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8/14/97

**1994-1997
AGREEMENT**

Oakland University

**Between
Oakland University
and
the Oakland University Chapter,
American Association of University Professors**

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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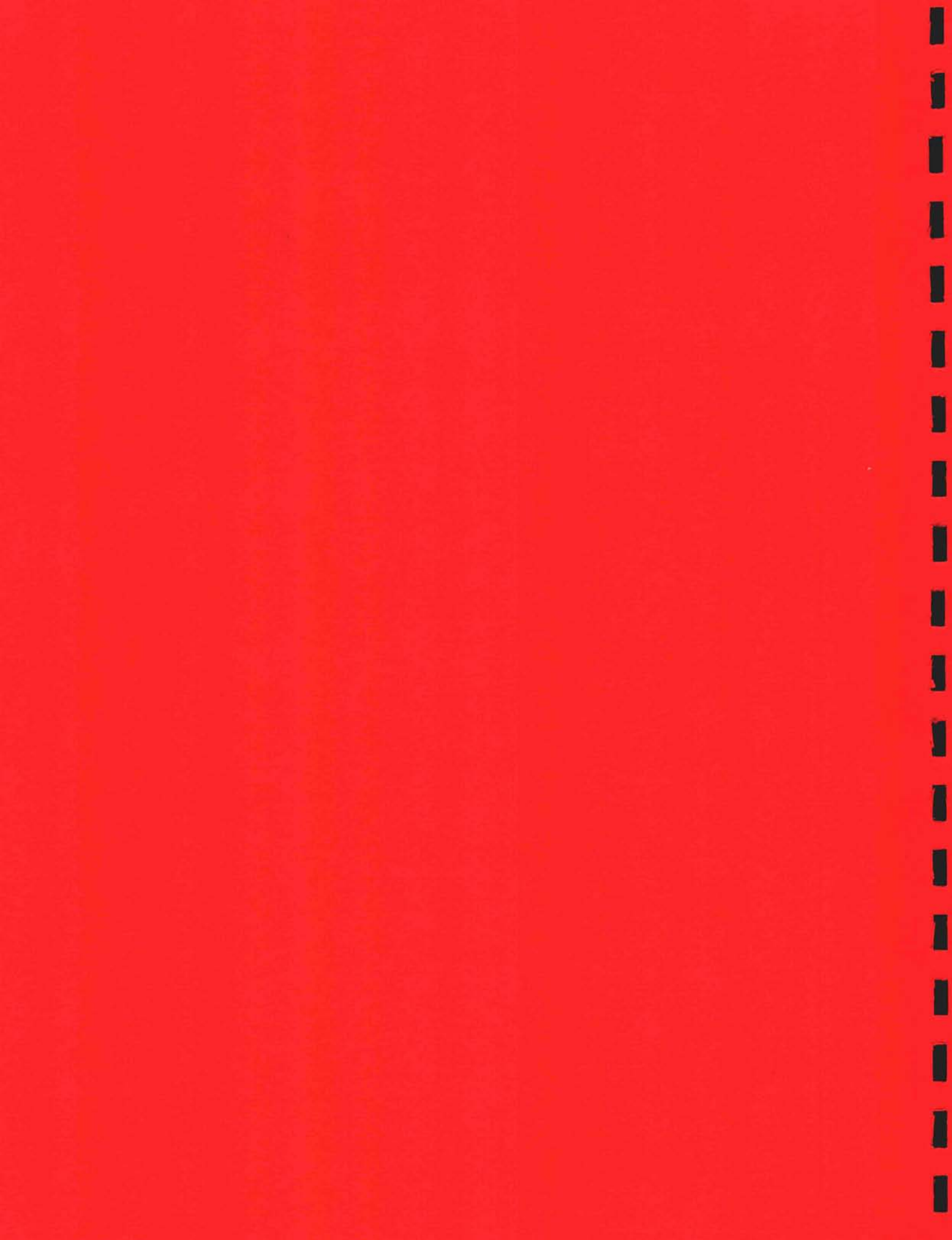


TABLE OF CONTENTS

	Page
Agreement	1
Preamble	1
Article	
I. Definitions	1
II. Recognition	2
III. Work of the Bargaining Unit	2
IV. Academic Titles	2
V. Association Rights	5
VI. University Management	7
VII. Faculty Employment, Re-employment, and Tenure	8
Employment Procedures	8
Appointment of Departmental Chairpersons	8
Periods of Employment	9
General Provisions	12
Review of Instructors	15
Review of Assistant Professors	17
Review of Associate Professors	21
Committee on Appointment and Promotion (CAP)	21
Faculty Re-employment and Promotion Committee (FRPC)	22
Tenure Review Commission (TRC)	24
Optional Review for Tenure	24
Review for Promotion of Tenured Faculty	25
Internal Review Commission	26
Review of Special Instructors	27
Review of Faculty on Layoff	27
Grievance Procedures	27
VIII. Layoff and Recall	28
Types of Layoff	28
FTE Computations	29
Order of Layoff	30
Layoff Procedures	31
Notice of Layoff	33
Monetary Entitlement	33
Recall	34
IX. Discipline and Discharge	37
X. Professional Responsibilities	38
Outside Professional Work	39
XI. Salary for Full-Time Non-Visiting Faculty	39
Regular Annual Salary	39
Salary for Chairperson	41

TABLE OF CONTENTS

		Page
	Salary for Coordinators	42
	Spring and Summer Rate of Pay	42
	Fall/Winter Off-Campus Overload Pay	43
XII.	Compensation for Visiting Faculty	43
XIII.	Special Lecturers	44
XIV.	Duration of Salary	45
XV.	Faculty Salary Payment Option	45
XVI.	Insurances	46
	Health Care	49
	Dental	49
	Life	50
	Travel	51
	Accidental Death and Dismemberment	51
	Professional Liability	51
	Long-Term Disability	51
XVII.	Enrollment in Courses	52
XVIII.	Retirement	53
	Multiple Option Program	53
	Supplemental Retirement Plans	53
	Reduced Work Schedule Prior to Retirement	54
	Privileges and Benefits for Retired Faculty	54
XIX.	Faculty Travel	55
XX.	Leaves with Pay	55
	Sabbatical Leaves	57
	Research Fellowships	59
	Professional Development and Research Leaves	59
	Absence/Sick	60
XXI.	Unpaid Leaves	61
XXII.	Academic Librarians	65
XXIII.	Work or Business Interruption	65
XXIV.	Grievance Procedure	66
XXV.	Guarantee of Rights	68
	Access to Personnel Files	68
XXVI.	Department Chairperson	69
XXVII.	Appointment Dates	69
XXVIII.	Past Practices	71
XXIX.	University Calendar	71
XXX.	Miscellaneous Provisions	71
	Meeting	71
	Interest Succession	71

TABLE OF CONTENTS

	Page
Agreement Construction	71
Separability	71
Employee Conditions	72
XXXI. Minimum Terms	72
XXXII. Amendment	73
XXXIII. Exchange of Information	73
XXXIV. Effective Date and Duration	73
XXXV. Appendices	75
A. University Salary Levels	76
B. Pay Groups	81
C. Student-Faculty Ratio	82
D. Travel Reimbursement Rates	84
E. Letter of Agreement	85
Letters of Intent	88



AGREEMENT

Agreement between the Board of Trustees of Oakland University, Rochester, Michigan, and the Oakland University Chapter of the American Association of University Professors.

PREAMBLE

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

The parties recognize that employees described below are entitled to fair and reasonable conditions of employment, and to methods of fair and peaceful adjustment of all disputes that may arise in the course of their employment. Therefore, the parties have negotiated an agreement setting forth the terms of employment with respect to wages and working conditions for such employees. The parties agree as follows:

ARTICLE I DEFINITIONS

1. As used in this Agreement, except as its context otherwise may require:
 - a. "Oakland" means the Board of Trustees of Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan, and administrative agents of said Board.
 - b. "Association" means the Oakland University Chapter, American Association of University Professors.
 - c. "Bargaining Unit Faculty" means the employees, collectively, covered by Article II. "Bargaining Unit Faculty Member" means an individual bargaining unit member as defined in Article II. (References in the contract to "faculty members" shall mean bargaining unit faculty members.)
 - d. "Academic units" are comprised wholly of bargaining unit faculty members represented by the Association whose primary appointments are in the corresponding department, school, Eye Research Institute, or the library.
 - e. Departments are organizational entities established by Oakland and are not academic units as defined for purposes of this Agreement.
 - f. CAP is the Committee on Appointment and Promotion for a school, library, or college; FRPC is the Faculty Re-employment and Promotion Committee.

ARTICLE II RECOGNITION

2. Pursuant to and in accordance with applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, Oakland recognizes the Association as exclusive bargaining representative for all full-time and regular part-time faculty members who engage in teaching of credit courses, professional library service, academic research, or some combination thereof, and who are granted academic titles specified in Article IV, paragraphs 5, 6, 7, and 9 but excluding (a) executive or supervisory employees, (b) the researchers described in paragraph 8, and (c) all other persons employed by Oakland. For purposes of this Agreement, academic department chairpersons, coordinators, and program directors are not considered executive or supervisory, and are represented by the Association.

ARTICLE III WORK OF THE BARGAINING UNIT

3. All professional library service and teaching of credit courses shall be exclusively the work of members of the bargaining unit except that:
 - a. persons excluded from the bargaining unit pursuant to Article II who hold academic titles set forth in Article IV, paragraphs 5 and 6, may perform unit work not to exceed one course per academic year unless otherwise approved by the academic unit in which the teaching is to occur.
 - b. persons holding academic titles set forth in Article IV, paragraph 10, may perform bargaining unit work.

ARTICLE IV ACADEMIC TITLES

4. Only persons holding an academic title under this Article IV may engage in teaching of credit courses, academic research, or professional library service. Exceptions are students progressing toward a degree who may engage in academic research or professional library service, and graduate students progressing toward a degree who, upon recommendation of the academic unit, and with the approval of Oakland, may teach credit courses. Post-doctoral fellows, research assistants, and research associates also may engage in academic research. No academic titles shall be granted except those set forth in this Article IV. All academic titles shall be granted in accordance with this Agreement, whether or not the person granted the title is a member of the bargaining unit. Any title granted shall be accompanied by a specification of primary appointment.

5. The titles "professor," "associate professor," "assistant professor," and "instructor" are granted subject to the Tenure Review Process in Article VII.
6. The title "special instructor" is granted subject to the review procedures in Article VII. This title may be granted to full-time faculty members whose academic qualifications are different and distinct from those required of faculty members pursuant to paragraph 5. Professional responsibilities assigned to special instructors generally will place greater emphasis on teaching and less emphasis on academic research and scholarly activities than is the case for persons holding titles under paragraph 5. Special instructors are entitled to all perquisites of faculty membership and employment including sabbatical leaves.
7. "Visiting" titles with the ranks listed in paragraphs 5 and 6 may be granted to persons employed full-time for periods of no more than four years, except that such periods may be extended with the approval of both the respective academic unit and the Association. Persons employed as visiting faculty shall have professional qualifications associated with the corresponding titles in paragraphs 5 and 6. A visiting faculty member has no right to continuation of employment following the expiration of his or her term of appointment.
8. The titles "senior research scientist," "associate research scientist," and "assistant research scientist" may be granted to individuals engaged in research and whose salaries are supported by grants and/or contracts. Persons holding these titles are not represented by the Association and do not have any rights under this Agreement. The continuation of such positions is subject to the availability of funds.
9. Regular part-time employment is defined as teaching sixteen or more credits in an academic year. A person rendering such service shall be titled "special lecturer" and shall be represented by the Association during such period. Employment periods shall be one year, commencing August 15, renewable indefinitely.
10. Persons rendering part-time teaching services not meeting the criterion of paragraph 9, or providing applied skills instruction on a part-time basis, may be granted an appropriate descriptive title (e.g., lecturer or applied music instructor). Employment periods for such persons shall be one term in length, renewable indefinitely.
11. **Honorary Titles**. Academic appointments of an honorary nature may be granted by Oakland. Each academic unit, as listed in paragraph 41a.(6), shall have the right to make recommendations concerning honorary appointments and reappointments. Except for appointments referenced in paragraphs 12 and 13, honorary titles containing the word "professor" may be granted only with the recommendation of the appropriate academic unit. Each unit shall develop

procedures for making recommendations to Oakland. Conditions of such honorary appointments are:

- a. Appointments shall not exceed five years, renewable indefinitely.
 - b. The appointee shall receive only token or no compensation unless part-time teaching services are rendered or an appointment under paragraph 5, 6, or 7 above is held. Appointees rendering such part-time teaching services shall be paid and represented by the Association as described in paragraphs 9 and 10 above.
12. A "professor" may be named a "distinguished professor" with such designation to continue for the duration of the individual's active service at Oakland (except for removal for cause). An annual award stipend to be determined by Oakland may accompany such designation. Prior to granting this title, Oakland shall consult with FRPC.
13. Conditions for awarding the title "emeritus(a) professor" are established by Oakland.
14. **Primary Appointment.** Each faculty member shall have a primary appointment in an academic unit, as listed in paragraph 41.a.6. The primary appointment may be transferred subject to the following:
- a. The receiving academic unit shall have an opportunity to make a recommendation on the proposed transfer. If the academic unit recommends against the transfer, Oakland may accept this recommendation or, with the approval of the faculty member, refer the matter to FRPC for its review and recommendation. Oakland shall then determine to make or not make the transfer.
 - b. A tenured faculty member will maintain his or her tenure status.
 - c. The faculty member's salary, level assignment and personal factor shall be maintained unless the faculty member and Oakland agree to a different salary. In that case, a new level assignment will be made which at midrange is closest to the faculty member's new salary.
 - d. The seniority of the faculty member will be defined as being one day less than that of the most junior faculty member of his or her rank in the new unit at the time the transfer occurs.
 - e. Accrued leave eligibility will be retained.

ARTICLE V
ASSOCIATION RIGHTS

15. Oakland shall not discriminate against any faculty member because of his or her membership or non-membership in the Association.
16. List of Unit. By October 1 of each year Oakland shall send to the Association a list of all faculty members. Oakland also shall provide the Association with:
 - a. a monthly list of any changes in the unit.
 - b. the name, mailing address, academic unit and salary of any new faculty member within thirty days of receipt of a signed letter of acceptance of offer of employment.
 - c. a list of all non-bargaining unit faculty and courses they are teaching within forty-five days of the start of each teaching assignment.
17. Association Membership. All faculty members covered in paragraph 2 shall be required, as a condition of continued employment, to become members of the Association or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership, within thirty days of the effective date of this Agreement.
18. Association membership, or status as an agency fee payer, shall be established by filing a signed payroll deduction authorization with Oakland.
19. Within thirty days after receiving any list required by paragraph 16, the Association shall:
 - a. notify Oakland of the names of faculty members who are members of the Association, and certify the periodic dues payable by each member;
 - b. notify Oakland of the names of faculty members who are non-members and certify the periodic agency fees payable by each non-member;
 - c. provide a signed payroll deduction authorization for any faculty member on either list for whom such an authorization is not on file.
20. Professional Dues Deduction. Within thirty days after receiving the initial list required by paragraph 16 and once monthly thereafter during the term of this Agreement or until further notified by the Association, Oakland will, for each faculty member named on such lists who on the last payroll date of the month involved has earned sufficient compensation and has authorized Oakland to do so, deduct from

the faculty member's compensation and remit to the Association an amount equal to the periodic professional dues or agency fee listed as payable to the Association for the faculty member's account. Oakland will have no obligation to deduct or remit the amount payable for any faculty member whose withholding authorization reaches the payroll department after the tenth of the month or who does not have sufficient compensation due on the last payroll date of any month to pay the faculty member's account with the Association. The Association will indemnify Oakland against all liability Oakland may incur by reason of any dues deduction or remittance pursuant to this paragraph.

21. All sums deducted by Oakland shall be remitted to the Association's financial officer on a timely basis each month together with a list showing the amount of professional dues or agency fee deducted from each faculty member.
22. Oakland shall not be liable to the Association by reason of this Article for remittance or payment of any sum other than that constituting actual deductions made from pay earned by the faculty member.
23. The Association shall have thirty days from the receipt of the list required by paragraph 16 to encourage faculty members named on the list to file the required deduction forms.
24. The Association shall notify the faculty member by certified or registered mail that he or she is delinquent in not tendering the professional dues or agency fee, specify the current amount of the delinquency, and warn that unless delinquent professional dues or agency fees are paid and a properly executed deduction form is tendered, the faculty member shall be reported to Oakland and a penalty shall be levied against him or her.
25. The Association shall give a copy of the letter and the following written notice to Oakland at the end of the thirty day period:

The Association certifies that _____(Name)_____ has failed to tender the periodic professional dues or agency fees required as a condition of continued employment under the 1994-97 Faculty Agreement and demands that, under the terms of this Agreement, Oakland penalize the faculty member.
26. If a full-time faculty member fails to tender the dues or fees required, Oakland shall deduct the greater of (1) an amount equal to 4/365 of the faculty member's regular annual salary, or (2) 125% of the current annual Association dues, fees, and general membership special assessments, from any salary due the faculty member, and shall suspend such person for the requisite period. Such reductions in salary shall cause reductions in salary-related fringe benefits.

If a part-time faculty member refuses to tender the dues or fees required, such faculty member shall not be re-employed to teach credit courses at Oakland until such dues or fees are paid. The Association shall provide periodic lists of persons who are delinquent.

27. The Association shall protect and hold Oakland harmless from any and all claims, demands, and other forms of liability by reason of action taken in compliance with this Article as long as Oakland shall cooperate with the Association in the defense of any such claims, demands, and potential liabilities. Any legal defense required against such claims, demands and liabilities shall be controlled by the Association.
28. **Association Use of Facilities and Services.** The Association may use Oakland's facilities and services for transaction of official Association business at reasonable times, provided such utilization does not interrupt normal Oakland operations. Oakland may charge the Association for such use at a rate not to exceed that charged to academic departments for the same use, provided that no charge will be made for joint meetings with representatives of Oakland's administration.
29. **Association Office Space.** Oakland shall provide separate office space for the Association's use at no charge to the Association.
30. Oakland shall permit officers of the Association designated by the Association to have reduced primary work assignments. The sum of all reductions shall not exceed ten four-credit courses or equivalent during the three academic years of this Agreement. The Association shall inform Oakland of its designations in sufficient time that necessary adjustments in class schedules may be made.
31. Subject to carrier approval, the Association may designate any of its employees to participate in the medical and dental insurance programs described in paragraphs 108 - 114, with no expense to Oakland.

ARTICLE VI UNIVERSITY MANAGEMENT

32. **General.** Subject only to terms of this Agreement, Oakland has the legal responsibility and the right to select, implement, and manage its academic and non-academic operations and programs. As part of these rights and responsibilities, Oakland shall have the right to (a) hire, assign, promote, schedule, layoff, recall, discipline and discharge its faculty members; (b) determine the schedule of the academic year; (c) locate, relocate, and remove its equipment and facilities; and (d) control all of its property.
33. **Management Practices.** Oakland's existing rights, privileges, and responsibilities to manage its academic and non-academic operations not specifically delineated

by this Agreement shall continue in full force and effect. If specific terms of this Agreement conflict with such rights, privileges, and responsibilities, then the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict; but this Agreement in all cases shall be interpreted so as not to deprive Oakland of its legal authority to control all final decisions regarding its academic and non-academic programs.

ARTICLE VII FACULTY EMPLOYMENT, RE-EMPLOYMENT, AND TENURE

34. **Employment Procedures.** Each academic unit shall have the right to make recommendations concerning initial employment within the corresponding unit of all persons with academic titles specified in Article IV, including a recommendation concerning whether such employment shall be with or without tenure, as appropriate. Each academic unit shall develop its own procedures and criteria for making such recommendations to Oakland, which shall initiate all offers of employment. In the case of employment of a faculty member with tenure, FRPC shall have the opportunity to make an employment recommendation to Oakland. In the case of employment of a faculty member with job security, the appropriate CAP shall have the opportunity to make an employment recommendation to Oakland. At the time of employment, Oakland shall determine the value of any prior experience for the purposes of paragraph 38b below; the faculty member shall be notified as to the valuation.
35. **Appointment of Department Chairpersons.** Department chairpersons are appointed by Oakland for a three-year term, which term may be renewable, or may be extended for one year. An acting chairperson may be appointed for up to a one-year term, which term may be renewable. Before appointing a chairperson, Oakland must consult with all tenured faculty members in the department, and with such other persons as Oakland deems appropriate. In departments with fewer than five tenured faculty, the five highest ranking members of the department (or all members if there are fewer than five members) must be consulted. In unusual circumstances, Oakland may appoint an executive officer over a department, after consultation with all other department chairpersons in the relevant school or college.
36. Oakland may withdraw its appointment of a department chairperson only after Oakland consults with all tenured faculty members in the department, and with all other departmental chairpersons in the relevant school or college.
37. **Non-Tenured Employment.** A faculty member employed by Oakland shall serve without tenure or job security until granted tenure or job security by Oakland pursuant to the processes described below. These processes are not applicable to visiting and part-time faculty. However, each academic unit shall establish and

publish a statement of its procedures and criteria for making recommendations on employment and re-employment of visiting and part-time faculty.

38. **Non-Tenured Employment Periods.** A faculty member subject to the Tenure Review Process may be employed and/or re-employed by Oakland in rank according to the following schedule:

a. Instructor.

Employment as instructor shall be for a term of three years after which an instructor not promoted to the rank of assistant professor shall not be re-employed as a full-time faculty member. A faculty member reviewed and promoted shall be further reviewed under the schedule for second and subsequent re-employments pursuant to subparagraph 38b.(1) below.

b. Assistant Professor.

An assistant professor subject to the Tenure Review Process may be employed and/or re-employed by Oakland in rank according to the following schedule:

- (1) Except as noted below, employment as assistant professor shall be for an initial term of three years. A faculty member may be reappointed to two additional terms of two years each, after which an assistant professor not re-employed with tenure shall not be re-employed as a full-time faculty member.
- (2) The length of the initial term may be reduced by any period of prior employment at Oakland as an instructor.
- (3) The length of the initial term may be reduced by any period of prior employment at Oakland as a visiting faculty member.
- (4) For individuals with two years of prior experience under the provisions of subparagraph 38b.(6) below, the initial term shall be waived, the second term shall be three years, and the final term shall be two years.
- (5) For individuals with three years of prior experience under the provisions of subparagraph 38b.(6) below, the initial term shall be waived, the second term shall be two years, and the final term shall be two years.
- (6) The following rules apply in determining prior experience:

(38b. continued)

- (a) The maximum years of prior experience that can be aggregated under this paragraph, for the purpose of reducing the period of non-tenured employment, is three.
 - (b) Faculty members will receive written notification from Oakland, at the time of appointment, of credit to be given for prior experience. Full-time teaching experience at another college or university, full-time teaching experience at Oakland with a visiting title, or other appropriate professional experience shall be counted at full value (up to the maximum of three years) unless the faculty member and Oakland agree, within one year subsequent to employment, to a lesser value. Furthermore, under unusual circumstances, the review schedule determined in this paragraph may be modified pursuant to paragraph 38f. below.
 - (c) Faculty members will receive written notification from Oakland, during the hiring process or within six months thereafter, of the opportunity to revise the review schedule.
- (7) An assistant professor re-employed with tenure shall be promoted simultaneously to associate professor, except that an assistant professor in the Library or in the School of Nursing may be granted tenure without promotion to the rank of associate professor if he or she did not at the time of initial employment as an assistant professor have the academic degrees or equivalent credentials normally prerequisite to employment at Oakland as an associate professor in his or her appointment discipline.
- (8) A faculty member employed pursuant to 38b.(1) shall be reviewed during the first term under review procedures 41c.(1), during the second term under review procedures 41c.(2) and during the third term under review procedures 41c.(4). A faculty member employed pursuant to schedule 38b.(4) shall be reviewed during the first term under review procedures 41c.(2) and during the second term under review procedures 41c.(4). A faculty member employed pursuant to schedule 38b.(5) shall be reviewed during the first term under review procedures 41c.(3), and during the second term under review procedures 41c.(4).
- c. Associate Professor. Employment without tenure in the rank of associate professor for a person not previously employed by Oakland as a faculty member shall be for an initial term of four years, after which an associate professor not granted tenure by Oakland shall not be re-employed as a full-time faculty member. No person previously employed by Oakland as a full-time non-visiting

faculty member may be promoted to the rank of associate professor without being granted tenure.

- d. Special Instructor. Employment in the rank of special instructor shall be for an initial term of three years. Such faculty member may be re-employed for one additional term of two years after which a special instructor shall not be re-employed as a full-time faculty member unless granted job security.
- e. Transfer to Special Instructor. A faculty member employed pursuant to 38a. or 38b. above may be considered for re-employment as a special instructor rather than for re-employment as specified in those subparagraphs if the following conditions are met:
 - (1) The faculty member, his or her academic unit, and Oakland agree to the transfer, and
 - (2) such agreement is reached prior to the earlier of the following: the third anniversary of the faculty member's initial full-time employment or the commencement of the faculty member's 41c.(2) or 41c.(3) review.

If these conditions are met, the faculty member will be reviewed at the next normal review date, but under provisions of subparagraph 42a. If such review results in re-employment such re-employment shall be for a term of two years or such greater period which when added to his or her previous period(s) of employment as a faculty member totals five years. During such employment term, a special instructor will be reviewed under review procedures 42b. If such review does not result in re-employment with job security, such person shall not be re-employed as a full-time faculty member.

- f. Provision for Change in Review Schedule. Circumstances may make it desirable to postpone or advance the review schedule for a faculty member. Examples of such circumstances might include extended absence due to illness, injury, or disability due to pregnancy or childbirth; appointments that begin shortly after August 15; reassessment of the prior experience awarded under paragraph 38b.; unforeseen significant changes in the faculty member's activities during paid or unpaid leaves; or any partial leave. Under such circumstances, and upon recommendation of the faculty member's chairperson (or dean, in the case of a faculty member in an academic unit not headed by a chairperson), Oakland and the faculty member may agree in writing to postpone or advance the review schedule by one year.

- 39. Tenured Employment. A faculty member may be employed by Oakland with tenure according to the following schedule.

- a. Assistant Professor. Employment in the rank of assistant professor in the faculty of the Library and the School of Nursing shall be with tenure from the date of a faculty member's re-employment as assistant professor resulting from a 41c.(4) review.
 - b. Associate Professor. Employment in the rank of associate professor for a person previously employed by Oakland as a full-time non-visiting faculty member shall be with tenure from the date of his or her re-employment as an associate professor. Employment in the rank of associate professor for a person not previously employed by Oakland as a faculty member may be with or without tenure from the date of his or her employment as Oakland shall in its sole discretion determine.
 - c. Professor. Employment in the rank of professor shall be with tenure from the date of a faculty member's employment in that rank.
40. Employment With Job Security. Employment in the rank of special instructor shall be with job security from the date of a faculty member's second re-employment as special instructor except as provided in paragraph 38e.
41. Re-employment, Promotion, and the Tenure Review Process. Subject to the provisions set forth herein, Oakland shall decide if a faculty member shall be re-employed, promoted, and/or tenured. Oakland shall make all decisions at the designated points in the following Tenure Review Process.
- a. General Provisions.
 - (1) Oakland shall inform each faculty member subject to the tenure review process of the area or areas of professional responsibility within which the faculty member will be judged by Oakland with respect to future employment, promotion, tenure, and job security. Each academic unit shall establish and publish a Review Statement which includes the criteria, priorities, and procedures it will use for each level of review. The procedures in the Review Statement shall be consistent with paragraph 186. In particular, the faculty member shall have access to all materials in the files generated during the review, and shall not be required and/or solicited to enter into any waiver of the right to examine any and all letters of evaluation.

For all reviews, the academic unit, CAP, and FRPC shall use, with respect to reappointment, promotion, tenure, and job security, only those criteria and priorities contained in the FRPC-approved Review Statement.

(41a. continued)

Each academic unit headed by a chairperson may develop a revised Review Statement which shall be submitted to the appropriate CAP. In academic units not headed by a chairperson, CAP may develop its own revised Review Statement. If a CAP does not approve a revised statement, the unit shall have the opportunity to review and resubmit its statement. If CAP does not approve the resubmitted Statement or the academic unit chooses not to further revise its Statement, at least two members of each body (chosen by their own internal procedures) shall meet and try to reach agreement. Any revised statement developed through this consultation shall be submitted to both the unit and CAP for approval.

The final revised statement, whether or not approved by CAP, along with CAP comments, shall be submitted by the unit to FRPC by September 15 of the academic year before the academic year in which the Revised Statement is to be effective. Initial FRPC review of any revised statement shall be completed by November 15. If FRPC does not approve of a revised statement, the unit shall have the opportunity to resubmit its statement. If FRPC does not approve the resubmitted statement, or the academic unit chooses not to further revise its Statement, at least two members of each body (chosen by their own internal procedures) shall meet and try to reach agreement. Any revised statement developed through this consultation shall be submitted to both the unit and FRPC for approval. If FRPC and the academic unit are still unable to reach agreement, the final decision shall lie with FRPC, such decision to be reached by March 1.

A new academic unit shall establish and publish a Review Statement with the approval of such Review Statement following the sequence and timing noted above.

FRPC may not require an academic unit to revise its Review Statement until at least five years has passed since the unit's latest Review Statement was approved.

The academic unit shall provide each of its members with a copy of the current FRPC-approved Review Statement. If an academic unit fails to establish and/or publish a Review Statement, such event shall not be grievable.

- (2) All recommendations specified in the Tenure Review Process regarding re-employment, promotion or tenuring of a faculty member shall be written and forwarded to the faculty member concurrently with forwarding such recommendations to the subsequent review step. Reviewing entities also

(41a. continued)

have the responsibility to provide the Association, within three (3) days of such recommendation, the name of any individual not being recommended for re-employment, promotion, or tenure.

- (3) Any faculty member aggrieved by any recommendation in the course of his or her review or believing a violation of an approved procedure has occurred, shall have the right to submit a written objection (including evidence the candidate deems relevant) to the subsequent review entity. A copy of the objection shall be sent to the person, committee, or entity that made the recommendation. The objection must be made within two weeks of the recommendation. The two-week period shall run concurrently with the subsequent review period and failure to object during that period shall not prevent that review or subsequent reviews from occurring. The objection shall become a part of the faculty member's record for the remainder of the Tenure Review Process.

If Oakland decides not to re-employ, promote or tenure a faculty member, the faculty member shall be entitled to receive, within twenty working days of that decision, an oral statement of the reasons upon which that decision is based, and, if requested by the faculty member, a written statement within twenty working days following said request.

- (4) A faculty member being reviewed by an academic unit, CAP, or FRPC shall have the right to be present when oral testimony is taken from anyone not a member of the reviewing body but present before that body, except as provided in 41e.(9). A faculty member shall have the right to be accompanied or represented by another faculty member of the University when such testimony is taken.
- (5) Each academic unit shall submit for Oakland's approval a statement of the faculty review procedures that it proposes to use in the Tenure Review Process established pursuant to the Article. If Oakland does not approve such procedures as submitted to it, Oakland shall state (a) the reasons for its rejection of the proposed procedures, and (b) the corrections it will require to meet its objections. Oakland shall have no authority to disapprove an academic unit's proposed review procedures solely on the basis that the said procedures do not incorporate within them any particular standard, policy, or criterion of review by which a faculty member will be judged. If an academic unit fails to submit a statement of procedures or that Oakland and an academic unit fail to reach agreement on a statement of procedures, such event shall not be grievable.

(41a. continued)

(6) For purposes of this Agreement, the academic units are:

Eye Research Institute
Library
School of Business Administration
School of Engineering and Computer Science
School of Education and Human Services
School of Health Sciences
School of Nursing
Department of Art and Art History
Department of Biological Sciences
Department of Chemistry
Department of English
Department of History
Department of Linguistics
Department of Mathematical Sciences
Department of Modern Languages and Literatures
Department of Music, Theatre and Dance
Department of Philosophy
Department of Physics
Department of Political Science
Department of Psychology
Department of Rhetoric, Communications and Journalism
Department of Sociology and Anthropology

(7) Oakland shall provide to the Association prior to each review round a list of faculty members who must be reviewed.

b. Instructor.

(1) Oakland shall review a faculty member during his or her non-tenured term as instructor to determine whether the faculty member will be re-employed and promoted to assistant professor without tenure.

The decision to re-employ may be made conditional upon degree completion by the faculty member by a specified date; in the School of Nursing it may be made conditional upon matriculation in a doctoral program by a specified date.

(41b. continued)

The review shall consist of the following steps:

- (a) On or before December 1 of the year preceding the final year of an employment term, Oakland shall notify the faculty member and his or her academic unit that the faculty member is being reviewed with respect to future employment at Oakland.
- (b) Following receipt of such notice the faculty member and/or his or her academic unit shall gather such information regarding the faculty member's professional qualifications as either of them deems appropriate, including, but not limited to, the faculty member's curriculum vitae and letters of recommendation. The chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his or her recommendation and the result of the academic unit's deliberations to the appropriate dean (or official designated by Oakland) on or before February 1. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.
- (c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the appropriate CAP and soliciting CAP's recommendation if the CAP has not been previously involved. Prior to rendering a decision contrary to the chairperson's recommendation, (or the recommendation of an academic unit which is not headed by a chairperson) or whenever the recommendation of an academic unit conflicts with the recommendation of a chairperson, Oakland shall solicit the recommendation of the CAP if the CAP has not been previously involved. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the faculty member's employment period.

(41b. continued)

(d) CAP solicitations shall be made prior to April 1. CAP shall conduct a review of all candidates submitted to it by Oakland in accordance with CAP's approved procedures.

(2) Exceptions:

(a) a faculty member completing degree requirements normally associated with employment as assistant professor in his or her discipline shall be promoted automatically at Oakland's earliest administrative convenience to the rank of assistant professor for a term of three years, minus time served as instructor.

(b) a faculty member in the School of Nursing matriculating in a doctoral program during the second year of the instructional term shall be reviewed on schedule. If the review results in a decision to promote, such promotion shall be effective on the August 15 following the review, thereby reducing the length of the instructional term. The review schedule applied thereafter shall be the same as that used for a person employed pursuant to paragraph 38b.(2).

c. Assistant Professor.

(1) First re-employment for Persons Employed Pursuant to Schedule 38b.(1). Oakland shall review a faculty member during his or her first non-tenured term as assistant professor to determine whether the faculty member will be re-employed for a second non-tenured term.

The review steps shall be the same as those listed in 41b.(1).(a)-(d) above.

(2) Second Re-employment for Persons Employed Pursuant to Schedule 38b.(1). Oakland shall review a faculty member during his or her second non-tenured term as assistant professor subject to a 38b.(1) schedule to determine whether the faculty member will be re-employed for a final non-tenured term and considered eligible for employment in a tenured position.

The review shall consist of the following steps:

(a) On or before December 1 of the year preceding the final year of an employment term, Oakland shall notify the faculty member and his or

(41c. continued)

her academic unit that the faculty member is being reviewed with respect to future employment at Oakland.

- (b) Following receipt of such notice the faculty member and/or his or her academic unit shall gather such information regarding the faculty member's professional qualifications as either of them deems appropriate, including, but not limited to, the faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his or her recommendation and the result of the academic unit's deliberations to the appropriate CAP on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.
 - (c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to FRPC and soliciting FRPC's recommendation. Prior to rendering a decision contrary to the CAP recommendation, Oakland shall solicit the recommendation of FRPC. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the faculty member's employment period.
 - (d) FPRC solicitations shall be made prior to April 1. FPRC shall conduct a review of all candidates submitted to it by Oakland in accordance with established procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.
- (3) First re-employment for Persons Employed Pursuant to Schedule 38b.(5)
Oakland shall review a faculty member during his or her first non-tenured

(41c. continued)

term as assistant professor subject to a 38b.(5) schedule to determine whether the faculty member will be re-employed for a second non-tenured term.

The review steps shall be the same as those in 41c.(2) above except that:

- (a) The review shall begin on or before September 1.
 - (b) The unit recommendation to CAP shall be made by October 1; and CAP shall recommend to Oakland by November 1.
 - (c) Oakland's decision shall be announced following the first meeting of the calendar year of the Board of Trustees, but in no event later than March 1.
 - (d) FRPC solicitations shall be made by December 1.
- (4) Re-employment with the Granting of Tenure. Oakland shall review a faculty member during his or her final non-tenured term as assistant professor to determine whether the faculty member will be re-employed and granted tenure.

The review process shall consist of the following steps:

- (a) On or before December 1 of the year preceding the final year of a faculty member's employment term, Oakland will notify the faculty member and his or her academic unit that the faculty member is being reviewed with respect to future employment at Oakland.
- (b) Following receipt of such notice the faculty member and/or his or her academic unit shall gather such information regarding the faculty member's professional qualifications as either of them deems appropriate, including, but not limited to, the faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his or her recommendation and the result of the academic unit's deliberations to the appropriate CAP on or before February 1. CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to FRPC on or

(41c. continued)

before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information as to re-employment to FRPC on or before March 15.

- (c) FRPC shall review the materials submitted to it regarding the faculty member's professional qualifications and, on or before May 1, shall make a recommendation to Oakland as to whether the faculty member should be re-employed with tenure, re-employed with tenure and promoted, or not re-employed as a full-time faculty member.
- (d) Oakland shall notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision concerning re-employment with tenure at least one year prior to the expiration of the faculty member's employment period. If the decision is to tenure, the tenure (and promotion, if applicable) shall be effective on August 15 of the calendar year in which the review occurred.
- (e) If the Association is aggrieved by the decision reached by Oakland, it may, as a matter of right, demand prior to October 1 that the case be:
 - 1) reviewed by a Tenure Review Commission as provided for hereunder. This option shall not be available to the Association if the review involved negative recommendations at all faculty review levels. Following a hearing the Tenure Review Commission shall render a written decision either (a) awarding the faculty member re-employment with tenure, or (b) terminating the faculty member from further employment at Oakland as a full-time faculty member.
 - or
 - 2) re-reviewed under the provisions of paragraph 41c.(4). (a), (b), and (c). Oakland shall notify the faculty member, the academic unit, the department chairperson, and the Association of its decision concerning reemployment with tenure.
 - a. The re-review shall take place during the year of notice following the unfavorable review.
 - b. The re-review shall be based only on information that existed during the original review, which ends with the Board action to terminate.

- c. The faculty member shall waive the right to further one-year notice by Oakland and the right to a review by the Tenure Review Commission.
- d. The deadline dates for the recommendations in 41c(4), (a),(b), and (c) shall be adjusted so that the chair or unit recommendation is submitted to CAP by November 1; the CAP recommendation is forwarded to FRPC by December 1; FRPC is to forward its recommendation to Oakland by January 5; and Oakland shall announce its decision by April 15.

d. Associate Professor.

Re-employment and the Granting of Tenure. Oakland shall review a faculty member during his or her non-tenured term as associate professor to determine whether the faculty member will be re-employed and granted tenure. That review process shall consist of the same steps identified in paragraph 41c.(4).

e. CAP.

Each of the Schools, the College of Arts and Sciences, and the Library shall have a CAP. Each CAP shall be structured and shall function as determined by the faculty members holding primary appointments in its area (except in the case of the School of Health Sciences, where members of the Eye Research Institute also participate), subject to the following:

- (1) Membership shall be for three-year staggered terms commencing August 15, with elections conducted during the preceding winter semester. A majority of CAP members shall be tenured. Election results shall be submitted to the Association in writing.
- (2) Only faculty members holding academic titles described in Article IV, paragraphs 5 and 6, may be elected to serve on a CAP or vote in the election of its members.
- (3) Oakland may designate one non-voting member to each CAP.
- (4) Each CAP shall have a chairperson elected by and from the voting members of the CAP.
- (5) Two or more faculty members with primary appointments in the same department may not serve concurrently on the CAP in the College of Arts and Sciences. No faculty member may serve concurrently on two CAPs.

(41e. continued)

- (6) Each CAP shall maintain records of its deliberations.
- (7) Each CAP shall submit annually by November 1 for Oakland's approval a statement of the procedures it will use in the Tenure Review Process. If Oakland does not approve such procedures, Oakland shall state by November 15 its reasons, and the corrections it will require to meet its objections. If a CAP fails to submit a statement of procedures by November 1, or Oakland and a CAP fail to reach agreement on a statement of procedures, such event shall not be grievable.
- (8) Each CAP shall establish and publish its procedures and policies governing its operation by November 30 each year. A policy determination of a CAP may be overturned by a vote of the appropriate faculty in a referendum called by petition of ten percent of the appropriate faculty members, or of four faculty members, whichever is greater. Such petition must be filed within two weeks of publication of the disputed policy. An affirmative vote of a majority of those voting is required to overturn a policy decision.
- (9) Before a CAP can recommend contrary to a previous recommendation, it must invite the chairperson or the spokesperson from an academic unit not headed by a chairperson, to defend orally the recommendation at a CAP meeting. The right of a faculty member to be present at CAP meetings specified in paragraph 41a.(4) shall not apply in this circumstance.

f. FRPC.

- (1) The FRPC shall consist of tenured faculty members: one each elected by the School of Business Administration, the School of Engineering and Computer Science, the School of Education and Human Services, the School of Nursing, and the Library; one from the School of Health Sciences--Eye Research Institute; and four elected by the College of Arts and Sciences (one from the science and mathematics area, one from the social science area, one from the humanities area, and one at large; however, two faculty members from Arts and Sciences may not serve concurrently on FRPC if they have primary appointments in the same department). Only full-time non-visiting faculty members may vote in FRPC elections. Faculty members are eligible to vote in elections for members to represent their school, college, institute, or library of primary appointment, as listed above. If a school or other unit listed above is closed, the FRPC seat representing that unit will be eliminated.

(41f. continued)

If any school or other unit listed above has fewer than two tenured faculty members, faculty members with primary appointment in such school may nominate a slate of up to six (6) eligible tenured faculty members who have primary appointments inside or outside the school and elect from this slate a person to fill the school seat. No member of any CAP may serve concurrently on FRPC.

- (2) Membership shall be for three-year staggered terms commencing August 15, with elections conducted during the preceding winter semester. Any member whose term expires shall have the option of remaining a member until a replacement has been elected. Vacancies shall be filled by election of a replacement to serve the remainder of the term. During the period between the occurrence of a vacancy and the holding of an election, an interim replacement may be appointed by the appropriate school or college.
- (3) FRPC shall elect a chairperson and a secretary from its own membership for a one-year term commencing August 15.
- (4) FRPC shall maintain a record of its deliberations.
- (5) Seventy percent of the FRPC membership shall constitute a quorum. A quorum must be present for official action to occur, but a lesser number may adjourn meetings. A vote of the majority of those present and voting shall be required for any FRPC action.
- (6) FRPC shall establish and publish policies governing its operation, including recommended format of the dossier, by September 15 each year. A policy determination of FRPC may be overturned by a referendum called by a petition of ten percent of the faculty members eligible to vote in the FRPC election. Such petition must be filed within one month of the publication of the disputed policy. A majority of those voting is required to overturn a policy decision.
- (7) The Association shall conduct all elections and referenda required by subparagraphs (1), (2), and (6) above. Oakland shall be notified of all such elections and referenda and shall have the right to designate observers to be present at polling places, if any, and at the counting of ballots. The Association shall certify the membership and chairpersonship of FRPC for the subsequent year to Oakland no later than the end of the spring term.
- (8) No faculty member shall be entitled to file any grievance against Oakland based upon any policy, procedure, or recommendation adopted, instituted, or implemented by FRPC and neither shall any faculty member be entitled

to file any grievance against Oakland as a result of any act or omission of FRPC.

- g. Tenure Review Commission (TRC). The Tenure Review Commission shall be a three-member commission consisting of one member selected by Oakland, one member selected by the Association, and a third member selected by the first two members to chair the commission. If the two members are unable to agree upon a chairperson within thirty (30) days of the convening of the commission, either of them may request the American Arbitration Association to select a person to act as chairperson. If Oakland and the Association agree, the Federal Mediation and Conciliation Service may be substituted for the American Arbitration Association. The chairperson shall convene a hearing and the TRC shall assemble all evidence it deems relevant to a determination of the questions raised before it by the parties. The TRC shall then reach and render a decision on all issues presented to it within thirty (30) days of the close of the hearing. Such a decision requires an affirmative vote of the majority of the TRC. Each TRC shall be entitled to establish rules governing its procedures and presentation of evidence. The TRC decision shall be final and binding on all parties to this Agreement.
- h. Optional Granting of Tenure with or without Promotion. Review of an untenured faculty member for tenure or for optional promotion and tenure may occur ahead of the schedule set forth above. The review process shall consist of the following steps, except that a negative recommendation at any two review steps shall terminate the process.
- (1) The review shall be initiated on or before December 1 either by Oakland or the faculty member's academic unit.
 - (2) Following initiation of the review, the faculty member and/or his or her academic unit shall gather such information regarding the faculty member's professional qualifications as either of them deems appropriate, including, but not limited to, the faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his or her recommendation and the result of the academic unit's deliberations to CAP on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to FRPC on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall

(41h. continued)

conduct a review of the candidate in accordance with its procedures and CAP shall forward the assembled information along with its recommendation as to re-employment to FRPC on or before March 15.

- (3) FRPC shall review the materials submitted to it regarding the faculty member's professional qualifications and shall, on or before May 1, make a recommendation to Oakland as to whether the faculty member should be promoted and/or granted tenure.
 - (4) Oakland shall notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision concerning promotion and/or granting of tenure by August 15. If promotion and/or tenure is granted, it shall be effective on the August 15 recommended by the academic unit.
 - (5) Oakland's decision in such cases shall be final; there shall be no right to review by the Tenure Review Commission.
 - (6) A decision not to grant tenure or promotion and tenure resulting either from two negative recommendations or from Oakland's action precludes the initiation of a promotional review by the faculty member's academic unit in the subsequent year, but shall not prevent a mandated review.
- i. Promotion in the Case of Tenured Faculty. A promotion review for a tenured faculty member may be initiated by the faculty member's academic unit or by Oakland. Such a review process shall consist of the following steps, except that a negative recommendation at any two review steps shall terminate the process:
- (1) The review shall be initiated on or before September 1, either by Oakland or the faculty member's academic unit.
 - (2) Following initiation of the review, the faculty member and/or his or her academic unit shall gather such information regarding the faculty member's professional qualifications as either of them deems appropriate, including, but not limited to, the faculty member's curriculum vitae and letters of recommendation. In case Oakland initiates such review, Oakland may provide review materials at this step. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and shall forward the assembled information along with his or her recommendation and the result of the academic unit's deliberations to CAP on or before October 15. CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information

along with its recommendation as to promotion to FRPC on or before November 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and CAP shall forward the assembled information along with its recommendation as to promotion to FRPC on or before November 15.

- (3) FRPC shall review the materials submitted to it regarding the faculty member's professional qualifications and shall, on or before January 15, make a recommendation to Oakland as to promotion.
 - (4) Oakland shall notify the faculty member, the faculty member's academic unit, the department chairperson, if any, and the Association of its decision concerning promotion by April 15. Promotions shall be effective on August 15 of the calendar year in which the review occurred.
 - (5) Oakland's decision in such cases shall be final except as provided in (7) below.
 - (6) Determinations not to promote made in two successive years resulting from any combination of Oakland's actions, Internal Review Commission decisions, or negative recommendations at any two review steps preclude the initiation of a promotional review by the faculty member's academic unit in the subsequent year.
 - (7) In cases involving promotion in which Oakland has twice in a five-year period not awarded a promotion recommended by FRPC, the faculty member aggrieved by such action has a right to demand within thirty days of Oakland's decision that the case be reviewed by an Internal Review Commission, as provided hereunder. The demand shall include a statement explaining why the faculty member is aggrieved.
 - (8) Following a timely call to have the case considered by an Internal Review Commission, Oakland and the Association shall establish such commission no later than May 1.
 - (9) Following its review, the Internal Review Commission shall render before July 1 a written decision either (a) awarding the faculty member promotion, which decision shall be binding on all parties to this Agreement, or (b) continuing the faculty member in rank.
- j. Internal Review Commission. The Internal Review Commission shall be a six-member body consisting of three members selected by Oakland and three members selected by the Association. At least two of the three members named by each party must not have participated formally at any stage of the most

recent review of the case to be considered. A new commission may be appointed for each case to be reviewed, and each commission shall be entitled to establish its own rules governing procedures and presentation of evidence.

42. **Review of Special Instructors and the Granting of Job Security.**

- a. **First Re-employment for Persons Employed Pursuant to Schedule 38d.** Oakland shall review a faculty member during his or her first term as special instructor without job security to determine whether the faculty member will be re-employed without job security. The review steps shall be those contained in paragraph 41b.(1).(a)-(d).
- b. **Re-employment with the Granting of Job Security.** Oakland shall review a faculty member during his or her final term as special instructor without job security to determine whether the faculty member will be re-employed and granted job security. The review steps shall be those contained in paragraph 41c.(2).(a)-(d).
- c. Special instructors with job security may be reviewed for promotion to the rank of associate professor with tenure in accordance with the procedures set forth in paragraph 41i., except that such review shall not be initiated by an academic unit if so initiated in the previous two years. This promotion provision is not available to special instructors who transferred to special instructor pursuant to subparagraph 38e.

43. **Review of Faculty on Layoff.** A faculty member on layoff status shall not be reviewed during the period of layoff. If recalled, a full-time non-visiting faculty member who does not have either tenure or job security shall have the employment term in which he or she was serving at the time layoff became effective extended by the smallest whole number of calendar years greater than or equal to the length of the layoff.

44. Oakland will not, during the term of this Agreement, establish a policy limiting the ratio of tenured to non-tenured faculty members, either in any specific academic unit or the University as a whole, to any specific number or set of numbers. However, when making a tenure decision on any specific faculty member, Oakland may consider the impact of such decision upon the tenure ratio of the respective academic unit and upon the tenure ratio of the University.

45. **Grievance Procedures.** The Association and/or an individual full-time faculty member or group of full-time faculty members shall have the right to enforce, through the grievance procedures established in this Agreement, those portions of the Tenure Review Process in which Oakland has an affirmative duty to take action. For purposes of this paragraph Oakland shall not be deemed to have any

affirmative duty to take action with regard to any function of academic units, CAPs, FRPC, or the Association.

ARTICLE VIII LAYOFF AND RECALL

46. Oakland recognizes that a University achieves and maintains distinction through the excellence of its faculty and that faculty can make their greatest contribution in an environment that values academic freedom and tenure. Oakland further recognizes that when reduction of faculty positions in any academic area is contemplated, any plan will place a high priority on maintaining the quality of instructional programs and minimizing unnecessary loss of faculty. With its diversity of intellectual and professional resources, the University offers the potential for creative problem-solving through the application of the combined capabilities of its constituencies. Therefore, if Oakland determines that reductions or reallocations of faculty positions are necessary under the provisions of this Article, a committee with representation from Oakland, the Association, and the affected academic unit(s) will be established to develop a plan for addressing the problem. This plan, to be submitted to Oakland within sixty (60) days from the date that Oakland calls for the committee to be established, shall consider such alternatives to layoff as attrition, in-load spring-summer teaching, retraining, retirements, less-than-full-pay leaves, reassignment of teaching responsibilities, assignment of non-teaching duties, or reduced appointments. Nevertheless, having considered this plan, if Oakland determines that the alternatives do not meet the needs for reduction and reallocations in faculty positions, or if a plan is not timely submitted, layoffs of full-time faculty may be instituted in accordance with the following paragraphs of this Article.
47. Oakland may lay off and recall its faculty members and determine the academic unit or units in which such layoff shall occur. The two circumstances in which layoff may occur are described in paragraph 48, Over-Ratio Layoff, and paragraph 49, Position-Shift Layoff. However, no full-time faculty member shall cease working due to layoff in any academic unit where part-time persons other than students are doing unit work if the full-time faculty member is qualified, as determined by Oakland, to do that work. For purposes of this Article, a faculty member shall be considered as holding the highest title for which he or she has been approved by Oakland on the date Oakland notifies the Association of its intention to institute a layoff, whether or not the date on which that title will become effective has been reached. However, if a faculty member is approved by Oakland for a title in paragraph 54e., f., or g. subsequent to the notification in subparagraph 57a., the faculty member will be considered as being in the categories described in subparagraphs 54e., f. or g. for purposes of paragraphs 62 and 63 only.

48. **Over-Ratio Layoff.** The layoff procedure may be started when the actual FTE exceeds the number of FTE required by Appendix C by more than 6, plus the FTE value for faculty supported with federal or special funding. The maximum number of faculty members that may be laid off is given by the following:

Actual FTE:	minus	FTE required by Appendix C
	minus	6
	minus	FTE credit for faculty supported by federal or special funding
	minus	number of over-ratio layoff notices in effect
	minus	FTE credit calculated for laid-off faculty members

49. **Position-Shift Layoff.** Position-shift layoffs may occur in any academic unit which Oakland has notified of an overstaffing condition, but Oakland shall simultaneously authorize in other academic units an equal number of new full-time positions to be filled with bargaining unit persons, except as noted below, and shall notify the Association of such authorizations. If, when Oakland initiates a position shift layoff, the total number of FTE faculty is greater than that required by Appendix C, as measured over the four terms immediately preceding the current term, the number of new positions may be up to two less than the number of layoffs. In determining whether the new positions authorization has been met, the filling of positions that are vacated after Oakland notified the Association of its intent to institute a position-shift layoff, either by full-time non-visiting faculty members or by visiting faculty members wholly paid by the General Fund, shall not be counted. Any full-time faculty member laid off pursuant to this paragraph shall be entitled to the procedural rights specified in paragraph 58 and to the notice of layoff specified in paragraph 59. No position authorized to comply with the terms of this paragraph shall be filled until such time as the corresponding layoff is effective and the faculty member ceases to receive salary monies from Oakland, unless Oakland elects an earlier date. Such new positions may be filled with non-bargaining unit persons if the department chairperson in an academic unit headed by a chairperson or the dean in other cases so recommends, and both the Association and Oakland concur. Notification of position shift layoffs shall be made by January 16 of the year preceding the year in which the layoff process is initiated and the notification shall include a general statement concerning the degree of overstaffing.

50. **FTE Computations.** For the purpose of determining the possibility of over-ratio layoffs and/or salary reduction under this Article, ratio computations shall be made three times during each fiscal year; between October 15 and December 1; between February 15 and April 1; and between June 15 and August 15. The period covered by such computations shall include both the three terms immediately preceding the term in which the computation is made and the term in which the computation is made.

51. **Salary Reduction from Extreme Over-Ratio Condition.** If the actual number of FTE exceeds the number required by Appendix C by more than ten percent and there has been a decline of at least ten percent in the number of FYES for a fall or winter semester compared to the FYES in the corresponding fall or winter semester one year earlier, the salaries of all faculty members may be at Oakland's discretion immediately and automatically reduced by the ratio:

$$\frac{\text{Actual FTE minus } (1.10 \times \text{FTE required by Appendix C})}{\text{Actual FTE}}$$

52. Such salary reduction shall remain effective until the date of the next FTE computation indicated in paragraph 50, at which time a new salary reduction ratio, if any, shall be computed.
53. The salary reduction specified in paragraph 51 will be accelerated for faculty members who have elected the nine-month pay option pursuant to Article XV, so that the effect of the salary reduction will be the same for all faculty members.
54. **Order of Layoff.** Faculty members shall be laid off according to the title they hold at the time individual notices are issued in the following order:
- a. faculty members who are subject to the Tenure Review Process and who have received notice that they will not be re-employed following the expiration of their current contract;
 - b. Special instructors without job security, instructors, and visiting faculty members;
 - c. Assistant professors in other than their final probationary term;
 - d. Assistant professors in their final probationary term, special instructors with job security, and associate professors without tenure;
 - e. Assistant professors with tenure;
 - f. Associate professors with tenure;
 - g. Professors.

The order of layoff above is subject to Oakland's determination of the ability of remaining faculty members to perform adequately all remaining primary work responsibilities assigned to the academic unit, with such determination being made at the time of Oakland decisions specified in subparagraphs 57f. and 57i.

55. In those instances where more than one title is listed in the ranking of layoff, they shall be treated as a single category for the purposes of this layoff procedure.
56. Within each category above, faculty members shall be laid off in the following order:
- a. faculty members without tenure shall be laid off in whatever order determined appropriate by Oakland.
 - b. faculty members holding tenured positions shall be laid off in inverse order of their seniority with Oakland. Seniority is defined as the total length of continuous employment at Oakland, beginning with the first employment with a title set forth in paragraphs 5 or 6.
57. **Layoff Procedures: Over-ratio Layoff.** The following procedures will be used if Oakland institutes an over-ratio layoff under the provisions of paragraph 48. If by the end of each period specified in paragraph 50 Oakland has not instituted an over-ratio layoff based on the calculation for the period ending on the prescribed dates, then no over-ratio layoff may be instituted based on that calculation. However, subsequent layoffs, at the prescribed times, may be instituted using some of the same data.
- a. Oakland shall notify the Association and the academic units affected of its decision to institute a layoff and of the number of faculty members to be laid off and the academic unit(s) in which the layoff is to occur.
 - b. Following receipt of the notice required by subparagraph 57a., tenured faculty members of each academic unit in which a layoff is to occur shall meet to determine a recommended order of layoff between and within categories in paragraph 54, subject to the restraints set forth in paragraphs 54, 55, and 56. The recommendations of the tenured faculty members of each affected academic unit shall be forwarded to Oakland within thirty days of the date the academic unit was notified of its layoff pursuant to this paragraph 57. If there are fewer than three tenured faculty members in an affected academic unit, Oakland shall designate enough additional tenured faculty members from other academic units to provide such academic unit with a committee of three tenured faculty members to participate in the recommendatory process of this subparagraph.
 - c. During the period specified in subparagraph 57b., the faculty, through appropriate formal consultative processes such as the University Senate, shall have the opportunity to offer advice on the educational impact of the proposed layoffs, and may propose different layoff plans or other alternatives thereto.

- d. Following expiration of the thirty-day period provided in subparagraph 57b., within fifteen days Oakland shall notify the Association and the academic units affected of its final decision of the number of faculty members to be laid off and the academic unit(s) in which layoffs are to occur. The number of faculty members to be laid off shall be no greater than the number specified in the notice required in subparagraph 57a. The academic unit(s) in which layoffs are to occur shall be limited to those specified pursuant to subparagraph 57a. and those proposed by the University Senate in an alternative layoff plan pursuant to subparagraph 57c.
- e. Any additional academic units notified under subparagraph 57d. because of a modified layoff plan shall comply with the provisions of subparagraph 57b. except that the period prescribed in subparagraph 57b. shall be seven days.
- f. With respect to academic units notified under subparagraph 57a., following the expiration of the thirty-day period provided in subparagraph 57b., within fifteen days Oakland shall (1) adopt the recommendation of the tenured faculty members and issue layoff notices to the faculty members in the order set forth in said recommendation or (2) modify the order of layoff and submit its modified order of layoff to FRPC for its review and comment. If no recommendation has been received by Oakland from the academic unit pursuant to subparagraph 57b., within fifteen days, Oakland shall submit its own order of layoff to FRPC.
- g. With respect to academic units notified under subparagraph 57d., following expiration of the seven-day period provided in subparagraph 57e., within fifteen days Oakland shall follow the provisions of subparagraph 57f.
- h. If Oakland submits an order of layoff to FRPC pursuant to the provisions of subparagraph 57f., FRPC shall complete its review of the order within seven days of the date the order was submitted to it and shall within the same time period make recommendations to Oakland as to the appropriate layoff order.
- i. Following expiration of the seven-day period established in subparagraph 57h., Oakland shall make its final decision on the order of layoff and issue layoff notices.
- j. Layoff notices must be issued within fifteen days of Oakland's adoption of the recommendations of the tenured faculty members pursuant to subparagraph 57f. or within thirty days of Oakland's submission of an order of layoff to FRPC pursuant to subparagraph 57h., whichever is applicable.
- k. Any calendar days in the period between the day after the end of final examinations for the fall semester and the day before the first day of (regular) registration for the winter semester, may not apply in counting the time periods

specified in this paragraph 57, if so elected by the party to whom the time constraint is applicable. The number of such days that do not count may not exceed twenty days, however.

58. **Layoff Procedures: Position Shifts.** Position shifts shall follow the procedures outlined in paragraph 57 except:
- a. Notification of such shifts pursuant to subparagraph 57a. shall be made in the period January 1 through January 15.
 - b. The thirty-day period in subparagraph 57b. shall be extended to sixty days.
 - c. Layoff notices under subparagraph 57j. shall be issued on or after May 1.
59. **Notice.** Full-time faculty members laid off pursuant to this Article shall be entitled to the following minimum notice period prior to the commencement of their layoff:

- a. Over ratio layoff:

Visiting faculty = 180 days

Non-visiting faculty members = 365 days

- b. Position shift layoff:

All faculty = 365 days

No faculty member shall be entitled to commence teaching in any semester that would not be completed before the day said layoff commences. No faculty member shall be employed for a longer period due to layoff than would otherwise have been the case because of other provisions of this contract.

Oakland may choose at any time to pay a faculty member all amounts of pay due under this Article in lieu of notice or a portion of notice, if the faculty member assents.

60. **Compensation Entitlement During Notice Periods.** Faculty members laid off pursuant to this Article shall be entitled to full compensation for all days worked prior to their being laid off. If the laid off faculty member is a nine-month pay option, said compensation will be computed on a pro-rata basis. The proration of annual salary shall be the ratio of the number of calendar days commencing on the previous August 15 and running through the date the notice period expires and layoff thus begins, but not later than the last day of the final examination period for

the winter term, to the actual number of days commencing on August 15 and running through the last day of the final examination period for the winter term.

61. **Salary Entitlement after Layoff.** Laid-off faculty members who were approved by Oakland for titles in categories e. through g. of paragraph 54 on the date Oakland notified the Association of its intention to institute a layoff under subparagraph 57a., whether or not the appointment date on which that title was to become effective had been reached as of the date of notice to the Association, shall be entitled to receive one half of regular annual salary at the rate in effect on the date layoff commences, paid over a period of six months; and either of the following, as applicable:

a. For a faculty member entitled to 180 days notice of layoff pursuant to paragraph 59, the following shall apply:

(1) For a period of six months,

(2) Oakland shall continue to pay toward medical insurance (described in paragraphs 108, 109, 110 and 111) whatever amount Oakland was actually paying for that faculty member on the date the faculty member ceases to receive salary monies from Oakland, if

(3) The faculty member pays the difference between Oakland's payment and the actual cost of such benefits.

(4) The faculty member may elect continuation of such medical benefits fully at his or her own expense for an additional six months beyond the first six months specified in (1) above.

b. For a faculty member who is entitled to 365 days notice of layoff pursuant to paragraph 59 the following shall apply:

(1) for a period of six months,

(2) the faculty member may elect continuation of whatever medical benefits (described in paragraphs 108 - 111) he or she was receiving on the date the faculty members ceases to receive salary monies from Oakland, if

(3) the faculty member pays the cost of these benefits.

62. **Recall.** When Oakland determines that a position is available, full-time faculty members laid off pursuant to this Article shall be subject to recall on the following basis:

- a. Faculty members holding titles specified in subparagraphs 54b. and 54c. shall be eligible for recall until such time as their contract of employment with Oakland expires.
- b. All faculty members, except special instructors, holding titles specified in subparagraph 54d. shall be eligible for recall for two academic years beyond the expiration date of their employment contracts with Oakland. A special instructor with job security shall be eligible for recall until the third anniversary of the effective date of his or her layoff.
- c. A faculty member holding a title specified in subparagraphs 54e. through 54g. shall be eligible for recall until the seventh anniversary of the effective date of layoff.
- d. Faculty members shall be recalled by Oakland in inverse order of layoff by category and then within category by inverse order of their layoff date, subject to the ability of the recalled faculty member to perform, as judged by the academic unit and with the concurrence of Oakland, the professional responsibilities assigned to the academic unit in which the recall is occurring.
- e. Faculty members shall notify Oakland's Office of the Vice President for Academic Affairs in writing every July following the layoff date of their availability for recall. Failure to provide such notice by a faculty member shall release Oakland from any obligation to recall that faculty member. Oakland's obligation to notify a faculty member of his or her recall shall be satisfied by sending a registered letter to the faculty member at the last address filed with Oakland's Office of the Vice President for Academic Affairs by the faculty member. If the recalled faculty member does not notify Oakland of acceptance of recall within thirty days of the date the notice is sent, he or she shall be deemed to have refused recall and terminated employment with Oakland.
- f. Faculty members laid off and then subsequently recalled pursuant to this paragraph 62 shall be entitled to advance one salary level beyond the salary level held at the date layoff commenced if such date was after December 31 and before August 15 and such advancement is permitted under Article XI. If layoff commenced after August 15 but prior to January 1, the recalled faculty member shall be entitled to maintain the same salary level held at the time of layoff.
- g. No person shall be hired in an academic unit where a layoff has commenced until such time as all faculty members eligible for recall in that academic unit have been offered recall.
- h. If part-time employment becomes available in an academic unit in which laid-off full-time faculty members are eligible for recall, such faculty members shall be

offered the opportunity to perform the part-time employment if they are judged qualified to do so by the academic unit and by Oakland. The rejection of such opportunity shall not modify the faculty member's right to recall under this paragraph, nor prevent Oakland from hiring other persons to perform the available part-time employment.

- i. If a laid-off full-time faculty member is employed in a part-time or visiting position, such employment shall not be considered recall.
- j. All faculty members subject to recall have the right to enforce through this Article the grievance procedure established in this Agreement except where otherwise specified.

63. A full-time faculty member with recall rights may be employed by Oakland in an academic unit other than the one from which he or she was laid off, under the following procedures:

- a. Oakland shall notify the Association prior to the commencement of recruiting of any full-time faculty employment opportunities.
- b. Within fifteen days of such notification, the Association shall provide a written list to Oakland and to the relevant academic unit of any laid-off faculty members who desire to be considered for such employment.
- c. If the majority of the faculty members in an academic unit judges any of the laid-off faculty member applicants to be qualified for the employment opportunity, the unit shall recommend, within seven days, whether or not Oakland should employ the faculty member to fill the vacancy. If Oakland decides not to employ a faculty member recommended by an academic unit, Oakland shall give its reasons in writing to the academic unit and to the Association; financial considerations shall be sufficient reason. If no recommendation is made to Oakland by the academic unit, there shall be no requirement to employ.
- d. If the majority of faculty members in an academic unit judges none of the laid-off faculty member applicants to be qualified for the employment opportunity and this judgment is challenged within seven days by a tenured laid-off faculty member as to his or her own case, the issue of his or her qualifications shall be reviewed by FRPC, which shall within seven days advise Oakland on the applicant's qualifications. If Oakland decides not to employ a tenured faculty member whose employment was recommended by FRPC, Oakland shall give its reasons for this decision in writing to FRPC and to the Association; financial considerations shall be sufficient reason. If no recommendation is made by FRPC to Oakland, there shall be no requirement to employ.

- e. If Oakland determines that employment of a faculty member is appropriate, it shall offer such employment to the faculty member. His or her tenure status shall be maintained. The initial salary in the new academic unit shall not be less than his or her salary at time of layoff unless the faculty member, Oakland, and the Association agree to a different salary.
 - f. A faculty member accepting employment under the terms of this paragraph 63 retains his or her recall rights in the academic unit from which he or she was laid off.
 - g. Failure of Oakland to recall a faculty member recommended by an academic unit or by FRPC under this paragraph 63 shall not be grievable.
64. A full-time faculty member who (a) has received notice of layoff pursuant to paragraph 57 but has not yet been laid off, or (b) has been laid off and is eligible for recall under paragraph 62 shall be entitled while in such status to receive a refund for tuition charges paid for credit courses successfully completed at Oakland University by said member for the purpose of retraining.

ARTICLE IX DISCIPLINE AND DISCHARGE

65. **Basis.** Oakland will discipline or discharge a faculty member only for just cause. For purposes of this paragraph "just cause" shall be interpreted in the context of the principles of academic freedom and academic responsibility and shall be limited to:
- a. Failure to fulfill professional responsibilities.
 - b. Professional misconduct.
 - c. Conduct punishable as a felony under Michigan or Federal Law.
 - d. Conduct violating Article XXIII of the Agreement.

Discharge shall be deemed to refer only to termination of a faculty member's current employment agreement prior to its expiration date or to the termination of tenured employment.

66. **Notice.** Oakland shall state in writing to the faculty member and to the Association any disciplinary or discharge action, including reasons for such action. Unless health or safety considerations prevent, Oakland shall give notice to the faculty member and to the Association prior to effecting the action. A faculty member who contests the action has the right to be represented by the Association.

67. **Evaluation of Faculty Performance.** If Oakland determines that a deficiency exists in the performance by a faculty member of his or her professional responsibilities, it may, without instituting any disciplinary or discharge action against the faculty member pursuant to paragraph 65, take the following action to correct the faculty member's performance. Oakland shall state in writing to the faculty member (a) the areas in which Oakland finds the faculty member's performance deficient, (b) the actions Oakland wishes the faculty member to take to cure the deficiency, and (c) the penalties Oakland will impose if the faculty member fails to take the requested action. Within thirty (30) days of Oakland's written communication to a faculty member, either the faculty member or Oakland may request FRPC to review the statements made by Oakland regarding the faculty member's performance and report to Oakland and the faculty member as to whether (1) the faculty member's performance is in fact deficient, (2) whether the suggested corrective measures are appropriate to cure the alleged deficiency, (3) whether the proposed penalties for failure to cure the deficiencies are appropriate, and (4) any modifications in (b) or (c) it would recommend. If an evaluation request is made to FRPC, FRPC shall make a written report to Oakland and the faculty member involved within thirty (30) days of the date on which the request was made. If FRPC fails to make its report within the thirty-day period, Oakland may proceed as if such report was timely made. Oakland shall then have the right to take any action with regard to the faculty member it determines to be in the best interest of the University. Any action taken by Oakland to impose penalties against a faculty member as a result of this evaluation procedure will be subject to the "just cause" standards of paragraph 65, the required notification of paragraph 66, and to the grievance procedure provided in this Agreement.
68. A faculty member being evaluated who concurs with (a) and (b) above, within fifteen days of Oakland's written communications to him or her, may object to having further review by FRPC, and Oakland may not then request FRPC to review the charges.

ARTICLE X PROFESSIONAL RESPONSIBILITIES

69. The primary professional responsibilities of faculty members are teaching (including grading and the submission of grades), university service (including public service consistent with the mission of the university), academic research, scholarly and professional activities, and rendering of professional library service.
70. Faculty members have additional professional responsibilities in such areas as counseling and advising; orientation; registration; service on academic committees; keeping regular posted office hours scheduled at times most beneficial to students; and participation in ceremonial academic functions such as convocation and

commencement. Faculty members shall not be asked to spend an excessive or unfair amount of time on such additional services.

71. Nothing in this Agreement shall be construed to require either a specific number of hours of service to the University by faculty members or to give faculty members the right to additional compensation based upon the number of hours of service performed for the University, except as specifically provided for in this Agreement. Further, there shall be no fixed scheduling of the time faculty members shall be required to discharge their professional responsibilities, except as required for the scheduling of classes and the fixed scheduling of other events faculty members are required to attend by this Agreement.
72. **Outside Professional Work.** Faculty members may engage in outside professional activities, provided such activities do not interfere with satisfactory performance of the faculty member's work obligation. If Oakland determines that such outside professional activities conflict with satisfactory performance of the faculty member's obligation, it will notify the faculty member in writing of its determination and may require the faculty member to cease such activities. Faculty members contesting such determination may file a grievance regarding Oakland's action before severing the outside relationship or ceasing such work. The grievance must be filed within thirty (30) days after receipt of the written notice from Oakland.

The following shall apply to such activities:

- a. No equipment, supplies or services owned or provided by Oakland shall be used in conjunction with such outside work, except as provided as part of a separate contract or agreement with Oakland and the individual faculty member.
- b. Faculty members who work in a continuing relationship with any outside employer shall notify the employer in writing that outside work is performed by the faculty member in an individual capacity and not on behalf of Oakland. Oakland shall receive a copy of such notification.

ARTICLE XI SALARY FOR FULL-TIME NON-VISITING FACULTY

73. Full-time non-visiting members of the bargaining unit shall receive salaries and other payments as provided for in this Article.
74. **Regular Annual Salary.** Each faculty member's regular annual salary shall be the product of the University salary minimum for his or her current level, multiplied by his or her personal factor. Such salary shall be paid in monthly installments equal to one-twelfth (1/12) of the regular annual salary, except as provided in Article XV.

75. **University Salary Levels.** Every faculty member shall at all times be assigned a salary level. A newly hired faculty member, or a person holding a title in paragraph 5 or 6 transferring into the bargaining unit because of release from executive or supervisory responsibilities, shall be assigned that level which at midrange is closest to his or her initial salary.
76. On August 15 during each year of this Agreement, each faculty member shall advance one level. However, a person first assigned a level on or after January 1 of that year shall not receive this automatic level advance.
77. After seeking, or in response to, the recommendation of the appropriate academic unit, Oakland may advance a faculty member by one or more levels at any time. Such additional levels are permanent. Each academic unit shall develop procedures for making such recommendations. Reasons for such level advances may include, but are not limited to, internal equity, market conditions or extraordinary performance. Oakland's determination to grant or not to grant level advances under this paragraph shall not be grievable.
78. A faculty member will receive a 4.5% raise in salary when promoted from instructor to assistant professor, from assistant professor to associate professor, or from special instructor to associate professor; and will receive a 5.9% raise in salary when promoted from associate professor to professor. These salary increases are in addition to the level advancement described in paragraph 76. As a result of these promotional raises, a new level shall be assigned to the promoted faculty member in such a way as to most closely approximate the existing personal factor of the faculty member.
79. These paragraphs, 73 through 79, shall apply to faculty members exercising leave provisions of this Agreement and receiving at least fifty (50) percent of their annual salary. They shall apply equally to faculty members receiving less than fifty (50) percent of their annual salary and exercising any leave that Oakland has approved for professional and scholarly purposes, except that faculty members who elect to have a one-year leave of absence without pay not count as part of the probationary period shall not advance in level during the year of leave.
80. The salary range for each level is shown in Appendix A, "University Salary Levels."
81. **Pay Groups.** Each academic unit shall constitute a pay group with the exception that when a school constitutes the academic unit it may consist of more than one pay group. Pay groups are shown in Appendix B, "Pay Groups."
82. Faculty members in each pay group shall assign, through their own procedures, a personal factor to each faculty member in the pay group (excluding department chairperson(s)). The possible personal factors range from 1.000 to 1.300.

83. The total salaries for faculty members in a pay group, excluding the salary of chairperson(s), must equal the salary pool assigned to the pay group, which consists of the prior year salaries of the faculty members in the pay group, adjusted by the total raise percentage for all faculty (change in the tables in Appendix A and the value of the level adjustment), plus the value of any promotional raises within the pay group. For purposes of the calculations of this paragraph, only continuing faculty members not on a full-year unpaid leave are to be included.
84. Initial assignments of personal factors shall be concluded each academic year within thirty (30) days of execution of the Agreement or within thirty (30) days of the first day of classes for the fall term.
85. Each individual personal factor shall be subject to approval by Oakland. Disapproval by Oakland shall be delivered to the department chairperson, or other person designated by members of the pay group in schools without departments, within ten (10) days after receipt by Oakland of initial assignment or said disapproval shall be void. Disapproval of any personal factor by Oakland shall permit the reassignment of all personal factors by faculty members in the pay group. Upon request of the chairperson, or other designated person in schools without departments, Oakland shall indicate in writing why the list was not approved. The personal factor assigned to a faculty member is not grievable.
86. **Base Salary for Chairpersons.** A faculty member designated by Oakland to act as chairperson will maintain his or her personal factor and will advance a level each year while serving as chairperson. In addition to the regular annual salary and additional amounts paid under paragraph 87, a merit fund will be established in each school or college with chairpersons totalling two and one-half (2 1/2) percent of the sum of the regular annual salaries determined above for each chairperson. Said merit fund will be allocated at the sole discretion of Oakland. Such allocations are not grievable. Such allocations will be announced by Oakland each year no later than September 30 or thirty (30) days after execution of the Agreement. If the allocations are less than the full merit fund in any year, the remainder shall be utilized by Oakland for faculty research purposes after seeking the recommendation of the University Research Committee.
87. **Salary for Chairpersons.** In addition to base salary, Oakland will pay each faculty member designated as department chairperson, for performance of duties required by such assignment, the following:
- nine and one-half percent (9.5%) of his or her salary, plus an amount equal to "x" times "y" divided by "z" where
- x = four percent of the salaries of all chairpersons in the respective school or college,

y = the number of full-time faculty members in the chairperson's department at the beginning of the fall term, and

z = the total number of full-time faculty members in all departments in the respective school or college at the beginning of the fall term.

The determination of "y" and "z" will be made by Oakland in early September of each year and will not be grievable.

Such additional salary will be paid on the following basis:

- a. Each chairperson will discharge all assigned duties during the August 15-August 14 year.
- b. The additional pay will be earned over four periods of the year as follows: fall=1/3; winter=1/3; spring=1/6; and summer=1/6.

88. Each chairperson shall have the option to teach one course section during the spring or summer session provided a course he or she is qualified to teach is offered. The spring/summer pay rate specified in paragraph 91 will be based on regular annual salary.
89. If the duties of a department chairperson are performed by an Oakland-approved acting chairperson appointed for a period of twelve consecutive months, the acting chairperson will be paid at the rate specified for a chairperson in paragraph 87. The acting chairperson, if appointed for a period of less than twelve consecutive months, shall be paid at one-half the rate specified for a chairperson in paragraph 87 for the term of the appointment. The chairperson shall not be paid in any of the above cases.
90. **Salary for Coordinators.** For any school with coordinators rather than chairpersons, plus the Library, Oakland will provide an annual amount equal to at least \$190 times the number of full-time faculty members in that school. Oakland will distribute this amount at its discretion among coordinators in the school as compensation for coordinating duties, based on Oakland's determination of how the full-time faculty members are apportioned among these coordinators. The determination of the number of full-time faculty members in each school will be made by Oakland in early September and will not be grievable.
91. **Spring and Summer Rate of Pay.** A faculty member who teaches credit courses during a spring or summer term shall receive additional pay. For each section of four credits, the pay will be nine and one-half percent (9.5%) of the minimum salary for level 19 shown in Appendix A plus eight and one-half percent (8.5%) of the faculty member's regular annual salary.

Minimum salary for level 19 and regular annual salary are those determined under this article for the academic year preceding such spring or summer term. Salary for sections other than four credit hours will be computed as the ratio of the actual number of credit hours divided by four, times the amount computed above.

Faculty members teaching in spring or summer terms shall perform related professional responsibilities. Whenever possible, courses in the spring or summer terms will be taught by bargaining unit faculty members.

92. Departments or schools wishing to schedule spring and summer teaching as part of regular teaching assignments rather than for extra salary may do so with the consultation and approval of the dean and the individual faculty member involved. For persons teaching in-load in spring or summer, this Agreement shall be interpreted as follows:
- a. References to spring or summer terms in paragraphs 91 and 99 and in item #6 of Appendix C, shall be replaced by "off-term."
 - b. References to fall/winter and academic year in paragraphs 94-95 shall be adjusted to reflect the change in regular service schedules.
 - c. Item #2 in Appendix C is considered such that the faculty member will be valued at 1.0 FTE for in-load scheduled teaching.
 - d. The tenure review schedule, if applicable, will apply as written.
93. No faculty member shall be required to teach more than three courses per year in the evening.
94. **Fall/Winter Off-Campus Overload Teaching.** Any faculty member teaching assigned off-campus credit courses in fall or winter terms shall receive additional salary at a minimum rate of \$400 per credit hour taught except that fall/winter off-campus courses may be taught as part of the regular teaching assignment rather than for extra compensation with the approval of Oakland and the individual faculty member involved.
95. On-campus credit courses taught by faculty members during the academic year shall be taught as part of their regular assignment.

ARTICLE XII COMPENSATION FOR VISITING FACULTY

96. Paragraphs 97 through 99 apply only to visiting faculty.

97. New visiting faculty members shall be assigned a salary and a salary level which at midrange is closest to his or her assigned salary. The salary of any visiting faculty member whose continuous service goes back further than the beginning of the previous winter semester shall be adjusted upward each August 15 by the following percentage:

August 15, 1994	3.0%
August 15, 1995	3.1%
August 15, 1996	3.2%

Oakland, at its sole discretion, may approve salary adjustments for visiting faculty members in excess of the above percentages.

98. When a visiting faculty member is shifted to non-visiting full-time position, the salary assigned by Oakland shall not be lower than it would have been if the person had continued in a visiting position.
99. **Spring and Summer Rate of Pay.** A visiting faculty member who teaches credit courses during spring or summer shall receive additional compensation on the same basis as a non-visiting full-time faculty member, as specified in paragraph 91. Visiting faculty members teaching in spring or summer shall perform related professional responsibilities.
100. **Fringe benefits.** A visiting faculty member may participate in the fringe benefit programs specified in Article XVI, and the enrollment in courses in Article XVII, as specified in those articles.
101. **Retirement.** A visiting faculty member may participate in the retirement programs in paragraphs 126 after two full years of service as a visiting faculty member. Oakland may waive all or part of the service requirement.

ARTICLE XIII COMPENSATION FOR SPECIAL LECTURERS

102. **Salary for Special Lecturers**
- a) The salary for faculty members employed as special lecturers will be determined by the aggregate number of years of prior experience as a special lecturer. Faculty members with less than four academic years experience as special lecturers shall be paid a minimum rate of \$693 per credit taught during 1994-95. Faculty members with four or more years of experience as special lecturers shall be paid a minimum rate of \$747 per credit taught during 1994-95. These rates shall increase at the same rate as the table in paragraph 97. For 1995-96, the

respective rates shall be \$715 and \$770; for 1996-97 the rates are \$738 and \$795.

b) In assessing the number of years of prior experience, Oakland will count each academic year during which the faculty member had an appointment as special lecturer or as a full-time visiting faculty member. For appointments preceding 1988, each semester appointment as a special lecturer shall be counted as 0.5 academic years. Spring and summer terms do not apply toward this compilation.

103. Special lecturers are eligible to participate in the medical programs described in paragraph 108, 109, 110 or 111 for the year of appointment. For each enrolled special lecturer, Oakland shall make a monthly contribution equal to one-half of the cost of such program up to one-half of the maxima listed in paragraph 108. Oakland will deduct the additional cost through payroll deduction if authorized by the special lecturer. Failure to make such authorization shall result in ineligibility to participate in the health care plan.
104. A special lecturer shall be eligible to take up to eight credits during his or her current term of appointment under the provisions of paragraph 124.

ARTICLE XIV DURATION OF SALARY

105. Nothing in this Agreement shall be construed to mean that full payment for all services rendered during any academic year will have been received by faculty members during any academic year. The parties agree that full-time faculty members are paid on a monthly basis for the duration of their appointments. The appointment periods for all full-time faculty members, except those made after the beginning of the academic year and those visiting appointments of less than one year, are twelve (12) months in length. Full-time faculty members may elect to receive their salary in nine monthly installments pursuant to Article XV.

ARTICLE XV FACULTY SALARY PAYMENT OPTION

106. Any full-time faculty member, except a chairperson, may elect a nine-month pay option by filing the appropriate form with Oakland by August 15 of any academic year. Thereafter, the faculty member shall continue on the nine-month pay schedule unless he or she advises Oakland prior to August 15 of any subsequent year that he or she wishes to revert to the regular 12-month basis.
107. A faculty member exercising this option will have his or her regular annual salary divided into nine equal monthly installments, with the first payable on August 31.

**ARTICLE XVI
INSURANCES**

108. **Health Care Coverage.** A faculty member shall have the right to enroll either upon initial employment as a faculty member or during periodic open enrollment periods (not less than annually), for coverage under:

- a. the Blue Cross/Blue Shield Comprehensive Hospital program described in paragraph 109, or
 - b. the Blue Preferred Plan described in paragraph 110, or
 - c. one of the Health Maintenance Organizations described in paragraph 111.
- For each enrolled full-time faculty member, Oakland agrees to a monthly benefit of the following:

<u>Time Period</u>	<u>Type of Coverage</u>		
	<u>Single</u>	<u>Two Party</u>	<u>Full-Family</u>
Aug. 15, 1994 - Dec. 31, 1994	\$201.76	\$463.92	\$507.12
Jan. 1, 1995 - Dec. 31, 1995	\$217.90	\$501.03	\$547.69
Jan. 1, 1996 - Dec 31, 1996	\$235.33	\$541.11	\$591.51
Jan. 1, 1997 - Aug. 15, 1997	\$254.16	\$584.40	\$638.83

If the monthly cost of the selected health care plan exceeds these maxima, Oakland will deduct the additional cost through payroll deduction if authorized by the faculty member. Failure to make such authorization shall result in ineligibility to participate in the health care plan. The monthly cost of the health care plan that exceeds these maxima will be treated as a Premium Conversion under section 125 of the Federal Internal Revenue Code unless the faculty member elects otherwise pursuant to paragraph 112.

If a program of national health care coverage becomes available, Oakland shall be required to pay no more toward national health insurance and the health care coverage described under this Article than it has agreed to pay in this paragraph 108.

Eligible retired faculty members, as described in paragraph 132, may choose to participate in these plans at their own expense.

109. **Blue Cross Standard Plan.** This plan is the Blue Cross/Blue Shield Comprehensive Hospital Care-- Semi-Private and Blue-Shield MYF-1 Preferred (medical services) with the following riders:

D-45NM	(hospital care),
CC-CLC	(convalescent care),
FAE-RC	(physician charges for life-threatening emergency medical treatment),
ML	(diagnostic laboratory and X-ray services),
Reciprocity	(agreement with other states to pay basic benefit claims),
Prescription Drug	(\$5 co-pay),
Vision A-80	(optical coverage),
DC	(dependent coverage),
SD	(sponsored dependent),
COB-3	(coordination of benefits),
SAT-2	(substance abuse treatment),
GPC-SAT-2	(Medicare complementary coverage),
GLE-1	(exclusion of experimental services),
SOT-PE	(specified organ transplant coverage); retiree suffix
MMII	(Master Medical--excluding prescriptions)
HC Rider	(hearing)

110. **Blue Preferred Plan.** This plan is Blue Cross and Blue Shield of Michigan's Prudent Purchaser Organization (PPO). This PPO plan provides all of the benefits of the Plan described in paragraph 109 , with reduced premium rates and with some reduced out-of-pocket expenses for the participants. However, the participant is expected to choose the hospital or physician for health care from the Blue Preferred Plan Directory. When services are provided by a Blue Preferred Plan provider the participant pays only for services not covered under the PPO or for liabilities required by the PPO. If services are received from a provider who is not a member of the Blue Preferred Plan network, the PPO pays 85% of the reasonable amount as determined by BC/BSM and the participant is responsible for the remaining charges. (A participant's obligation to pay the 15% differential does not apply in certain situations when services are received from non-network providers: emergency care for treatment of accidental and medical emergencies; referral care - when special services are required that are not available from network providers and a referral for these specialty services is made by a network provider; and out-of-state care - for non-elective services received while the participant is on vacation or temporarily located outside of the state.) Specific policy terms are those in the executed insurance contract with Blue Cross/Blue Shield of Michigan.
111. **Health Maintenance Organization.** Oakland and the Association may agree to participate in or disassociate from federally qualified Health Maintenance Organization (HMO) plans as alternatives to the health care coverage provided above. Two HMO plans are offered currently:

- a. Select Care MedExtendSC
Group contract number 1224 which includes prescription drug coverage and Rider OP, which provides coverage for eye glasses and a contact lens allowance.
- b. Health Alliance Plan (HAP group number 178) The standard plan 3037-8-82 with the following riders:

001 Young Adult Rider;
002 Sponsored Dependent Rider;
003 Senior Rider;
009 Medicare Complementary Fill Rider;
Prescription Drugs at \$5 Co-pay;
Durable Medical Equipment
Prosthetic and Orthotic Devices, and hearing aids;
Skilled Nursing Care in a convalescent facility;
No Additional Charges for Dependent Children Through Age 25;
45 in-patient mental health days renewable after 60 days
Eye glasses and contact lens rider

112. Under applicable federal law, Oakland has established a pre-tax medical insurance premium payment plan. Each faculty member who has medical insurance coverage under paragraphs 108-111 or paragraph 114 automatically shall be considered to have elected participation in the pre-tax medical insurance premium payment plan. If a faculty member elects to do so in writing, medical insurance premium costs may be paid with an after tax salary deduction.
113. Medical Waiver Bonus: A full-time faculty member who chooses not to participate in any of the medical care coverage options described in paragraphs 109, 110 or 111 will be paid \$773 at the end of each one-year period the faculty member does not participate in these coverage options.

To be eligible, the faculty member must complete a medical waiver bonus form during the period of open enrollment including a statement attesting to the faculty member's participation in another medical insurance plan.

If during that one-year period, the faculty member involuntarily becomes ineligible for coverage under the plan identified in the waiver form, he or she may re-enroll in one of the plans described in paragraphs 109, 110 or 111, upon presentation of proof to Oakland of ineligibility. Re-enrollment under these circumstances will not result in forfeiture of the medical waiver bonus if re-enrollment occurs more than 60 days after waiving coverage. Re-enrollment must occur within 30 days of the loss of other coverage.

Oakland agrees to pay the waiver bonus only when 43 full-time faculty eligible for coverage under paragraphs 109, 110 and 111 waive coverage as described above.

Fifty percent of any net savings accruing to Oakland in any given year as a result of this program shall be used to supplement the regular funding level for research fellowships, as specified in paragraph 157.

Net savings is defined as the premium savings to Oakland in excess of the value of thirty-seven full-time faculty not participating in the medical coverage plans, minus any bonuses paid under this paragraph.

114. **Dental Insurance.** A full-time faculty member shall have the right to enroll upon initial employment for either single, two-party or full-family coverage under the Delta Dental Plan, providing 100% of the cost of the diagnostic, preventative, and emergency palliative Class I benefits, including radiographs, and 50% of the cost of the remaining Class I benefits and all Class II benefits. The maximum benefit per person per contract year shall be \$1200 with no deductible. The plan shall provide for full coordination of benefits with other dental plans. Oakland shall make a monthly contribution up to the following maxima:

- a. If single, two party and full-family rates are used as the basis for premium charges, the monthly maxima shall be \$20.81 for single coverage, \$40.24 for two-party coverage, and \$56.74 for full-family coverage.
- b. If a composite rate is used as the basis for the premium charges, the monthly maximum shall be \$47.54.
- c. The monthly maxima stated in a. and b. above will be increased on the renewal dates as follows:

Type of Coverage

	Single	Two-Party	Full-Family	Composite Rates
Jan. 1, 1995	\$21.50	\$41.57	\$58.61	\$49.11
Jan. 1, 1996	\$22.52	\$43.54	\$61.38	\$51.43
Jan. 1, 1997	\$24.43	\$47.24	\$66.60	\$55.80

The basis for monthly premium charges shall be determined by Oakland when premium increases or decreases are announced by the insurance carrier.

If the monthly cost of dental insurance described above exceeds these maxima, the faculty member must sign an authorization card to deduct the additional cost through payroll deduction. The monthly cost of this health plan that exceeds the amount of contribution Oakland agrees to make will be treated as a premium

conversion under Section 125 of the Federal Internal Revenue Code unless the faculty member elects otherwise pursuant to paragraph 112.

If the composite rate is the basis for premium charges, deductions from participating faculty members shall be apportioned according to the type of coverage in this manner:

The amount of the monthly premium payment to the carrier in excess of the amount Oakland is contractually obligated to pay (number of participants times the composite rate maximum) will be divided by one times the number of "single" participants plus two times the number of "two-party" participants plus three times the number of "full-family" participants. The resulting dollar amount will then be multiplied by one to determine the deduction for "single" participants, by two to determine the deduction for "two-party" participants, and by three to determine the deduction for "full-family" participants. Oakland will make these determinations at the time that the carrier increases the composite premium beyond the respective maximum and at six month intervals thereafter.

115. Life Insurance. Oakland shall provide each full-time faculty member with \$42,000 of term life insurance. Faculty members must complete an enrollment card before coverage can be effective. Oakland will pay the full cost of such insurance.
116. For those faculty members enrolled in the insurance program described in paragraph 115, Oakland shall also make available optional additional life insurance benefits up to \$200,000, provided the faculty member furnishes evidence of insurability satisfactory to the insurance carrier. Premiums for such additional coverage shall be paid by the faculty member and deducted from his or her compensation.

The rates are those established by the carrier and may vary depending on participation rates. For information purposes only, the rates at the beginning of the current Faculty Agreement are:

<u>Attained Age</u>	<u>Rate per \$1,000</u>
less than 30	.052
30 but less than 35	.070
35 but less than 40	.093
40 but less than 45	.135
45 but less than 50	.223
50 but less than 55	.377
55 but less than 60	.626
60 but less than 65	1.009

65 but less than 70	1.684
70 but less than 75	2.805
75 and less than 80	5.042
80 and over	8.418

117. **Travel Accident Insurance.** Oakland shall provide all full-time faculty members travel accident insurance coverage under the master policy of insurance underwritten by Mutual of Omaha, or equivalent coverage written by any company. All accident insurance coverage provided pursuant to this paragraph shall be in effect for full-time faculty members and cover them against all risks delineated in said master policy whether or not they are in the course of Oakland's business at the time of their insured loss. Oakland shall pay the full cost of such insurance.
118. **Accidental Death and Dismemberment Insurance.** Full-time faculty members may elect to purchase additional optional insurance coverage known as the Accidental Death and Dismemberment Insurance. All premiums for such additional insurance will be paid by the faculty member through payroll deduction. Those wishing to purchase additional insurance must enroll for coverage within sixty (60) days of their employment date or during a scheduled open enrollment.
119. **Professional Liability Insurance Coverage.** Oakland shall provide a professional liability insurance program. Coverage shall consist of \$1,000,000 arising out of any one occurrence because of personal injury or property damage or any combination thereof; to a maximum of \$1,000,000 arising out of all occurrences during each policy year. Professional liability coverage does not include medical malpractice. Oakland shall pay the full cost of such insurance.
120. **Long-Term Disability Plan.** Oakland shall provide long-term disability insurance to all full-time faculty members through the Teachers Insurance and Annuity Association as set forth in Group Contract Number D-1500 or equivalent coverage underwritten by any other company. Subject to policy conditions, the benefit will be sixty percent (60%) of the faculty member's covered monthly salary, but not to exceed \$4000 monthly and attendant retirement program coverage to the selected vendor (if enrolled). Policy conditions include an annual three percent (3%) inflation adjustment and reductions in benefits for Social Security disability payments and/or Worker's Compensation benefits. Faculty members must complete an enrollment card before coverage can be effective. Oakland shall pay the full cost of such coverage.
121. **Availability of Faculty Benefit Information.** Oakland shall make written descriptions of benefit programs available to faculty members including: health care coverage, dental plan coverage, travel accident insurance, group life insurance, professional liability insurance, multiple option retirement plans, long-term disability insurance, and accidental death and dismemberment insurance.

Oakland also provides coverage for Worker's Compensation, Unemployment Compensation and Social Security (FICA). Information about these programs may be obtained from the respective agencies.

122. Every new faculty member will receive a full set of written descriptions of applicable benefit programs, and continuing faculty members may secure any of the available descriptions at the Staff Benefits Office. Upon individual request, a written statement of benefit programs in which the faculty member is enrolled or for which the faculty member is eligible will be provided by the Staff Benefits Office.
123. Oakland shall provide the Association by October 20 of each year a list of eligible faculty members who have not enrolled in the following benefit programs: health care coverage, dental plan coverage, travel accident insurance, group life insurance, multiple option base and supplemental retirement plans, and long-term disability insurance.

ARTICLE XVII ENROLLMENT IN COURSES

124. **Faculty Retraining.** A faculty member may enroll in any Oakland credit courses. For each such enrollment in a given section, the maximum enrollment for that section shall be increased by one, except where equipment limitations prohibit such adjustment. In no case shall such enrollments displace other students. No tuition shall be charged for such enrollment, but usual fees shall be charged. Any credit hours generated by such enrollments under the provisions of this paragraph shall be excluded from the calculations in Appendix C.
125. **Tuition Waiver.** The spouse of any full-time faculty member, and/or dependent children less than 25 years of age, if admitted to the University through its normal procedures, may enroll in any credit courses. For each such enrollment in a given section, the maximum enrollment for that section shall be increased by one, except where equipment limitations prohibit such adjustment. In no case shall such enrollments displace other students. This paragraph also shall apply to:
 - a. the spouse and/or dependent children less than 25 years of age of a deceased or disabled full-time non-visiting faculty member, if the faculty member died or was disabled while employed as a full-time faculty member at Oakland, and
 - b. any dependent child less than 25 years of age of a retired faculty member if such child was enrolled and attending classes in the academic year term immediately preceding the retirement date of the faculty member. The tuition waiver for the dependent child shall be available for five years from the date of retirement, until the completion of the degree for which the child was enrolled, or until the child reaches 25 years of age, whichever first occurs.

No tuition shall be charged for any enrollments under this paragraph, but usual fees shall be charged. Any credit hours generated by such enrollments shall be excluded from the calculations in Appendix C.

ARTICLE XVIII RETIREMENT

126. **Multiple Option Retirement Program.** Oakland shall offer a Multiple Option Retirement Program for all full-time faculty members. Oakland shall contribute to the Multiple Option Retirement Program as follows:

- (a) For each participating non-visiting faculty member hired without tenure or job security: until such person has attained two years of full-time service and has been approved by Oakland for continued employment subsequent to the initial term of hire, Oakland shall contribute to said plan, over and above all other compensation, an amount equal to thirteen percent of the salary paid to each faculty member under the provisions of paragraphs 74-90; and shall pay contributions as provided in paragraph 141.
- (b) For other participating faculty members: Oakland shall contribute to said plan, over and above all other compensation, an amount equal to 15% of the salary paid to each faculty member under the provisions of paragraphs 74-90; and shall pay contributions as provided in paragraph 141.

Two tax-deferred retirement plans are available: TIAA-CREF and Fidelity. Information regarding these plans is available from the Staff Benefits Office. Oakland and the Association may agree to add other plans or to disassociate from any of the above-named plans. As new options from these vendors become available, Oakland shall make such options available to faculty.

127. **Supplemental Retirement Plans.** Oakland shall provide all faculty members the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 126 above, subject to conditions established by the respective companies.

128. For the purposes of this Agreement, a retired faculty member is defined as a faculty member who is at least 58 years old, has at least 15 years of continuous full-time service at Oakland and has terminated active employment.

Periods of unpaid leave shall not be included in establishing years of service, but unpaid leaves do not constitute a break in service.

Individuals wishing to retire prior to age 58 may do so, provided they are at least 55 years old and have at least 15 years of continuous full-time service at Oakland, but the provisions of paragraphs 131 and 132 do not apply.

129. To meet special needs Oakland may re-employ a retired faculty member at any age. If such employment would cause the faculty member to be represented by the Association, the terms and conditions of such employment of such a person must have the approval of the faculty member, the Association, and Oakland. None of the provisions of Article XVI shall be applicable to such employment unless specifically agreed upon by the parties.
130. **Reduced Work Schedule Prior to Retirement.** With the approval of Oakland, a full-time non-visiting faculty member who will have attained the age of 58 may undertake a reduced work schedule for a period not to exceed three academic years, following the completion of which the faculty member shall retire under the provisions of this article. The reduction in work schedule shall not exceed 50%, and the faculty member shall be entitled to receive that fraction of his or her regular annual salary represented by the reduced work schedule. The retirement contribution specified in this Article XVIII shall also be based on the reduced salary. The reduced work schedule is subject to the approval of Oakland. None of the provisions of Article XVI except paragraphs 108-111 shall be applicable during the period of the reduced work schedule unless specifically agreed upon by Oakland and the faculty member.
131. **Privileges and Benefits for Retired Faculty Members.** A retired faculty member shall be entitled to receive the following items to the extent accorded full-time non-visiting faculty members: use of recreational facilities, faculty discounts, and use of the Graham Health Center. Library privileges shall be extended under terms and conditions to be established by Oakland. In addition, limited tuition waiver benefits are available for certain dependents of retirees, under the provisions of paragraph 125.
132. Retired faculty members shall be entitled to participate in the health care coverages in paragraphs 108, 109, 110, or 111. Except as provided in paragraph 133, such participation shall be entirely at his or her own expense, and with the understanding that--subject to federal regulations--when the retiree (and/or spouse) becomes eligible for coverage through medicare, coverage through the aforereferenced group medical insurance programs would be available solely as a supplement to medicare. Retirees eligible for Medicare may choose to participate in a Blue Cross/Blue Shield Medicare Complementary Option 2-1 (with riders GPC-D, GPC-SAT II, Master Medical 65, MM 65-AL, MMC-PD, Prescription Drug \$5, PD-MAC, Vision A-80) instead of the exact fill Medicare Complementary versions of the coverages in paragraphs 108,109,110, or 111.

133. For those faculty members who have reached the age of 62 and then retire with at least fifteen years of continuous full-time service, Oakland shall continue to make a contribution toward the health care coverages as provided in paragraphs 108, 109, 110, or 111. This contribution shall be subject to the limitations of paragraph 108, except the maximum contribution shall be for one-party coverage. If the monthly cost of health care coverage for which this retiree is enrolled exceeds the amount of Oakland's contribution, the retiree shall remit payment for the additional cost to the Staff Benefits Office prior to coverage. Oakland's contribution shall end when and if the retiree becomes eligible for health care coverage through medicare.

ARTICLE XIX FACULTY TRAVEL

134. Oakland may reimburse a full-time faculty member for expenses incurred in attending professional or scholarly meetings. If an application for travel reimbursement is denied, Oakland shall state its reason for denial to the faculty member.
135. If Oakland elects to reimburse a faculty member for expenses incurred in attending professional or scholarly meetings, such reimbursement shall be according to the rates contained in Appendix "D" of this agreement.
136. Oakland may establish procedures to process applications for reimbursement and the College, the schools, and the Library may promulgate guidelines (such as maximum reimbursements for any single trip and maximum reimbursements to any faculty member during the fiscal year) for the purpose of distributing available travel funds over a broad range of worthwhile travel.
137. Travel on University Business. A faculty member may be requested by Oakland to travel on University business as part of his or her regular assignment or as an additional obligation, and shall be reimbursed for such travel in accordance with Oakland's provisions for administrative travel.
138. Oakland agrees that a minimum of \$166,500 will be available for travel under the provisions of paragraph 134 during the 1994-95 fiscal year, \$176,500 during the 1995-96 fiscal year, and \$186,500 during the 1996-97 fiscal year. Oakland agrees that if sufficient applications are submitted consistent with these provisions, the entire amount shall be expended.

ARTICLE XX LEAVES WITH PAY

139. Oakland shall make available leaves with pay to full-time non-visiting faculty. Leaves with pay are intended for the mutual benefit of Oakland and the faculty

member granted such leave. A leave with pay may be granted if there is reasonable expectation that it might result in:

- a. Scholarly enrichment and increased professional competence of the faculty member.
 - b. Increased value of the faculty member to Oakland.
 - c. Enhancement of Oakland's reputation in the academic community.
140. Two types of leaves with pay shall be available:
- a. Sabbatical leaves.
 - b. Professional Development and Research leaves.
141. Financial Conditions. If a faculty member is on a half pay leave, Oakland's contribution to the Multiple Option Retirement Program on behalf of the eligible faculty member shall continue as if the faculty member were not on leave. However, Oakland's contribution will be limited to the maximum employer pension contribution that is non-taxable, as permitted by applicable Federal tax regulations.
142. Oakland shall continue all other contributions to fringe benefits provided in Article XVI, Insurance, during the leave period regardless of duration or rate of pay.
143. A faculty member on leave with pay is permitted to receive money from grant, contract, or other external sources for approved study or research without prejudice to his or her receipt of income from Oakland, provided that the total remuneration from all sources does not exceed his or her remuneration from Oakland for a comparable period.
144. A faculty member on paid leave automatically shall be entitled to any general compensation increase and any increase in the benefit program granted to the bargaining unit.
145. A faculty member on paid leave shall be subject to the Layoff and Recall procedures in Article VIII.
146. Faculty members on paid leave shall be eligible for reimbursement of travel expenses incurred in attending professional or scholarly meetings in accordance with the provisions of Article XIX.

147. **Department Staff Adjustments.** The absence of a faculty member normally entails disruption of the teaching or research pattern. Such disruption will be taken into account by Oakland when considering applications for leave with pay.
148. If a leave with pay is granted at less than full pay, Oakland may authorize the appointment of a replacement. A decision to deny a particular request for replacement of a faculty member on leave shall not be subject to the grievance procedures established in this Agreement. If Oakland determines not to replace the faculty member, internal adjustments shall be made.
149. If a leave with full pay is granted, internal adjustments will be made without replacement.
150. **Sabbatical Leave.** Sabbatical leave may cover a wide range of professional activities, including but not limited to research, the study of teaching methods, and the study of cognate disciplines.
151. Three types of sabbatical leave shall be made available:
- a. A half-year sabbatical leave at half pay for the period of the leave, after three years of service (i.e., resulting in 75% of annual salary for the year).
 - b. A half-year sabbatical leave at full pay after six years of service.
 - c. A full-year sabbatical leave at half-pay after six years of service.
152. **Sabbatical Leave: Eligibility and Definitions of Service.**
- a. Sabbatical leaves are available only to full-time non-visiting faculty members.
 - b. Years of service, including years as a visitor at Oakland, shall be computed from the initial date of full-time appointment or from the termination date of the previous sabbatical leave except as provided in subparagraph 152e. and subparagraph 163b.(5). All leaves of absence shall be excluded in determining years of service, except as otherwise determined by Oakland.
 - c. A recipient of a sabbatical leave is obligated to return to Oakland for two regular semesters following his or her leave.
 - d. A faculty member without tenure or job security shall not be granted a sabbatical leave if Oakland's employment decision at the time of the application for the sabbatical does not permit compliance with paragraph 152c. This subparagraph (d) may be waived at Oakland's sole discretion.

- e. A faculty member who postpones a sabbatical leave in compliance with paragraph 152. above may credit service during the postponement period toward the faculty member's next sabbatical leave. If the next sabbatical leave is authorized under the provisions of paragraph 151a., a maximum of one-half year may be credited. Otherwise a maximum of one year may be credited.
 - f. A faculty member who fails to apply for a sabbatical leave when eligible, or who postpones a sabbatical leave not in compliance with subparagraph 152e. above, may not credit any service during the ensuing period toward his or her next sabbatical leave except as provided in subparagraph 152g. below.
 - g. If a faculty member is requested by Oakland or by his or her department chairperson with Oakland's concurrence to postpone a sabbatical leave until the next academic year, the year of service during which the postponement occurred may be credited toward the faculty member's subsequent sabbatical leave. Only one such year of postponement may be so credited toward any one sabbatical leave.
 - h. Years of service shall not accrue during layoff. If a faculty member receives payments pursuant to paragraph 61 for years of service since the last sabbatical, such service shall not count toward eligibility for sabbatical leave after such faculty member's recall from layoff.
153. **Sabbatical Leave: Criteria.** Although a simple accumulation of service does not guarantee the granting of a sabbatical leave, Oakland shall make every effort to accommodate a faculty member's application for a sabbatical leave if the application meets the policy objectives stated in paragraph 139. No sabbatical leave will be granted for the purpose of teaching at another institution, unless such teaching is an integral part of a research project; nor will a leave be granted for travel for reasons unrelated to the development of professional skills necessary for fulfillment of the faculty member's work and professional obligations required by this Agreement.
154. The leave proposal will be judged by the chairperson of the applicant's department (who may be advised by a departmental committee charged with this responsibility) and/or by the dean of the appropriate school or college (who may be advised by a faculty committee charged with this responsibility). Judgments involving scholarly criteria shall not be grievable.
155. **Sabbatical Leave: Procedures for Application and Report.**
- a. An application for sabbatical leave is initiated by an eligible faculty member. The application must be filed with the department chairperson, or in those academic units without chairpersons, the dean, at least eight months before the

commencement of the proposed leave. A detailed written statement of the purpose of the leave and the nature of the professional activity proposed should accompany the application.

- b. The application and the chairperson's recommendation shall be forwarded to the appropriate dean at least seven months before the commencement of the proposed leave.
 - c. The applicant shall receive written notification of Oakland's decision at least five months prior to the commencement of the proposed leave. A faculty member may withdraw, without prejudice, an application for sabbatical leave at any time prior to Oakland's decision with the approval of his or her department chairperson. Once Oakland has approved a sabbatical application, the faculty member may withdraw the application only with the approval of Oakland.
 - d. If an application is rejected, the faculty member shall receive notification in writing from Oakland of the reasons for rejection.
 - e. At the completion of the sabbatical leave, the faculty member shall submit to Oakland by the end of the first semester after return from leave a written report summarizing the activities during the leave and their relationship to the written statement submitted under paragraph 155a.
156. **Research Fellowships.** There shall be available a limited number of research fellowships. The research fellowships will be funded at a level specified by the University Research Committee up to a maximum determined by Oakland. Application for these fellowships may be made at any time in a faculty member's employment with Oakland. The Committee will establish a system of applications for research fellowships, will referee proposals, and will monitor fellowship activity. Research fellowships are intended to support accomplishment of specific scholarly or scientific projects, and they will be granted on the basis of the judgment by qualified scholars in the discipline of the application as to the value of the proposal and the likelihood of its completion.
157. Oakland agrees that it will provide \$130,000 for research fellowships during 1994-95. For 1995-96, the amount will be \$135,000, and for 1996-97 it will be \$140,000.
158. **Professional Development and Research Leaves.**
- a. In order to meet future staffing needs and to utilize existing faculty resources more effectively, Oakland shall make available at least one professional development or research leave each year of this agreement, either one-half year or full year, with full pay.

- b. The purposes of these leaves may include, but are not limited to, projects to develop new areas of research competence, ongoing research projects requiring extensive dedicated activity, and retraining opportunities that provide a faculty member with teaching competencies in new areas.
- c. There shall be a Joint Committee consisting of six members, three appointed by the Association and three appointed by Oakland; these appointments shall be made by October 15. Subject to the approval of Oakland, the committee shall establish guidelines for faculty professional development and research leaves. The committee shall review leave applications and forward, on or before February 15, its recommendations to Oakland and to each applicant.
- d. To be considered for such leaves, a faculty member shall submit an application to the joint committee, along with a copy to the faculty member's department chairperson and dean. In accepting or rejecting a recommended leave, Oakland may base its decision, in whole or in part, on current or projected staffing needs. Oakland shall notify each applicant of its decisions on or before March 15. These leaves are limited to full-time non-visiting faculty members. A faculty member granted such leave shall be required to return to Oakland for two regular semesters following the leave.

159. **Absence.** Two kinds of absence are described in this paragraph:

- a. Faculty members excused from teaching responsibilities for short periods of time in order to attend professional or scholarly meetings, or for any other reasons recommended by their chairperson, if any, and approved by Oakland.
- b. Faculty members not on layoff status who are unable to work because of illness, injury, or disability due to pregnancy or childbirth.

Faculty members not on layoff status and unable to work because of illness, injury, or disability due to pregnancy or childbirth shall notify Oakland promptly. Upon receipt of such notice, Oakland shall continue to provide compensation under this Agreement to any full-time faculty member unable to work due to illness, injury, or disability due to pregnancy or childbirth, for periods as specified below provided that if said faculty member is receiving disability insurance or worker's compensation benefits during any such period of absence, Oakland shall pay the difference between any such benefits and his or her regular compensation.

Full-time non-visiting faculty: a period not to exceed six months.

Visiting faculty: Up to seven days total during a fall or winter term, with a maximum accumulation of twenty-one days.

At Oakland's request, a faculty member shall provide Oakland with a statement from a licensed physician regarding the nature and severity of the faculty member's illness and a prognosis of the date the faculty member may be expected to return to work. Additionally, the university may require the faculty member to submit to an examination at Oakland's cost by a physician chosen by Oakland. The faculty member shall have the right to appeal the findings of this examination by submitting findings from a physician of his or her choice at his or her expense. If there is a conflict between the findings of the two (2) physicians, the faculty member shall have the right to request an examination at Henry Ford Hospital or William Beaumont Hospital (Troy), the costs of such examination to be shared equally by the faculty member and Oakland. The results of this examination shall be binding upon the faculty member, the Association, and Oakland.

The custom of collegiality, the practice of a colleague teaching in the place of an absent faculty member, shall not affect the right of any faculty member to benefits associated with absence described in subparagraph b. above.

160. **Miscellaneous Provisions.** Faculty members granted a paid leave pursuant to this Article XX will be entitled to the continuation of employment conditions provided in paragraph 199, **Employee Conditions.** Faculty members who wish to have the availability of an office, suitably equipped for their use while on paid leave, may request the use of such an office at the same time they make their application for the paid leave pursuant to the provisions of this Article XX. The determination as to whether or not the faculty member will receive an office and the extent to which that office will be equipped shall be made through the same process that determines whether or not the faculty member will be granted the leave. The use of an office shall be granted if it is consistent with the purpose of the leave.

ARTICLE XXI UNPAID AND PARTIAL LEAVE

161. **Leave of Absence.** Leave of absence shall be granted to any full-time non-visiting faculty member upon the recommendation of his or her department chairperson, if any, and upon approval by Oakland. Two kinds of leaves of absence are described in this Article:
- a. Unpaid leave of absence for either an academic year or for the fall or winter semester.
 - b. Partial leave of absence during which time a faculty member will receive a reduction in teaching load.

Such leaves may be used for a variety of purposes, including, but not limited to, such things as child care, professional development activities, including where

appropriate pursuit of advanced degrees, or special professional opportunities of limited duration.

162. **Family and Medical Leave Act (FMLA)**. Notwithstanding any other provisions of this Agreement, including leave of absence provisions, Oakland will provide to faculty members all leave and medical benefits prescribed by the Family and Medical Leave Act of 1993 (FMLA). To the extent that FMLA requires greater benefits than this Agreement, FMLA shall be followed. To the extent that this Agreement provides greater benefits than FMLA, this Agreement shall be followed. Otherwise, administration of Agreement provisions and FMLA provisions shall be coordinated in accordance with procedures adopted by Oakland consistent with FMLA. If any FMLA requirement conflicts with this Agreement, the FMLA shall be followed and the contrary Agreement provision shall not be effective.

163. **Period**.

- a. Unpaid leaves of absence may be granted for either a twelve-month period commencing on August 15, or the fall or winter semester. A faculty member shall receive no compensation from Oakland during the period of an unpaid leave; however, a faculty member electing a one-semester leave shall receive one-half of the yearly compensation provided under Article XI. Where exceptional circumstances require, a faculty member may request special unpaid leave for a period longer than twelve months or shorter than a semester. Oakland shall notify the Association quarterly of approval of all unpaid leaves of absence.
- b. Partial leaves of absence may be granted for either a twelve-month period commencing on August 15, or the fall or winter semester. Prior to granting a partial leave of absence, Oakland shall consult with the respective department and/or school. Partial leaves may be renewable at Oakland's discretion.
 - (1) A leave shall involve no more than fifty percent released time.
 - (2) Before approving a partial leave, Oakland shall specify in writing the duties to be performed during the leave period and the percent of released time agreed to. The duties shall be consistent with the percent of released time agreed to.
 - (3) The salary of a faculty member who takes a partial leave shall be reduced by the same percentage as the percent released time involved. Salary related fringe benefits will be based on the reduced salary.

- (4) The employment terms of a faculty member without tenure or without job security who takes a partial leave may be adjusted as specified in subparagraph 38f.

For a faculty member without tenure or without job security who takes more than one partial leave in pursuit of an advanced degree, the released time of the partial leave shall not be counted in his or her employment terms. Only the fractional values of accumulated service shall be counted and scheduled reviews will be conducted when at least the normal levels of service have been accumulated by the previous August 15. Such adjustments may not exceed three years in aggregate.

- (5) For purposes of retirement eligibility and accruing sabbatical eligibility, years of service during such leaves shall be prorated, based on percent of time worked.

164. **Return.** A faculty member must return to the paid employ of Oakland for a period of one academic year following a leave of absence before he or she may be granted any further leave, unless special circumstances warrant as in paragraph 163. Exceptions to this provision shall be made only with the concurrence of the department chairperson, if any, and Oakland.

165. **Application.**

- a. A faculty member wishing a leave shall submit a written request to his or her department chairperson (or dean in schools without chairpersons) at least eight months before the beginning of the proposed leave.
- b. If approved by the chairperson the request shall be forwarded to the appropriate dean at least seven months before the commencement of the leave.
- c. The applicant shall receive written notification of Oakland's decision on the granting of the leave five months prior to the commencement of the proposed leave. A faculty member may withdraw, without prejudice, an application for a leave at any time prior to Oakland's decision. Once Oakland has approved a leave, the faculty member may withdraw the application only with the approval of Oakland.
- d. If an application is rejected, the faculty member shall receive from his or her chairperson or from Oakland (whichever is applicable) notification in writing of the reasons for rejection.
- e. If an unpaid leave is granted, Oakland may approve the temporary replacement of the faculty member.

166. **Contributions by Oakland.**

- a. During any unpaid leave of absence, Oakland's contributions to a faculty member's retirement program or other benefit programs are suspended, but the faculty member may continue contributions voluntarily (except that he or she may not continue participation in the dental insurance program).
- b. A faculty member on a partial leave may continue all benefits set forth in Article XVI in which he or she was previously enrolled, so long as the faculty member shall pay a prorated premium through payroll deduction for benefits not based on a percent of salary. Failure to make such payroll deduction authorization shall result in ineligibility to continue in such programs. Other specific arrangements regarding fringe benefits may be agreed upon by Oakland and the faculty member, provided that no increase costs shall be incurred by Oakland.

167. **Re-employment.** A leave of absence for less than one year shall count as part of the probationary period for review purposes, while a full-year leave shall not count, unless:

- a. a faculty member taking a full-year leave elects to have the year count as part of the probationary period by notifying Oakland in writing prior to taking the leave.
- b. the faculty member and Oakland agree otherwise, as specified in paragraph 38f.
- c. the faculty member on unpaid leave shall be subject to the Layoff and Recall provisions of Article VIII.

168. **Request for extension.** Requests for extension of any leave of absence must be made in writing to the faculty member's department chairperson, if any, and the appropriate dean at least six months prior to the end of his or her leave. Extensions shall be granted upon approval by the department chairperson, if any, and Oakland.

169. **Failure to Return.** All faculty members who take any leave described in this Article XXI shall continue to be deemed bargaining unit faculty members of Oakland, and shall be entitled to return to their previous employment upon expiration of their leave except as modified by the Layoff and Recall provisions of Article VIII. If a faculty member fails to return to paid employment with Oakland for the regular semester immediately following the expiration of a leave of absence, he or she shall be deemed to have voluntarily resigned his or her position. However, this assumption of voluntary resignation will not apply if the faculty member is unable to return to work because of illness, injury, or disability due to pregnancy or childbirth.

170. Permanent Reduction in Workload. A faculty member with tenure or job security may request a permanent reduction in workload, with prorated reduction in salary. After consulting with the respective department and/or school, Oakland may grant such a request. Appropriate work arrangements are to be determined by Oakland and the faculty member prior to granting the request. Once granted a workload reduction, a faculty member shall have no right to return to full-time status or to change the percent of time worked, unless Oakland specifically agrees to a change. A faculty member on permanent workload reduction shall be eligible for only those benefits, including participation in retirement options, agreed to by Oakland and the faculty member at the time the workload reduction is approved. Years of service for sabbatical eligibility purposes shall not accrue during the period of reduced workload.

ARTICLE XXII ACADEMIC LIBRARIANS

171. Full-time librarians shall be obligated to work the following periods: the fall semester (first day of registration through the last day of the examination period), and the winter semester (first day of registration through the last day of the examination period).
172. Librarians may be scheduled by Oakland to work on holidays or recesses that are normally non-working days; in such cases equivalent compensatory time off shall be granted.
173. Full-time librarians scheduled to work the spring or summer terms shall be compensated at the rate equivalent to a four-credit course, as specified in paragraph 91. The last sentence of paragraph 91 shall not apply in the scheduling of spring or summer assignments.

ARTICLE XXIII WORK OR BUSINESS INTERRUPTION

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

**ARTICLE XXIV
GRIEVANCE PROCEDURE**

175. **Scope.** Except as otherwise specifically provided for herein, any grievance the Association, a faculty member, or a group of faculty members other than the Association, may have in relation to employment at Oakland, arising from the application, or interpretation of this Agreement, will be adjusted as stated in this Article XXIV. Any individual faculty member or group of faculty members other than the Association at any time may present a grievance to Oakland and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to participate in such adjustment.
176. **Construction.** Nothing in this Article XXIV will prevent informal adjustment of any grievance and the parties intend that, so far as reasonably possible, every grievance will be resolved between the faculty member and the dean or director or other representative of Oakland immediately involved. Steps One and Two of the grievance procedure, as set forth in paragraphs 178 through 179 of this Agreement, shall be pursued to completion before any application for arbitration may be made under paragraph 180 unless the parties enter into a written waiver of those steps and agree to proceed directly to arbitration. In computing any time limit specified under this Article XXIV, Saturdays, Sundays, and Holidays will be excluded.
177. **Initiation.** A faculty member, including any person who was a faculty member during any time covered by this Agreement, a group of faculty members, or the Association may initiate a grievance by serving written notice of it on Oakland's designated representative within thirty (30) days after the grievance arises. Such notice shall state the facts upon which the grievance is based, the paragraph(s) of this agreement alleged to be violated, and shall specify the relief and remedy sought.
178. **Step One.** Oakland shall designate a representative to discuss the grievance with the grieving party. The representative shall schedule a Step One meeting and notify the Association of the time and place of the meeting. The Step One discussion, unless extended by written agreement for a specified period, will be completed within ten (10) days after the grievance is filed. Within ten (10) days after the Step One meeting, Oakland shall provide the Association with a written answer to the grievance.
179. **Step Two.** If the answer at Step One is not satisfactory to the Association, it shall request within ten (10) days of receipt of the answer at Step One that the grievance be heard by a representative of the Vice President for Academic Affairs. Such request shall specify any paragraphs of the Agreement the Association believes have been violated that are additional to those specified in the notice of grievance.

Oakland shall schedule a hearing on the grievance within ten (10) days after receipt of notice. By written agreement of the parties, this discussion may be continued from time to time. Oakland shall provide a written answer to said grievance within ten (10) days after the hearing, or the last day of the hearing if the hearing is extended.

180. **Arbitration Initiation.** If the answer to the grievance at Step Two is not satisfactory, the Association, within thirty (30) days of its receipt, may notify Oakland that it desires to proceed to Arbitration. Upon receipt of said notice, the parties shall confer and attempt to select an Arbitrator. If no agreement is reached within ten (10) days, the Association shall institute the procedures of the American Arbitration Association for selecting an Arbitrator. If Oakland agrees, the Association may substitute the procedures of the Federal Mediation and Conciliation Service for those of the American Arbitration Association.
181. **Arbitrator's Decision and Compensation.** The arbitrator will render a written decision within thirty (30) days (or such additional time as the parties may by writing agree) after any grievance has been submitted to him or her, and the decision, when so rendered as required by law, will be final and binding on the parties, and may be enforced in any court of competent jurisdiction. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.
182. **Limitation of Arbitrator's Authority.** The arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement, (b) interpret any policy, practice, or rule not relating to wages, hours or conditions of employment, (c) formulate or add any policy or rule, and (d) substitute his or her judgment for academic judgment in the establishment of the classification or change in classification of any faculty member. The arbitrator shall not have jurisdiction to consider any claim of which the adverse party has not had reasonable notice prior to the arbitration hearing.
183. **Extension of Time Limits.** Time limits in this Article XXIV may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits set forth herein shall result in the automatic advancement of the grievance to the next level, except that failure of the Association to notify Oakland that it wishes to arbitrate within thirty (30) days after receipt of the notice provided in paragraph 180 shall result in the grievance being deemed settled on the basis of the Step Two decision of Oakland.
184. **Association Rights.** The Association shall have the right to be present at any meeting conducted under the provisions of paragraphs 178-180.

ARTICLE XXV
GUARANTEE OF RIGHTS

185. There shall be no discrimination against any faculty member or against any applicant for employment in the bargaining unit by reason of age, race, creed, marital status, color, sex, religion, national origin, citizenship, sexual orientation, political affiliation, or handicap not related to ability to perform professional duties. Notwithstanding any other provision of this Agreement, the parties recognize the necessity for Oakland to comply with federal and state civil rights laws and agency regulations issued relative thereto. Therefore, in order to insure compliance with the above laws, orders, and regulations, Oakland may establish procedures and require adherence to them so that its operations are in compliance with these laws and regulations. If such policy or procedure is in conflict with an existing policy or procedure developed by a faculty entity pursuant to this Agreement, the Association shall be given the opportunity to comment on the Oakland procedures prior to implementation.
186. **Personnel Files.** A faculty member, or former faculty member, has the right to know of the existence and location of each file maintained on him or her by Oakland that might be used relative to the employee's qualifications for employment, re-employment, and/or disciplinary action. Such an individual shall have access to all materials placed in those files except initial employment references, confidential materials placed in personnel files prior to August 15, 1979, and those materials subject to confidentiality under the 1979-82 Faculty Agreement.

On giving reasonable notice, the individual shall have access to these files during normal business hours under conditions which protect the integrity of the files, and shall have the right to copies of non-confidential materials in his or her files at his or her own expense. He or she may designate in writing a representative to examine the files subject to the access restrictions of this paragraph 186 or be accompanied by a representative of his or her choice at the time he or she examines the files. Oakland and the individual may agree to correct or remove information from the files. If agreement is not reached, the individual may add any appropriate and reasonable explanatory materials to these files. If Oakland removes from these files materials to which the explanatory materials refer, the explanatory materials also shall be removed.

A faculty member shall not be required, and/or solicited directly or indirectly, to enter into any waiver, either expressed or implied, of the right to examine any and all letters of evaluation. Any letter of evaluation submitted anonymously or with the condition of confidentiality shall be returned to the author or destroyed.

**ARTICLE XXVI
DEPARTMENT CHAIRPERSON**

187. In addition to the professional responsibilities prescribed for all other faculty members in this Agreement, a department chairperson shall have the responsibility for exercising academic leadership in the teaching, scholarship, planning, and other activities of the department. The duties shall include, but are not limited to, the following:
- a. Chairpersons are responsible for developing course and teaching schedules and assigning members of their department to these activities.
 - b. Chairpersons are responsible for implementing university regulations within their departments and for resolving, when possible, problems, disagreements, and non-bargaining unit faculty member grievances, among faculty, departmental employees, students who interact with the department, or other interested persons, at the departmental level.
 - c. Chairpersons are responsible for monitoring the attendance and time commitments of their departmental employees, where appropriate, and reviewing, as specified in this Agreement, the proper discharge of faculty responsibilities.
 - d. Chairpersons are responsible for instructing new faculty members on the responsibilities of their positions.
 - e. Chairpersons are responsible for submitting budget requests, establishing expenditure priorities, and administering the departmental budget within the policies established by Oakland.
 - f. Chairpersons are expected to make independent judgments and recommendations on all departmental faculty appointments, re-appointments, and promotions; faculty salaries; leaves of absence; travel authorizations; and other relevant departmental personnel functions, including discipline and discharge. Chairpersons are also expected to make independent judgments and recommendations on all departmental employees as appropriate.

**ARTICLE XXVII
APPOINTMENT DATES**

188. Employment of a full-time non-visiting faculty member may commence at any time. However, if the period from employment to the next August 15 is less than one year, it shall not be taken into account in determining the review schedule listed in paragraph 38, unless Oakland and the faculty member agree otherwise, as

provided in paragraph 38f. All re-appointments and promotions resulting from reviews under paragraph 41 will take effect on August 15.

ARTICLE XXVIII PAST PRACTICES

189. **Educational Policy.** The enumeration of faculty members' rights, responsibilities, and privileges in this Agreement shall not be construed to deny or diminish existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges, and responsibilities are described under the appropriate constitutional processes of the schools, the college, and the University. Such participation shall be accomplished through the traditional procedures, policies, and practices of the University Senate, the schools, and the college. Changes or modifications in such procedures shall be governed by the procedures established in such processes.
190. Existing procedures, policies, and practices of faculty members and Oakland as outlined by the constitutions of the University Senate and the several schools and colleges and as established by Oakland shall be continued.
191. **Faculty Members' Rights and Responsibilities.** The following existing rights, privileges, and responsibilities not specifically delineated by this Agreement, or by the University, school, or college constitutions or processes, or by Oakland's present operating documents shall not be abrogated or changed by either party without mutual consent:
 - a. The rights, privileges, and responsibilities of individual faculty members in the conduct of their teaching and research, including, but not limited to, the principles of academic freedom and academic responsibility.
 - b. The rights, privileges, and responsibilities of faculty members serving as department chairpersons to participate in and be responsible for the internal organization and governance of academic departments and in representing the interests of the academic department in its relations with school, college and the University.
192. In the event of conflict between such established rights, privileges, and responsibilities and the provisions of this Agreement, the terms of this Agreement shall control.
193. This Agreement shall supersede any contrary or inconsistent terms contained in any individual faculty member's contract heretofore in effect. All future faculty members' contracts shall be made expressly subject to the terms of this Agreement.

**ARTICLE XXIX
UNIVERSITY CALENDAR**

194. The regular academic year shall consist of two semesters, each of which shall be a maximum of sixteen (16) calendar weeks in duration. All academic instruction (including examinations) will be completed within said sixteen (16) week period except that the winter semester may be extended by one week to accommodate a winter break. Classes for the fall semester shall begin no earlier than the last Wednesday in August or the last Monday in August, whichever is later. The fall semester shall end before Christmas. Classes for the winter semester shall begin after New Year's Day and the semester shall end no later than April 30. In addition to the regular academic year, two (2) eight-week class sessions may be scheduled during spring and summer months. Further, Oakland may schedule individual classes at times different from the normal semesters and terms. The Association shall be consulted on the specifics of each calendar promulgated by Oakland. If Oakland promulgates a calendar extending beyond the current Agreement, the Association reserves the right to bargain changes in said calendar during subsequent contract negotiations.

**ARTICLE XXX
MISCELLANEOUS PROVISIONS**

195. **Meeting**. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.
196. **Interest Succession**. This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors, and assigns.
197. **Agreement Construction**. The paragraph titles throughout this Agreement are editorial identifications of their related text and do not limit or control that text.
198. **Separability**. If any provisions of this agreement are declared invalid or illegal by any court of competent jurisdiction or administrative agency having jurisdiction, or rendered invalid or illegal through federal or state law, decision, or regulation, that provision shall be void. All remaining provisions shall remain in full force and effect. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the void provision.

199. Employee Conditions.

- a. Keys. Upon written request, Oakland will provide each full-time non-visiting faculty member with a key to his or her office, and with access to the building in which the office is housed by providing a key to the building, or by providing an alternative means for immediate access. Said key(s) must be returned upon termination of employment with Oakland.
- b. Faculty Member Office. Oakland will provide each full-time non-visiting faculty member with an adequate, suitably equipped office. Such offices need be kept in a fully serviced condition only during those hours they are needed for regular use in connection with teaching or research.
- c. Assignment of Assistants. Following assignment by Oakland, undergraduate or graduate assistants may be assigned to faculty members by their departments for the purpose of assisting faculty members in carrying out professional responsibilities.
- d. Parking. Adequate parking space will be provided for all faculty members at no cost.
- e. Professional Supplies and Services. Oakland will provide the professional supplies and equipment, including laboratory facilities, and support services for faculty members at levels adequate for performance of professional responsibilities required of faculty members by this Agreement.

**ARTICLE XXXI
MINIMUM TERMS**

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

- a. In the case of a full-time non-visiting faculty member already employed by Oakland, increases in compensation or other benefits that exceed the terms of this Agreement shall be given only with the prior agreement of the Association.
- b. In the case of a prospective faculty member, Oakland may offer employment on terms and conditions of compensation or other benefits that exceed those provided by this Agreement so long as the Association is notified of the terms and conditions of such employment.

**ARTICLE XXXII
AMENDMENT**

201. In reaching this Agreement Oakland and the Association have had the opportunity to consider all matters lawfully subject to collective bargaining.
202. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to agree to any proposed amendment or supplement.

**ARTICLE XXXIII
EXCHANGE OF INFORMATION**

203. Oakland shall make available to the Association, within a reasonable time after receiving a request, all information reasonably required or legally necessary for negotiation and implementation of a collective bargaining agreement. Nothing in this paragraph shall be construed to require Oakland to compile information and statistics in the form requested if such data are not already compiled in the form requested.
204. Notices and Addresses. Any notice required to be served on Oakland under this Agreement will be delivered to Oakland's Office of the Vice President for Academic Affairs. Any notice required to be served on the Association will be delivered to the Association's Office in 201 Pryale Hall or at such other place as the Association and Oakland may direct by written notice served upon the opposite party.
205. Any notice required to be served on a faculty member under this Agreement will be mailed to his or her campus address.

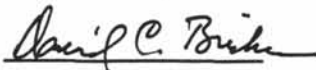
**ARTICLE XXXIV
EFFECTIVE DATE AND DURATION**

206. This Agreement will be effective from 12:01 a.m. (prevailing Rochester time) August 15, 1994, to midnight (prevailing Rochester time) August 14, 1997, subject to reopening by either party on or after May 15, 1997.

**ARTICLE XXXV
APPENDICES**

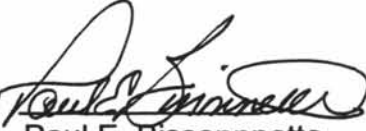
207. All appendices designated hereafter as Appendices A, B, C, D, and E shall be deemed a part of this Agreement, and shall be fully enforceable under the enforcement procedures hereof.
208. The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and in the same effect as if physically subscribed hereon.
209. The parties hereto, each by its duly authorized officials and representatives, hereby accept this Agreement and each and all terms and conditions thereof.

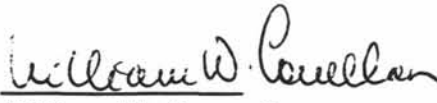
OAKLAND UNIVERSITY CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

by 
David C. Bricker
President

by 
David W. Shantz
Chief Negotiator

BOARD OF TRUSTEES OF
OAKLAND UNIVERSITY

by 
Paul E. Bissonnette
Vice President for
Finance and Administration
Treasurer to the
Board of Trustees

by 
William W. Connellan
Chief Negotiator and
Associate Vice President
for Academic Affairs

November 22, 1994
Date

APPENDIX A UNIVERSITY SALARY LEVELS

The salary of each full-time non-visiting member is the product of the University salary minimum for his or her current level, S_L , multiplied by his or her personal factor, P . That is, the salary for a full-time, non-visiting, faculty member is obtained through the following equation:

$$S = S_L P$$

The range of personal factors is 1.000-1.300, inclusive, with the factor $P=1.150$ being the mid-range personal factor.

The minimum salary for each level is determined with the following equation:

$$S_L = S_{\min}(1.017)^{(L-1)}$$

where L is the level at which the minimum salary is calculated and S_{\min} is the minimum salary of level 1. There is no limit as to the number of levels. For the transition to this salary structure, the minimum salary of Level 1 is \$21,471. For the academic years covered by this Agreement, the minimum salaries of Level 1 are:

	S_{\min}
1994-95	\$21,745
1995-96	\$22,045
1996-97	\$22,370

For convenience, the salary ranges for the most commonly used levels are listed on the following pages for the academic years covered by this Agreement.

SALARY RANGES

TRANSITION 1993-94

LEVEL	SALARY RANGE	LEVEL	SALARY RANGE
1	\$ 21,471 - \$ 27,912	48	\$ 47,417 - \$ 61,643
2	\$ 21,836 - \$ 28,387	49	\$ 48,223 - \$ 62,690
3	\$ 22,207 - \$ 28,869	50	\$ 49,043 - \$ 63,756
4	\$ 22,585 - \$ 29,360	51	\$ 49,877 - \$ 64,840
5	\$ 22,969 - \$ 29,859	52	\$ 50,725 - \$ 65,942
6	\$ 23,359 - \$ 30,367	53	\$ 51,587 - \$ 67,063
7	\$ 23,756 - \$ 30,883	54	\$ 52,464 - \$ 68,203
8	\$ 24,160 - \$ 31,408	55	\$ 53,356 - \$ 69,363
9	\$ 24,571 - \$ 31,942	56	\$ 54,263 - \$ 70,542
10	\$ 24,989 - \$ 32,485	57	\$ 55,186 - \$ 71,741
11	\$ 25,413 - \$ 33,037	58	\$ 56,124 - \$ 72,961
12	\$ 25,845 - \$ 33,599	59	\$ 57,078 - \$ 74,201
13	\$ 26,285 - \$ 34,170	60	\$ 58,048 - \$ 75,463
14	\$ 26,732 - \$ 34,751	61	\$ 59,035 - \$ 76,745
15	\$ 27,186 - \$ 35,342	62	\$ 60,039 - \$ 78,050
16	\$ 27,648 - \$ 35,943	63	\$ 61,059 - \$ 79,377
17	\$ 28,118 - \$ 36,554	64	\$ 62,097 - \$ 80,726
18	\$ 28,596 - \$ 37,175	65	\$ 63,153 - \$ 82,099
19	\$ 29,082 - \$ 37,807	66	\$ 64,226 - \$ 83,494
20	\$ 29,577 - \$ 38,450	67	\$ 65,318 - \$ 84,914
21	\$ 30,080 - \$ 39,103	68	\$ 66,429 - \$ 86,357
22	\$ 30,591 - \$ 39,768	69	\$ 67,558 - \$ 87,825
23	\$ 31,111 - \$ 40,444	70	\$ 68,707 - \$ 89,318
24	\$ 31,640 - \$ 41,132	71	\$ 69,875 - \$ 90,837
25	\$ 32,178 - \$ 41,831	72	\$ 71,062 - \$ 92,381
26	\$ 32,725 - \$ 42,542	73	\$ 72,270 - \$ 93,952
27	\$ 33,281 - \$ 43,265	74	\$ 73,499 - \$ 95,549
28	\$ 33,847 - \$ 44,001	75	\$ 74,749 - \$ 97,173
29	\$ 34,422 - \$ 44,749	76	\$ 76,019 - \$ 98,825
30	\$ 35,007 - \$ 45,510	77	\$ 77,312 - \$100,505
31	\$ 35,603 - \$ 46,283	78	\$ 78,626 - \$102,214
32	\$ 36,208 - \$ 47,070	79	\$ 79,963 - \$103,951
33	\$ 36,823 - \$ 47,870	80	\$ 81,322 - \$105,718
34	\$ 37,449 - \$ 48,684	81	\$ 82,704 - \$107,516
35	\$ 38,086 - \$ 49,512	82	\$ 84,110 - \$109,343
36	\$ 38,733 - \$ 50,353	83	\$ 85,540 - \$111,202
37	\$ 39,392 - \$ 51,209	84	\$ 86,994 - \$113,093
38	\$ 40,062 - \$ 52,080	85	\$ 88,473 - \$115,015
39	\$ 40,743 - \$ 52,965	86	\$ 89,977 - \$116,971
40	\$ 41,435 - \$ 53,866	87	\$ 91,507 - \$118,959
41	\$ 42,140 - \$ 54,781	88	\$ 93,063 - \$120,981
42	\$ 42,856 - \$ 55,713	89	\$ 94,645 - \$123,038
43	\$ 43,585 - \$ 56,660	90	\$ 96,254 - \$125,130
44	\$ 44,325 - \$ 57,623	91	\$ 97,890 - \$127,257
45	\$ 45,079 - \$ 58,603	92	\$ 99,554 - \$129,420
46	\$ 45,845 - \$ 59,599	93	\$101,246 - \$131,620
47	\$ 46,625 - \$ 60,612	94	\$102,968 - \$133,858

SALARY RANGES

ACADEMIC YEAR 1994-95

LEVEL	SALARY RANGE	LEVEL	SALARY RANGE
1	\$ 21,745 - \$ 28,269	48	\$ 48,023 - \$ 62,430
2	\$ 22,115 - \$ 28,750	49	\$ 48,840 - \$ 63,492
3	\$ 22,491 - \$ 29,238	50	\$ 49,670 - \$ 64,571
4	\$ 22,873 - \$ 29,735	51	\$ 50,515 - \$ 65,669
5	\$ 23,262 - \$ 30,241	52	\$ 51,373 - \$ 66,785
6	\$ 23,658 - \$ 30,755	53	\$ 52,247 - \$ 67,921
7	\$ 24,060 - \$ 31,278	54	\$ 53,135 - \$ 69,075
8	\$ 24,469 - \$ 31,810	55	\$ 54,038 - \$ 70,250
9	\$ 24,885 - \$ 32,350	56	\$ 54,957 - \$ 71,444
10	\$ 25,308 - \$ 32,900	57	\$ 55,891 - \$ 72,658
11	\$ 25,738 - \$ 33,460	58	\$ 56,841 - \$ 73,893
12	\$ 26,176 - \$ 34,028	59	\$ 57,807 - \$ 75,150
13	\$ 26,621 - \$ 34,607	60	\$ 58,790 - \$ 76,427
14	\$ 27,073 - \$ 35,195	61	\$ 59,790 - \$ 77,726
15	\$ 27,534 - \$ 35,794	62	\$ 60,806 - \$ 79,048
16	\$ 28,002 - \$ 36,402	63	\$ 61,840 - \$ 80,392
17	\$ 28,478 - \$ 37,021	64	\$ 62,891 - \$ 81,758
18	\$ 28,962 - \$ 37,650	65	\$ 63,960 - \$ 83,148
19	\$ 29,454 - \$ 38,290	66	\$ 65,047 - \$ 84,562
20	\$ 29,955 - \$ 38,941	67	\$ 66,153 - \$ 85,999
21	\$ 30,464 - \$ 39,603	68	\$ 67,278 - \$ 87,461
22	\$ 30,982 - \$ 40,277	69	\$ 68,422 - \$ 88,948
23	\$ 31,509 - \$ 40,961	70	\$ 69,585 - \$ 90,460
24	\$ 32,044 - \$ 41,658	71	\$ 70,768 - \$ 91,998
25	\$ 32,589 - \$ 42,366	72	\$ 71,971 - \$ 93,562
26	\$ 33,143 - \$ 43,086	73	\$ 73,194 - \$ 95,153
27	\$ 33,706 - \$ 43,818	74	\$ 74,439 - \$ 96,770
28	\$ 34,279 - \$ 44,563	75	\$ 75,704 - \$ 98,415
29	\$ 34,862 - \$ 45,321	76	\$ 76,991 - \$100,088
30	\$ 35,455 - \$ 46,091	77	\$ 78,300 - \$101,790
31	\$ 36,058 - \$ 46,875	78	\$ 79,631 - \$103,520
32	\$ 36,671 - \$ 47,672	79	\$ 80,985 - \$105,280
33	\$ 37,294 - \$ 48,482	80	\$ 82,361 - \$107,070
34	\$ 37,928 - \$ 49,306	81	\$ 83,762 - \$108,890
35	\$ 38,573 - \$ 50,145	82	\$ 85,186 - \$110,741
36	\$ 39,229 - \$ 50,997	83	\$ 86,634 - \$112,624
37	\$ 39,895 - \$ 51,864	84	\$ 88,106 - \$114,538
38	\$ 40,574 - \$ 52,746	85	\$ 89,604 - \$116,486
39	\$ 41,263 - \$ 53,642	86	\$ 91,128 - \$118,466
40	\$ 41,965 - \$ 54,554	87	\$ 92,677 - \$120,480
41	\$ 42,678 - \$ 55,482	88	\$ 94,252 - \$122,528
42	\$ 43,404 - \$ 56,425	89	\$ 95,854 - \$124,611
43	\$ 44,142 - \$ 57,384	90	\$ 97,484 - \$126,729
44	\$ 44,892 - \$ 58,360	91	\$ 99,141 - \$128,884
45	\$ 45,655 - \$ 59,352	92	\$100,857 - \$131,075
46	\$ 46,431 - \$ 60,361	93	\$102,541 - \$133,303
47	\$ 47,221 - \$ 61,387	94	\$104,284 - \$135,569

SALARY RANGES

ACADEMIC YEAR 1995-96

LEVEL	SALARY RANGE	LEVEL	SALARY RANGE
1	\$ 22,045 - \$ 28,658	48	\$ 48,685 - \$ 63,290
2	\$ 22,420 - \$ 29,145	49	\$ 49,512 - \$ 64,366
3	\$ 22,801 - \$ 29,641	50	\$ 50,354 - \$ 65,460
4	\$ 23,188 - \$ 30,145	51	\$ 51,210 - \$ 66,573
5	\$ 23,583 - \$ 30,657	52	\$ 52,080 - \$ 67,705
6	\$ 23,983 - \$ 31,178	53	\$ 52,966 - \$ 68,856
7	\$ 24,391 - \$ 31,708	54	\$ 53,866 - \$ 70,026
8	\$ 24,806 - \$ 32,248	55	\$ 54,782 - \$ 71,217
9	\$ 25,227 - \$ 32,796	56	\$ 55,713 - \$ 72,427
10	\$ 25,656 - \$ 33,353	57	\$ 56,660 - \$ 73,659
11	\$ 26,093 - \$ 33,920	58	\$ 57,624 - \$ 74,911
12	\$ 26,536 - \$ 34,497	59	\$ 58,603 - \$ 76,184
13	\$ 26,987 - \$ 35,083	60	\$ 59,599 - \$ 77,479
14	\$ 27,446 - \$ 35,680	61	\$ 60,613 - \$ 78,796
15	\$ 27,913 - \$ 36,286	62	\$ 61,643 - \$ 80,136
16	\$ 28,387 - \$ 36,903	63	\$ 62,691 - \$ 81,498
17	\$ 28,870 - \$ 37,531	64	\$ 63,757 - \$ 82,884
18	\$ 29,360 - \$ 38,169	65	\$ 64,841 - \$ 84,293
19	\$ 29,860 - \$ 38,817	66	\$ 65,943 - \$ 85,726
20	\$ 30,367 - \$ 39,477	67	\$ 67,064 - \$ 87,183
21	\$ 30,883 - \$ 40,148	68	\$ 68,204 - \$ 88,665
22	\$ 31,408 - \$ 40,831	69	\$ 69,364 - \$ 90,173
23	\$ 31,942 - \$ 41,525	70	\$ 70,543 - \$ 91,705
24	\$ 32,485 - \$ 42,231	71	\$ 71,742 - \$ 93,264
25	\$ 33,038 - \$ 42,949	72	\$ 72,962 - \$ 94,850
26	\$ 33,599 - \$ 43,679	73	\$ 74,202 - \$ 96,462
27	\$ 34,170 - \$ 44,422	74	\$ 75,463 - \$ 98,102
28	\$ 34,751 - \$ 45,177	75	\$ 76,746 - \$ 99,770
29	\$ 35,342 - \$ 45,945	76	\$ 78,051 - \$101,466
30	\$ 35,943 - \$ 46,726	77	\$ 79,378 - \$103,191
31	\$ 36,554 - \$ 47,520	78	\$ 80,727 - \$104,945
32	\$ 37,175 - \$ 48,328	79	\$ 82,100 - \$106,729
33	\$ 37,807 - \$ 49,150	80	\$ 83,495 - \$108,544
34	\$ 38,450 - \$ 49,985	81	\$ 84,915 - \$110,389
35	\$ 39,104 - \$ 50,835	82	\$ 86,358 - \$112,266
36	\$ 39,769 - \$ 51,699	83	\$ 87,826 - \$114,174
37	\$ 40,445 - \$ 52,578	84	\$ 89,319 - \$116,115
38	\$ 41,132 - \$ 53,472	85	\$ 90,838 - \$118,089
39	\$ 41,831 - \$ 54,381	86	\$ 92,382 - \$120,097
40	\$ 42,543 - \$ 55,305	87	\$ 93,952 - \$122,138
41	\$ 43,266 - \$ 56,245	88	\$ 95,550 - \$124,215
42	\$ 44,001 - \$ 57,202	89	\$ 97,174 - \$126,326
43	\$ 44,749 - \$ 58,174	90	\$ 98,826 - \$128,474
44	\$ 45,510 - \$ 59,163	91	\$100,506 - \$130,658
45	\$ 46,284 - \$ 60,169	92	\$102,215 - \$132,879
46	\$ 47,071 - \$ 61,192	93	\$103,952 - \$135,138
47	\$ 47,871 - \$ 62,232	94	\$105,719 - \$137,435

SALARY RANGES

ACADEMIC YEAR 1996-97

LEVEL	SALARY RANGE	LEVEL	SALARY RANGE
1	\$ 22,370 - \$ 29,081	48	\$ 49,403 - \$ 64,223
2	\$ 22,750 - \$ 29,575	49	\$ 50,242 - \$ 65,315
3	\$ 23,137 - \$ 30,078	50	\$ 51,097 - \$ 66,426
4	\$ 23,530 - \$ 30,589	51	\$ 51,965 - \$ 67,555
5	\$ 23,930 - \$ 31,109	52	\$ 52,849 - \$ 68,703
6	\$ 24,337 - \$ 31,638	53	\$ 53,747 - \$ 69,871
7	\$ 24,751 - \$ 32,176	54	\$ 54,661 - \$ 71,059
8	\$ 25,172 - \$ 32,273	55	\$ 55,590 - \$ 72,267
9	\$ 25,600 - \$ 33,279	56	\$ 56,535 - \$ 73,496
10	\$ 26,035 - \$ 33,845	57	\$ 57,496 - \$ 74,745
11	\$ 26,477 - \$ 34,421	58	\$ 58,474 - \$ 76,016
12	\$ 26,927 - \$ 35,006	59	\$ 59,468 - \$ 77,308
13	\$ 27,385 - \$ 35,601	60	\$ 60,479 - \$ 78,622
14	\$ 27,851 - \$ 36,206	61	\$ 61,507 - \$ 79,959
15	\$ 28,324 - \$ 36,822	62	\$ 62,552 - \$ 81,318
16	\$ 28,806 - \$ 37,447	63	\$ 63,616 - \$ 82,700
17	\$ 29,295 - \$ 38,084	64	\$ 64,697 - \$ 84,106
18	\$ 29,793 - \$ 38,732	65	\$ 65,797 - \$ 85,536
19	\$ 30,300 - \$ 39,390	66	\$ 66,916 - \$ 86,990
20	\$ 30,815 - \$ 40,060	67	\$ 68,053 - \$ 88,469
21	\$ 31,339 - \$ 40,741	68	\$ 69,210 - \$ 89,973
22	\$ 31,872 - \$ 41,433	69	\$ 70,387 - \$ 91,503
23	\$ 32,414 - \$ 42,138	70	\$ 71,583 - \$ 93,058
24	\$ 32,965 - \$ 42,854	71	\$ 72,800 - \$ 94,640
25	\$ 33,525 - \$ 43,582	72	\$ 74,038 - \$ 96,249
26	\$ 34,095 - \$ 44,323	73	\$ 75,296 - \$ 97,885
27	\$ 34,674 - \$ 45,077	74	\$ 76,576 - \$ 99,549
28	\$ 35,264 - \$ 45,843	75	\$ 77,878 - \$101,242
29	\$ 35,863 - \$ 46,622	76	\$ 79,202 - \$102,963
30	\$ 36,473 - \$ 47,415	77	\$ 80,548 - \$104,713
31	\$ 37,093 - \$ 48,221	78	\$ 81,918 - \$106,493
32	\$ 37,724 - \$ 49,041	79	\$ 83,310 - \$108,304
33	\$ 38,365 - \$ 49,875	80	\$ 84,727 - \$110,145
34	\$ 39,017 - \$ 50,722	81	\$ 86,167 - \$112,017
35	\$ 39,681 - \$ 51,585	82	\$ 87,632 - \$113,921
36	\$ 40,355 - \$ 52,462	83	\$ 89,122 - \$115,858
37	\$ 41,041 - \$ 53,353	84	\$ 90,637 - \$117,828
38	\$ 41,739 - \$ 54,260	85	\$ 92,178 - \$119,831
39	\$ 42,448 - \$ 55,183	86	\$ 93,745 - \$121,868
40	\$ 43,170 - \$ 56,121	87	\$ 95,338 - \$123,940
41	\$ 43,904 - \$ 57,075	88	\$ 96,959 - \$126,047
42	\$ 44,650 - \$ 58,045	89	\$ 98,607 - \$128,189
43	\$ 45,409 - \$ 59,032	90	\$100,284 - \$130,369
44	\$ 46,181 - \$ 60,036	91	\$101,988 - \$132,585
45	\$ 46,966 - \$ 61,056	92	\$103,722 - \$134,839
46	\$ 47,765 - \$ 62,094	93	\$105,485 - \$137,131
47	\$ 48,577 - \$ 63,150	94	\$107,279 - \$139,462

APPENDIX B
PAY GROUPS
1994-95

PAY GROUPS

Eye Research Institute

Library

School of Business Administration

School of Engineering and Computer Science

School of Health Sciences

School of Education and Human Services

Reading and Language Arts

Curriculum, Instruction and Leadership

Counseling

Human Development and Child Studies

Human Resource Development

School of Nursing

College of Arts and Sciences

Department of Art and Art History

Department of Biological Sciences

Department of Chemistry

Department of English

Department of History

Department of Linguistics

Department of Mathematical Sciences

Department of Modern Languages and Literatures

Department of Music, Theatre and Dance

Department of Philosophy

Department of Physics

Department of Political Science

Department of Psychology

Department of Rhetoric, Communications, and Journalism

Department of Sociology and Anthropology

**APPENDIX C
STUDENT-FACULTY RATIO**

Oakland agrees to maintain a student-faculty ratio for each fiscal year calculated as follows:

$$\frac{\text{Fiscal Year Equated Students (FYES)}}{\text{Full-Time Equivalent Faculty (FTE)}} = 20.7$$

The FYES figure shall include every hour of credit delivered by Oakland during the fiscal year except hours delivered by applied music instructors and hours earned through the tuition waiver program. One FYES = 31 undergraduate credits = 24 master's level credits = 16 doctoral credits.

The faculty (FTE) shall be calculated as follows:

1. Faculty supported from all sources are eligible for inclusion in accordance with items 2-7 below.
2. Faculty appointed full-time for fall and winter are valued at 1.0 FTE for the period, except as provided in items 5-7 below.
3. Part-time faculty appointed as Special Lecturers or Lecturers are valued based on the number of credits taught (each credit by a Special Lecturer = 0.040 FTE and each credit taught by a Lecturer = 0.025 FTE), regardless of salary paid, with these exceptions:
 - a. Applied music instructors are not included in the FTE count, and
 - b. Supervisors of student teachers are valued at 0.010 FTE per student supervised.
4. Administrators (such as deans or associate deans) holding academic titles defined by Article IV, paragraphs 5 and 6, are counted at 0.045 FTE for each credit taught.
5. Full-time faculty receiving overload payments for off-campus teaching in fall or winter semesters are valued in excess of 1.0 FTE. The excess valuation is 0.035 FTE for each credit taught.
6. Full-time faculty receiving supplemental payments for teaching in spring or summer terms are valued in excess of 1.0 FTE. The excess valuation is 0.045 FTE per credit taught by faculty at salary levels 1-20 and 0.040 FTE per credit taught by faculty at salary levels over 20.

7. Full-time faculty on paid or unpaid leave for part or all of the academic year, except those on research leaves, are included at the proportionate value their remuneration bears to full-time remuneration. Faculty on research leaves whose duties are assumed by others during the absence are to be excluded. Faculty members who are laid off shall be included at the proportionate value their actual remuneration bears to their annual remuneration.

The calculated ratio and the FYES and FTE data, both actual and projected for the fiscal year, will be made available by Oakland to the Association at the end of the fall, winter, and spring terms. All data on which Oakland's calculations are based will be made available to the Association if requested.

No grievance shall be permitted if the FTE required by Appendix C plus the FTE supported with federal or special funding exceeds the actual number of FTE during any fiscal year by six or fewer FTE.

**APPENDIX D
TRAVEL REIMBURSEMENT RATES**

The reimbursement rates listed below will change from time to time as modifications are made in the Schedule of Reimbursement Rates in the Oakland University Administrative Policies and Procedures Manual, subject #762.

Transportation

Use of Personal Vehicle: Standard reimbursement rate	\$.26/mile
Common Carrier (receipt required) (limited to cost of coach air fare)	actual cost
Rental Vehicle (see section III.A.4 of the Administrative Manual)	actual cost
Limousine Service	actual cost
Taxis	actual cost
Tolls	actual cost
Parking (receipt required if over \$5.00)	actual cost
Baggage Handling	Maximum per trip \$4.00

Meals--actual cost up to:

Breakfast	Maximum per meal: \$ 6.00
Lunch	Maximum per meal: \$ 9.00
Dinner	Maximum per meal: \$20.00

Lodging (receipt required) actual cost

Tips Maximum of \$4/occupancy

Other Expenses

Conference Program Expenses (receipt required) actual cost

Telephone actual cost

APPENDIX E LETTER OF AGREEMENT

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors effective August 15, 1994 through August 14, 1997.

1. Student-Faculty Ratio.

Oakland and the Association agree that the appropriate Senate Committee shall receive periodic reports from the Vice President for Academic Affairs concerning the current status of the student-faculty ratio, that it should inform itself of the process used in allocating faculty positions, and it shall make recommendations to the Vice President concerning ways of avoiding an over-ratio condition and/or overstaffing conditions in individual academic units.

2. Special Instructional Arrangements.

Oakland and the Association agree that during the term of this Agreement that faculty members may engage in development of courses for credit on photographic, magnetic or other electronic media for repeated use at Oakland, use at other institutions, or for broadcast, and/or deliver credit instruction using media packages. Further, the parties agree that, in the absence of experience with the media, appropriate forms of compensation for faculty member involvement in development and use cannot be provided for in this Agreement even though it is the intent of the parties to bargain the terms of compensation in future contracts.

Therefore, during the term of this Agreement, Oakland and individual faculty members may enter into written agreements for experimentation with these new media. Said agreements may delineate such items as form of compensation, recapture by Oakland of production costs, royalties to be paid, ownership of copyrights, and preparation of accompanying materials.

The Association shall receive copies of all such agreements. Oakland shall notify the Association of credit hours delivered by media courses, and of arrangements made for the internal or external delivery of Oakland credits by media courses. No agreements for the delivery of Oakland credits through media courses described herein shall extend beyond the period covered by this Agreement.

3. Contract Dates and Open Enrollment Periods. Oakland and the Association agree that the contract dates for health care coverage (as provided in paragraphs 108, 109, 110 and 111) and dental insurance (as provided in paragraph 114) shall be changed to January 1 during the period of this agreement. Open enrollment

periods for health care coverage shall occur once during each 12-month contract period. The effective dates of such coverage shall be the beginning of the second month following the close of the open enrollment period.

4. Pre-tax Reimbursement Accounts. As Oakland implements pre-tax reimbursement accounts for medical or dependent (including child) care expenses, faculty members shall be eligible to participate.
5. Long Term Care. When Oakland offers a long-term care insurance plan, faculty will be eligible to participate at their own expense.
6. Co-operative Insurance Program. If Oakland enters into a co-operative venture with other state universities to provide cost-effective health care coverage, faculty will be eligible to participate.
7. During the life of the Agreement Oakland and the Association may agree to changes in the types and amounts of optional additional life insurance available (paragraph 116). Such changes may be occasioned by federal regulations relating to tax liability under the current plan or by the availability of other plans which are more beneficial to faculty members and to Oakland.
8. The parties recognize that the Tax Reform Act of 1986, pertinent regulations, and likely amendments to that Act contain nondiscrimination rules that affect the tax-deferred or tax-free status of retirement annuity plans such as the Multiple Option Retirement Program (MORP); and health and welfare benefit plans such as the health care coverages, dental insurance, and life insurance. Therefore, either of the parties may reopen the agreement for the sole purpose of negotiating changes to MORP and/or to health and welfare benefit plans to bring them into conformance with the nondiscrimination provisions of the Internal Revenue Code of 1986.
9. Full-time librarians may have displacement schedules in accordance with the provisions of paragraph 92, except that Oakland may assign displacement schedules if it determines there are insufficient voluntary displacement agreements to provide an appropriate number of full-time librarians during the Spring and Summer terms.
10. Subject to carrier conditions, faculty members age 55 and older who elected to stay in the optional life plan contained in paragraph 119 of the 1988-91 Faculty Agreement may continue in that plan at their current level of coverage. The composite rate is subject to increases when the group life insurance plan is renewed.

11. The provisions of paragraph 88 in the 1991-94 Faculty Agreement shall remain in force through 1995-96 for those administrators whose return to the bargaining unit was executed prior to August 15, 1994.

12. Intellectual Property

The parties acknowledge that intellectual property issues are becoming increasingly complex, and that shared participation in the development of new practices and approaches to the rights and responsibilities of both faculty and Oakland is important to fostering a campus climate that encourages such work. To this end, the parties agree that:

- A. Oakland, in keeping with academic tradition, generally does not claim for itself copyrightable material, such as books, articles, theses, papers, lectures, novels, poems, musical compositions, computer software, and similar works which are intended to disseminate knowledge, such as the results of academic research, scholarship, and artistic expression of its faculty. Exceptions to this policy would be works subject to third-party contractual obligations (such as sponsored research agreements) or works produced under specific written agreements between a faculty member and Oakland.
- B. With respect to patentable work and trade secrets, Oakland and the faculty members involved generally have a shared interest in the property rights. Prior to application for patents, Oakland and the faculty member shall agree in writing on the ownership and shared rights and responsibilities of the parties. Any such written agreements must take into account Oakland's contribution of resources to the project and appropriate third-party interests, such as requirements of research grants.
- C. The Association shall receive copies of any intellectual property agreements between Oakland and a faculty member.

LETTER OF INTENT

Oakland and the Association made a number of editorial changes in this contract which were meant to make the contract more succinct and readable and not to the change the meaning.

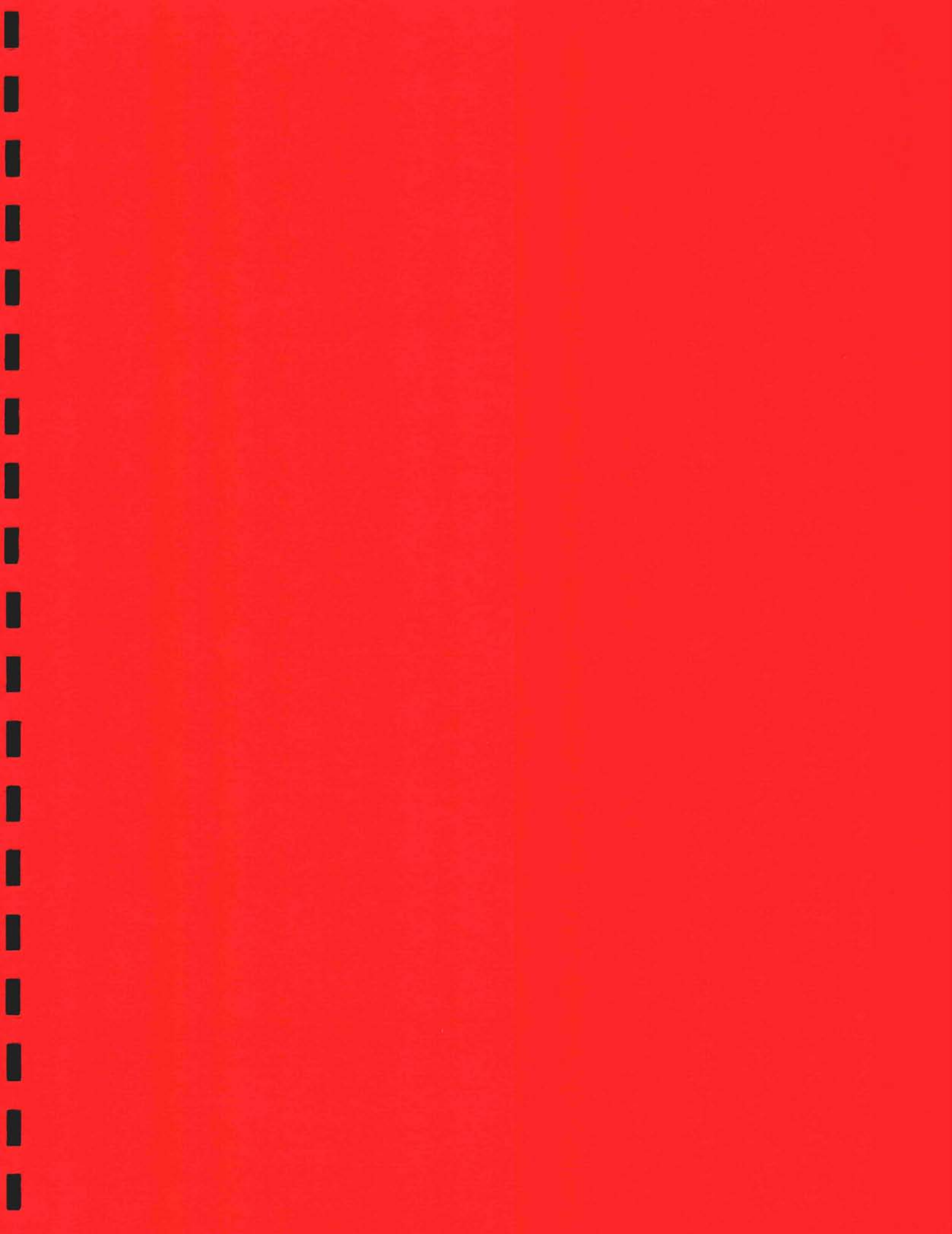
INDEX

Academic Titles	2-3	Faculty Travel	55, 84
Academic Units-definition	1	Fall/Winter Overload Teaching	43
Academic Units	15	FRPC (Faculty Re-employment and Promotion Committee)	22-24
Accidental Death and Dismemberment Insurance	51	FRPC-Special Instructors	27, (see 17-18)
Appendices	74	Grievance Procedure	66-67
Appointment Dates-other than August 15	69-70	Grievance Procedures-tenure review	27-28
Assistant Professor-non tenured	9-10	Grievance Procedure-arbitration	67
Assistant Professor-review	17-21	Grievance Procedure-initiation	66
Assistant Research Scientist	3	Grievance Procedure-step one	66
Assistants-to faculty	72	Grievance Procedure-step two	66-67
Associate Professor-non tenured	10-11	Health Care Coverage	46-49
Associate Professor-review	21-24	Health Alliance Plan(HAP)	48
Associate Research Scientist	3	Health Maintenance Organization(HMO)	47-48
Association-definition	1	Honorary Titles	3-4
Bargaining Unit Faculty-definition	1	Instructor-non tenured	9
Blue Cross/Blue Standard Plan	46-47	Instructor-review	15-17
Blue Preferred Plan	47	Instructor-review, job security	27
Calendar-University	71	Insurance	46-52
CAP (Committees on Promotion)	21-22	Internal Review Commission	26-27
Chairperson-department	69	In-Load Teaching Spring/Summer	43
Chairperson-salary	41-42	Job Security	12
Chairperson-spring/summer teaching	42	Job Security-granting	27
Coordinators' Salaries	42	Keys	72
Dental Insurance	49-50	Layoff, Faculty Review	27
Department Chairperson	69	Layoff and Recall	28-37
Department Chair-appointment	8	Layoff-order	30
Discipline and Discharge	37-38	Layoff-part time teaching	35-36
Distinguished Titles	4	Layoff Procedures	30-33
Dues-non payment	6-7	Leaves	55-65
Dues-to association	5-7	Leaves With No Pay	61-65
Duration of Pay	45	Leaves With No Pay-application	63
Early Promotion	24-25	Leaves With No Pay-benefit eligibility	64
Emeritus(a) Titles	4	Leaves With No Pay-return	63
Employment Procedures	8-9	Leaves With No Pay-failure to return	64
Enrollment in Courses	37, 52-53	Leaves With No Pay-partial	62-63
Evening Courses-teaching	43	Leaves With No Pay- re-employment reviews	64
Exchange of Information	73	Leaves With Pay	55-61
Faculty Benefit Information-Location	51-52	Leaves With Pay-absence	60-61
Faculty Retraining	52		

Leaves With Pay-insurance	56	Reduced Work Schedule	
Leaves With Pay-replacements	57	Prior to Retirement	54
Leaves With Pay-travel expenses	56	Reduction in Work Load	65
Letter of Agreement	85-87	Research Fellowships	59
Lecturer Appointment	3	Research Leaves	59-61
Librarians-compensation	65	Retired Faculty Re-employment	54
Life Insurance	50-51	Retirement	53-55
List of Unit	5	Retirement-definition	53
Long-term Disability Plan	51	Retirement-Multiple Option Program	53
Management Practices	7-8	Retirement-Oakland contribution	54
Medical Waiver Bonus	48-49	Retirement-privileges and benefits	53
Nine Month Pay Option	45	Retirement-visiting faculty	44, 53
Non-tenured Employment	8-9	Review-anonymous letters	68
Notices and Addresses	73	Review Schedule Change	11
Oakland-definition	1	Review Statement	13
Offices	72	Review While on Layoff	27
"Off-term"	43	Rights and Responsibilities	70
Optical Coverage	46-48	Sabbatical Leave	57-59
Optional Life Insurance	50-51	Sabbatical Leaves-	
Optional Promotion	24-25	application procedure	58-59
Outside Professional Work	39	Sabbatical Leaves-criteria	58
Over-ratio Layoff	29, 31	Sabbatical Leaves-postponement	58
Paid Leaves	55-61	Salary	39-45
Parking	72	Salary Levels	40, 78-80
Part-time Employment	3	Select Care	48
Past Practices	70	Senior Research Scientist	3
Personal Factors	41, 76	Special Instructor-non tenured	11
Personal Factors-Oakland Review of	41	Special Instructor-review	27
Personal Factors-ranges	76	Special Instructor-title	3
Personnel Files	68	Special Instructor-transfer to	11
Position-shift Layoff	28-29,33	Special Lecturer Medical Programs	45
Primary Appointment	4	Special Lecturer Salary	44-45
Professional Development and		Special Lecturer Tuition Benefit	45,52
Research Leaves	59-61	Spring/Summer Rate of Pay	42-43
Professional Liability Insurance	51	Student Faculty Ratio	82-83
Professional Misconduct	37-38	Supplemental Retirement Plans	53
Professional Responsibilities	38-39	Supplies and Services	72
Promotion, early	24-25	Suspension-non payment of dues	6
Promotion, optional	24-26	Tenured Employment	12
Promotion-tenured faculty	25-26	Tenure Review Process	
Recall-layoff	34-37	Grievance Procedures	27-28
		Titles-academic	2-3

Titles-distinguished	4
Titles-emeritus(a)	4
Titles-honorary	3-4
Travel-accident insurance	51
Travel-room and board	84
Travel-transportation expense	84
TRC (Tenure Review Commission)	24
Tuition Waiver	52-53
University Calendar	71
University Salary Level	40, 78-80
Visiting Faculty Benefits	44
Visiting Faculty Employment Periods	3
Visiting Faculty Retirement	44, 53
Visiting Faculty Salary	43-44





AALP



Rochester, Michigan 48309-4401