority on a yearly basis. In no case will seniority be granted to administrators other than on this "grandfather clause" consideration. In no case shall the granting of such seniority result in the transfer or placement on leave of absence without pay of any faculty member.
- E. Faculty members shall accrue faculty seniority only for time during which they have qualified as full-time faculty members under the conditions set forth in Article I of this Agreement, except as provided for in Section 4.1, Subsection D.
- F. Seniority for the purposes of Reduction of Staff, Section 4.2, Subsection A1, shall be determined by the number of years (or portion of a year) of service as a faculty member within the bargaining unit.

4.2 REDUCTION AND RECALL OF FACULTY PROCEDURE

- A. 1. Whenever it is necessary to decrease the size of the full-time faculty staff in any discipline, applied field, general education area, or Counseling, Libraries, and IICs because of insufficient funds, substantial decrease of student population in the College, or a major program modification, the Board, upon recommendation of the Chancellor, may cause the necessary number of faculty, beginning with those serving in an annual contract status, followed by those serving in a probationary status, followed by those serving in a continuing contract status, to be placed on leave of absence without pay, but only in inverse order of their accrued faculty seniority. Faculty who may be placed on leave of absence in the next academic year must be notified of the potential by March 15. Final notice shall be in writing by Certified Mail postmarked on or before May 15.
- 2. Whenever it is necessary to decrease the size of the full-time faculty staff in any fundamental discipline, applied field, general education area, or Counseling, Libraries, and IICs due to a substantial decrease in enrollment affecting a particular department or discipline and resulting in an absence of a base load of a faculty member for two (2) regular semesters or terms during the preceding four (4) regular semesters or terms prior to the session in which the affected faculty member is notified, the Board, upon recommendation of the Chancellor, may cause the faculty member to be placed on leave of absence without pay. Faculty who may be placed on leave of absence in the next academic year shall be notified by March 15. Final notice shall be in writing by Certified Mail postmarked on or before May 15.

- B. Should it become evident that a particular department will be unable to function because of seniority reduction of staff, interdepartmental transfers of qualified staff members shall be considered. Should this not resolve the problem, the College shall negotiate with OCCFA for a satisfactory solution.
- C. Prior to implementing any reduction of staff, the College must have fully implemented Sections 2.10 and 2.12 of this Agreement.
- D. If a posted position exists in another discipline in which the affected faculty member is qualified, said faculty member shall be transferred.
- E. Reduction of staff in Subsection A1 above, shall be implemented by identifying the discipline(s) where over-staffing exists. The least senior faculty member of the discipline (collegewide) shall be placed on leave of absence first. The President of OCCFA shall be given prior notice of and an opportunity to discuss such reduction of staff before it is implemented.
- F. Faculty members subject to reduction of staff in Subsection (A)(1) above, shall have the right to bump another faculty member of least seniority in another discipline in which they are qualified, providing that they have greater seniority than the faculty member being bumped. Bumped faculty members shall have the same rights to bump. All bumping must be completed and the affected faculty member(s) notified by May 15.
- G. The following recall provisions shall apply only to Section 4.2, Subsection (A)(1):
 1. When circumstances are appropriate, each continuing contract or probationary faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of placement on leave of absence when a position for which such faculty member was employed, or is qualified, is available.
 2. Faculty members shall be reemployed at a salary level no lower than that paid at the time of layoff, and shall return with the same seniority status held at the time of the layoff.
 3. The College shall notify qualified faculty members on leave of absence of subsequent vacancies by Certified Mail. No new appointments shall be made within fifteen (15) days from date of such notification.
 4. If more than one qualified faculty member placed on leave of absence applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.

4.3 RELATION TO FILLING POSITIONS, OVERLOADS AND ADJUNCT FACULTY

Continuing contract or probationary faculty members on, or before placement on, leave of absence due to staff reduction under Section 4.2, Subsection (A)(1), shall be given preference, based upon seniority, for any faculty position for which they are qualified and agree to accept before the filling of any such position, assignment of overload to other full-time or adjunct faculty members or before hiring of additional adjunct faculty.

4.4 SEVERANCE PAY TO CONTINUING CONTRACT FACULTY

In the event faculty members who have been granted continuing contract status are placed on leave of absence without pay due to staff reduction, such faculty members shall receive an amount equal to one (1) month's salary as severance compensation.

4.5 HONORING OF PRESENT CONTRACTS

If staff reduction becomes necessary, faculty members' contracts will be honored for the period stated in the contract unless terminated by mutual consent.

4.6 FACULTY TRANSFER

To meet the changing pattern of student enrollments collegewide, voluntary inter-department faculty transfers may occur as follows:

- A. Prior to the end of January, campus departments, in consultation with campus administration, will identify faculty needs for the following academic year.
- B. No later than the February discipline day, campuses will identify and clarify their staffing needs and solicit requests for voluntary transfers.
- C. The department, no later than one (1) week from the discipline meeting will consult with the appropriate Dean and Campus President, and if a vacancy is approved, will post a position for voluntary transfer whose exact language is subject to the approval of the campus department, Campus President and the Human Resources Department.
- D. The Human Resources Department will post for voluntary transfers prior to March 1, for the next academic year. Faculty members interested in applying for voluntary transfers must do so in writing within ten (10) days of the first publication of the posting.
- E. Voluntary transfers may be denied only if the faculty member does not satisfy the qualifications as provided in Appendix A and the needs of the department as defined in the posting. However, if there is more than one applicant for the voluntary transfer, the department will recommend one applicant. All voluntary transfers must take effect no later than the first day of the following Fall semester.

This section is not intended to preclude this process from occurring at other times during the year.

4.7 TRANSFER - JOB SECURITY

- A. During the period February 1 to March 1 each year, the Human Resources Department shall accept requests in writing for transfer. Appropriate campus departments and the Administration shall be notified in writing of the request. If both the receiving department and receiving Administration agree, such transfer shall take place on a date mutually agreed to by the department and the Administration, provided such faculty member is qualified.
- B. Faculty members in a specific discipline where Section 2.10 of the Agreement has been implemented twice, may be transferred to another campus. In the event it is necessary to transfer a faculty member, the sending discipline within the department shall submit a list of three (3) faculty members to the receiving department. In the event there are fewer than three (3) faculty members in the discipline, those faculty members shall constitute the list. The receiving department shall select from this list. In the absence of a department selection, the Administration shall transfer a faculty member.
- C. Should Counselors, Librarians, and IIC faculty members be short a load as defined in Section 2.2, the sending discipline within the department shall submit a list of three (3) faculty members to the receiving department. In the event there are fewer than three (3) faculty

members in the discipline, those faculty members shall constitute the list. The receiving department shall select from this list. In the absence of a department selection, the Administration shall transfer a faculty member.

- D. Faculty members may be transferred if they have not made a base load at their home campus in their designated course areas for two (2) out of the four (4) preceding regular sessions, excluding Spring and Summer, and;
 - 1. There were at least two (2) sections available beyond the base load per full-time faculty member (members of the department) at another campus department in the same designated course areas during the day in the previous Fall session; and,
 - 2. A regular day load is available at the other campus department in question, for the transferring faculty member.

ARTICLE V -- EVALUATION

5.1 ANNUAL AND PROBATIONARY FACULTY

Annual and probationary faculty members shall be reviewed by their department and may be evaluated by their immediate supervisor twice each year on the basis of criteria given in Appendix K. This evaluation will be conducted by a dean or, if mutually agreeable, by the dean's designee. The Statement of Professional Ethics from the Bulletin of the American Association of University Professors, June, 1987, was used as a guideline in the development of the criteria. The criteria shall be made available to the annual and probationary employee by the Human Resources Department at the time of employment. The department shall notify the immediate supervisor when the review has been completed.

Should the department recognize areas of deficiency, it shall request evaluation by the immediate supervisor no later than January 1. Such request shall not become a part of the faculty member's personnel file, nor shall it serve as cause for dismissal or the basis for rebutting a grievance.

Should it be deemed necessary, with one (1) week's prior notice to the faculty member and the department, the immediate supervisor shall have the exclusive right to make evaluations without such departmental request. An evaluation need not be limited to classroom visits but may include an evaluation of the responsibilities expected of a faculty member under the terms and conditions of this Agreement. The immediate supervisor shall submit evaluation criteria in writing to the department and faculty member prior to the beginning of the evaluation.

5.2 CONTINUING CONTRACT PERFORMANCE APPRAISAL/PROFESSIONAL DEVELOPMENT

- A. Continuing contract faculty members may be reviewed by their department on the basis of criteria in Appendix K and described as a process in Appendix B. Reviews shall not occur more than once per academic term nor more than twice per calendar year.
- B. A continuing contract faculty member shall be subject to performance appraisal once every two years by the dean or, if mutually agreeable, by the dean's designee based on criteria given in Appendix K. This performance appraisal shall be used as a basis for the identification of professional development activities. The performance appraisal process may include, but need not be limited to, classroom visitation, peer, student, and self-appraisal as described in

Appendix B. The faculty member has the option to include a colleague from a different discipline in any classroom visitation. One (1) week prior notice shall be given in writing to the faculty member being appraised.

- C. The review documents produced through the process of Section 5.2, Subsection A, are the property of the reviewed faculty member, and such documents or copies shall not be kept by the department or members involved in the review, or become a permanent part of the faculty member's record without the faculty member's permission. Unless the faculty member agrees, reviews and performance appraisals cannot be part of an evaluation as described in Section 5.3. Faculty members may respond to reviews or appraisals, and such response shall be attached.

5.3 CONTINUING CONTRACT FACULTY EVALUATION

Continuing contract faculty members may be subject to evaluation, on the basis of criteria established in Section 5.1, should the department or the immediate supervisor deem it necessary. One (1) week prior notice to the faculty member shall be given in writing and shall include the reason or reasons such evaluation is deemed necessary. Evaluation shall not be used to harass continuing contract employees. The immediate supervisor shall have the exclusive right to make such evaluation.

5.4 INTERVIEW WITH THE EVALUATOR

Within ten (10) working days following an evaluation by the immediate supervisor, the faculty member shall be granted a personal interview with the evaluator during which interview the evaluation report will be signed by both parties to indicate receipt only, and a copy will be made available to the faculty member. If deficiencies in performance are evidenced, such deficiencies shall be set forth within the evaluation report in specific terms. The immediate supervisor will conduct follow-up evaluations, if warranted, where deficiencies were reported. Failure to again note a specific deficiency within ninety (90) working days shall be interpreted to mean that adequate improvement has taken place. Should the faculty member feel the evaluation is improper, such faculty member may request a conference with the Campus President within ten (10) working days of the receipt of the evaluation report. Further, in the event that the faculty member feels that the evaluation is incomplete or unjust and no change has resulted from the conference with the Campus President, such faculty member may put such objections in writing and have them attached to all copies of the evaluation report prior to their inclusion in a personnel file.

5.5 COPIES OF EVALUATION REPORTS

Faculty members shall receive copies of all reports of performance evaluations that become a part of their personnel file. Faculty members shall be apprised of any material placed in their personnel file and the personnel file shall be made available to faculty members for their review upon request; privileged information such as references and confidential credentials from other institutions normally collected prior to employment shall be specifically exempted from such review.

Faculty members shall, upon request, be provided with a copy of an item or items from their personnel file, provided such material is not of a privileged nature.

5.6 PROFESSIONAL ACHIEVEMENTS

Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for inclusion in their personnel files.

ARTICLE VI -- DISCHARGE AND DEMOTION

6.1 JUST AND REASONABLE CAUSE

Discipline or discharge shall occur only for a reasonable and just cause.

6.2 DISCIPLINE LESS THAN DISCHARGE

Disciplinary action less than discharge may consist of actions such as a written reprimand or suspension from a portion of, or all, duties with or without pay. The above listing is not meant to exclude other forms of discipline less than discharge.

Prior to any disciplinary action being taken, a hearing will be held by the College except as provided below. OCCFA and the affected faculty member shall be notified in writing of the date, time and purpose of the hearing at least forty-eight (48) hours prior to the hearing. At the hearing, OCCFA shall be present and the faculty member may also choose to have an attorney present. The purpose of the hearing is to inform the faculty member of the nature of the complaint and afford the faculty member the opportunity to respond. If agreed, a hearing may consist of more than one meeting in order to permit adequate opportunity for investigation and response. After the conclusion of the hearing, the College shall determine what action, if any, will be taken.

The above requirement for a hearing prior to imposition of discipline shall not prevent the College from suspending a faculty member with pay from a portion, or all, duties prior to the hearing. Refusal or failure by the faculty member or representative to participate in the required hearing shall not prevent the College from imposing disciplinary action.

All disciplinary actions less than discharge shall be issued in writing with a copy to OCCFA and made a part of the personnel file. A reprimand for which there is no repeat offense shall not be used as a basis for further disciplinary action after it is five (5) years old.

Any disciplinary action less than discharge may be appealed through this Agreement's grievance procedure.

6.3 DISCHARGE

A. Discharge of a faculty member under continuing contract shall occur only after charges, notice and hearings as hereinafter provided. This shall not apply to probationary or annual status faculty (See Article III). A faculty member shall receive full compensation until discharged, if such action is taken. All charges against a faculty member shall be made in writing, signed by the appropriate supervisor and/or administrative official, and filed with the Chancellor of the College. In the event that the Chancellor determines that such charges shall be pursued, the faculty member shall be furnished with a written statement thereof, and shall be provided a private hearing thereon before a panel. The hearing will be held within five (5) working days after the panel has been formed, unless the fifth (5th) member as designated below is not available.

Two (2) members of such panel shall be selected and designated, within ten (10) days of the faculty member's notification of charges, by the Chancellor or their designee; two (2) members of such panel shall be selected and designated, within ten (10) days of the faculty member's notification of charges, by OCCFA; a fifth (5th) member shall be selected and designated from the first four (4) names from a list provided by the American Arbitration Association.

- B. At the hearing before a panel selected as heretofore provided, both the faculty member and the Administration may be represented by counsel. Testimony shall be taken on oath or affirmation.
- C. Any hearing held for the discharge of a faculty member on continuing contract as provided aforesaid must be concluded by a decision in writing within five (5) working days after the termination of the hearing. A copy of such decision shall be furnished to the faculty member against whom the charges have been placed and to the Chancellor within one (1) day after the decision is rendered. A faculty member dissatisfied with the decision rendered by the panel heretofore provided shall have absolute right to appeal such decision to the College Board of Trustees within ten (10) days after receiving notice of the decision. As soon as practicable thereafter, and no later than fifteen (15) working days after the appeal is filed, the appeal of such faculty member shall be heard by the College Board of Trustees at a private or public hearing at the option of the faculty member. At the hearing, upon such appeal, the same rules of procedure shall apply as those heretofore prescribed with respect to the five (5) member panel. At such hearing, the College Board of Trustees shall employ a stenographer who shall make a full record of the proceedings and who shall, within three (3) working days of the conclusion of such appeal hearing, furnish the College Board of Trustees and the appealing faculty member with a copy of the transcript of such record certified to be complete and correct.
- D. Any appeal hearing held according to the foregoing procedure must be concluded by a decision in writing by a majority of the members of the College Board of Trustees within seven (7) days after the conclusion of the hearing, and a copy of such decision shall forthwith be furnished to the appealing faculty member, to OCCFA and to the Chancellor of the College. Such decision shall be final and shall not be subject to review through the grievance procedure.

6.4 TIME LIMITS

All the limits stated above shall be observed. Time extension may be made only by mutual agreement in writing, signed by both parties. Failure of the Administration to observe time limits as required or as mutually extended shall preclude the further proceeding of the discharge. Failure of the faculty member to appeal the decision of the panel within the time limits as required or as mutually extended shall indicate a decision not to appeal.

ARTICLE VII -- SABBATICAL LEAVES AND TUITION REIMBURSEMENT

7.1 FOR STUDY AND RESEARCH

Sabbatical leaves for study and research may be granted at the discretion of the Board of Trustees to full-time faculty members upon recommendation by the Chancellor. Such sabbatical leaves shall be in recognition of significant service to the College and for the purpose of encouraging scholarly achievement which will contribute to the professional effectiveness of the members of the staff and the value of their subsequent services to the College.

7.2 ELIGIBILITY FOR SABBATICAL LEAVE

Full-time faculty members shall be eligible to apply for sabbatical leave during their third (3rd) academic year of continuous service.

7.3 PAY FOR SABBATICAL LEAVE AFTER THREE (3) YEARS OF SERVICE

After three (3) full contract years of continuous service, a full-time faculty member shall be eligible

for such leave for one (1) semester at half pay or for a spring term at full pay. Semester and term shall be as defined by the Oakland Community College Calendar.

7.4 SECOND SABBATICAL LEAVE

Faculty members having been granted a sabbatical shall not be considered eligible for another such leave until they have accumulated at least three (3) more academic years of continuous service.

7.5 SABBATICAL LEAVE AFTER SIX (6) YEARS OF SERVICE

A faculty member who has not taken a prior sabbatical leave shall, after six (6) academic years of continuous service, full-time, be eligible for a full academic year [ten (10) months] sabbatical at half pay, or a one (1) semester leave at full pay.

7.6 SABBATICAL LEAVE AFTER FOURTEEN (14) YEARS OF SERVICE

A faculty member who has not taken a sabbatical leave in the preceding fourteen (14) years shall, after fourteen (14) academic years of continuous service, full-time, be eligible for a full academic year [ten (10) months] sabbatical at full pay.

7.7 BENEFITS DURING SABBATICAL

All usual benefits shall be continued during the period of the sabbatical as though the faculty member were on regular assignment.

7.8 FILING REQUEST FOR SABBATICAL

Requests for sabbatical leave shall be filed as follows:

For sabbatical leave during the Fall semester, application must be filed by March 15 of that calendar year. For sabbatical leave during the Winter semester or Spring term, application must be filed by May 15 and September 15, respectively, of the previous calendar year.

7.9 APPROVAL FOR OTHER COMPENSATION WHILE ON SABBATICAL LEAVE

A member of the faculty on sabbatical leave shall not render service for compensation in another institution or enterprise without prior approval of the College. This condition does not necessarily preclude the acceptance of a grant or fellowship provided such grant or fellowship materially aids the planned program of the recipient. The nature of the grant or fellowship and the approximate time requirements on the part of the applicant shall be fully set forth in the application for sabbatical. Violation of any condition of this section shall lead to immediate suspension of the sabbatical pay. If it is determined that a violation of this section has occurred, then the faculty member will be required to make financial restitution to the College in the amount of pay received from the College during the period of the sabbatical.

In the event that sabbatical pay has been suspended for the above reason, the Administration may not require any department to assign the faculty member a load which cannot be assigned in time to be printed in the next regularly published schedule of classes (the same deadline shall apply to Counselors, Librarians, and IIC faculty). Compensation shall resume when the faculty member resumes a regular, scheduled load.

7.10 INFORMATION ON SABBATICAL LEAVE APPLICATION

Application for leave shall be made in writing to the Human Resources Department on forms provided on request. Such application shall include detailed information as to:

- a. Length of service with the College;
- b. Prior sabbatical leaves from the College;
- c. Plan of study, travel, or research;
- d. Time period of the leave requested;
- e. Description of grants, fellowships, or other compensation expected.

7.11 SABBATICAL RECOMMENDATIONS

All applications for sabbatical leaves shall be reviewed by a committee comprised of five (5) faculty and five (5) administrators. This committee shall provide a rank ordered list of its recommendations for sabbatical leaves to the College Chancellor. The Chancellor's recommendation for sabbatical leave or failure to recommend shall not be subject to the grievance procedure. Denial of sabbatical request shall be accompanied by a statement in writing detailing the reason for denial.

7.12 RETURN FROM SABBATICAL LEAVE REPORT

Upon return from sabbatical leave, the faculty member shall present a full written report regarding the use of the sabbatical leave to the sabbatical leave committee and the Chancellor.

7.13 RETURN TO COLLEGE AFTER SABBATICAL

Upon accepting a sabbatical leave the faculty members shall certify to the College of their intention to return to their position with the College for a period of time equal to that covered by the leave granted. Should faculty members not remain with the College for the required period, they shall agree to repay the College the full amount received in sabbatical leave compensation. Should faculty members return for a portion of the required period, the repayment will be reduced proportionately. Faculty members on sabbatical leave shall return to the same campus, department and position occupied prior thereto.

7.14 TUITION REIMBURSEMENT

The Board shall appropriate \$40,000 dollars each year in its operating budget to be used to pay faculty members' tuition for course work which satisfies all of the following conditions:

- A. Coursework or a program of study must be pertinent to the needs of the College and /or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Dean/Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
- B. All coursework applied for under this article must be taken outside of regular work hours on the faculty members' own time. However, courses may be authorized during normal working hours if approved in writing by the immediate supervisor and the appropriate member of Chancellor's Council.
- C. Reimbursement is for tuition and fees and excludes reimbursement for books or any other related expenses.
- D. The tuition reimbursement period will be for each academic year (September 1 to August 31).
- E. Faculty members applying for tuition reimbursement must provide to the Vice Chancellor for Academic and Student Affairs a completed tuition reimbursement application, a completed

check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Such courses must have grade(s) of a "B" or higher and the courses must be completed within the academic year.

- F. Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.
- G. The maximum total of tuition and fees paid to any individual will be equal to \$350 per credit hour up to a maximum of \$2,500 per academic year. If tuition and fees are less than \$350 per credit hour, reimbursement will be for the amount of the actual receipt.
- H. Continuing education courses will be reimbursed only if a grade is awarded.
- I. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.
- J. Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. When possible, reimbursement will be made twenty (20) days following submission of an official grade report/or copy and valid tuition receipt.
- K. All faculty members will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

ARTICLE VIII -- VACATIONS

8.1 VACATION FOR TEACHING FACULTY

Vacations for faculty members covered under Section 1.2 shall be in accordance with the approved Academic Calendar and shall commence once final grades are turned in or when final grades are due and end on the next scheduled instructional day.

8.2 VACATION FOR LIBRARIANS AND IIC FACULTY

Vacations for Librarians and IIC faculty members covered under Section 1.3 shall be in accordance with the approved Academic Calendar and shall commence at the conclusion of the last day of instruction and end on the next instructional day.

8.3 VACATION FOR COUNSELING FACULTY

The normal vacations for faculty members who are counselors shall be in accordance with the approved College Calendar and shall commence at the end of the last week of instruction minus the number of days of Regular Registration. Vacations shall end on the first day of the next regular registration. Counselors, upon agreement with the department and the Administration, may take their vacation days at other times. The Administration may require a vacation schedule that provides a minimum of one (1) counselor present at each campus on each day other than those specified in Article IX.

ARTICLE IX -- HOLIDAYS

9.1 LIST OF COLLEGE HOLIDAYS

Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
December 24
Christmas
December 31
New Year's Day
Martin Luther King Day
Memorial Day

Mondays that are official holidays for those listed above shall be observed as the holiday.

9.2 CHANGING OF HOLIDAYS

Should the observance of the above holidays be changed to another date by action of the Legislature, the holiday shall be observed on the new date established.

ARTICLE X -- SICK LEAVE

10.1 NOTIFICATION OF ILLNESS

In case of illness or injury causing absence, faculty members are responsible for notifying the department of their absence as soon as they are aware of the inability to meet their commitment. The department shall maintain records and make them available to the College upon its request and make necessary arrangements to cover the affected scheduled classes and/or assignments. Whenever faculty members are absent due to illness or injury, they shall receive a full salary for the first fifteen (15) working days of such absence. All said absences shall be reported by the Department Chair to the immediate supervisor. The report shall include the name of the faculty member or members who covered the scheduled classes or assignments. If classes are canceled, reasons for such cancellation shall be given. The department may request the faculty member to furnish evidence of the illness or injury causing such absence.

10.2 CLASS COVERAGE OF ILL FACULTY

A. Coverage of Classes

Qualified faculty members will cover the scheduled classes and/or assignments for faculty members absent due to illness or injury, without extra compensation, unless such absence exceeds fifteen (15) consecutive working days, Monday through Friday. Such an assignment shall not exceed five (5) working days, Monday through Friday, per faculty member without the individual's consent.

B. After Fifteen (15) Days of Illness

After a fifteen (15) consecutive working day absence due to illness or injury of faculty members, either a temporary replacement will be employed or arrangements will be made through the department with qualified faculty members to assume the extra assignments at the regular overload rate for the period required.

C. Temporary Assignment

The Department may recommend a temporary full-time faculty replacement subject to the approval of the Campus President. No temporary full-time appointment may exceed ten (10) months.

10.3 PHYSICIAN'S REPORT AFTER FIFTEEN (15) DAYS

Faculty members who are absent for a period in excess of fifteen (15) consecutive working days because of personal illness or injury shall submit a written statement from a physician to the Campus President upon return to work. Such a written statement shall attest that the absence was due to illness or injury and that the faculty member is sufficiently recovered to return to work.

10.4 BENEFIT INSURANCE PROGRAM

Should the absence due to illness or injury extend beyond a period of twenty-one (21) consecutive calendar days, faculty members shall become eligible on the twenty-second (22nd) calendar day for benefits under the Accident and Sickness Benefit Insurance Program of the existing carriers or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College.

10.5 SHORT-TERM DISABILITY INSURANCE PROGRAM

The College shall provide a short-term disability insurance program as outlined in Appendix G.

10.6 SICK LEAVE BANK

The sick leave bank of all faculty members who have such days accumulated prior to August 31, 1969, shall be frozen at the balance accumulated up to and including August 31, 1969. No additional days will be added to the bank. After fifteen (15) consecutive working days of absence due to illness or injury, faculty members with accumulated days in the sick leave bank shall use these days before entering the insurance plan described in this Article. A faculty member who is going to be absent or is absent for a period in excess of fifteen (15) consecutive working days due to illness or injury must report the illness or injury causing such absences to the Campus President, either prior to or within such fifteen (15) day period.

10.7 BEGINNING OF SICKNESS BENEFIT INSURANCE

All full-time faculty members will be covered by the Accident and Sickness Benefit Insurance Program as of the first day of the month following their hire date.

10.8 MICHIGAN WORKERS' COMPENSATION LAW

Should the employee's absence due to injury or illness be due to a situation covered under the provisions of the Michigan Workers' Compensation Law, and if the compensation benefits are less than those described in Section 10.5, only the amount necessary to equal the payments stated in Section 10.5 shall be paid under the terms of the Accident and Sickness Policy.

10.9 CONTINUANCE OF BENEFITS DURING MEDICAL LEAVE OF ABSENCE

For faculty members on the Accident and Sickness Benefits Program stated in Section 10.5 or the long-term disability as provided in Appendix G, Section 5, the insurance contracts listed in Section 14.1 shall continue in full force and the College shall contribute the entire premium, as long as the employee has requested and has received approval for taking a medical leave of absence or until such time as the employee becomes permanently disabled, at which time the employee must apply for Social Security benefits or disability retirement from the Michigan Public School Employees Retirement System. The College may reduce benefit coverage for any benefit covered by the Social Security or retirement systems.

10.10 CHILDBEARING

Any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion, will be treated the same as any other illness or injury (temporary medical disability) in regard to the use of sick leave as provided for in this Article. Such provisions shall include, but are not limited to, coverage of faculty member's scheduled classes and/or assignments (see Section 10.2), use of sick leave bank, benefits under the Accident or Sickness Benefits Insurance Program, and long-term disability insurance.

ARTICLE XI - LEAVES OF ABSENCE WITH PAY DURING INDIVIDUAL CONTRACT PERIOD

Leaves of absence with pay shall be granted by the College for absence during a faculty member's individual contract period as follows:

11.1 JURY DUTY AND WITNESS

Faculty members who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence and shall be paid at their regular salary rate. All jury duty fees and witness fees earned by faculty members shall be remitted to the College.

11.2 MILITARY

Whenever faculty members are required to participate in military training sessions or are required to serve for short periods of involuntary active duty for domestic or international emergencies, they shall be granted a leave of absence at full pay for a maximum of ten (10) consecutive working days. All military pay received by faculty members while on such leave shall be remitted to the College.

11.3 PERSONAL LEAVE DAYS

Two (2) days of personal leave per academic year will be allowed to full-time faculty members without loss of pay. In special emergency circumstances faculty members may request approval of additional personal leave through the Campus President or designee. Personal leave days are provided for legitimate business and/or family obligations which can be met only during the regularly scheduled period of assignment. Personal leave days normally shall not be granted during the first or last week of a semester or on days immediately preceding or following a holiday. Faculty members requesting a personal leave shall arrange in advance through their department for the coverage of assignments during the absence. Notice shall be forwarded to the appropriate supervisor for purposes of record only.

11.4 CLASS COVERAGE

Qualified faculty members will cover, without extra compensation, the necessary assignments for faculty members absent under the provisions of Sections 11.1, 11.2 and 11.3, unless such absence exceeds fifteen (15) consecutive working days. After a fifteen (15) consecutive working days' absence, either a temporary replacement will be employed or arrangements will be made through the department with qualified members to assume the extra assignments prorated at the overload rate for the period required. Should it be impossible, because of the size of the department or because of schedule conflicts, for the campus department to cover the assignments, the respective department on the other campuses shall be contacted and shall provide coverage if possible. If such faculty members accept such an assignment, they shall receive mileage at the rate established by the Internal Revenue Service for the additional driving involved. If the problem still exists, the College may hire a temporary replacement.

11.5 PAID RETRAINING LEAVE

A faculty member may be granted a paid retraining leave by the Chancellor if the following conditions have been satisfied:

- A. The campus department and the Administration agree to an internal-applicant-only posting at one of the campuses.
- B. The campus department and the Administration agree as to the retraining required by the faculty member.
- C. The campus department agrees to accept the faculty when the retraining is completed and the retrained faculty member agrees to accept the position.

The decision of the Chancellor shall not be subject to the grievance procedure.

A faculty member on a retraining leave shall have the percentages in Section 21.3 reduced by one-half (Fall, Winter, and Spring semesters) during any compensated retraining leave or prorated in the case of a part-time retraining leave of absence.

ARTICLE XII -- BEREAVEMENT LEAVE

12.1 REPORTING AND CLASS COVERAGE

Faculty members shall notify their department chair of a need to be absent due to bereavement. The department shall provide necessary coverage of assignments. Such absence shall be for a reasonable amount of time. The appropriate supervisor will be notified of this action.

ARTICLE XIII -- LEAVES OF ABSENCE WITHOUT PAY

13.1 QUALIFICATIONS FOR CONTINUING CONTRACT FACULTY

Faculty members on a continuing contract shall be granted a leave of absence without pay for reasons of health (physical or mental), child care or military service. Faculty members shall be eligible for an authorized leave of absence under this paragraph at any time after the effective date of their continuing contract.

13.2 PROFESSIONAL GROWTH/OTHER LEAVES

Faculty members on a continuing contract may be granted a leave of absence without pay for professional growth or such other reasons as may be approved by the College. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after the effective date of their continuing contract.

13.3 PROBATIONARY FACULTY

Faculty members on a probationary contract may be granted a leave of absence without pay for reasons of health (physical or mental), child care or military service. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after one (1) year's service with the College which immediately precedes the authorized effective date of such leave of absence.

13.4 APPLICATION

Faculty members who request a leave of absence shall make application in writing to their immediate supervisor. The application shall state the reason for the leave of absence and the length of time.

13.5 DECISIONS

The application for a leave of absence under the terms of Section 13.2 or Section 13.3 will be considered by the College on its individual merit and circumstances, and the parties agree that the determination of whether or not a request shall be granted rests solely at the discretion of the College. The application for a leave of absence under Section 13.1 will be considered by the College, and if the College determines that the reasons for said request are those as contemplated in said paragraph, the request shall be granted by the College. A request for a leave of absence shall be answered within thirty (30) days. An authorization for a leave or a denial of a request shall be in writing. If requested by the faculty member, reasons for a denial shall be given in writing.

13.6 EXTENSIONS

A leave of absence under the terms of this article shall not exceed the time specified in the authorization but shall in no event exceed one (1) year.

Upon request, such leaves may be extended at the sole discretion of the College. An authorization of extension shall be in writing.

13.7 CANCELLATIONS

If faculty members accept full-time employment during an authorized leave of absence, the authorized leave may be canceled and said faculty members shall be considered to have voluntarily terminated their employment and any rights to employment that may have existed. This provision may be waived at the discretion of the Board of Trustees upon recommendation of the Chancellor.

13.8 STEP ON RETURN

For the year faculty members are on leave, they shall be interpreted as having been assigned to the step on the salary schedule to which they were entitled had they not gone on leave. Upon return from such approved leave of absence, faculty members shall be placed on the step on the salary schedule nearest to, but not less than, the salary as determined in sentence one (1) above. No faculty member shall receive the salary adjustment associated with the period of service during which the leave occurred.

13.9 FEDERAL LAWS

The provisions of this article shall be subject to all applicable Federal Laws now in force or as amended relating to the rights of returning veterans.

13.10 CHILDBEARING LEAVE OF ABSENCE

A childbearing leave of absence without pay and benefits, except as provided in Section 10.9, shall be granted to a faculty member for the purpose of childbearing as follows:

- A. A faculty member who is pregnant shall be granted, upon request, a leave to begin at any time between the commencement of her pregnancy and the time a child is born to her. Said faculty member shall notify the College in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notification a physician's statement certifying her pregnancy. A faculty member who is pregnant may continue in active employment as late

into pregnancy as she desires provided that she determines that she is physically able and her physician determines that she is medically able. All, or a portion of a leave taken by a faculty member because of the medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave, as provided for in Article X. A childbearing leave of absence shall continue for no longer than one (1) year from commencement of said leave.

B. A faculty member who is granted a childbearing leave of absence shall have the following reemployment rights:

1. If a faculty member notified the College of her desire to return to active employment after a leave that has been charged entirely to the sick leave provisions of Article X, in accordance with the provisions above, said faculty member shall immediately be assigned to the same position she held at the time the leave commenced.
2. If a faculty member notified the College of her desire to return to active employment within sixty (60) days after commencement of said childbearing leave of absence, she shall be assigned, at the beginning of the next semester, to the same position that she held at the time the leave commenced.
3. If a faculty member notified the College of her desire to return to active employment after the expiration of the aforementioned sixty (60) day period, but prior to the expiration of the leave, and the leave has not been entirely charged to sick leave, said faculty member shall be assigned at the beginning of the next semester.

13.11 CHILD CARE LEAVE OF ABSENCE

A child care leave of absence without pay and benefits may be granted to a faculty member for the purpose of caring for a newborn child or an adopted child under the age of five (5) years. Such leave may commence any time from the birth of the child, or the date custody is obtained, and shall continue for no longer than one (1) year unless said leave terminates during a college semester; in which case, the faculty member will continue the leave until commencement of the next college semester.

Said faculty member shall notify the College in writing of the desire to take such leave and, except in case of emergency, shall give the notice at least thirty (30) days prior to the date on which the leave is to begin. The faculty member shall include with such notification either a copy of the birth certificate or a copy of the adoption papers, whichever is applicable.

A bargaining unit member may, with the approval of the department and supervisor, take a half-time contract for a period of time not to exceed one year. The bargaining unit member shall pay twenty-five percent (25%) of their benefits cost for the period of the leave.

13.12 FAMILY CARE LEAVE OF ABSENCE

A family care leave of absence without pay and benefits may be granted to a faculty member for the purpose of caring for a seriously ill family member. Such leave must be at least thirty (30) days in duration and may be for a total period of up to twelve (12) months within a two-year period, unless said leave terminates during a College semester; in which case the faculty member will continue the leave until commencement of the next College semester. The duration of a family care leave may be reduced on a case by case basis subject to the approval of the Campus President.

For the purpose of this family care leave, "family member" shall mean:

Spouse;

Any fully dependent child under nineteen (19) years of age [or age twenty-three (23), if a full-time student], or an unmarried child of any age who is incapable of self support or physically or mentally handicapped and fully dependent on the employee;

Biological or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the College.

Said faculty member shall notify the College in writing of the desire to take a family care leave and, except in case of emergency, shall give notice of at least thirty (30) days prior to the date on which the family care leave is to begin. The faculty member shall include with such notification documentation verifying the need for a family care leave. A faculty member may make arrangements to pay for continuation of benefits within the guidelines of Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE XIV -- GROUP INSURANCE AND RETIREMENT

14.1 INSURANCE PLANS

The College will furnish to all faculty members the insurance protection listed in Appendix G. Full-time faculty members shall be eligible to participate in these insurance plans upon commencement of their faculty contract. Coverage begins the first day of the month following commencement of employment. The College shall contribute the entire premium for these insurance programs, unless otherwise noted in Appendix G.

14.2 ACCIDENT INSURANCE

The College will continue in force for the duration of this contract its present Accident Insurance Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice.

Full-time faculty members shall be eligible to participate voluntarily in this plan and shall contribute the total premium through payroll deduction for the coverage elected.

14.3 TAX DEFERRED ANNUITY

The College shall make available to all full-time faculty a salary reduction plan with the Teachers Insurance Annuity Association - College Retirement Equities Fund (TIAA-CREF) and other mutually agreed upon carriers. Contributions shall be made biweekly in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder (see Appendix G).

14.4 MICHIGAN RETIREMENT SYSTEM

The College is limited by law to the Michigan Retirement System. In the event that the law is changed during the term of this contract and it permits a faculty member the option of the

retirement fund to which a contribution may be made, the College and OCCFA shall negotiate the implementation of the method of choosing the retirement system under such legislation. The amount of the contributions to the optional retirement funds shall be negotiated (see Appendix G).

14.5 RETIRED FACULTY COMPENSATION

A faculty member who retires under the provisions of the Michigan Public School Employees Retirement System and is hired as an adjunct faculty member shall be paid at the maximum overload rate.

ARTICLE XV -- GRIEVANCE PROCEDURE

15.1 DEFINITION

The term "complaint" is used in the informal steps of the grievance procedure.

The term "grievance," as used herein, shall be interpreted as a claim based upon an event or condition that affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning, or application of any of the provisions of this Agreement.

Complaints and grievances may be initiated by any faculty member, group of faculty members, or OCCFA in accordance with Section 15.4.

Faculty members may elect to have a faculty representative of OCCFA with them at any stage of the grievance procedure, or they may choose to process the complaint and have it fully adjusted without the intervention of OCCFA, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

In the event that faculty members have a group complaint, it shall be sufficient if one member presents the complaint on behalf of all similarly affected faculty members provided that the initial statement of grievance include the items required in Step 3, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance. In order to be submitted as a group grievance, the relevant facts and the contract provisions alleged to have been violated must be the same for each and every member of the group.

15.2 RETALIATION PROHIBITION

No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, initiate or participate in a complaint or grievance.

15.3 TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the appropriate parties.

15.4 STEPS IN GRIEVING

Any grievance shall be presented through the following procedure:

Step 1: Faculty members shall discuss complaints informally with their department and with their immediate supervisor.

Step 2: If not resolved at Step 1, faculty members shall present an informal, written complaint to the Campus President or designee, within thirty (30) working days after the event or occurrence.

The Campus President or designee shall meet with the faculty members and respond, in writing, within ten (10) working days.

Step 3: In the event faculty members are not satisfied with the response at Step 2, the OCCFA campus chairperson will file a request for a grievance with the OCCFA Grievance Committee, within six (6) working days of receiving the response. Within twenty (20) working days, the OCCFA Grievance Committee shall recommend to the OCCFA Council if a grievance should be filed at the Chancellor's level. If the decision is to file a grievance at the Chancellor's level, it shall be filed within thirty (30) working days of receiving the response at Step 2.

The Statement of Grievance shall include:

- a. The name of the aggrieved party or parties;
- b. A statement of the facts giving rise to the grievance;
- c. Identification of all provisions of this Agreement alleged to be violated;
- d. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence;
- e. The date of the initial submission of the complaint in writing;
- f. Remedy or correction requested;
- g. A grievance number assigned by OCCFA;
- h. The signature of the OCCFA grievance representative.

The Chancellor, or designee, shall meet with the OCCFA grievance representative(s) within fifteen (15) working days of receipt of the grievance and render a decision, in writing, within six (6) working days of the grievance hearing.

Step 4: In the event there is no resolution at the Chancellor's level, OCCFA may appeal the matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within twenty (20) working days after the hearing is completed in Step 3. The arbitrator shall render a decision, in writing, within thirty (30) working days after the conclusion of the hearing. It shall be final and binding on OCCFA, its members, the faculty member or members involved, and the College.

The fees and expenses of the arbitrator shall be paid by the party losing the grievance as determined by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

15.5 POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, who shall be empowered except as limited herein, after due investigation, to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The arbitrator may not change the salary schedule provided as a part of this Agreement nor establish any new salary schedule.
- C. The arbitrator shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement and shall not substitute personal judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor OCCFA shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of the Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of Michigan.

15.6 FAILURE TO RENDER A DECISION

Failure to render a response or decision at any step of this procedure within the specified time limits shall permit the appropriate party to proceed to the next step.

15.7 FAILURE TO APPEAL

Failure of the appropriate party to appeal a response or decision at any step within the specified time shall constitute a withdrawal of the complaint or grievance. Any step of the grievance procedure may be waived with the written consent of the College and the appropriate party.

15.8 OBJECTIONS TO DISCHARGE

Objections to discharge of a faculty member shall be handled through the provisions of Article VI, Discharge and Demotion, and shall not be the subject of a grievance filed under the grievance procedure.

ARTICLE XVI -- COMMUNITY EDUCATION

16.1 OFF-CAMPUS EDUCATION

The College service area is divided into four geographical regions: northwest, northeast, southwest, and southeast. The off-campus credit course offerings included in the off-campus programs will be academically coordinated as follows:

- Northeast - Auburn Hills Campus
- Northwest - Highland Lakes Campus
- Southwest - Orchard Ridge Campus
- Southeast - Royal Oak and Southfield Campus

16.2 CAMPUS DEPARTMENTAL GOVERNANCE

Courses offered for Oakland Community College credit, off-campus, as established in Section 16.1 shall be governed by the appropriate campus department under the provisions of Section 2.1, Subsections A and E.

16.3 POSTING OF OVERLOAD ASSIGNMENTS

The College Human Resources Department shall make available to all full-time faculty the Schedule of Classes, upon its publication, and the form necessary to apply for overload sections.

16.4 FULL-TIME FACULTY REQUEST

Applications for overload sections must be submitted to the appropriate department with a copy to the dean at least thirty (30) calendar days prior to the first day of class for that semester or session.

16.5 PREFERENCE FOR FULL-TIME FACULTY

Full-time faculty members shall have preference for one course section if they are approved by the campus department that is academically coordinating the section. However, if their first course section selection does not materialize, they shall have preference for a second course section for which they are qualified within the same academically coordinated region until the first meeting of the class. When it is necessary to consolidate course sections, full-time faculty shall have preference in teaching the consolidated course section.

16.6 NEW CENTERS TO BE COORDINATED BY A CAMPUS

Any new centers and/or reassigned centers shall be academically coordinated by the appropriate campus.

16.7 CONTRACT CLASSES/SERVICES

Contract classes are course sections for credit or non-credit which meet specifications set forth in a legal agreement between a client and the College. Such specifications would include, but need not be limited to-location, time and date, content, instructor, evaluation, and a list of students. Contract classes are by definition closed sections as only those included on a class roster provided by the client are allowed entry and participation. In all instances credit classes offered to clients by way of such agreements will meet the same contact hour requirements as any credit courses offered at the College and academic requisites as specified in the College Catalog. Contract services could include but need not be limited to non-class room activities such as counseling, tutoring, library services or development activities.

Faculty Assignment - Contract Classes or Services

Contract classes will use faculty mutually determined by the Administration and client as specified in the client/College agreement through which the classes and/or services are to be offered. In the event the client does not identify a individual contractor, qualified full-time college faculty will have first refusal rights to be considered for contract training assignments that are definable units within the contracted arrangement. The order of consideration will be the same as for open enrollment campus/recommended extension classes. The credentials of every instructor to teach credit hour classes will be provided to the appropriate campus dean and department, normally within one (1) week of the start date of the classes or services for review and recommendation. Unusual time constraints may require occasional exceptions. Either the dean or the department may, given one (1) week notice, evaluate/review an instructor in any contract class or service. Should a problem or concern be noted in the initial visit, a second review may occur.

16.8 CONTRACT CLASSES/SERVICES - TEMPORARY STAFF

In the event full-time faculty are unable to perform in contract classes and services, the administration may assemble contract classes/services contracts of sufficient number to hire temporary non-bargaining unit staff to teach in such classes or provide such services for the length of the contract. Such temporary full-time staff shall be limited to a number not to exceed five percent (5%) of the number of members of the bargaining unit. In all instances such staff's teaching/service load will be limited to specifically identified contracts for contract classes and

services. Temporary staff will not be members of OCCFA, nor will they have any contractual rights afforded members of that group. The temporary staff's employment at Oakland Community College shall terminate with the expiration date(s) of the contract classes/services.

A report of temporary full-time staff hired will be given to OCCFA at end of each semester.

16.9 COMPENSATION FOR CONTRACT TRAINING CLASSES

Compensation for credit and non credit contract training classes should be no less than the minimum contact hourly rate as established by the Faculty Master Agreement. Release time and/or supplemental contracts may be granted in lieu of the contract hourly rate.

ARTICLE XVII – ACADEMIC FREEDOM AND ETHICS

17.1 GUARANTEE

Academic freedom shall be guaranteed to faculty members, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, society, the physical and biological world and any other branches of knowledge, subject only to accepted standards of professional educational responsibility.

17.2 AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The faculty adopts the statement on Ethics from the American Association of University Professors set forth in Appendix C hereto and shall encourage all faculty to adhere to the statements contained therein.

17.3 INSTRUCTIONAL FUNCTION

All faculty shall have the primary contractual obligation to teach their courses consistent with the course content described in the College Catalog. Furthermore, faculty members shall have the responsibility to provide each student, in writing by the second class meeting of each semester or term, a course syllabus that includes but is not limited to intended course goals, grading standards and practices, and a tentative schedule of assignments and tests.

17.4 COLLEGEWIDE COORDINATION

Faculty shall meet with their respective disciplines collegewide to:

- Coordinate courses with limited enrollment, courses offered infrequently, upper level classes and classes required for graduation;
- Discuss textbook selection. Disciplines are responsible for selecting a single text for same-text sequential courses. However, exceptions may be made upon the recommendation of the discipline subject to the written approval of the Vice Chancellor for Academic and Student Affairs. Requests for exception must be submitted in writing to the Vice Chancellor for Academic and Student Services at least six (6) weeks prior to the beginning of the semester;
- Discuss other matters that would enhance the quality of instruction or service;
- Consider and respond to matters proposed by the appropriate academic administrators.

For the above discipline purposes, the College shall schedule one meeting during Fall semester and one meeting during Winter on a Friday afternoon at which faculty attendance will be required.

Each collegewide discipline shall hold additional meetings, as necessary, to conduct its business.

17.5 CONFLICT OF INTEREST

All faculty members will honor the Statement of Ethics from the American Association of University Professors and Board policy regarding conflict of interest. Moreover, faculty members who are members of the State Bar of Michigan, will not engage in any business related activities for personal, pecuniary gain or on a pro bono basis that conflict with, undermine, or are harmful to the financial interest of the College.

ARTICLE XVIII -- FACULTY RELATIONS COMMITTEE

18.1 COMPOSITION OF COMMITTEE

A Faculty Relations Committee shall consist of the Chancellor and/or the Chancellor's designee(s), and faculty members selected by OCCFA.

18.2 MEETINGS

The Faculty Relations Committee shall meet as necessary.

18.3 LIAISON ORGANIZATION

The Committee shall act as a continuing liaison organization between the faculty and the Administration to consider problems or potential problems resulting from the application of the Master Agreement.

18.4 FUNCTION OF THE COMMITTEE

The Committee shall have no power to change the Agreement, nor shall it serve in any way as a policy making or recommending body. No formal motions or actions will be considered, nor shall any official meeting records be kept.

ARTICLE XIX - VACANCIES

19.1 INITIAL EMPLOYMENT

The College shall employ faculty members as it deems necessary to carry out the instructional program of the College in accordance with the qualifications as set forth in Appendix A.

19.2 REPLACEMENT

As need for faculty occurs, a posting may be requested by a department through the appropriate supervisor or by the Administration.

19.3 INTERNAL POSTING

The College shall post all faculty positions, available within the College, through the Human Resources Department to all campus departments and in conspicuous locations throughout the College. The exact language of the posting is subject to the approval of the campus department, Campus Dean and the Human Resources Department. When a position is posted, it will list the discipline, disciplines, and/or courses within a discipline it is anticipated the faculty member will teach or area in which the faculty member will work. College faculty members shall be given preference for any assignments for which they are qualified. No recommendation shall be made by the Human Resources Department until seven (7) working days after the posting of said position.

19.4 INTERNAL APPLICANT

If there are internal faculty applicants, and if, in the opinion of the campus department wherein the vacancy occurs, such faculty members are qualified on the basis of training and experience, they shall be so transferred, subject to the Chancellor's approval. Such a transfer shall not jeopardize an on-going program within the campus department from which the transfer occurs. In the event there are no internal faculty applicants, priority will be granted to OCC Administrators who satisfy the qualification requirements as defined in Appendix A.

19.5 PROCEDURE - INTERNAL

In the event there are no qualified internal applicants for posted vacancies, the Administration may require the departments, which have for the two preceding regular sessions had a faculty member reassigned under Section 2.10 in the disciplines of the posted vacancies, to submit a list of two (2) or more applicants. If the department has not provided a list of two (2) or more applicants within ten (10) working days of notification by the Administration, the Administration may then submit a list of two (2) applicants from the discipline within those departments.

If the above paragraph has been implemented and this does not fill the position and no other qualified full-time faculty have applied, the Administration shall have the right to transfer qualified faculty if both of the following conditions have been met.

1. The receiving department had a minimum of 20 ICHs that were taught by the departing faculty and adjunct faculty in each of the preceding Fall and Winter sessions.
2. If at least one campus in the same discipline was under eighty-five percent (85%) productive in the preceding academic year (Fall, Winter, Spring).

If the only faculty member in a campus discipline leaves and 19.4 has been implemented and this does not fill the position and no other qualified full-time faculty have applied, the Administration shall have the right to transfer qualified faculty if at least one campus in the same discipline was under eighty-five percent (85%) productive in the preceding academic year (Fall, Winter, Spring).

The faculty member from that discipline with the lowest seniority within the bargaining unit from the same campus discipline under eighty-five percent (85%) productive shall be the designated individual to be transferred.

For the purpose of this section, campus discipline productivity will be determined by dividing the total SCHs for Fall, Winter, Spring in that discipline by the total full-time equated faculty members (total ICHs divided by 30) teaching those SCHs.

19.6 EXTERNAL POSTING

If the vacancy is not filled through the provisions of Section 19.4 or 19.5, the vacancy shall be posted externally. The exact language of the posting is subject to the approval of the campus department, Campus Dean, and the Human Resources Department.

The appropriate campus department shall form a screening committee. In forming the screening committee, the department shall observe these principles:

The committee shall be composed of members of the same discipline as the vacancy whenever numbers permit.

The committee shall include a member of the discipline from each campus that has full-time faculty in the discipline.

The department may name a majority of the committee from its own membership.

Any committee which is not wholly composed of members of the same discipline as the vacancy shall be approved in advance by an appropriate campus administrator.

When faculty members are being hired in the same discipline on more than one campus, committees shall jointly screen and interview.

The screening committee shall screen, interview, and evaluate all qualified applicants, including those suggested by the Campus President or the Chancellor and, within a reasonable time after the expiration of the posting, recommend three candidates ranked in order of the committee's preference to the department. The department shall recommend three candidates in order of preference to the campus supervisor designated by the Campus President. No qualified applicants may be excluded by the submission of fewer than three names. The screening committee's recommendations shall also be forwarded. Together with its recommendations, the department shall provide the reason for its total recommendation and submit folders containing all interview and evaluation data and records of all candidates considered.

Should the supervisor disagree with the recommendations of the department, the supervisor and the department shall, within five (5) working days, meet in an attempt to resolve their differences. If the matter is not resolved at said meeting, it shall be referred to the Chancellor by the Administration within five (5) working days. If the Chancellor does not approve one of the recommendations of the department, the Chancellor shall, within fifteen (15) working days, state the reason(s) in writing and request the department to submit a different recommendation. Within five (5) working days the department must respond to the request. Upon agreement of the campus department and the Campus President, the recommendation shall be submitted to the Board of Trustees through the Chancellor.

ARTICLE XX -- FINANCIAL RESPONSIBILITY

20.1 CONDITION OF CONTINUED EMPLOYMENT

Proper negotiations and the administration of collective bargaining entail expenses that are appropriately shared by all faculty members who are the beneficiaries of such agreements. Thus, in the event a faculty member shall not join OCCFA or execute an authorization for full dues and assessments deduction, such faculty member shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the full dues and assessments uniformly required by the member of OCCFA which sum shall be forwarded to the OCCFA treasurer. In the event such authorization is not signed in a period of thirty (30) days following the commencement of the contract of the faculty member, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such faculty member shall be discontinued as of the end of the current individual contract, unless said dues are paid by November 1. Such faculty member shall be notified of the possibility of termination of services immediately upon the expiration of the thirty (30) day period mentioned above.

20.2 DEDUCTING DUES

Full-time faculty members, within thirty (30) days following the commencement of their contract, will either remit the total membership dues or non-member fees directly to OCCFA or have the total membership dues or non-member fees deducted from their pay by the College. Faculty members will complete and return to the OCCFA Treasurer an "OCCFA Membership Form" (Appendix H) indicating membership or non-membership and method of payment (cash or payroll deduction). If OCCFA notifies the College by the first day of any month, the College shall begin deductions with the second pay period of that month. No changes other than correction of errors in the amount of the dues to be deducted shall be made thereafter.

20.3 AUTHORIZATION OF TERMINATION OF DEDUCTION OF DUES

The Payroll Deduction Form shall become effective upon receipt of notification from OCCFA by the Controller and shall remain in effect. However, faculty members may cancel and terminate their dues deduction by notice in writing to that effect on the form as set forth in Appendix H of this Agreement and filed with the Treasurer of OCCFA not more than fifteen (15) days prior to the earliest occurrence of the following:

- a. The stated expiration date of this Agreement;
- b. The date of termination of employment with the College as a full-time faculty member.

The College shall cease to make dues or non-membership fee deductions for said faculty member, commencing thirty (30) calendar days after receipt of said revocation by OCCFA.

20.4 DATE OF DEDUCTIONS

All sums deducted by the College shall be remitted to the Treasurer of OCCFA by the third (3rd) working day following the pay period in which the deductions were made, together with a list of names and the amount deducted for each faculty member for whom a deduction was made.

20.5 OCCFA'S RESPONSIBILITY

The College shall not be liable to OCCFA for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member. OCCFA shall indemnify and hold the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article XXI or in the reliance on any list, notice, certification, authorization or revocation furnished hereunder.

ARTICLE XXI -- OVERLOADS

21.1 CONSENT OF FACULTY MEMBER

No load in excess of the maximums established in Article II shall be assigned without prior consent of the faculty member.

21.2 SCH OVERLOAD RATE

If full-time faculty members teach SCHs as overload in excess of those comprising their maximum session SCH (See Section 2.1, Subsections E and I) load, their pay rate per SCH will be as shown in Appendix E, Column 2. However, faculty members shall not receive overload pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

21.3 MAXIMUM ADDITIONAL COMPENSATION

No faculty members shall be paid additional compensation (including but not limited to overload, extension, supplemental contract, department chairperson stipend, and coaching contracts) for the

semester in excess of:

Base Load	Fall Semester	Winter Semester	Spring Semester	Summer Semester	Annual
<u>ICH</u>	<u>Percent Cap</u>	<u>Percent Cap</u>	<u>Percent Cap</u>	<u>Percent Cap</u>	<u>Percent Cap</u>
15-15	17	17	16	16	60
12-12-6	20	20	10	16	60

of their ten-month salary in Appendix E, Column 1.

Faculty members may teach no more than forty (40) credit hours of overload in any contract year.

21.4 RATE FOR WORKING VACATION DAYS FOR COUNSELORS, LIBRARIANS, AND IIC FACULTY

Should faculty members whose maximum load is defined as thirty (30) hours per week work in excess of that maximum or on a day defined as a normal vacation day for teaching faculty, they shall be compensated for that excess time at an hourly rate provided in Appendix E. Such excess hours must have the prior approval of the Campus President.

21.5 REPORT OF OVERLOAD PAYMENT

A written report of the computation of overload payments shall be provided to the faculty member.

21.6 OVERLOAD PAYMENT PERIOD

Overload payments shall commence no later than the third pay period of the session and be paid biweekly over the remaining pay periods of the session. For the purpose of this article, the session begins on the first day of instruction as defined in Appendix D.

21.7 PARTIAL OVERLOAD COMPENSATION

Full-time faculty with less than a full SCH load, who have students added into their classes in excess of the thirty-five (35) students for group A and twenty-five (25) for group B up to the maximum 37 - 27 respectively, shall receive appropriate overload compensation for the students added. This payment would occur only where overload is not otherwise being paid. This article does not apply to classes with load limits as established by Section 2.1, Subsection J.

21.8 APPLICATION FOR OVERLOAD ASSIGNMENT

When the schedule of classes is available, the College Human Resources Department shall make available to all full-time faculty, the Schedule of Classes, the form necessary to apply for overload sections, and a schedule of deadline dates for the semester or session.

The following procedure applies to all sections other than those with the faculty member's name printed in the Schedule of Classes, even those within the faculty member's own department:

- A. Applications for overload assignments must be submitted to the dean with a copy to the affected department at least thirty (30) calendar days prior to the first day of classes for that semester or session.
- B. Departments must submit their staffing recommendations of full-time college staff to the appropriate dean within one week after the application deadline. The deans in turn must notify in writing the full-time college staff of the decisions within one week after receipt of the department's recommendations.

- C. The faculty member shall notify in writing the appropriate campus department and dean of acceptance or rejection of this assignment within one week after receipt of the dean's notification. Failure of the faculty member to submit acceptance within the time lines will constitute withdrawal of the application. Acceptance shall commit the faculty member to teach the section unless it is canceled or unless otherwise agreed to among the faculty member, the department and the immediate supervisor.
- D. For overload hours available in Counseling, Libraries, and IICs, the following procedure shall apply:
 - 1. The department chair and dean shall respectively notify their counterparts at other campuses of the overload opportunity as soon as possible when the opportunity becomes known.
 - 2. The deans and department chairs receiving notification shall make the information known to Counselors, Librarians, and IIC faculty at their campuses.
 - 3. It shall be the responsibility of Counselors, Librarians, and IIC faculty to make the offering campus department chair or dean aware of their interest in accepting the overload hours in accordance with the time limits specified in the offering.

21.9 EQUITY AND ACCESS TO OVERLOAD

- A. To assure equitable access to overload, faculty members may reserve no more than two (2) sections in Fall, two (2) in Winter, and one (1) in Spring above their regular designated load. These reserved sections shall be indicated by an "R" at the time schedules are submitted.
- B. If teaching faculty members had been assigned an overload section and at the end of the Regular Registration one section was canceled and they do not have one overload section, the faculty members may request of the immediate supervisor before the first day of instruction begins, as defined in Appendix D, that Equity and Overload, Section 21.9, Subsection C, be implemented.
- C. Faculty members shall be assigned a section for which they are qualified using the following procedure:
 - 1. Have their department assign a section(s) for which they are qualified according to that department, and which is not already assigned to another faculty member.
 - 2. Have another campus department on another campus, in the same discipline, assign a section(s) for which they are qualified, according to that department, and which is not already assigned to another faculty member.
 - 3. Have another campus department on their own campus assign a section(s) for which they are qualified according to that department, and which is not already assigned to another faculty member.
 - 4. Have another campus department on another campus assign a section(s) for which they are qualified according to that department, and which is not already assigned to another faculty member.

5. Have their department assign a section(s) for which they are qualified according to that department, and which is not already part of another faculty member's designated or reserved sections.
6. Have another campus department on another campus, in the same discipline, assign a section(s) for which they are qualified, according to that department, and which is not already a part of another faculty member's designated or reserved sections.
7. Have another campus department on their own campus assign a section(s) for which they are qualified according to that department, and which is not already a part of another faculty member's designated or reserved sections.
8. Have another campus department on another campus assign a section(s) for which they are qualified according to that department, and which is not already a part of another faculty member's designated or reserved sections.

21.10 MINIMUM OVERLOAD RATE FOR TEACHING FULL-TIME FACULTY

Those teaching faculty who elect to teach more than their base load in any session shall receive \$460 per ICH or the maximum ICH rate paid to adjunct faculty, whichever is greater, for those ICHs in excess of their base load.

ARTICLE XXII -- SALARIES

22.1 COMPUTATION OF FACULTY SALARIES

Each faculty member under contract to the College in the previous contract year shall move up one step for the following contract year. Those at Step 15 shall remain at Step 15.

22.2 SUMMER SCHOOL PAY

A. Full-Time Teaching Faculty

Full-time teaching faculty members employed to instruct during the Summer session shall be paid on a SCH basis. The SCH rate shall be determined by the faculty member's step in the salary schedule included in Appendix E, Columns 2 and 3.

However, a faculty member shall not receive Summer pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

B. Counselors, Librarians and IIC Faculty

Faculty members employed as Counselors, Librarians, and IIC faculty during the Summer session on an overload basis will be paid on an hourly basis as specified in Appendix E, Column 4.

C. Summer Sections With Fewer Than 15 Students

A faculty member may teach a Summer session section with fewer than fifteen (15) students.

D. Summer Payment Period

Summer session pay will be divided into payments distributed over the payroll schedule through the end of August.

22.3 SALARY SCHEDULE PART OF CONTRACT

The College shall issue individual contracts only at steps included in the salary schedule. The salary schedule provided in Appendix E shall be considered as part of this contract.

22.4 LOAD REDUCTION

Faculty members, with the approval of the department and the Administration, shall be able to reduce their full-time regular load up to a maximum of twenty-five percent (25%). Their salary shall be reduced proportionately. Faculty members approved for this option shall not be allowed to teach overload. Determination of such reductions shall be made either on a semester by semester basis or yearly basis.

ARTICLE XXIII - RIGHTS OF THE BOARD OF TRUSTEES

23.1 CONFERRED BY LAWS OF THE STATE OF MICHIGAN

The Board of Trustees, on its own behalf and on behalf of the electors of the College District, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

23.2 LIMITED BY TERMS OF THE AGREEMENT

The exercise of these rights, powers, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

24.1 FACULTY STATUS FOR ADMINISTRATORS

The Board of Trustees, upon recommendation of the College Chancellor may grant faculty status to administrators who are being assigned to faculty status through the provisions of Article III and Appendix A. Administrators, other than College Officers, who have not taught a minimum of twelve (12) credit hours at Oakland Community College shall be employed on a probationary basis pursuant to Section 3.2.

24.2 PROFESSIONAL EXPERIENCE OF ADMINISTRATORS BEING ASSIGNED TO FACULTY

Credit for professional experience may be granted to administrators for the purpose of placement at a step on the salary schedule but not for the purpose of determining faculty seniority.

24.3 ADMINISTRATORS ASSIGNED TO DEPARTMENTS

An administrator assigned to faculty status shall be assigned to a campus department through the provisions in Section 3.2. When such assignment is necessary, no existing faculty shall be laid off or displaced.

24.4 APPENDICES THAT ARE PART OF THE AGREEMENT

Appendices A, B, C, D, E, F, G, H, I, J, K, L and M attached hereto are considered to be part of this Agreement and shall have equal effect as though they appeared in the body of this Agreement.

24.5 STUDENT PERSONNEL SERVICES AREA

- A. Faculty in the Student Personnel Services Area may be assigned as educational counselors.
- B. The professional staff assigned to this area shall hold the title of counselor with faculty status and shall possess at minimum a master's degree in educational counseling or in a related area. The work assignment for educational counselors will be to provide direct services in educational, career, and personal/social counseling. Services will be provided in accordance

with the Code of Ethics as established by the American Association for Counseling and Development. Counselors may be involved in student assessment programs, orientation programs, academic advisement, teaching courses offered through the counseling department, administering and interpreting tests deemed necessary to assist individuals in the attainment of their educational/career goals, providing college transfer information and career information, engaging in consultation with various campus and college units, conducting studies on student characteristics, and providing outreach programs such as liaison with schools and other appropriate external agencies for both the College and community at-large.

24.6 BUDGET COUNCILS

A. Campus Budget Council

Each Campus Budget Council shall consist of four (4) administrators and five (5) faculty members who are department chairs elected by a majority vote on written ballot by the campus department chairs.

B. College Budget Council

The College Budget Council shall consist of four (4) administrators and four (4) faculty members (one [1] faculty member from each campus). Faculty members in the Council shall be elected from their respective campuses.

ARTICLE XXV -- SEPARABILITY AND SAVINGS CLAUSES

25.1 INVALIDITY OF PART OF THE AGREEMENT

If any provision(s) of this Agreement or any schedule attached should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or schedule should be restrained by such tribunal pending and in the final determination as to its validity, the remainder of this Agreement and of any schedules thereto, or the application of such provisions or schedules to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

25.2 REPLACEMENT OF INVALID PART OF AGREEMENT

In the event that any provision or schedule is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of OCCFA and/or the College, for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

ARTICLE XXVI -- WAIVER

26.1 WAIVER TO FURTHER BARGAIN THESE AND OTHER ITEMS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and OCCFA, for the life of this Agreement, each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically covered or referred to in this

Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVII -- TERM OF AGREEMENT

27.1 DATES INVOLVED IN AGREEMENT

This Agreement shall become of full force and effect on September 1, 1996, and shall continue without amendment or modification through August 31, 1999.

27.2 NEGOTIATIONS FOR FOLLOWING YEAR


At any time subsequent to April 1, 1999, either party hereto may give written notice if it desires to negotiate a new Agreement for the following years, and meetings shall commence no later than thirty (30) days following delivery of such written notice provided, however, that nothing in this paragraph shall be construed to require the College to commit an unfair labor practice or otherwise violate the law by an improper recognition of or support or assistance to OCCFA.

OAKLAND COMMUNITY COLLEGE
FACULTY ASSOCIATION


Charles H. Neumann
President

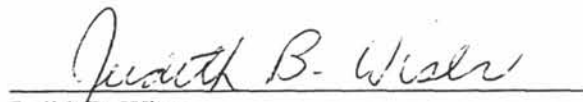

Mary O. Ston
Chief Negotiator


David P. Adams
Negotiator

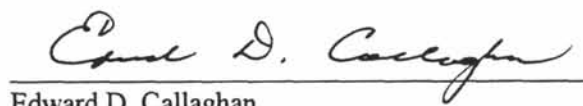

Dennis R. Bartleman
Negotiator


Christian C. Noordhoorn
Negotiator


OAKLAND COMMUNITY
COLLEGE


Judith B. Wiser
Chairperson, Board of Trustees


Richard T. Thompson
Chancellor


Edward D. Callaghan
Vice Chancellor, Human Resources Department/
College Communications


Clarence E. Brantley
Vice Chancellor, Administrative Services


George F. Keith
President, Orchard Ridge Campus

OAKLAND COMMUNITY COLLEGE
APPENDIX A
MINIMUM QUALIFICATION STANDARDS

- A. For the purpose of defining minimum qualifications, disciplines are sorted into two (2) categories. These are as shown in the category listings which follow in this appendix.

As new disciplines emerge which are not already categorized, the bargaining teams shall meet to categorize them.

- B. In all cases where accreditation, regulatory, and/or vocational certification standards exist, an individual, in order to be qualified, must satisfy these standards in order to be hired and maintain that satisfaction of the standard(s) in order to continue in employment.
- C. The primary standard for employment as a full-time faculty member in a Category One discipline shall be a master's degree, or higher degree, or equivalent, in the discipline.

For purposes of this primary standard, the concept of equivalency is provided solely to accommodate differences in degree nomenclature. No degree shall be determined to be equivalent unless it includes at least eighteen (18) graduate semester credit hours in the discipline from an accredited institution granting the master's degree in that discipline.

1. An alternative to the primary standard for Category One disciplines shall be available to incumbent full-time faculty seeking to transfer from their current discipline to a different Category One discipline.

If incumbent full-time faculty members possess a master's degree in any discipline and also possess eighteen (18) graduate semester credit hours in the discipline to which they desire to transfer from an accredited institution granting a master's degree in that discipline, that shall be deemed equivalent to a master's degree in that discipline.

2. An alternative to the primary standard for Category One disciplines may be available, if posted in accordance with Article XIX of this Agreement.

An individual may be judged qualified to teach a subset of courses within a discipline if that person possesses a master's degree in the subject matter of the subset of courses and would be qualified under the primary standard but for the sole fact of Oakland Community College's discipline label, e.g. reading courses within the English discipline.

3. Incumbent full-time faculty members may teach individual courses in a Category One discipline different from their currently assigned discipline if they satisfy the primary standard or either of the alternative standards.
- D. The primary standard for employment as full-time faculty members in a Category Two discipline shall be a master's degree, or higher degree, or equivalent, in the discipline and two years of recent work experience in the academic area.

For purposes of this primary standard, the concept of equivalency is provided solely to accommodate differences in degree nomenclature. No degree shall be determined to be equivalent unless it includes

eighteen (18) graduate semester credit hours in the discipline from an accredited institution granting a master's degree in that discipline.

In addition, degrees in the following majors will also be accepted for the following disciplines:

<u>Discipline</u>	<u>Acceptable Alternative Majors</u>
AVM	Communications, Journalism, Communication Arts, or Instructional Technology
BIS	Business Education, Business Information Systems
CER	Fine Arts or Art Education
CIS	Computer Science, Business, Engineering, Math
COM	Communications or Broadcasting
DEN	As accepted by accrediting agency
DHY	As accepted by accrediting agency
DMS	As accepted by accrediting agency
DSB	Criminology, Public Administration or Law Enforcement
EMT	As accepted by accrediting agency
EXL	Health Education or Health & Recreation
FLT	Aviation, Aeronautics or Business
FST	Business, Hospitality, Food Management, Hotel Management or Nutrition
GCA/GRA	Commercial Art, Design, Fine Arts, Art Education
HCA	Business, Health Care Administration or Health Care
HEA	Science or Nutrition
HPT	As accepted by accrediting agency
JOR	Journalism/Communications
LST	Landscape/Forestry or Biology/Botany
MDA	As accepted by accrediting agency
MED	As accepted by accrediting agency
MUS	Music Education or Music

PHO	Art/Photography
PLS	Criminology/Public Administration or Police Science
PNE	As accepted by accrediting agency
RAD	As accepted by accrediting agency
RES	Business or Real Estate
RSP	As accepted by accrediting agency
SLS	Any master's degree with appropriate certification
IND	Industrial Education, Vocational Education, Engineering or Technology
THE	Theatre or Fine Arts
WOD	Fine Arts, Industrial Education, Technology, Art Education

1. As an alternative to the primary standard for Category Two disciplines, faculty members may qualify for initial appointment or transfer into a discipline from their current discipline to a different Category Two discipline by substituting:
 - a. a bachelor's degree in the discipline and five years of recent work experience in the area; or
 - b. an associate's degree in the discipline and eight years of recent work experience in the area; or
 - c. eleven years of recent work experience in the area.

2. As an alternative to the primary standard for Category Two disciplines, incumbent faculty members may qualify to transfer into a different area if they possess a master's degree in one of the following majors and the required two years' experience, or a bachelor's degree in one of the following majors and the required five years' experience:
 - Engineering;
 - Vocational Education;
 - Industrial Education;
 - Industrial Arts;

and, eighteen (18) semester credit hours in the area from a baccalaureate or graduate degree granting institution if regionally available. If not regionally available, then an associate's degree in the area is acceptable.

For purposes of this alternative standard only, "Area" shall mean:

Automotive-related, to include: ATA, AUT, DHE, TEA

Drafting, to include: ADT, ARC, CAD, DRT, IPD, APD, TED

Electronics, to include: ECT, ELT, ETT

Manufacturing 1, to include: ATF, ATM, ATW, TEW, APP, APS

Manufacturing 2, to include: ATF, ATM, CIM, MEC, QAT, ROB

AET, standing alone.
TER, standing alone.
APT, standing alone.
TEO, standing alone.
VBT, standing alone.

Math, to include: APM, TEM

3. Incumbent full-time faculty members may teach courses in a Category Two discipline different from their currently assigned discipline if they satisfy the primary standard or either of the alternative standards.
- E. The establishment of the above minimum qualifications shall not exclude faculty who have previously taught classes or worked in Counseling, Libraries, and IICs prior to September 1, 1992, on a particular campus from teaching those classes or working in the future at that campus.

F. **DISCIPLINE CATEGORY LISTINGS**

<u>Discipline</u>	<u>Category One</u>	<u>Category Two</u>	<u>Notes</u>
ACC Accounting	X		1
ADT Auto Drawing Technology		X	
AET Alternate Energies		X	
ANT Anthropology	X		
APD Apprentice Drafting		X	
APM Apprentice Mathematics		X	
APP Apprentice Physics		X	
APS Apprentice Shop Tools		X	
APT Apprentice Technology		X	
ARB Arabic	X		
ARC Architectural Engineering		X	
ART Art	X	X	2
ATA Automobile Servicing		X	
ATF Fluid Power Technology		X	
ATM Machine Tool Technology		X	
ATW Welding and Fabricating Technology		X	
AUT Automotive Technology		X	
AVM Audiovisual Technology		X	
BIO Biology	X		
BIS Business Information Systems		X	
BUS Business	X		3
CAD Computer Aided Design		X	
CER Ceramic Technology		X	
CHE Chemistry	X		
CIM Computer Integrated Mfg. Technology		X	
CIS Computer Information Systems		X	
CNS Counseling	X		

COM	Communications		X	
DDT	Drafting Design Technology		X	
DEN	Dental Assisting		X	4
DHY	Dental Hygiene		X	4
DMS	Diagnostic Medical Sonography		X	4
DRT	Drafting		X	
DSB	Police Academy		X	
ECD	Early Childhood Development		X	
ECO	Economics	X		
ECT	Electronic Computer Microprocessor		X	
EDU	Education	X		
EEC	Electrical/Electronics Technology		X	
EGR	Pre-Engineering	X		5
ELT	Electronics Technology		X	
EMT	Emergency Medical Technology		X	4
ENG	English	X		
ESL	English as a Second Language	X		
ETT	Electrical Trades Technology		X	
EXL	Exercise Science & Technology		X	4
FFT	Fire Fighter Technology		X	
FLT	Aviation Flight Technology		X	
FRE	French	X		
FSC	Foundational Studies/Communications	X		6
FSH	Foundational Studies/Humanities	X		6
FSN	Found. Studies/Natural & Life Sciences		X	6
FSS	Found. Studies/Behavioral & Social Sciences		X	6
FST	Food Service Management		X	
GCA	Graphics & Commercial Art		X	
GEO	Geography	X		
GER	German	X		
GRA	Graphic Arts		X	
GRN	Gerontology	X		
GSC	General Science	X		7
HCA	Health Care Administration		X	
HEA	Health		X	4
HIS	History	X		
HPT	Hospital Pharmacy Technology		X	
HUM	Humanities	X		9
IIC	Individualized Instruction Center	X		
IND	Industrial - Co-Op			
IPD	Industrial Product Design		X	
ITA	Italian	X		
JOR	Journalism		X	
JPN	Japanese	X		8
LGL	Legal Assistant	X		
LIB	Library Technical Assistance	X		
LSC	Life Science	X		10
LST	Landscape Technology		X	
MAT	Mathematics	X		
MDA	Medical Assisting		X	4
MEC	Mechanical Technology		X	

<u>Discipline</u>	<u>Category One</u>	<u>Category Two</u>	<u>Notes</u>
MED Medical Technology		X	4
MHA Mental Health/Social Work	X		
MKT Marketing	X		
MUS Music	X	X	2
NCT Non-invasive Cardiovascular Technology		X	4
NUR Nursing	X		
PCT Plastics/Composites Applications		X	
PER Physical Education and Recreation		X	2
PHI Philosophy	X		
PHO Photography		X	
PHY Physics	X		
PLS Law Enforcement		X	
PNE Practical Nurse Education			4
POL Political Science	X		
PSC Physical Science	X		10
PSY Psychology	X		
QAT Quality Assurance Technology		X	
RAD Radiologic Technology		X	4
RES Real Estate		X	
RET Retail Management	X		
ROB Robotics Technology		X	
RSP Respiratory Therapy		X	4
SLS Sign Language Studies		X	11
SOC Sociology	X		
SPA Spanish	X		
SPE Speech	X		
SSC Social Science	X		12
TEA Technical Apprentice		X	
TED Technical Drawing		X	
TEL Telecommunications Technology		X	
TEM Technical Mathematics		X	
TEO Technical Operations		X	
TER Climate Control		X	
THE Theatre		X	
VBT Vehicle Body Technology		X	
WOD Woodworking		X	

NOTES

1. **Accounting:**

Minimum qualification is a master's degree in Accounting, or equivalent.

A Bachelor's degree in Accounting and a CPA will be considered equivalent to a Master's degree in Accounting.

2. **Art, Music, PER:**

Minimum qualification to teach appreciation/theory courses is the Category One standard.

Minimum qualification to teach performance/production/activity courses is the Category Two standard.

3. **Business:**
For Business Law 203 and 204 the minimum qualifications shall be a Juris Doctorate.
4. **Health Careers:**
Minimum qualification is the Category Two standard and all certification and accreditation standards.
5. **Pre-Engineering:**
Minimum qualification is a master's degree in Engineering, or equivalent.

A bachelor's degree in Engineering and a PE will be considered equivalent to a master's degree in Engineering.
6. **Foundational Studies:**
For FSC courses, minimum qualification shall be the Category One standard in English or Communications.

For FSH courses, minimum qualification shall be the Category One standard in any Humanities discipline.

For FSN courses, minimum qualification shall be the Category One standard in any Natural or Life Science discipline.

For FSS courses, minimum qualification shall be the Category One standard in any Social or Behavioral Science discipline.
7. **General Science:**
For Geology courses within the GSC designation, the minimum qualification shall be a master's degree, or equivalent, in Geology.
8. **Japanese:**
At the recommendation of the department, the Administration may consider qualifications less than those in Category One.
9. **Humanities:**
For HUM 151, the minimum qualification shall be the Category One standard in Art or Music or English.

For HUM 152, the minimum qualification shall be the Category One standard in Art or Music or English or Architecture.

For HUM 171 and 272, the minimum qualification shall be the Category One standard in Religion.
10. **Life Science:**
Minimum qualification shall be a master's degree, or equivalent, in Biology.

Physical Science:
Minimum qualification shall be a master's degree, or equivalent, in Chemistry or Physics.

11. **Sign Language Studies:**
Minimum qualification shall be the Category Two standard and certification and accreditation standards.
12. **Social Science:**
Minimum qualification shall be the Category One standard in any Social Science discipline.

G. Initial placement on the salary schedule shall be determined through the following procedure:

1. Consideration shall be given to relevant teaching, counseling, educational supervision or other recognized experience in the field of education. Credit may also be granted for experience outside the field of education if such experience is considered to be related to the position for which the person is employed. Recommendation shall be made by the department involved or the available department members. The departments may make recommendations relative to the number of years credit to be given for experience considered to be relevant.
2. New employees hired as full-time faculty will be placed at Steps 1 through 4 on the faculty salary schedule. Exceptions may be authorized by the Chancellor in cases where it might be necessary in order to recruit faculty or to add experience or balance to an academic department or discipline.
3. Oakland Community College Administrators granted Faculty status will be placed on the Faculty salary schedule at the faculty salary step closest to the amount equal to 10/12ths of the administrator's annual administrative salary.
4. Any faculty member appointed to an administrative position shall receive no less than 12/10ths of their faculty base pay. Any faculty member who accepts an administrative position shall have the right to return to faculty provided a sixty (60) day written notice is provided to the Chancellor. Any administrators returning to faculty positions shall be placed at the faculty salary step which they would have attained had they remained as faculty members during their administrative tenure.
5. The Chancellor shall consider the recommendation of the departments prior to making a recommendation to the Board of Trustees.

OAKLAND COMMUNITY COLLEGE
APPENDIX B
DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

- I. A. The goal of the College is to have departments that consist of a single discipline or related disciplines of four (4) or more members.
- B. Departments made up of a single discipline or related disciplines, applied fields or service areas shall not have fewer than four (4) members.
- C. Combination departments, departments which do not meet the goal stated above, shall not have fewer than five (5) members.
- D. Departments which fail to meet the standards set forth in B and C above shall be reorganized. When a reorganization is necessary, all members of the related disciplines in combination departments on a campus shall join together to form departments consistent with the goals as stated in Appendix B, Part I, Paragraphs A and E.

PER, EMT and EXL shall be part of the Allied Health Department, if one exists. If no Allied Health Department exists, they shall be part of the Natural Sciences Department.

Allied Health shall be one (1) department or two (2), as indicated, if sufficient numbers exist.

Natural Sciences shall be one (1) department or two (2), as indicated, if sufficient numbers exist.

Humanities shall be one department or two (2), as indicated, if sufficient numbers exist.

If there are insufficient numbers to form a Humanities Department, it shall be combined with English.

Communications shall be one department if sufficient numbers exist, or it shall be combined with English.

Library and IIC shall be a single department if the combination has four or more members, otherwise these two (2) service areas shall combine with Counseling to form one department.

The Applied Technology and Engineering Related Technology departments at Auburn Hills shall form a single Technology Department.

After the initial implementation is accomplished:

1. Should a position which is the only position in a discipline that is part of a combination department be vacated, that position shall move to the goal department as stated in Appendix B, Part I, Paragraphs A and E before being refilled.
2. If a department which is made up of a single discipline or related disciplines falls below four, it shall move toward the goal as stated in Appendix B, Part I, Paragraphs A and E in time for the next round of department chair elections.

3. If a department which is a combination falls below five, it shall move toward the goal as stated in Appendix B, Part I, Paragraphs A and E immediately. This shall be done even if the vacancy is to be refilled.

E. Disciplines shall be considered related according to the following table:

1.	Business	ACC, BUS, MKT, RET, BIS, RES, LGL, CIS
2.	Mathematics	MAT
3.	Natural Science	(A): BIO, FSN, LSC, LST, PER, EXL (B): CHE, FSN, GSC, PHY, PSC, EGR
4.	Behavioral Science	ANT, ECO, FSS, GEO, HIS, POL, PSY, SOC, SSC, ECD, EDU, GRN, MHA, DSB
5.	Humanities	(A): ART, CER, GRA, GCA, PHO, WOD, AVM (B): FRE, SPA, FSH, MUS, PHI, HUM, THE, GER ARB, ITA, JPN, ESL
6.	English	ENG, FSC
7.	Communication	COM, SPE, SLS, JOR
8.	Allied Health	(A): DHY, DMS, DEN, EXL, HCA, HEA, HPT, MDA, MED, PER, RAD, RSP (B): NUR, PNE
9.	Technology	ADT, AET, ARC, ATA, ATF, ATM, ATW, AUT, CAD, CIM, DRT, ECT, ELT, ETT, FLT, IPD, MEC, QAT, ROB, TEA, APD, APM, APP, APS, APT, TED, TEM, TEO, TER, TEW, IND, VBT EEC, DDT, PCT, TEL
10.	Food Service	FST
11.	Service Areas	(A): CNS (B): IIC, LIB
12.	Public Services	EMT, FFT, PLS

F. Where more than one discipline or applied field is included within a single department and consistent with the goals above, faculty members may petition the Campus President for the establishment of a new department. The petition shall include the reason for the request and the names of the faculty members to be included in the new department. If the petition is not granted, the Campus President shall indicate the reason for denial.

II. Department chairs shall be faculty members. All faculty members shall be employed through the provisions of Article III. All faculty members shall be members of appropriate campus departments.

This provision in no way restricts the Rights of the Board of Trustees as stated in Paragraph 389.124 in the LAWS, STATUTES AND CONSTITUTIONAL PROVISIONS AFFECTING COMMUNITY COLLEGES IN MICHIGAN, published by the Michigan Department of Education in 1968.

- III. Notwithstanding the provisions of Article I, the department chair shall coordinate the functions of the department pursuant to the job description contained in Appendix L.
- IV. Department Chairs shall be elected for office by a majority vote of all full-time members of the department. The elected department head shall be subject to the approval of the Campus President.

The campus department shall give written notification of the election outcome to the Campus President by November 1. The Campus President shall give written notice of approval or rejection to the campus department by November 15. Within two (2) weeks of a rejection, a subsequent election will be held and the Campus President notified in writing. The campus president shall, in turn, respond within two (2) weeks.

- V. At their request, department chairs shall be given one teaching assignment from the classes offered in their department in the Summer session.
- VI. Department Chairs shall be elected during the Fall semester for a two (2) year term of office. The initial term of office shall have begun on January 1, 1972 and shall continue for two (2) years thereafter. Should department chairs resign from their position with the College or from the position as chair of the department, the Campus President shall appoint a member of the department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term. If in the opinion of the Campus President or the department, the department chair has not fulfilled the responsibilities of that position, the Campus President or the department may request a vote of confidence from the department. A hearing involving the department chair and the Campus President will be conducted by the department before the vote of confidence is taken.
- VII. The department chair shall receive a stipend in the Fall, Winter, Spring and Summer sessions according to the following schedule:

Fall	\$170 per full-time equated faculty member to a maximum of 24 FTEF
Winter	\$170 per full-time equated faculty member to a maximum of 24 FTEF
Spring	\$170 per full-time equated faculty member to a maximum of 20 FTEF
Summer	\$150 per full-time faculty member in the department teaching during session

For the purpose of determining the stipend for the department chair, one (1) full-time equated faculty member shall be included in the department count for each fifteen (15) credit hours of instruction, or major fraction thereof, being taught on campus by faculty not in the department.

The minimum payment for Fall will be \$1,500; Winter, \$1,500; Spring, \$1,275; and Summer, \$1,275.

Consistent with the provisions of Appendix L, the department chair shall be expected to fulfill all responsibilities during each academic session, including a two (2) week strategic planning activity during the academic year.

- VIII. Departments are responsible for annual review of the performance of their members for the purpose of maintaining the quality of the educational program. This review shall include self-evaluation, student feedback, and peer review, and shall be conducted in the following manner:

- A. Each faculty member shall be required to do a systematic self-evaluation once each academic year. This self-evaluation shall include highly specific written interim and long-term goals, with written strategies as to the method of implementing these goals.
- B. A student feedback form shall be developed by faculty members and used to assess the success of meeting their goals. These forms shall include, but need not be limited to, the following:
 - 1. The faculty members meet their scheduled assignments (classes, office hours, etc.) promptly and completely.
 - 2. The faculty members assure that their evaluations of students reflects their true merit.
 - 3. The faculty members demonstrate respect for students as individuals.
 - 4. The faculty members avoid exploitation of their students.
 - 5. The faculty members are thorough and clear in their organization and presentation of information and material.
- C. Faculty members shall meet with their peers to review the self-evaluation, and those peers shall make their review of the self-evaluation in writing. The department shall notify in writing the immediate supervisor when the review is complete, and the supervisor shall have the right to review the completed package (self, student, and peer reviews).

Failure of a faculty member to complete this process shall be justification for the immediate supervisor to implement Section 5.3, Continuing Contract Faculty Evaluation, of the Faculty Master Agreement.

- IX. When requested by a Campus Dean, the department shall assign a faculty member to conduct an evaluation of an adjunct faculty member. The evaluator shall be from the same discipline as the adjunct faculty member to be evaluated. The Campus Dean may refuse to accept the departmentally-assigned person if previous evaluation assignments were unsatisfactorily performed.

The College shall prescribe the content and methodology of the evaluation. Performance of an adjunct faculty evaluation shall be compensated at \$50 per evaluation.

OAKLAND COMMUNITY COLLEGE

APPENDIX C STATEMENT ON ETHICS FROM THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

- I. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- II. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- III. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- IV. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- V. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

OAKLAND COMMUNITY COLLEGE

APPENDIX D

ACADEMIC CALENDAR 1996 - 1997

FALL SEMESTER 1996

Registration	August 26, 27, 28
College Instruction Begins	August 29
Schedule Adjustment	August 29, 30
Labor Day Recess	September 2
Schedule Adjustment	September 3, 4, 5
Staff Development Day	* September 6
Discipline Day	October 11
Thanksgiving Recess	November 28, 29, 30
College Instruction Ends	December 16

WINTER SEMESTER 1997

Registration	January 2, 3
College Instruction Begins	January 6
Schedule Adjustment	January 6, 7, 8, 9, 10
Martin Luther King Day	January 20
Discipline Day	February 14
Mid-Winter Recess	February 24 - March 1
College Instruction Ends	April 28

SPRING SESSION 1997

Registration	May 1, 2
College Instruction Begins	May 5
Schedule Adjustment	May 5, 6, 7
Memorial Day Recess	May 26
College Instruction Ends	June 25

SUMMER SESSION 1997

Registration	June 26, 27
College Instruction Begins	June 30
Schedule Adjustment	June 30, July 1, 2
Independence Day Recess	July 4
Spring/Summer Instruction Ends	August 18
College Instruction Ends	August 18

- * Date subject to change with the approval of the Campus President. Attendance at Staff Development Day will be mandatory in the afternoon.

OAKLAND COMMUNITY COLLEGE

APPENDIX D

ACADEMIC CALENDAR 1997 - 1998

FALL SEMESTER 1997

Registration	August 25, 26, 27
College Instruction Begins	August 28
Schedule Adjustment	August 28, 29
Labor Day Recess	September 1
Schedule Adjustment	September 2, 3, 4
Staff Development Day	* September 5
Discipline Day	October 10
Thanksgiving Recess	November 27, 28, 29
College Instruction Ends	December 15

WINTER SEMESTER 1998

Registration	January 7, 8, 9
College Instruction Begins	January 12
Schedule Adjustment	January 12, 13, 14, 15, 16
Martin Luther King Day	January 19
Discipline Day	February 13
Mid-Winter Recess	March 2 - 7
College Instruction Ends	May 4

SPRING SESSION 1998

Registration	May 7, 8
College Instruction Begins	May 11
Schedule Adjustment	May 11, 12, 13
Memorial Day Recess	May 25
College Instruction Ends	July 1

SUMMER SESSION 1998

Registration	July 1, 2
Independence Day Recess	July 3
College Instruction Begins	July 6
Schedule Adjustment	July 6, 7, 8
Spring/Summer Instruction Ends	August 24
College Instruction Ends	August 24

* Date subject to change with the approval of the Campus President. Attendance at Staff Development Day will be mandatory in the afternoon.

OAKLAND COMMUNITY COLLEGE

APPENDIX D

ACADEMIC CALENDAR 1998 - 1999

FALL SEMESTER 1998

Registration	August 31, September 1, 2
College Instruction Begins	September 3
Schedule Adjustment	September 3, 4
Labor Day Recess	September 7
Schedule Adjustment	September 8, 9, 10
Staff Development Day	* September 11
Discipline Day	October 9
Thanksgiving Recess	November 26, 27, 28
College Instruction Ends	December 21

WINTER SEMESTER 1999

Registration	January 6, 7, 8
College Instruction Begins	January 11
Schedule Adjustment	January 11, 12, 13, 14, 15
Martin Luther King Day	January 18
Discipline Day	February 12
Mid-Winter Recess	March 1 - 6
College Instruction Ends	May 3

SPRING SESSION 1999

Registration	May 6, 7
College Instruction Begins	May 10
Schedule Adjustment	May 10, 11, 12
Memorial Day Recess	May 31
College Instruction Ends	June 30

SUMMER SESSION 1999

Registration	July 1, 2
Independence Day Recess	July 5
College Instruction Begins	July 6
Schedule Adjustment	July 6, 7, 8
Spring/Summer Instruction Ends	August 23
College Instruction Ends	August 25

- * Date subject to change with the approval of the Campus President. Attendance at Staff Development Day will be mandatory in the afternoon.

OAKLAND COMMUNITY COLLEGE

APPENDIX E

Salary Schedule 1996-97
Ten Month

<u>Step</u>	<u>1996-97¹</u>	<u>A²</u>	<u>B³</u>	<u>C⁴</u>
1	35,498	20.73	24.19	19.76
2	36,957	20.73	24.19	20.85
3	39,083	21.90	25.35	21.95
4	40,282	21.90	25.35	23.05
5	41,991	23.05	26.51	24.14
6	43,911	23.05	26.51	25.25
7	45,876	24.19	27.66	26.34
8	47,863	24.19	27.66	27.44
9	49,872	25.35	28.81	28.53
10	52,014	25.35	28.81	29.63
11	54,224	25.35	28.81	30.72
12	56,404	25.35	28.81	31.83
13	58,517	25.35	28.81	32.92
14	60,629	25.35	28.81	32.92
15	67,980	25.35	28.81	32.92

- 1 = Base Salary
- 2 = SCH Overload Rate - A classes
- 3 = SCH Overload Rate - B classes
- 4 = Non-Teaching Overload Hourly Rate

OAKLAND COMMUNITY COLLEGE

APPENDIX E

Salary Schedule 1997-98
Ten Month

<u>Step</u>	<u>1997-98¹</u>	<u>A²</u>	<u>B³</u>	<u>C⁴</u>
1	36,563	21.36	24.92	20.35
2	38,066	21.36	24.92	21.47
3	40,256	22.55	26.11	22.61
4	41,490	22.55	26.11	23.74
5	43,251	23.74	27.31	24.87
6	45,228	23.74	27.31	26.00
7	47,252	24.92	28.49	27.13
8	49,299	24.92	28.49	28.26
9	51,369	26.11	29.67	29.39
10	53,575	26.11	29.67	30.52
11	55,851	26.11	29.67	31.65
12	58,096	26.11	29.67	32.78
13	60,273	26.11	29.67	33.91
14	62,448	26.11	29.67	33.91
15	70,020	26.11	29.67	33.91

- 1 = Base Salary
- 2 = SCH Overload Rate - A classes
- 3 = SCH Overload Rate - B classes
- 4 = Non-Teaching Overload Hourly Rate

OAKLAND COMMUNITY COLLEGE

APPENDIX E

Salary Schedule 1998-99
Ten Month

<u>Step</u>	<u>1998-99¹</u>	<u>A²</u>	<u>B³</u>	<u>C⁴</u>
1	37,660	22.00	25.67	20.96
2	39,208	22.00	25.67	22.12
3	41,463	23.23	26.89	23.29
4	42,735	23.23	26.89	24.46
5	44,548	24.46	28.13	25.61
6	46,585	24.46	28.13	26.78
7	48,670	25.67	29.34	27.94
8	50,778	25.67	29.34	29.11
9	52,910	26.89	30.56	30.27
10	55,182	26.89	30.56	31.44
11	57,527	26.89	30.56	32.60
12	59,839	26.89	30.56	33.77
13	62,081	26.89	30.56	34.92
14	64,321	26.89	30.56	34.92
15	72,120	26.89	30.56	34.92

- 1 = Base Salary
- 2 = SCH Overload Rate - A classes
- 3 = SCH Overload Rate - B classes
- 4 = Non-Teaching Overload Hourly Rate

OAKLAND COMMUNITY COLLEGE

APPENDIX F

OCCFA/BOARD RELATIONS

1. The College shall furnish to OCCFA a copy of the agenda of each monthly public Board of Trustees meeting, together with minutes of the previous monthly public Board of Trustees meeting and any attachments thereto which would normally be distributed to the general public.
2. The College shall furnish office space to OCCFA.

OAKLAND COMMUNITY COLLEGE

APPENDIX G

BENEFITS

1. LIFE INSURANCE

Term Life

Term life insurance is effective the first day of the month following date of hire. The benefit will be paid to the faculty member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
CORE	\$70,000	0	0
OPT I	\$50,000	0	\$48
OPT II	\$25,000	0	\$96

Faculty members who elect either OPT I or OPT II will be subject to evidence of insurability should they elect the CORE benefit at a later date.

Additional Optional Term Life

Optional term life insurance is available in an amount up to \$70,000 at the faculty member's expense through payroll deduction at rates established for the faculty member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced beginning at age 65 according to the following table:

<u>Age</u>	<u>Percent of Age 64 Benefit</u>
65 - 69	60%
70 - 74	40%
75 - 79	25%
80 and older	15%

2. MEDICAL INSURANCE

Medical insurance is effective the first day of the month following date of hire for faculty members and their eligible dependents.

<u>Options</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
• CORE (MESSA Super Care I with VSP3 vision care)	0	0
• OPT I (HMO plans - HAP, Health Plus, M-Care, Selectcare)	0	0
• OPT II - (Opt Out)	0	\$1,000

Written proof of insurance coverage elsewhere is required for OPT II (Opt Out).

The College will compensate each faculty member \$100, in lieu of the maximum \$100 reimbursement, for the deductible under the medical Core coverage on the last pay date in the Winter semester.

A faculty member or spouse cannot be enrolled in any OCC benefit both as the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one parent.

3. DENTAL CARE

Dental care insurance is effective the first day of the month following date of hire for faculty members and their eligible dependents.

<u>Options</u>	<u>Annual Benefit</u>		<u>Ortho Life</u>		<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
	<u>Benefit</u>	<u>Co-Pay</u>	<u>Benefit</u>	<u>Co-Pay</u>		
CORE	\$800	80/20%	\$2,000	60/40%	0	0

The annual maximum benefit for the 1998-99 contract year shall be \$1,000.

4. SHORT TERM DISABILITY

Short term disability benefits are effective the first day of the month following date of hire. After a twenty-one (21) calendar day waiting period, the faculty member shall receive a weekly benefit payment.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
CORE	60% of weekly contract salary	0	0

5. LONG-TERM DISABILITY

Long-term disability benefits are effective the first day of the month following date of hire. The faculty member shall receive a weekly benefit payment beginning with the 91st day of disability or the end of paid leave under any earnings continuation from OCC, whichever is greater. This payment is based on the faculty member's current monthly salary up to a maximum of \$5,000 per month less any amount paid by any available retirement system contributed to by the College.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
CORE	70% of monthly salary	0	0

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

6. EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A faculty member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care and Dependent Care expenses with pre-tax dollars. Minimum and maximum dollar limits are:

	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Health Care:	\$ 26	\$2,000
Dependent Care:	\$520	\$5,000

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions.

NOTE: Faculty members shall have the opportunity to select different options on an annual basis during OPEN ENROLLMENT for benefits listed in Items 1 through 6 above.

The annual OPEN ENROLLMENT period will be during June of each year, with an effective date of July 1 each year.

7. WHOLE LIFE INSURANCE PORTABLE PROGRAM (permanent life insurance programs)

Whole Life portable insurance is effective upon enrollment and application for faculty members and their dependents who may be eligible for coverage. Costs are based on age/insurability/minimum premiums. The faculty member pays one hundred percent (100%) of premium through payroll deduction.

8. TAX DEFERRED ANNUITIES (salary reduction plan)

Eligible upon enrollment and application if not previously a member. Employees may reduce their salary for contribution in accordance with the Internal Revenue Code of 1954, as amended, and the regulation thereunder. Faculty members may not enroll with more than two (2) vendors at a time.

9. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT FUND

Paid in full by the College, exclusive of MIP payment
Benefits and eligibility as provided by law

10. **SOCIAL SECURITY**
Paid by College and faculty member
Eligible upon employment
Participation required
11. **WORKERS COMPENSATION**
Paid by the College
Eligible upon employment
Benefits per schedule established by law for accidents or illness directly attributable to employment
12. **TUITION AUTHORIZATION AND/OR REIMBURSEMENT**
Eligible upon employment
Benefit provided for faculty members and their eligible dependents - see Article 3.13
13. **LIBRARY PRIVILEGES**
Eligible upon employment
Amount of benefit - use of OCC Library facilities
14. **EMPLOYEE LIABILITY COVERAGE**
Paid by the College
Eligible upon employment
Amount of benefit: Coverage for job-connected liability situations
Maximum Personal liability: \$500,000 per person; \$1,000,000 per accident
Maximum Property liability: \$100,000
15. **VACATIONS** - see Article VIII
16. **HOLIDAYS** - see Article IX
17. **SICK LEAVE** - see Article X
18. **JURY DUTY** - see Article XI
19. **BEREAVEMENT LEAVE** - see Article XII
20. **LEAVES OF ABSENCE WITHOUT PAY** - see Article XIII
21. **SABBATICAL LEAVE** - see Article VII
22. **PERSONAL LEAVE** - see Article XI

OAKLAND COMMUNITY COLLEGE

APPENDIX I

COURSE CLASSIFICATIONS FOR FACULTY LOAD

On or before July 15 of each academic year, the College will provide OCCFA the current list of all active courses (by type, A or B) which have been approved through the curriculum process. This list shall be considered by reference as part of the Faculty Master Agreement.

OAKLAND COMMUNITY COLLEGE

APPENDIX J

COACHING SUPPLEMENTAL CONTRACTS

Faculty members employed under a supplemental contract by the College as coaches shall be paid in accordance with the following schedule for the season contained herein:

	<u>Percentage Per Annum of Faculty Member's Column 1 Salary</u>
Tennis	5%
Hockey	8%
Basketball	11%
Frosh Basketball	5-1/2%
Swimming	8%
Wrestling	8%
Baseball	8%
Bowling	5%
Golf	5%
Cross Country	5%
Debate	5%
Dramatics	5%
Intramurals	8%
Faculty Manager	5%
Soccer	5%

Meeting any coaching responsibilities shall not remove the necessity for a faculty member to see that all scheduled instructional assignments are properly met.

OAKLAND COMMUNITY COLLEGE

APPENDIX K

FACULTY EVALUATION

Purpose of Evaluation

- A. Probationary Faculty Evaluation/Review
- B. Annual Contract Faculty Evaluation/Review
- C. For Continuing Faculty When Section 5.2 or 5.3 Is Implemented
 - I. Faculty at Oakland Community College believe in the advancement of learning and recognize the special responsibilities that it entails. We seek and state the truth. To do so we devote our energies to developing and improving our competencies and those of our students. We accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. We practice intellectual honesty. Although we may follow subsidiary interests, these interests never seriously hamper or compromise our freedom of inquiry or our commitment to instructional excellence.

EVALUATION CRITERIA

- 1. Knowledge of subject matter and current methods used to relate material.
- 2. Organization of instructional materials for teaching and presentation of those materials.
- 3. Evidence of preparation for classes.
- 4. Efforts made to improve personal competence and competence of students.

More Than
Satisfactory

Satisfactory

Less Than
Satisfactory

- II. As faculty, we encourage the free pursuit of learning in and among our students. We hold before our students the best scholarly standards of our disciplines. We demonstrate respect for the student as an individual and adhere to our proper roles as intellectual guides and counselors. We make every reasonable effort to foster honest academic conduct and to assure that our evaluations of students reflect their true merit. We respect the confidential nature of the relationship between teacher and student, counselor and student. We avoid any exploitation of students for our private advantage and acknowledge significant assistance for them. We protect their academic freedom.

EVALUATION CRITERIA

- 1. Grading procedure - does evaluation of students take place and does it reflect actual performance?
- 2. Use of textbooks, if required - are texts used in meaningful ways?
- 3. Is there a course outline - has it been made available to students and is it followed?
- 4. Are classes met as scheduled and are they met on time and dismissed on time?
- 5. Are student evaluations generally positive and are student retention figures adequate?
- 6. Are student hours and consultations maintained?

More Than
Satisfactory

Satisfactory

Less Than
Satisfactory

- III. As colleagues, we have obligations that derive from common membership in the community of scholars. We respect and defend the free inquiry of our associates. In the exchange of criticism and ideas, we show due respect for the opinion of others. We acknowledge our academic commitments and strive to be objective in our professional judgments. We accept our share of faculty responsibilities for the governance of our institution.

EVALUATION CRITERIA

1. Participation and involvement in departmental, campus, and college activities.
2. Professional relationship with colleagues.
3. Reactions to constructive criticisms.

More Than
Satisfactory

Satisfactory

Less Than
Satisfactory

- IV. As members of this institution, we seek above all to be effective teachers and scholars. Although we observe the stated regulations of the institution, provided they do not contravene academic freedom, we maintain the right to criticize and seek revision. We determine the amount and character of the work we do outside the institution with due regard to the paramount responsibilities within it. When considering the interruption or termination of our services, we recognize the effect of our decision upon the programs of the institution.

EVALUATION CRITERIA

1. Covers classes of other departmental members during their absence.
2. Posts office hours and maintains student service hours.
3. Teaches courses consistent with the college catalog.

More Than
Satisfactory

Satisfactory

Less Than
Satisfactory

- V. As members of our respective communities, we have the rights and obligations of any citizen. We measure the urgency of these obligations in the light of our responsibilities to our subjects, to our students, to our profession, and to our institution. When we speak or act as citizens engaged in a profession that depends upon freedom for its health and integrity, we have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

EVALUATION CRITERIA

Acceptance of and fulfillment of primary responsibilities and duties assigned by OCC as part of contractual obligations. These obligations take precedence over all other professional commitments.

More Than
Satisfactory

Satisfactory

Less Than
Satisfactory

OAKLAND COMMUNITY COLLEGE

APPENDIX L

JOB DESCRIPTION - DEPARTMENT CHAIRPERSON

Department Chairs are directly responsible to the immediate supervisor or designee for exercising leadership for the following:

1. Promote, organize, coordinate, and evaluate the courses and curricula of the department; assist in course and curriculum development; assist in development of course competencies and outcomes assessment.
2. Assist the immediate supervisor in the recruitment and selection of personnel for full-time instructional positions within the department.
3. Interview prospects and make recommendations to the immediate supervisor regarding adjunct instructors; supply adjunct instructors with course materials, syllabi, objectives, and textbooks needed for their classes.
4. Recommend to the immediate supervisor a schedule of classes and instructor assignments.
5. In collaboration with the Classified Supervisor and/or Academic Dean, supervise and evaluate non-instructional personnel and adjunct instructors; and recommend discipline and/or staff development.
6. Coordinate the review and preparation of catalog and class schedule materials for the department.
7. Maintain current files of course materials for the department.
8. Coordinate the selection of textbooks with full-time faculty; process necessary paperwork with the Bookstore Manager.
9. Develop and submit an annual budget request for operation of the department; approve expenditures within the approved budget.
10. Plan for and requisition equipment, supplies and materials for instructional purposes within the department.
11. Control, maintain and inventory the equipment of the department.
12. Schedule and conduct regular meetings of the department's instructional personnel.
13. Advise and assist the immediate supervisor regarding the in-service training needs of the department staff.

14. Consult with and advise the Learning Resources Center regarding desired books, periodicals, and audio-visual supplies.
15. Provide annual summary of departmental accomplishments, concerns and recommendations, as well as achievements related to the campus strategic plan; submit other reports as mutually agreed upon with the immediate supervisor.
16. Coordinate the participation of the department in the Academic Senate and the Curriculum Committee.
17. Assist in the preparation of materials for College application for external funding (e.g. Perkins).
18. Cooperate with safety officer for insuring that chemicals are safely used and properly disposed of following use in laboratories.
19. Participate in College discipline coordination.
20. Support student recruitment programs.
21. Perform other duties as may be mutually agreed upon with the immediate supervisor.

OAKLAND COMMUNITY COLLEGE

APPENDIX M OPTIONAL RETIREMENT PLAN

The listed below provisions shall be included as part of the Oakland Community College optional retirement plan as required by Public Act 296 of 1994. This statute mandates that the College offer a defined contribution retirement plan for full time faculty as an option to the defined benefit retirement plan through the Michigan Public School Employees Retirement System (MPSERS).

PLAN PROVIDER:	Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF)
RATING:	A++ (Superior)
EFFECTIVE DATE:	February 1, 1997
90-DAY WINDOW:	February 1, 1997 through April 30, 1997
ELIGIBILITY:	Full Time Faculty, Supervisors and Managers
CONTRIBUTIONS:	Contributory 11%; Employer, 4% Employee*
VESTING:	Full/Immediate
SELECTION OF ACCOUNTS:	Seven account choices selectable by the Employee
WITHDRAWAL RULES:	Cash or annuity - 100% at age 55 or older
TRANSPORTABILITY:	Nation-wide
HEALTH, DENTAL, VISION:	None

*The employee's contribution rate shall be equal to the MIP contribution rate, which is currently:

First \$ 5,000 of salary	3.0% of gross wages
\$5,001 through \$15,000	3.6% of gross wages
\$Over \$15,000	4.3% of gross wages

LETTER OF UNDERSTANDING #1

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1994-98

VOLUNTARY RETIREMENT AND SEPARATION PROGRAM

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

WHEREAS, the above-mentioned parties agree as follows:

- A. Unless specified in this letter of understanding, no provision of the 1995-96 Faculty Master Agreement is waived as a result of the Voluntary Retirement and Separation Program. All provisions of the FMA and any past practice shall remain in full force and effect. Neither OCCFA or the College anticipate that any past practice will be troublesome as it relates to the Voluntary Retirement and Separation Program.
- B. Full-time faculty positions vacated as a result of the Voluntary Retirement and Separation Program will be replaced on a timely basis consistent with the provisions of Section 19.1 of the Faculty Master Agreement. However, for the 1995-96 contract year, the provisions of Article 3.19 will not apply to the number of sections taught during the 1994-95 contract year by any faculty member who retires on June 30, 1995. Vacated positions may be shifted to disciplines and/or departments different from those vacated as a result of this program.
- C. New employees hired as full-time faculty to fill vacancies resulting from the Voluntary Retirement and Separation Program will be placed at Steps 1 through 4 on the faculty salary schedule.
- D. Eligibility Requirements:
 1. A regular full-time faculty member who has completed 15 years of full-time service with Oakland Community College as of June 30, 1995, 1996, 1997 or 1998 shall be eligible to retire on the following July 1.
 2. An eligible faculty member must complete a Separation Agreement and submit same to the OCC Human Resources Department no later than 4:00 p.m. on the following dates:

<u>Program Year</u>	<u>Deadline Date</u>
1994-95	February 1, 1995
1995-96	November 1, 1995
1996-97	November 1, 1996
1997-98	November 1, 1997

The Board of Trustees reserves the right to determine the number of persons to be included in the Voluntary Retirement and Separation Program.

- An eligible faculty member, who timely elects to participate in the Program, shall voluntarily terminate his or her employment with OCC no later than June 30 of the year the application is submitted. Health benefits will continue until the effective date of termination or June 30, whichever is earlier.
- An eligible faculty member who elects to participate in the Program shall be entitled to a lump-sum severance payment from OCC according to the following schedule:

<u>Retirement Year</u>	<u>Percentage of Base Pay</u>
1994-95	55%
1995-96	10%
1996-97	10%
1997-98	10%

The faculty member's annual base pay rate is that which is in effect on April 1 of the contract year the faculty member retires.

- Only faculty members retiring effective July 1, 1995 shall receive, in addition to their 55% of base pay, the listed below additional compensation:

<u>Years of Service as of 6-30-95</u>	<u>% of 1994-95 Base Pay</u>
21	4%
22	8%
23	12%
24	16%
25+	20%

- Faculty members retiring effective July 1, 1995 shall receive an additional \$250.00 for each faculty member who participates in the 1994-95 program beginning with the twenty-first participant. (For example, if 30 faculty members retire July 1, 1995, each retiring faculty member will receive an additional \$2,500.00.)
- A faculty member who applies for the Voluntary Retirement and Separation Program on or before December 15, 1994 and retires effective July 1, 1995 shall be eligible for a supplemental contract as provided in Section 3.16 of the Faculty Master Agreement. This supplemental contract shall not exceed \$2,000 and is subject to the written approval of the campus president or designee to perform one or more of the listed below responsibilities between January 1, 1995 and June 30, 1995:

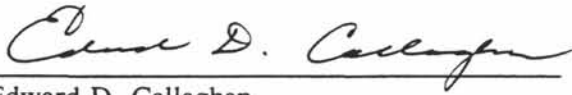
1. Competency based curriculum activities
2. Tech prep activities
3. Student recruitment activities
4. Multi-cultural activities
5. Classroom research activities
6. Writing curriculum activities
7. Transfer center program
8. Mentoring program
9. Other activities designated by the campus president

The above supplemental contract applies only to those faculty members who retire on July 1, 1995 and submit an application for the Voluntary Retirement and Separation Program no later than 4:00 p.m. Thursday, December 15, 1994. Compensation for any supplemental contract shall be paid on June 30, 1995.

8. A faculty member who elects to participate in the Program acknowledges that all tax liabilities and consequences are the sole responsibility of the faculty member, except the employer's portion of FICA, if applicable. A Participant will not attempt to hold OCC, its Board of Trustees or individual Board members and faculty members responsible for any tax liability or consequences as the result of payments under this Voluntary Retirement and Separation Program.
9. A faculty member electing to participate in the Program will be required as part of the Separation Agreement to release in writing all claims of any type against OCC.
10. A faculty member who elects to participate in the Program must agree he or she will not apply for unemployment benefits with OCC in the future.
11. A faculty member who elects to participate in the Voluntary Retirement and Separation Program must agree that he or she will not apply for full-time employment with OCC in the future.
12. An eligible faculty member who satisfies all of the above requirements shall receive a lump-sum severance payment on the last regularly scheduled pay date in June, 1995, 1996, 1997 or 1998.
13. A faculty member's rights to MPSERS benefits are governed solely by the terms and conditions of the Michigan Public School Employees Retirement System. OCC recommends that faculty members consult a MPSERS representative to assess the impact of participating in this Program. Please contact the Service Credit Section of MPSERS, P. O. Box 30026, Lansing, MI 48909, or phone (517) 322-6000 and ask to speak with a Retirement Counselor.
14. A faculty member who elects to participate in the Program shall have the right to revoke his or her participation within seven (7) days after the faculty member executes the Separation Agreement. This revocation must be in writing and addressed to the Executive Director of Human Resources.
15. OCC recommends that the faculty member consult with his or her attorney and financial advisor before making a decision whether to participate in this program.

On behalf of:

OCC BOARD OF TRUSTEES



Edward D. Callaghan
Executive Director of Human Resources

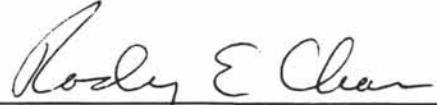
OCC FACULTY ASSOCIATION



Jon L. Lundgren
Chief Bargainer, OCCFA



Patsy J. Fulton-Calkins
Chancellor



Rodney E. Chase
President, OCCFA

LETTER OF UNDERSTANDING #2
BETWEEN
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

COURSE SECTION COMBINATIONS

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

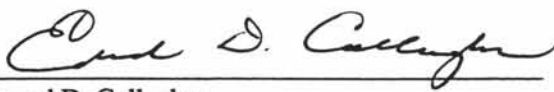
WHEREAS, the above-mentioned parties agree as follows:

- 1) The parties agree that individuals who wish to combine classes shall submit a proposal to the appropriate collegewide discipline who shall submit its recommendations to the appropriate department and dean. The proposal shall specifically identify the sections/courses to be combined and shall include an explanation of why this is academically appropriate. Proposals must be submitted to the dean no later than January 15 of each contract year.
- 2) The dean shall approve/disapprove the request no later than January 31 of each contract year. In making such determinations, the dean shall consider:
 - 1) the relatedness of the subject matter courses proposed to be combined;
 - 2) the advantages of combining basic and advanced students;
 - 3) the likelihood of the course offering if combination is not permitted.


As a general rule, no more than two (2) sections of separate courses shall be combined. Combinations should result in no more than twenty-five (25) plus two (2) students being taught at the same time. The parties further agree that the actions of the deans in approving or denying such requests shall not be subject to the grievance procedure.

On behalf of:

OCC BOARD OF TRUSTEES

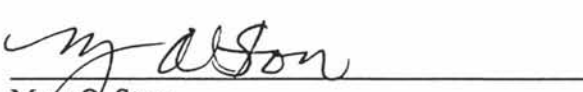


Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications




Richard T. Thompson
Chancellor

OCC FACULTY ASSOCIATION



Mary O. Ston
Chief Negotiator



Charles H. Neumann
President

LETTER OF UNDERSTANDING #3

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

CIS/BIS DISCIPLINE

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

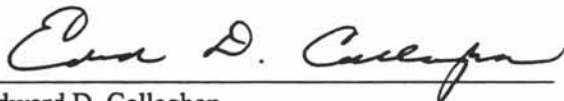
WHEREAS, the above-mentioned parties agree as follows:

- 1) All 1991-92 members of the BIS discipline (specifically, Ann Craigmile, Linda Pososki, and Margaret Kustron) are deemed qualified to teach CIS 100 (Computer Literacy), CIS 104 (Introduction to Computing Concepts), CIS 105 (Computer Applications), CIS 106 (Microcomputer Spreadsheet Concepts), and CIS 108 (Microcomputer Database Concepts). These individuals shall have equal standing with members of the CIS discipline to schedule up to eleven (11) credit hours of the above classes each for Fall and Winter semesters, and up to four (4) credit hours for Spring and Summer semesters with the department chairperson.
- 2) Kathy Lorencz is hereby deemed qualified to teach the courses listed above.
- 3) Any new member of the BIS discipline shall be ineligible to teach any CIS course(s) except those for which he/she possesses the necessary academic qualifications. Scheduling of CIS sections shall be in accordance with the FMA.
- 4) The Administration reserves its right to reject any schedules offered by departments and this Letter of Understanding shall in no way affect that right.

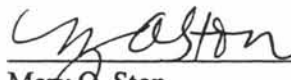
On behalf of:

OCC BOARD OF TRUSTEES

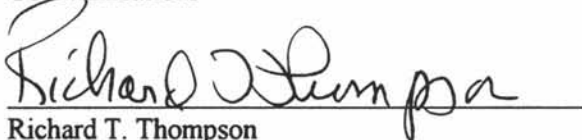
OCC FACULTY ASSOCIATION



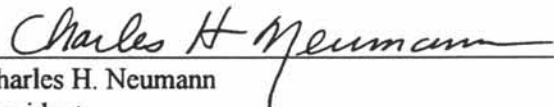
Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications



Mary O. Ston
Chief Negotiator



Richard T. Thompson
Chancellor



Charles H. Neumann
President

LETTER OF UNDERSTANDING #4

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

INTER-DISCIPLINARY COURSEWORK QUALIFICATIONS

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

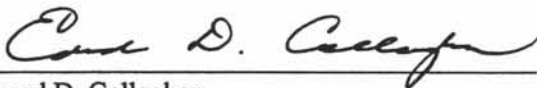
WHEREAS, the above-mentioned parties agree as follows:

- 1) Appendix A of the FMA deals with Minimum Qualification Standards (a master's degree in the discipline or at least eighteen (18) graduate semester credit hours within the discipline). There is a need, however, to assess "inter-disciplinary" coursework and how such coursework may qualify within the required eighteen (18) graduate semester hours for a particular discipline. In order to make such an assessment, a joint academic discipline-administrative review process has been established.
- 2) Any faculty member who wishes to teach within another discipline may request to have such "inter-disciplinary" coursework reviewed for the purpose of determining whether that coursework qualifies as graduate credit hours within that discipline. Such requests must be made in writing to the Human Resources Department, with a copy to OCCFA, prior to any application to teach in the discipline.
- 3) A committee to evaluate such "inter-disciplinary" courses will be composed of a member of the discipline chosen by and from each campus department through which courses in the discipline are taught and a representative from the Human Resources Department. The committee may seek the assistance of such subject matter experts as they may mutually agree is necessary.
- 4) In order for such coursework to be approved, both the discipline and Human Resources representatives must agree. Approval by the discipline representatives shall be by majority vote of those representatives.

- 5) Actions of the committee in approving, disapproving, or failing to reach agreement (disapproval) shall not be subject to the Article XV, Grievance Procedure, except by a faculty member whose request is not approved. In such case, the faculty member shall proceed directly to Step 3 of the grievance procedure by having the OCCFA Campus Chairperson file a request for grievance with the OCCFA Grievance Committee. Failure to use this procedure shall serve as a bar to the grievance procedure.

On behalf of:

OCC BOARD OF TRUSTEES

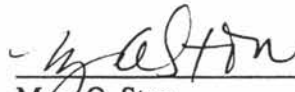


Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications



Richard T. Thompson
Chancellor

OCC FACULTY ASSOCIATION



Mary O. Ston
Chief Negotiator



Charles H. Neumann
President

LETTER OF UNDERSTANDING #5

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

FACULTY WORK LOAD OPTION - 16/14, 14/16

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

WHEREAS, the above-mentioned parties agree as follows:

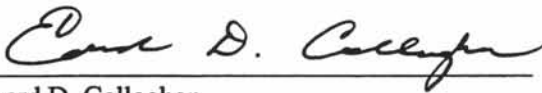
Any full-time faculty member who agrees not to teach any overload classes during the Fall and Winter semesters will be allowed the option to select a work load of sixteen (16) credit hours in the Fall semester and fourteen (14) credit hours in the Winter semester or fourteen (14) credit hours in the Fall semester and sixteen (16) credit hours in the Winter semester.

This option shall be considered an amendment to Article 2.1.E as provided in the 1996-99 Faculty Master Agreement.

On behalf of:

OCC BOARD OF TRUSTEES

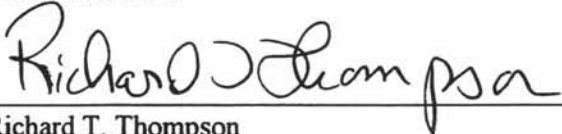
OCC FACULTY ASSOCIATION



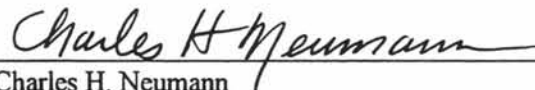
Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications



Mary O. Ston
Chief Negotiator



Richard T. Thompson
Chancellor



Charles H. Neumann
President

LETTER OF UNDERSTANDING #6

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

SHORT-TERM AND LONG-TERM DISABILITY PAYMENTS

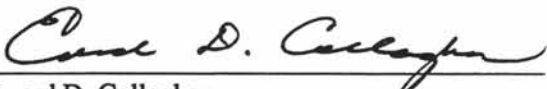
The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

WHEREAS, the above-mentioned parties agree as follows:

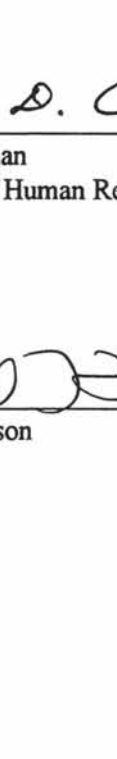
- 1) Short-Term disability pay will be calculated on a weekly basis as follows:
 - a) Annual base salary divided by 43.3 weeks will yield the faculty members' weekly rate.
 - b) Short-term disability payments will be 60 percent (60%) of the faculty members' weekly rate as calculated in 1(a) above.
- 2) Compensation earned or paid compensation will be calculated as follows:
 - a) Base pay earned up to the date of the disability will be calculated using the weekly rate established in 1a) above multiplied by the number of weeks that were earned as of the date of disability.
 - b) Base pay paid up to the date of the disability will be provided by payroll records.
 - c) Compensation earned as of the date of the disability will be the amount earned per 2(a) less the amount paid per 2(b).
 - d) Compensation for faculty members who return to work from disability leave on or before June 30 will be recalculated.
- 3) Compensation [as defined in 2(c) above] earned as of the date of disability will be spread evenly over the faculty members' remaining scheduled pays for the contract year provided the amount is in excess of five hundred dollars (\$500).
- 4) Long-term disability will be calculated as follows:
 - a) Annual base salary divided by twelve (12) months will yield the faculty members' monthly rate for long-term disability payments only.
- 5) This Letter of Understanding is effective as of September 1, 1994.

On behalf of:

OCC BOARD OF TRUSTEES




Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications



Richard T. Thompson
Chancellor

OCC FACULTY ASSOCIATION



Mary O. Ston
Chief Negotiator



Charles H. Neuman
President

LETTER OF UNDERSTANDING #7

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

MINIMUM OVERLOAD HOURLY COMPENSATION FOR
COUNSELORS, LIBRARIANS, AND IIC FACULTY

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

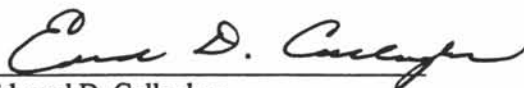
WHEREAS, the above-mentioned parties agree as follows:

- 1) No faculty members will be paid overload hourly rates at no less than the Step 3 adjunct faculty non-teaching hourly rate of pay.


On behalf of:

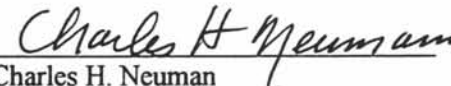
OCC BOARD OF TRUSTEES

OCC FACULTY ASSOCIATION


Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications


Mary O. Ston
Chief Negotiator


Richard T. Thompson
Chancellor


Charles H. Neuman
President

LETTER OF UNDERSTANDING #8

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

FACULTY RELEASE TIME

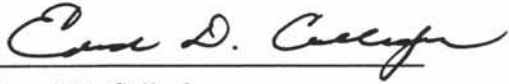
The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

WHEREAS, the above-mentioned parties agree as follows:

1. The excess hours of release time for the calendar years 1992, 1993 and 1994 will be repaid to the College in the sum of \$30,000. OCCFA will pay the College \$10,000 at the end of each semester (Fall, Winter and Spring) during the 1995-96 academic year. This method of payment will eliminate the \$30,000 release time liability of OCCFA.
2. The analysis of OCCFA release time hours after the period covered in #1 above will be done on a contract year (September 1 to August 31) basis.
3. For contract year 1995-96 and thereafter, each excess hour of OCCFA release time as provided in Section 2.1(L)(7) of the Faculty Master Agreement will be calculated, billed and paid at the overload rate then in effect for B courses with twenty-five (25) students.
4. Release time hours covered by the College for January 1, 1995 through August 31, 1995 will be prorated to a total of sixteen (16) hours for that time period (24 hours per year 2/3 of a year). If there is an overage for this period it will be calculated, billed and paid in accordance with #3.
5. As of September 1, 1995, and thereafter, the parties will convert to a full contract year basis with a maximum of 24 hours allowed for each contract year.
6. Whenever possible the College will bill OCCFA each September for any overage for the previous contract year with OCCFA making payment for same by the following November 1.

On behalf of:

OCC BOARD OF TRUSTEES



Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications



Richard T. Thompson
Chancellor

OCC FACULTY ASSOCIATION



Mary O. Ston
Chief Negotiator



Charles H. Neumann
President

LETTER OF UNDERSTANDING #9

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-99

GUIDELINES FOR CONTRACT TRAINING CLASSES

1. GUIDELINES

The following guidelines are consistent with the provisions of Section 16.7, 16.8, and 16.9, and of the Faculty Master Agreement.

2. POSTINGS

The Workforce Development Office will send a posting to all Department Chairs and Deans. The postings will be identified as a contract training opportunity and will include the following information: course title, credit hours, if applicable, day(s); date(s); time and class location as well as the college contractor coordinator. All contract training units (e.g., BPS, WPS, MTS) will use the attached posting. OCCFA will be notified of all client-prescribed providers.

3. SUBMISSION OF LETTERS OF APPLICATION

Any full-time faculty member interested in a contract training class opportunity will submit a letter of application to the Workforce Development Office based on the time lines of the posting. Each faculty member who submits a letter of application will be notified by the Workforce Development Office of the name of the individual selected for the contract training activity.

4. FACULTY INTEREST DATA BASE

Faculty members interested in teaching contract training classes will submit a letter of intent by September 30 of each year. A data base will be established each year in the month of October in which a record will be kept of any faculty members expressing interest in contract training classes. Faculty members who provide a letter of intent will be considered for training opportunities consistent with the provisions of Section 16.7, 16.8, and 16.9 of the Faculty Master Agreement. In addition, letters of intent may be submitted to the Workforce Development Office throughout the academic year.

5. COMPENSATION

Compensation for contract training classes shall be no less than the minimum contact hourly rate as established by the Faculty Master Agreement. Release time and/or a supplemental contract may be granted in lieu of the contract hourly rate. Compensation for credit contract training classes shall be compensated on an ICH pay rate.

OAKLAND COMMUNITY COLLEGE
CONTRACT TRAINING OPPORTUNITY POSTING

Date _____ Posting No. _____

Client: _____

Course Title: _____

Course Code: _____

Credit Hours: _____ Non Credit _____

Day(s): _____

Date(s): _____

Time: _____

Class Location: _____

Posting Deadline: _____

College Contract Coordinator: _____
Name

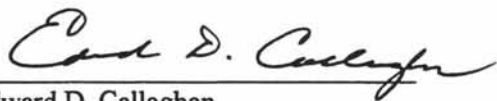
_____ Phone No.

Additional Requirements: _____


PLEASE NOTE: This is a contract class. Instructors may be required to perform special duties prescribed by either the client or grant funding source. Contact the contract coordinator listed above if you have any questions. This contract training is contingent upon meeting minimum enrollment and is subject to change per the company's production or other client requirements.

On behalf of:

OCC BOARD OF TRUSTEES



Edward D. Callaghan
Vice Chancellor of Human Resources/
Communications

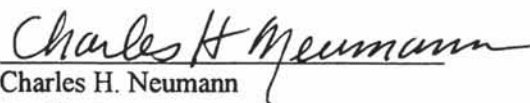


Richard T. Thompson
Chancellor

OCC FACULTY ASSOCIATION



Mary O. Ston
Chief Negotiator



Charles H. Neumann
President

LETTER OF UNDERSTANDING #10

BETWEEN

OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
AND
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

1996-1999

1999-2000 ACADEMIC CALENDAR AND
VOLUNTARY RETIREMENT SEPARATION PROGRAM

The Oakland Community College Board of Trustees (hereinafter referred to as the Board) and the Oakland Community College Faculty Association (hereinafter referred to as the Faculty Association),

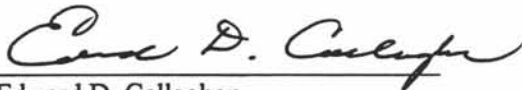
WHEREAS, the above mentioned parties agrees as follows:

1. The parties will meet in January of 1998 regarding the feasibility of establishing an academic calendar for the 1999-2000 academic year.
2. The parties agree to meet in January of 1998 regarding the feasibility of establishing a voluntary retirement separation program for the 1998-1999 contract year.
3. Discussions regarding #1 and #2 above will end March 15, 1998.
4. Any agreement(s) reached is subject to approval of OCCFA and the Board of Trustees.

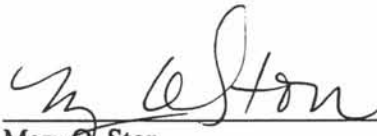
On behalf of:

OCC BOARD OF TRUSTEES

OCC FACULTY ASSOCIATION



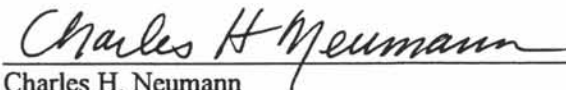
Edward D. Callaghan
Vice Chancellor of Human Resources/
Communication



Mary O. Ston
Chief Negotiator



Richard T. Thompson
Chancellor



Charles H. Neumann
President

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