

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 teach no more than one course per academic year unless otherwise approved by the academic unit in which the teaching is to occur. Such persons shall not vote on academic-unit-level personnel recommendations. Such persons shall not vote on department-level policy recommendations. Such persons may participate in department-level meetings if invited to do so by the department.
 - 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 emphasis on teaching. 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 16 or more credits in a calendar year, at least 8 of which must be taught during either the fall or winter semester. 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. After four years of such service, employment periods shall be two years, renewable indefinitely. For the purposes of identifying special lecturers, it will be assumed that employees who have taught in the spring and/or summer terms immediately preceding the August 15 commencement of the employment period will teach the same number of credits in the following spring and/or summer terms.
10. Persons rendering part-time teaching services not meeting the criterion of paragraph 9, or providing applied skills instruction on a part-time basis, shall 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.(7), 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 the granting of this title, Oakland shall consider the recommendation of the candidate's academic unit and that of the 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 41a.(7). A faculty member shall participate in governance only in the unit of his or her primary appointment unless Oakland and the Association, upon request by the non-primary unit, agree to participation in the non-primary unit. 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 shall be maintained unless the faculty member and Oakland agree to a different salary.
 - d. 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 30 days of receipt of a signed letter of acceptance of offer of employment.
 - c. the email address of a new faculty member within 30 days of assignment of the email address.
 - d. a list of all non-bargaining unit faculty and courses they are teaching within 45 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 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. Such authorization form will be provided by the Association through Oakland at the time an offer of appointment is tendered. All authorizations shall remain in effect during the lifetime of this Agreement and any successor Agreements, except as provided below.

Bargaining unit members may revoke their payroll deduction authorization only during the 30 day period from July 15 to August 15 in each calendar year. Revocation requires written notification to Oakland and the Association by the faculty member by certified or registered mail. Such revocation will remain in effect only until the member signs a new authorization form. Revocation does not relieve faculty members of their obligation to pay dues or fees.
19. The Association shall provide to Oakland a rate schedule adopted pursuant to its bylaws for periodic professional dues, agency fees and any general membership assessments for use in implementing the provisions of this article. Oakland will implement any changes made in this schedule by the Association within thirty days.
20. **Professional Dues Deduction.** Once monthly during the term of this Agreement, or until further notified by the Association, Oakland will, for each faculty member 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 levied by the Association according to the current rate schedule. 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 levy due 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. The Association is obligated under this Agreement to conduct its dues collection activities in a constitutional manner and it agrees that it is doing so and will continue to do so.

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. Any claim for refund of dues or fees remitted to the Association shall be made by the claimant directly to the Association.
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 30 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. Faculty members who fail to pay the periodic professional dues or agency fees or who fail to file a payroll deduction form within 30 days of the effective date of their appointment shall be subject to suspension and penalty in accordance with the following procedure. 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. The faculty member shall have 30 days to correct the delinquency and tender the appropriate form.
25. If after 30 days the faculty member has not complied with the provisions of paragraph 24, the Association shall give a copy of the above letter and the following written notice to Oakland at the end of the 30 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 2003-2006 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 full-time adjunct, visiting or 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 during the next academic year 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 the Association to designate individuals 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. The Association may purchase, at replacement costs based on the average part-time faculty compensation for the affected department, up to four additional four-credit course reductions during the term of the agreement for the purpose of collective bargaining.

31. Subject to carrier approval, the Association may designate any of its current or retired employees to participate in the medical, dental and optical insurance programs described in paragraphs 105 through 112, 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. Each academic unit will establish procedures for making chairperson recommendations to the dean. Using these procedures, the department will recommend to the dean individuals for the position of department chairperson. After any further consultation he/she finds necessary, the dean shall appoint the chairperson of the department. If the dean chooses to appoint as department chairperson a faculty member other than one of those recommended, he/she shall meet with the department to explain the decision. 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. 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. Oakland may also consult with such other persons as Oakland deems appropriate.
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:
 - (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) Unless Oakland and the faculty member agree to a lesser value, full-time teaching experience at another college or university or at Oakland with a visiting title shall be counted at full value. Extensive part-time teaching experience at another college or university or at Oakland may be counted toward full-time prior teaching experience.
 - (c) Extensive post-doctoral research experience at another college or university or at Oakland or other appropriate professional experience may be counted as prior experience.
 - (d) During the first year of employment, Oakland and the faculty member may agree to a lesser value for prior credit. The options in this subparagraph shall be presented in writing to the faculty member at the time of appointment. The review schedule in this paragraph also may be modified pursuant to paragraph 38f below.
 - (7) An assistant professor re-employed with tenure shall be promoted simultaneously to associate professor.
 - (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 two additional terms 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 (including complications related to surgery or pregnancy); 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, the faculty member may submit a written request to the dean to postpone or advance the review schedule by one year. The dean shall respond, in writing, to such a request within 10 working days of receiving it. If the faculty member chooses to grieve a denial of the request, then the timelines in paragraphs 180 through 183 shall be shortened by half.

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

- a. 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.

b. 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 third re-employment as special instructor except as provided in paragraph 38e.

41. **Re-employment, Promotion, and the Tenure Review Process**. The pursuit of knowledge and learning manifests itself in different ways in various disciplines such as the sciences, arts, humanities, and professional fields. Faculty within each of these disciplines are well situated to recommend specific criteria to evaluate work within their discipline. The framework for this evaluation is a combination of the University Standards for Re-employment, Promotion and Tenure and the academic unit's criteria for implementation of those Standards. The University Standards for Re-employment, Promotion and Tenure provide the foundation for the academic unit's criteria. Academic unit criteria, therefore, must be consistent with the University Standards for Re-employment, Promotion and Tenure (see Appendix E); must specify appropriate discipline-related benchmarks; and must articulate how academic units will apply the University Standards. After proposal by the academic unit, consideration by CAP, approval by FRPC, and approval by Oakland, the written academic unit criteria together with the University Standards, and academic unit review procedures described in paragraph 41a.(3) will constitute the Review Statement that forms the basis for all evaluations. Consistent with the provisions set forth herein, the final decision as to whether or not a faculty member will be re-employed, promoted, and/or tenured, will be Oakland's. Oakland will 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 with respect to future employment, promotion, tenure, and job security.

(2) University Standards for Re-employment, Promotion and Tenure: see Appendix E.

(3) Academic Unit Criteria and Procedures

Each academic unit shall propose a Review Statement which includes the University Standards, the academic unit's criteria described in paragraph

41a.(1) above, and the procedures it will use for each level of review. The procedures in the Review Statement shall be consistent with paragraph 189. 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. Until the file is submitted to the relevant CAP, the faculty member under review may add any new material to her/his file. Once a file is submitted to CAP and through the balance of the review cycle, the faculty member only may update information contained in the file (i.e., changes in publication status or approval of grant requests previously submitted).

Each academic unit headed by a chairperson shall develop a revised Review Statement which shall be submitted to the appropriate CAP by September 15 of the academic year before the academic year in which the revised statement is to be effective. In academic units not headed by a chairperson, CAP shall 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's comments, shall be submitted by the unit to FRPC by November 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 February 1. 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 15.

The final revised statement as approved by FRPC shall be submitted to Oakland by March 15 of the academic year before the academic year in which the revised statement is to be effective. Initial Oakland review of any revised statement shall be completed by May 15. If Oakland does not approve of a revised statement, the unit shall have the opportunity to resubmit its statement. If Oakland 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 Oakland for approval. If Oakland and the academic unit are still unable to reach agreement, the final decision shall lie with Oakland, such decision to be reached by June 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.

The criteria and procedures sections of each academic unit's Review Statement shall be reviewed every five (5) years. During this review, conducted by the unit, the dean (after conferring with the provost) may request, in writing, that a unit consider changes in existing criteria and procedures. At the conclusion of its review, the unit shall inform the dean of the results of the review.

If the dean still identifies major concerns (such as those mandated by changes in standards of accreditation) with an academic unit's Review Statement, a meeting shall be scheduled with the academic unit for the purpose of discussing and resolving these concerns. If the concerns remain after this meeting, the dean may specify, in writing, her/his concerns and require the academic unit to propose changes to address these concerns in criteria and procedures, or a portion thereof, for approval using the steps articulated in this section.

If the dean identifies substantive concerns outside of the periodic review schedule, a meeting shall be scheduled with the academic unit for the purpose of discussing and resolving these concerns.

The periodic review of an academic unit's Review Statement may be waived if both the academic unit and Oakland concur that such a review is not necessary.

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

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

- (5) 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 20 working days of the recommendation. The 20 working day 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 20 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 20 working days following said request.

- (6) 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. A faculty member shall have the right to be accompanied or represented by another faculty member of the University when such testimony is taken.
- (7) 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 Mathematics and Statistics
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, Communication and Journalism
Department of Sociology and Anthropology

- (8) 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.

The review shall consist of the following steps:

- (a) On or before December 1 of the year proceeding 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 academic unit shall conduct a review of the candidate in accordance with its approved Review Statement and shall forward the assembled information along with its recommendation regarding re-employment to the appropriate dean (or official designated by Oakland) on or before February 1. In academic units headed by a chairperson, in the event that the chairperson disagrees with the recommendation of the academic unit, he or she may include a dissenting letter; however, such a letter is independent from the recommendation of the academic unit.
- (c) Oakland shall then review the candidate according to the approved Review Statement, considering the information and recommendation submitted by the academic unit, and, if separate, the recommendation by the departmental chairperson. 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 recommendation of the academic unit, 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.

- (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 proceeding 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 academic unit shall conduct a review of the candidate in accordance with its approved Review Statement and forward the assembled information along with its recommendation to the appropriate CAP on or before February 1. In academic units headed by a chairperson, in the event that the chairperson disagrees with the recommendation of the academic unit, he or she may include a dissenting letter; however, such a letter is independent from the recommendation of the academic unit. 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 regarding re-employment to the appropriate dean (or official designated by Oakland) on or before March 15.
 - (c) Oakland shall then review the candidate according to the approved Review Statement, considering the information and recommendation submitted by the academic unit, and, if separate, the recommendation by the departmental chairperson, and CAP. 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 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 proceeding 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. The academic unit shall conduct a review of the candidate in accordance with its approved Review Statement and forward the assembled information along with its recommendation to the appropriate CAP on or before February 1. In academic units headed by a chairperson, in the event that the chairperson disagrees with the recommendation of the academic unit, he or she may include a dissenting letter; however, such a letter is independent from the recommendation of the academic unit. CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation regarding 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 then review the candidate according to the approved Review Statement, considering the information and recommendation submitted by the academic unit, and, if separate, the recommendation by the departmental chairperson, CAP and FRPC. 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 through the grievance procedure. If a grievance is pursued to arbitration, the arbitrator 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 (c) initiating a re-review as defined in sub-paragraph 2) below, with the understanding that if such re-review can not be completed within the year of notice, then the grievant will be re-employed pending the outcome of the re-review.

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 re-employment with tenure.
 - a. The re-review shall take place during the year of notice following the unfavorable review; provided, however, that if an arbitrator remands a matter for re-review, and the re-review can not take place during the year of notice, then it shall take place on an expedited basis as soon as practical.
 - 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 any further review through the grievance procedure.

- 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 bargaining-unit 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.
- (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 10 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 unit recommendation, it must invite a spokesperson from the academic unit to defend orally the recommendation at a CAP meeting.

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 five 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, one from the language and literature area, and one at-large member). 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 the list of schools and other units above changes, Oakland and the Association shall meet to determine appropriate representation.

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 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.
 - (9) Secretarial support and storage space for FRPC shall be provided by the Office of Academic Affairs and Provost.
- g. Arbitration of Tenure Decisions. If a tenure decision resulting from the procedures described above in 41c.(4) results in a grievance, and such grievance goes to arbitration, the selection of an arbitrator shall follow the guidelines described in paragraph 183.
- 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. The academic unit shall conduct a review of the candidate in accordance with its approved Review Statement and forward the assembled information along with its recommendation to CAP on or before February 1. In academic units headed by a chairperson, in the event that the chairperson disagrees with the recommendation of the academic unit, he or she may include a dissenting letter; however, such a letter is independent from the recommendation of the academic unit. 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.
 - (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 then review the candidate according to the approved Review Statement, considering the information and recommendation submitted by the academic unit, and, if separate, the recommendation by the departmental chairperson, CAP and FRPC. 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 further review in the grievance procedure or otherwise.
 - (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 by 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. The academic unit shall conduct a review of the candidate in accordance with its approved Review Statement and forward the assembled information along with its recommendation to the appropriate CAP on or before October 15. In academic units headed by a chairperson, in the event that the chairperson disagrees with the recommendation of the academic unit, he or she may include a dissenting letter; however, such a letter is independent from the recommendation of the academic unit. CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation regarding 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 then review the candidate according to the approved Review Statement, considering the information and recommendation submitted by the academic unit, and, if separate, the recommendation by the departmental chairperson, CAP and FRPC. 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 (see subparagraph 41j.) 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 30 days of Oakland's decision that the case be reviewed by an Internal Review

Commission. (see subparagraph 41j.) 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. Second Re-employment for Persons Employed Pursuant to Schedule 38d. Oakland shall review a faculty member during his or her second term as special instructor without job security to determine whether the faculty member will be re-employed for a final term without job security. The review steps shall be those contained in paragraph 41b.(1). (a)-(d).

c. 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). If the decision is to re-employ with job security, the job security shall be effective on August 15 of the calendar year in which the review occurred.

d. 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 41h., 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 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 54f., g., or h. subsequent to the notification in subparagraph 57a., the faculty member will be considered as being in the categories described in subparagraphs 54f., g., or h. for purposes of paragraphs 62 and 63 only.

48. **Over-Ratio Layoff**. The layoff procedure may be started when the actual FTE exceeds by more than six the sum of the number of FTE required by Appendix C and 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 10 percent and there has been a decline of at least 10 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. Full-time adjunct faculty;
- c. Visiting faculty members;
- d. Special instructors without job security, instructors;

- e. Assistant professors in other than their final probationary term;
- f. Assistant professors in their final probationary term, special instructors with job security, and associate professors without tenure;
- g. Assistant professors with tenure;
- h. Associate professors with tenure;
- i. 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 30 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 15 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 15 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 15 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 15 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 15 days of Oakland's adoption of the recommendations of the tenured faculty members pursuant to subparagraph 57f. or within 30 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 20 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 60 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 f. through i. 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 105 through 108) 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 105 through 108) he or she was receiving on

the date the faculty member 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 54d. and 54e. shall be eligible for recall until such time as their contract of employment with Oakland expires.
- b. Except for special instructors with job security, all faculty members, holding titles specified in subparagraph 54f. 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 54g. through 54i. 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 30 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 the across-the-board salary increase and average merit salary increase beyond the salary held at the date layoff commenced if such date was after December 31 and before August 15 and such increase 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 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 of any full-time faculty employment opportunities, prior to the commencement of recruiting.
 - b. Within 15 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 of Representational Rights and Opportunity to Respond.** Oakland shall provide the following to the faculty member and/or the Association:
- a. If Oakland intends to conduct an investigatory interview with a faculty member which may reasonably lead to discipline or discharge, Oakland will notify the faculty member of its intent, and will notify the faculty member of the right to choose to be represented by the Association at such interview. The faculty member is free to choose not to be represented by the Association, but in that event, shall sign a written waiver.
 - b. Prior to effecting discharge, Oakland will provide to the faculty member and the Association a written statement of the reason(s) for the discharge, with an explanation of the basis for the reason(s), and a reasonable opportunity for the faculty member and/or the Association to respond.
 - c. In non-discharge actions, unless health or safety considerations prevent, Oakland shall give notice to the faculty member and to the Association prior to effecting the action.
 - d. Oakland shall state in writing to the faculty member and to the Association any disciplinary or discharge action, including reasons for such action.
 - e. A faculty member who contests the action has the right to be represented by the Association. Oakland's action in discipline or discharge cases may be contested by the faculty member or the Association as specified in the grievance procedure.
- 67. Evaluation of Faculty Performance.** If Oakland determines that a serious 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 proposed penalties Oakland would impose if the faculty member fails to take the requested action. Within 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 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 paragraph 67 (a) and (b) above, within 15 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, recognizing that there may be different considerations for tenured and non-tenured faculty.
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.** Recognizing that Oakland University is a faculty member's full-time employer, 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 30 days after receipt of the written notice from Oakland.

The following shall apply to such activities:

- a. The faculty member shall notify his or her department chairperson, or in those units where there is no chairperson, the appropriate dean or director, of the outside professional activity, including self-employment, by October 1 each year (see Appendix F for form). Faculty who begin employment during the life of this Agreement shall make such notice in advance of employment or within 30 days of employment.
- b. Any and all use of Oakland's equipment, facilities, personnel, supplies and services in conjunction with the faculty member's outside activity must be approved by Oakland, in writing, in advance of such use.
- c. Arrangements for the use of university equipment, facilities, personnel, supplies or services shall provide for reimbursement of costs and overhead to Oakland.
- d. 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 paid in monthly installments equal to one-twelfth (1/12) of the regular annual salary, except as provided in Article XV. Faculty salary for the August 15 to August 14 year is paid out from August 1 to July 31. This pay distribution does not change the effective dates of appointments contained in this Agreement. The minimum salary will be \$26,356 in 2003-04, \$27,041 in 2004-05, and \$27,798 in 2005-06.
75. On August 15 during each year of this Agreement, each faculty member shall receive an across-the-board salary adjustment. However, a person first assigned a salary on or after January 1 of that year shall not receive this across-the-board salary adjustment.

For 2003-04, there shall be no across-the-board salary adjustment. Instead, a one-time payment of \$1,030 shall be paid to all continuing regular full-time faculty members on November 30, 2003. This payment will not impact the faculty member's base salary rate.

76. After seeking, or in response to, the recommendation of the appropriate academic unit, Oakland may increase the salary of a faculty member at any time. Such salary increases are permanent. Each academic unit shall develop procedures for making such recommendations. Reasons for such salary increases may include, but are not limited to, internal equity, market conditions or extraordinary performance. Oakland's determination to grant or not to grant salary increases under this paragraph shall not be grievable.
77. 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 across-the-board salary increases described in paragraph 75 and any merit increases in paragraph 80.
78. Paragraphs 73 through 78 shall apply to faculty members exercising leave provisions of this Agreement and receiving at least 50 percent of their annual salary. They shall apply equally to faculty members receiving less than 50 percent of their annual salary and exercising any leave that Oakland has approved for professional and scholarly purposes, and faculty on a reduced work schedule under paragraph 128 or 172. Notwithstanding the provisions of paragraph 81, faculty members who elect to have a one-year leave of absence without pay not count as part of the probationary period shall not receive the across-the-board salary increase during the year of leave.
79. **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."
80. Faculty members in each pay group shall assign, through their own procedures, a merit salary increase, if any, to each faculty member in the pay group (excluding department chairperson(s)).
81. 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 (across-the-board and merit salary increases), plus the value of any promotional raises within the pay group. Except for the academic year 2003-2004, faculty appointed to begin chairperson assignments at the start of a new academic year are to be included in this faculty member pool. For purposes of the calculations of this paragraph, only continuing faculty members, including continuing visiting faculty, not on a full-year unpaid leave are to be included. When a faculty member returns from a full-year leave without pay his or her salary shall be adjusted to include the across-the-board and contractual merit increases for the period of the leave

without pay. For the years covered by this Agreement, the across-the-board and merit salary increases are as follows:

| <u>Year</u> | <u>Across-the-Board</u> | <u>Merit</u> |
|-------------|-------------------------|--------------|
| 2003-2004 | 0.0% | 0.0% |
| 2004-2005 | 2.35% | 0.25% |
| 2005-2006 | 2.55% | 0.25% |

82. Initial assignments of merit salary increases shall be concluded each academic year within 30 days of execution of the Agreement or before June 30.
83. Each individual merit salary increase 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 academic units without departments, within 10 days after receipt by Oakland of initial assignment or said disapproval shall be void. Disapproval of any merit salary increase by Oakland shall permit the reassignment of all merit salary increases by faculty members in the pay group. Upon request of the chairperson, or other designated person in academic units without departments, Oakland shall indicate in writing why the list was not approved. The merit salary increase assigned to a faculty member is not grievable.
84. **Base Salary for Chairpersons.** Faculty members designated by Oakland to act as chairpersons will receive across-the-board and merit salary increases, if any, each year. Except for the academic year 2003-2004, included in this pool shall be chairpersons scheduled to return to regular faculty positions at the beginning of the academic year covered by this salary adjustment. The total salaries for chairpersons in each school or college with chairpersons must equal the salary pool assigned to the chairpersons, which consists of the prior year salaries of the chairpersons, adjusted by the total raise percentage for all faculty (across-the-board and merit salary increases listed in paragraph 81), plus the value of any promotional raises within the chairperson group. The merit salary increases will be assigned at the sole discretion of Oakland. The merit salary increase assigned to a chairperson is not grievable.
85. **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:

twelve percent (12%) of his or her salary, plus an amount equal to "x" times "y" divided by "z" where

x = four percent (4%) 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 July 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 from August 15 through August 14 of the following 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.
86. 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 89 will be based on regular annual salary.
87. If the duties of a department chairperson are performed by an Oakland-approved acting chairperson, the acting chairperson will be paid at the rate specified for a chairperson in paragraph 85. The chairperson shall not be paid in the above case.
88. **Salary for Coordinators.** For any school with coordinators rather than chairpersons, plus the Library, Oakland will provide an annual amount equal to at least \$400 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 July and will not be grievable.
89. **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 as shown below plus eight and one-half percent (8.5%) of the faculty member's regular annual salary.

| | |
|-----------|---------|
| 2003-2004 | \$3,392 |
| 2004-2005 | \$3,480 |
| 2005-2006 | \$3,577 |

The figures above 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.

90. 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 89 and 96 and in item #6 of Appendix C, shall be replaced by "off-term."
 - b. References to fall/winter and academic year in paragraphs 91-92 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.

These provisions apply to full-time librarians, except that Oakland may assign displacement schedules to full-time library faculty if it determines there are insufficient voluntary displacement agreements to provide an appropriate number of full-time librarians during the Spring and Summer terms.

91. Except as noted in paragraph 92, credit courses taught by faculty members during the academic year shall be taught as part of their regular assignment. No faculty member shall be required to teach more than three such courses in the evening or on weekends. Teaching schedules, generally, shall be established so that the time between the end of the last assignment and the beginning of the first assignment on the following day is no shorter than twelve (12) hours. If a bargaining unit faculty member is required to teach on a schedule that he/she believes does not provide an appropriate time break between assignments, then he/she may request a conference with the dean or, if the dean has determined the schedule, with a representative from the Vice President for Academic Affairs and Provost's Office.
92. **Fall/Winter Overload Teaching.** At its sole discretion, Oakland may determine that certain courses are overload and any faculty member teaching such courses shall receive additional salary at a minimum rate of \$400 per credit hour taught. Courses that may qualify for this overload provision may include courses taught at off-campus locations, distance learning courses taught at multiple locations, or executive programs.

ARTICLE XII

COMPENSATION FOR VISITING FACULTY

93. Paragraphs 93 through 98 apply only to visiting faculty.
94. New visiting faculty members shall be assigned a salary. Visiting faculty members whose continuous service goes back further than the beginning of the previous winter semester shall receive an across-the-board salary increase as described in paragraph 75 and a merit salary increase as described in paragraph 80.
- Oakland, at its sole discretion, may approve additional salary increases for visiting faculty members.
95. When a visiting faculty member is shifted to a 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.
96. **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 89. Visiting faculty members teaching in spring or summer shall perform related professional responsibilities.
97. **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.
98. **Retirement.** A visiting faculty member may participate in the retirement programs in paragraphs 124 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

99. **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 \$914 per credit taught during 2003-04. Faculty members with four or more years of experience as special lecturers shall be paid a minimum rate of \$986 per credit taught during 2003-04. For faculty members with eight or more years of experience as special lecturers shall be paid a minimum rate of \$1,062 per credit taught during 2003-04. For 2004-05, the respective rates shall be \$938, \$1,012, and \$1,090; for 2005-06 the rates are \$964, \$1,040, and \$1,121.

- 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.
- 100.** Special lecturers are eligible to participate in the medical and vision programs described in paragraphs 105 through 108 and 112 for the year of appointment. For each enrolled special lecturer, Oakland shall make a monthly contribution equal to 60% of the cost of such programs up to 60% of the maxima listed in paragraph 105. 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.
- 101.** A special lecturer shall be eligible to take up to eight credits per year during his or her current term of appointment under the provisions of paragraph 122.

ARTICLE XIV DURATION OF SALARY

- 102.** 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 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

- 103.** Any full-time faculty member may elect a nine-month pay option by filing the appropriate form with Oakland by August 1 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 1 of any subsequent year that he or she wishes to revert to the regular 12-month basis.

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

- 104.** 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 Benefit Services Office or through the Benefit Services web site. Faculty may access information regarding their personal benefit programs through the University's online service (Web For Employees).

A faculty member shall have the right to enroll in insurance benefits either upon initial employment as a faculty member or during open enrollment periods. If employment begins on August 15, insurance coverage will not be effective until September 1 of that year, and runs through the twelve month period ending August 31 of the following year unless the faculty member terminates his/her employment prior to the conclusion of the academic year. Faculty whose appointments begin at other times of the year should confirm the starting dates of their insurance coverages with the Benefit Services Office.

Yearly open enrollment periods for insurance benefit coverage shall occur in the Fall semester, with the effective date for any coverage addition or change taking place January 1 of the following year.

- 105.** Health care coverage options shall include:
- a. the Blue Cross/Blue Shield Comprehensive Hospital program described in paragraph 106, or
 - b. the Community Blue PPO Option 1 described in paragraph 107, or
 - c. one of the Health Maintenance Organizations described in paragraph 108.

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, 2003--Dec. 31, 2003 | \$310.70 | \$727.54 | \$796.26 |
| Jan. 1, 2004--Dec. 31, 2004 | \$357.31 | \$836.67 | \$915.70 |
| Jan. 1, 2005 --Dec. 31, 2005 | \$372.10 | \$872.82 | \$980.04 |
| Jan. 1, 2006 --Aug. 14, 2006* | \$386.88* | \$908.97* | \$1,044.38* |

*Rates in 2006 will be the rates of the least cost provider or the 2005 rates, whichever is greater. The numbers presented are based on projected increases and are subject to change.

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.

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 105.

- 106. 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 | (\$15.00 co-pay mail order prescription drug)*, |
| 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 |
| MMII | (Master Medical--excluding prescriptions) |
| HC Rider | (hearing) |
| RM | (routine mammogram) |
| | (contraceptive drug) |
| | (\$50.00 co-pay outpatient hospital emergency room)* |

*These changes will be effective January 1, 2004.

- 107. Community Blue PPO.** This plan is Blue Cross and Blue Shield of Michigan's Community Blue PPO Option 1 with riders reducing annual maximum co-pay and co-pays for mental health care and emergency treatment. Additional riders provide hearing coverage as well as prescription drugs (including mail order) for a \$10.00 co-pay. Beginning January 1, 2004, prescription drug co-pay increases to \$15.00; there will be a \$50.00 co-pay for outpatient hospital emergency room visits; and there will be a \$15.00 co-pay for office visits in a network physician's office. This PPO (Preferred Provider Organization) plan provides comparable benefits to the Plan described in paragraph 106, with reduced premium rates and with 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 Community Blue Plan or for liabilities such as co-pays required by the Plan. If services are received from a provider who is not a member of the Blue Preferred Plan network, Community Blue pays eighty percent (80%) of the reasonable amount as determined by BC/BSM after deductibles, and the participant is responsible for the remaining charges. Specific policy terms are those in the executed insurance contract with Blue Cross/Blue Shield of Michigan.

108. Health Maintenance Organization. Oakland and the Association may agree to participate in or dissociate from federally qualified Health Maintenance Organization (HMO) plans as alternatives to the health care coverage provided above. Two HMO plans are offered currently:

a. Blue Care Network (Plan number 21361-001)

Prescription Drug co-pay of \$5/\$10; \$7/\$15 effective January 1, 2005
Office and Urgent Care visit co-pay of \$5; \$10 effective January 1, 2005
Outpatient Hospital Emergency Room co-pay of \$25; \$50 effective
January 1, 2004
Contraceptive Drug

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 Drug co-pay of \$5/\$10; \$7/\$15 effective January 1, 2005
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
Outpatient Hospital Emergency Room co-pay of \$25; \$50 effective
January 1, 2004
Office and Urgent Care visit co-pay of \$5; \$10 effective January 1, 2005
Contraceptive Drug

109. 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 105-108 automatically shall be considered to have elected participation in the pre-tax medical insurance premium payment plan to the extent permitted by law.

110. Medical Waiver Payment. A full-time faculty member who chooses not to participate in any of the medical care coverage options described in paragraphs 106, 107 or 108 will be paid \$1000 at the end of each one-year period the faculty

member does not participate in these coverage options. Oakland, at its sole discretion, may increase this payment.

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

If during any 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 106, 107 or 108, upon presentation of proof to Oakland of ineligibility. Re-enrollment under these circumstances will result in forfeiture of the medical waiver payment if re-enrollment occurs less than 180 days after waiving coverage. Re-enrollment must occur within 30 days of the loss of other coverage.

Eligible faculty who terminate employment with Oakland or retire after 180 days of waiving coverage in a given year, are entitled to the payment, to be made at the end of their employment term.

111. **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 one hundred percent (100%) of the cost of in-network class I and class II benefits. Class III benefits will provide 50% of the cost. The maximum benefit per person per contract year shall be \$1,000 with no deductible for class I, II and III. Class IV benefits will provide 50% of the cost, up to a lifetime maximum of \$1,500 per eligible person. The plan shall provide for full coordination of benefits with other dental plans. Oakland shall provide this plan at no cost to the faculty member.
112. **Vision Insurance.** Faculty members have the option of selecting the A-80 vision coverage through Blue-Cross Blue-Shield, or the Co-op Optical plan offered to other university employees. Oakland shall provide this coverage at no cost to the faculty member.
113. **Life Insurance.** Oakland shall provide each full-time faculty member with term life insurance equivalent to one times their regular annual salary, rounded up to the next \$1,000 (up to a \$250,000 limit). This benefit reduces to 67% of regular annual salary (\$167,500 maximum) at age 65, 45% of regular annual salary (\$112,500 maximum) at age 70, and 30% of regular annual salary (\$75,000 maximum) at age 75. Faculty members must complete an enrollment card before coverage can be effective. Oakland will pay the full cost of such coverage.
114. For those faculty members enrolled in the insurance program described in paragraph 113, 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 | 0.05 |
| 30 but less than 35 | 0.06 |
| 35 but less than 40 | 0.08 |
| 40 but less than 45 | 0.13 |
| 45 but less than 50 | 0.21 |
| 50 but less than 55 | 0.33 |
| 55 but less than 60 | 0.51 |
| 60 but less than 65 | 0.77 |
| 65 but less than 70 | 1.19 |
| 70 and over | 3.00 |

- 115. 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.
- 116. 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 60 days of their employment date or during a scheduled open enrollment.
- 117. 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.
- 118. 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 \$5000 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.

- 119. Availability of Faculty Benefit Information.** Oakland shall make written descriptions of benefit programs available to faculty members and participating retired faculty including: health care coverage, medical waiver information, medical savings account information, optical insurance, affidavit for same-sex partner benefits, mail-order prescription drug options, 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. Oakland shall mail such descriptions to participating retired faculty members.
- 120.** Medical, dental, and vision insurance coverage are available to same-sex partners and their dependents. To include a same-sex partner and his or her dependents under one's benefits, the faculty member must file an "Affidavit for Same-Sex Partner Benefits" with the Benefit Services Office. This affidavit will stipulate a six-month financial arrangement requirement, unless carrier requirements change.
- 121.** 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, vision 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

- 122. 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.

123. **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 up to 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

124. **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 (13%) of the salary paid to each faculty member under the provisions of paragraphs 74-88; and shall pay contributions as provided in paragraph 143.

For faculty hired without tenure or job security after September 14, 2003, and who satisfy the conditions set forth above, Oakland shall contribute to said plan, over and above all other compensation, an amount equal to fourteen percent (14%) of the salary paid to each faculty member (as defined above) for the next two years of the faculty member's employment term.

- b. For each participating full-time visiting faculty member hired after September

14, 2003: in the third and fourth year of employment, Oakland shall contribute to said plan, over and above all other compensation, an amount equal to fourteen percent (14%) of the salary paid to each such faculty member.

- c. For other participating faculty members: Oakland shall contribute to said plan, over and above all other compensation, an amount equal to fifteen (15%) of the salary paid to each faculty member under the provisions of paragraphs 74-88; and shall pay contributions as provided in paragraph 143.

Two tax-deferred retirement plans are available: TIAA-CREF and Fidelity. Information regarding these plans is available from the Benefit Services 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.

- 125. 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 124 above, subject to conditions established by the respective companies.

- 126.** 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 129 and 130 do not apply.

- 127.** 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.

- 128. 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 and who has fifteen years of service 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 105-108 and 112 shall be applicable during the period of the reduced work schedule unless specifically agreed upon by Oakland and the faculty member.

- 129. Privileges and Benefits for Retired Faculty Members.** In recognition of their past service and their ability to continue to contribute to the mission of the University, Oakland will encourage retired faculty members to remain a part of the academic community through a variety of benefits. Each retired faculty member may receive a Retired Faculty Photo ID card upon request and payment of the \$10 processing fee, and shall have the right to participate in academic processions and convocations. 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, e-mail and Internet privileges shall be extended under terms and conditions to be established by Oakland. A retired faculty member may attend classes without credit, tuition, or the need to follow regular enrollment procedures, although approval to attend must be granted by the instructor, subject to space availability. In addition, limited tuition waiver benefits are available for certain dependents of retirees, under the provisions of paragraph 123.
- 130.** Retired faculty members shall be entitled to participate in the health care coverages in paragraphs 105, 106, 107, or 108 and 112. Oakland's contributions to such coverage are specified in paragraphs 132 and 134. Subject to federal regulations, when the retiree (and/or spouse) becomes eligible for coverage through Medicare, coverage through the aforementioned 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 \$10, PD-MAC instead of the exact fill Medicare Complementary versions of the coverages in paragraphs 105,106,107, or 108 and 112).
- 131.** For those faculty members who have reached the age of 62 and then retire with at least 15 years of continuous full-time service, Oakland shall continue to make a contribution toward the health care coverages as provided in paragraphs 105, 106, 107, or 108 and 112. This contribution shall be subject to the limitations of paragraph 105, 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.

132. For faculty members retiring on or after January 1, 2001, Oakland shall contribute toward retiree medical and vision benefits as follows:

Oakland's contributions to retiree medical and vision insurance shall be limited to those individuals who retire with 25 years of service at any age or with 15 years of service and attained at least 62.

A faculty member must have remained in a University group plan continuously from the date of retirement.

Until the retired faculty member reaches age 62, he or she shall be responsible for all costs.

When a retiree becomes eligible for health care coverage through Medicare, Oakland shall contribute \$112 monthly toward single party coverage and \$225 monthly toward two-party coverage for a retired faculty member in accordance with procedures established by Oakland. This amount shall be increased annually by 4%. Such funds may be used to continue participation in the faculty health plans contained in this Article, or may be used to purchase independent health insurance plans.

133. Subject to carrier conditions, retired faculty members and their spouses shall be eligible to enroll in the Delta Dental Plan offered to other retired university employees. The retired faculty member shall pay the full cost of such coverage.
134. Subject to carrier conditions, retired faculty members and their spouses shall be eligible to enroll in Vision Insurance offered to other retired university employees. The retired faculty member shall pay the full cost of such coverage, except as provided for in paragraph 131.
135. In order to be eligible to participate in the university group health, dental, and vision plans listed above, a retiree must have remained in the respective university group plan continuously from the date of retirement.

ARTICLE XIX FACULTY TRAVEL

136. **Travel for Professional Development.** 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.
137. 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.

138. Oakland may establish procedures to process applications for reimbursement. For the purpose of distributing available travel funds over a broad range of worthwhile travel, the College, the schools, the Library and the Eye Research Institute may promulgate guidelines (such as maximum reimbursements for any single trip and maximum reimbursements to any faculty member during the fiscal year).
139. **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.
140. Oakland agrees that a minimum of \$356,500 will be available for travel under the provisions of paragraph 136 during the 2003-04 fiscal year, \$366,500 during the 2004-05 fiscal year, and \$376,500 during the 2005-06 fiscal year. Oakland agrees that if sufficient applications are submitted consistent with these provisions, the entire amount shall be expended.

Normally these funds shall be allocated to each faculty member by the dean or director in consultation with the faculty members requesting funds. A faculty member must indicate by Feb. 1 of each fiscal year whether he or she will use any of that year's remaining travel funds during the period between Feb. 1 and June 30; if the faculty member indicates that he or she will not be using the funds, or if the faculty member fails to indicate his or her intentions regarding travel during that period, the funds shall be distributed among other faculty members in the school or college who are in need of additional travel funds.

ARTICLE XX LEAVES WITH PAY

141. 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.
142. Two types of leaves with pay shall be available:
- a. Sabbatical leaves (see paragraphs 152 through 157.)
 - b. Professional Development and Research leaves (see paragraph 160.)

143. **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.
144. 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.
145. 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.
146. A faculty member on paid leave automatically shall be entitled to the across-the-board salary increase and any merit salary increase as determined under paragraph 81, and any increase in the benefit program granted to the bargaining unit.
147. A faculty member on paid leave shall be subject to the Layoff and Recall procedures in Article VIII.
148. 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.
149. **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.
150. 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.
151. If a leave with full pay is granted, internal adjustments will be made without replacement.
152. **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.

153. 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.

154. **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 154e. and subparagraph 165b.(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 154. This subparagraph (d) may be waived at Oakland's sole discretion.
- e. A faculty member may request to postpone his or her sabbatical leave and credit service during the postponement period to the next sabbatical leave. To do so, the faculty member must be eligible for a sabbatical leave in accordance with the provisions of paragraphs 153 and 154. The faculty member must request the extension of leave in accordance with the provisions of paragraph 157. If the next sabbatical leave is authorized under the provisions of paragraph 153a., 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 154e. above, may not credit any service during the ensuing period toward his or her next sabbatical leave except as provided in subparagraph 154g. below.
- g. If a faculty member is requested by Oakland or by his or her department chairperson with Oakland's prior concurrence to postpone a sabbatical leave until the next academic year, the year of service during which the postponement occurred shall 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. A faculty member shall not be requested to postpone a sabbatical leave for more than one year.

- 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.

155. 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 141. 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.

156. 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 or director of the college or appropriate academic unit (who may be advised by a faculty committee charged with this responsibility). Judgments involving scholarly criteria shall not be grievable.

157. 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 157a.
- 158. Research Fellowships and Grants.** There shall be available a limited number of research fellowships and grants. The research fellowships and grants will be funded at a level specified by the University Research Committee up to a maximum determined by Oakland. Application for these fellowships and grants 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 and grants, will referee proposals, and will monitor fellowship and grant activity. Research fellowships and grants 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. Faculty research fellowships and grants shall be awarded only to bargaining unit members for the support of their research or other scholarly/creative activities deemed appropriate by the University Research Committee.
- 159.** Oakland agrees that it will provide \$192,000 for research fellowships during 2003-04. For 2004-05, the amount will be \$200,000, and for 2005-06 it will be \$216,000.
- 160. 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 or director. 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.

161. Absence. Three 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. In such a case the faculty member's teaching responsibilities shall be covered by another faculty member or by an appropriate assignment to the class.
- b. A faculty member requiring bereavement leave for the death of a spouse, same sex partner, child, parent, parent-in-law, sibling, or sibling-in-law shall receive three (3) days of leave.
- c. Faculty members not on layoff status who are unable to work because of illness, injury, or disability.

Faculty members not on layoff status and unable to work because of illness, injury, or disability 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 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 56 days.

At Oakland's request, as a condition of eligibility for the leave and/or as a condition of return from the leave, 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 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. No faculty member shall be compelled to teach in place of the absent colleague for a period of more than two (2) weeks.

162. **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 202, 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

163. **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.

164. **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 provisions shall not be effective.

165. 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 12 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, the Library or the Eye Research Institute. Partial leaves may be renewable at Oakland's discretion.
 - (1) A leave shall involve no more than fifty percent (50%) 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.

166. 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 165. Exceptions to this provision shall be made only with the concurrence of the department chairperson, if any, and Oakland.

167. Application.

- a. A faculty member wishing a leave shall normally submit a written request to his or her department chairperson (or dean or director in academic units without chairpersons) at least eight months before the beginning of the proposed leave. Where circumstances require, the request may be submitted at a later time.
- b. If approved by the chairperson the request shall normally be forwarded to the appropriate dean at least seven months before the commencement of the leave. Where circumstances require, the request may be forwarded at a later time, but within 30 days of the chairperson's receipt of the request.
- c. The applicant shall normally receive written notification of Oakland's decision on the granting of the leave five months prior to the commencement of the proposed leave. In situations where a request has been delayed, the applicant shall receive written notification of Oakland's decision within 60 days. 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 dean or director 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.

168. 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.
- 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.

169. 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.

170. 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 or director 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.

171. 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.

172. Long Term Disability.

a. In the event that a bargaining unit member has exhausted any paid leave of absence due to illness, injury, or disability under paragraph 161, and the bargaining unit member applies for an unpaid leave of absence due to extended illness, injury, or disability, pursuant to Article XXI, the parties agree as follows:

- (1) Oakland will approve up to three one-year unpaid leaves of absence.
- (2) If the bargaining unit faculty member is still in need of additional unpaid

leave, then Oakland will approve a final six-month unpaid leave of absence, with notice to the bargaining unit member that at the expiration of this final leave, the faculty member shall not be entitled to return to his or her previous employment and any employment rights will be terminated.

- (3) In extraordinary circumstances, upon mutual agreement by Oakland and the Association, leaves beyond the four years may be granted.
- b. The parties further agree that individuals who, as of August 15, 2000, are on extended unpaid leaves of absence due to illness, injury, or disability are not covered by the provisions above. They will continue to be on leave without pay.
- c. Nothing herein shall preclude a faculty member terminated under paragraph 172a.(2) above from applying and being considered for open positions for which the faculty member may be qualified.

173. 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, the Library or the Eye Research Institute, 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

- 174.** 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).
- 175.** 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.

176. 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 89. The last sentence of paragraph 89 shall not apply in the scheduling of spring or summer assignments.

ARTICLE XXIII WORK OR BUSINESS INTERRUPTION

177. 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

178. **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.
179. **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 180 through 181 of this Agreement, shall be pursued to completion before any application for arbitration may be made under paragraph 182 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 all other days in which the University does not conduct business, including, but not limited to, holiday recesses and closures for inclement weather, will be excluded.
180. **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 30 days after the grievance arises. Such notice shall be filed within thirty (30) calendar days after the occurrence of the event upon which the grievance is based. If the affected faculty member or the

Association has no knowledge of the occurrence of the event within said thirty (30) calendar days, then such notice shall be filed within thirty (30) calendar days after the faculty member or the Association should have had knowledge thereof; provided, however, that in no event shall any such grievance be filed any later than 90 calendar days after the occurrence of the event upon which the grievance is based. In no case shall any retroactive damages or other relief be awarded for any period prior to 30 days from the date on which the grievance is filed. 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.

181. **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 10 days after the grievance is filed. Within 10 days after the Step One meeting, Oakland shall provide the Association with a written answer to the grievance.
182. **Step Two.** If the answer at Step One is not satisfactory to the Association, it shall request within 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 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 10 days after the hearing, or the last day of the hearing if the hearing is extended.
183. **Arbitration Initiation.** If the answer to the grievance at Step Two is not satisfactory, the Association, within 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 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.

With regard to tenure review grievances only, the parties agree to the following current members of a rotating panel of arbitrators:

- | | |
|---|------------------|
| 1 | William Daniel |
| 2 | Mario Chiesa |
| 3 | Deborah Brodsky |
| 4 | Robert McCormick |
| 5 | _____ |

If one or more of these arbitrators becomes permanently unable to serve on the panel, the parties shall mutually agree to a replacement(s). When panel membership changes, a new addendum shall be added to the contract reflecting the change.

- 184. Arbitrator's Decision and Compensation.** The arbitrator will render a written decision within 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.
- 185. 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.
- 186. 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 30 days after receipt of the notice provided in paragraph 183 shall result in the grievance being deemed settled on the basis of the Step Two decision of Oakland.
- 187. Association Rights.** The Association shall have the right to be present at any meeting conducted under the provisions of paragraphs 181 through 183.

ARTICLE XXV GUARANTEE OF RIGHTS

- 188.** 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.

- 189. Personnel Records.** A faculty member, or former faculty member, has the right to know of the existence and location of personnel records maintained by Oakland (See Appendix H). Such an individual shall have access to all materials placed in those personnel records 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, and those records excluded from the statutory definition of personnel record (see Appendix G).

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.

If a faculty member's personnel record is subpoenaed, Oakland shall send timely notice of the subpoena to the faculty member.

A basic summary of an employee's rights under the Bullard-Plawecki Employee Right to Know Act is provided in Appendix G of this Agreement, for reference.

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

- 190.** 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. Except as otherwise provided in this Agreement, 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**

- 191.** 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 and 42 will take effect on August 15.

**ARTICLE XXVIII
PAST PRACTICES**

- 192. 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 schools, college, Library or Eye Research Institute, as these rights, privileges, and responsibilities are described under the appropriate constitutional processes of the schools, college, Library or Eye Research Institute and the University. Such participation shall be accomplished through the traditional procedures, policies, and practices of the University Senate, schools,

college, Library or Eye Research Institute. Changes or modifications in such procedures shall be governed by the procedures established in such processes.

193. 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.
194. **Faculty Members' Rights and Responsibilities**. The following existing rights, privileges, and responsibilities not specifically delineated by this Agreement, or by the University, schools, college, Library or Eye Research Institute 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 the schools, college, Library and Eye Research Institute and the University.
195. 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.
196. 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

197. The regular academic year shall consist of two semesters, each of which shall be a maximum of 16 calendar weeks in duration. All academic instruction (including examinations) will be completed within said 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 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 proposed calendar shall be presented to the Executive Committee of the Association for its input prior to October 1 of the year preceding the effective date of the calendar. The Association shall respond within 30 working days of receipt of the proposed calendar. 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

198. **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.
199. **Interest Succession.** This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors, and assigns.
200. **Agreement Construction.** The paragraph titles throughout this Agreement are editorial identifications of their related text and do not limit or control that text.
201. **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.
202. **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

- 203.** 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

- 204.** In reaching this Agreement Oakland and the Association have had the opportunity to consider all matters lawfully subject to collective bargaining.
- 205.** 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

- 206.** 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.

- 207. 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.
- 208.** 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**

- 209.** This Agreement will be effective from 12:01 a.m. (prevailing Rochester time) August 15, 2003, to midnight (prevailing Rochester time) August 14, 2006, subject to reopening by either party on or after May 15, 2006.

**ARTICLE XXXV
APPENDICES**

- 210.** Appendices A, B, C, D, E, F, G, H, and I shall be part of this Agreement and shall be fully enforceable under this Agreement.
- 211.** 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.
- 212.** The parties hereto, each by its duly authorized officials and representatives, hereby accept this Agreement and each and all terms and conditions thereof.

OAKLAND UNIVERSITY CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

BOARD OF TRUSTEES OF
OAKLAND UNIVERSITY

by _____
Kevin T. Grimm
President

by _____
Lynne C. Schaefer
Vice President for
Finance and Administration
Treasurer to the
Board of Trustees

by _____
Seán Farrell Moran
Chief Negotiator

by _____
David J. Downing
Co-Chief Negotiator and Dean,
College of Arts and Sciences

Date: _____

APPENDIX A
Research and Full-Time Adjunct Faculty

From time-to-time, both Oakland and the Association recognize that there may be opportunities to advance our common missions through the hiring of individuals on a full-time basis even though the qualifications of the individuals do not lead to appointments under the terms of paragraphs 4 and either 5 or 6. Such appointments will fall into one of two categories: individuals who can help advance the institution's commitment to research and/or creative endeavor, or individuals who can complement the full-time faculty's expertise in instruction.

- (1) The titles "Research Professor", "Research Associate Professor" and "Research Assistant Professor" may be granted to individuals engaged in research and whose salaries are supported by grants, contracts or other forms of external funds.
- (2) The titles "Adjunct Professor", "Adjunct Associate Professor", and "Adjunct Assistant Professor" may be granted to individuals who complement the instructional expertise of the full-time faculty and who will generally be expert practitioners, clinical instructors or field supervisors for students. Notwithstanding the provisions of paragraph 11, Oakland may employ adjunct faculty members on a full-time basis.

The following conditions apply to the appointments described in (1) and (2) above:

- a. Individuals hired under this provision shall have the rights and responsibilities specified in this Faculty Agreement except as limited or otherwise provided for in this Letter of Agreement, and provided, however, that Oakland's decisions as to whether to renew such appointments, and as to the length of any such renewal, shall not be subject to the grievance procedure.
- b. In consultation with the Association, Oakland shall develop standard letters of offer.
- c. The initial appointment to such positions shall be for two years, and such appointment shall be renewable with the length of each subsequent term not to exceed five years. For research professors, the continuation of employment is subject to availability of funds.
- d. The initial appointment is subject to the provisions of paragraph 34.
- e. Each academic unit shall develop criteria and procedures for review of such faculty. Prior to renewal by Oakland, the respective unit shall conduct a review and make a recommendation to Oakland on re-appointment; in the case of full-time adjunct faculty, the recommendation

of the respective CAP will also be requested.

Full-time research professors and adjunct faculty members shall be hired only after the unit criteria and procedures have been established.

- f. The review specified above shall occur during the fall semester of the final year of the appointment, and Oakland shall notify the research professor or full-time adjunct faculty member by January 15 of a re-appointment.
- g. Based on criteria and procedures established by the unit, the respective unit and CAP shall make recommendations to Oakland for consideration of promotion of full-time adjunct faculty.
- h. The number of such appointments shall not exceed 15.
- i. For layoff purposes, individuals hired under this provision shall be placed in the layoff order immediately following paragraph 54a in the Faculty Agreement. Research professors, supported exclusively by non-general funds, are not subject to this provision.
- j. Except as noted below, references in the Faculty Agreement to “full-time” faculty members shall apply to the full-time adjunct faculty and research professors. Full-time adjunct faculty will be in the pay area pools for raise determination. Research professors will not be included in the pay area pools. Their salaries will be determined each year by Oakland. Retirement benefits for full-time adjunct faculty and research professors will be that noted in paragraph 98 of the Faculty Agreement for visiting faculty.
- k. Full-time adjunct faculty and research professors will not be eligible to participate in contractual sabbatical leave, developmental leave, faculty travel, and research fellowships (paragraphs 136 through 160). They will be excluded from the numerator and denominator in the allocation of faculty travel dollars. They will not be eligible for phased retirement (paragraph 128). They will be eligible for post retirement medigap coverage.

APPENDIX B 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

Teacher Development and Educational Studies

Educational 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 Mathematics and Statistics

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, Communication, 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 = 30 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: Applied music instructors and supervisors of student teachers are not included in the FTE count.
4. Administrators (such as deans or associate deans) holding academic titles defined by Article IV, paragraphs 5 and 6, are counted at .04 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 .04 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 0.040 FTE per credit taught.
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 #1210.

Transportation

| | |
|--|--------------------------------------|
| Use of Personal Vehicle: Standard reimbursement rate | Standard reimbursement rate per mile |
| Common Carrier (limited to cost of coach air fare) | Actual cost |
| Rental Vehicle | Actual cost |
| Limousine Service | Actual cost |
| Taxi | Actual cost |
| Tolls | Actual cost |
| Parking (receipt required if over \$25.00) | Actual cost |
| Baggage Handling and Tips: Maximum per trip: | \$10.00 |

Meals

Reimbursed at standard University rates per day

Lodging

Actual cost

Other Expenses

| | |
|--|-------------|
| Conference Expenses (receipt and conference brochure required) | Actual cost |
| Telephone Calls for University Business Only | Actual cost |
| Receipts Required For Expenditures In Excess Of | \$25.00 |

APPENDIX E

UNIVERSITY STANDARDS FOR RE-EMPLOYMENT, PROMOTION AND TENURE

The “University Standards for Re-employment, Promotion and Tenure” are established by Oakland University and form the basis of all recommendations and decisions regarding faculty re-employment, promotion and tenure. Oakland has the legal responsibility and right, at its discretion, to amend or modify the University Standards. Oakland agrees not to exercise this reserved right for a period dating from the execution of this Agreement until August 15, 2006. Should Oakland, after prior consultation with the association, choose to modify these standards after August 14, 2006, a copy of the revised document will be distributed to the association and to all faculty members.

University Standards for Re-employment, Promotion and Tenure

In all reviews for tenure and promotion Oakland will consider the candidate’s entire record, emphasizing efforts and accomplishments since attainment of current rank. The candidate’s record at Oakland University generally will be of particular importance. Oakland’s evaluation of the candidate will consider:

- the programmatic and institutional setting of the candidate’s work at Oakland and the nature of the candidate’s assignments and responsibilities;
- the quality of the candidate’s accomplishments;
- the relation of all these factors to the objectives of the area or department, the goals of the college or school or institute, and the mission and long range vision of the university.

Oakland’s evaluation focuses on the candidate’s efforts and accomplishments in three areas:

- teaching or performance as a university librarian, as appropriate to the appointment;
- intellectual contributions such as scholarship, research, and creative activities;
- service.

Teaching and University Librarianship

The term “teaching” refers to all instruction and advising activities that affect or support the academic progress of students. These activities include classroom, laboratory, studio, field, and clinical teaching and evaluation; the supervision of research, writing, independent study, practica, and performance; individual and group advising and mentoring; preparation of courses; development of curricular and instructional materials;

instructional innovations; and application of new educational technologies.

The phrase “performance as a university librarian” refers to initiating, planning, organizing, and implementing library programs, including application of technology and effective communication with and service to library users.

A candidate for tenure must show substantial evidence of achievement in teaching and/or performance as a university librarian. Such evidence must be obtained through use of systematic procedures for student and peer review. Evidence may include, but is not limited to, assessments of the instructor’s preparation through peer review of syllabi, reading lists, class and library handouts, tests, examinations, and other course and library materials in all formats; student appraisals such as course evaluations and solicited and unsolicited letters; evidence of student achievement; and success in sharing teaching philosophies and methodologies and in obtaining grant support relating to teaching and/or university librarianship.

Intellectual Contributions – Scholarship, Research and Creative Endeavors

Because of the comprehensive and diverse nature of Oakland University’s mission, Oakland recognizes in its reviews a broad range of intellectual contributions. Such contributions improve theory and practice and support the present and future quality of instruction at Oakland University.

Scholarship and research include:

- basic, theoretical or applied research;
- scholarship that applies the research to the betterment of society, institutions, groups, and individuals;
- peer recognition of the above as reflected in publications in refereed journals, other peer-reviewed publications, and critical reviews as appropriate to the discipline;
- successful efforts in securing competitive or professionally significant external funding in disciplines where research is traditionally supported by grants;
- scholarship that interprets, draws together, and brings new insights to bear on original research, gives meaning to isolated facts and puts them in perspective, or creates connections across disciplinary lines;
- scholarship that involves not only transmitting knowledge but transforming and extending it as well through carefully planned and continuously examined pedagogical procedures that stimulate active learning and encourage students to be critical and creative thinkers with the capacity to go on learning after their college days are over.

“Creative activities” refers to works of artistic expression, production, or performance, and includes such activities as composing, writing, directing, performing, and conducting.

The most important evidence of scholarship, research, and creative activities is that authorities in the discipline(s) or field(s), including authorities outside the institution, have critically evaluated the work as meeting high standards (e.g., publications in refereed journals, grants and other funded research proposals). A candidate for tenure is expected to have made substantial progress toward maturity as a scholar or creative artist and to have established the presumption of continued growth in these areas.

Service

The term “service” refers to the following activities:

- public, institutional, and professional service through work that grows out of the university’s programs and mission and has the potential for substantial and positive effects on a community, profession, or external perceptions of the university, and that draws upon the candidate’s professional competence. Such service includes not only contributions to the organizational work of academic professional associations and societies at all levels but also activities that extend Oakland’s scholarly and instructional capabilities into various external agencies and communities.
- university service through committee work or governance activities in the area, department, school, institute, college, or the university; for faculty, university service includes service as a role model and mentor for colleagues and students.

Documentation of the candidate’s service should recognize these distinctions and, particularly in the case of public, institutional, and professional service, should indicate the relationship of the candidate’s service activities to the programs and mission of the university and to the candidate’s instruction, intellectual contributions, and professional responsibilities. A candidate’s involvement in university service should reflect an appropriate sharing of general faculty obligations in university governance.

Evidence of service should speak to its magnitude, complexity, and duration and may be derived from the testimony of those served; from evaluations provided by others involved in service work; from reports, articles, instructional materials and other documents produced through service; and from grants and funded projects, honors, and awards received in recognition of service.

Oakland regards teaching or performance as a university librarian and intellectual contributions as the most crucial areas of development for candidates for non-tenured reemployment or for tenure. Oakland normally will expect the record of candidates for tenure to show some accomplishments in service.

Beyond their achievements at the time of tenure all candidates for professor are expected to have continued their development in teaching or performance as a university librarian and in intellectual contributions and service. In addition, candidates for professor are expected to have demonstrated excellence and creativity in teaching or performance as a university librarian including application of technology, or to have achieved wide recognition beyond the institution as authorities or leaders in intellectual contributions or wide recognition in public, institutional, and professional service. In disciplines where research is traditionally supported by grant support, external funding is desirable for consideration of promotion to professor. In addition, candidates for professor must demonstrate potential for sustained involvement in teaching, research, and service.

APPENDIX F
Request for information concerning outside professional work

Both Oakland University and the Association recognize that there are many occasions where it benefits the institution and a given faculty member for the faculty member to engage in professional activities outside of the university. Examples of such activities may include outside consulting linked to professional responsibilities, self-employment, or a wide variety of professional activities.

Under the terms established in the *2003-2006 Faculty Agreement*, a faculty member engaged in such employment is required to notify his or her chairperson (or in those units where there is no chairperson, the appropriate dean or director) of any compensated, professional activity undertaken external to Oakland University by October 1 of each year.

If you do engage in such outside professional work, please complete the following form and forward it no later than October 1 to the appropriate individual.

Name: _____

Department or Unit: _____

Date: _____

Brief description of the nature of the outside professional work:

Employer (if appropriate): _____

Duration of contract (if appropriate): _____

Approximate number of hours per week spent on this activity: _____

Please forward your completed form to your chairperson, director or dean

APPENDIX G
Bullard-Plawecki Employee Right to Know Act (Excerpt)

423.501. Short title; definitions.

Sec. 1. (1) This act shall be known and may be cited as the “Bullard-Plawecki employee right to know act.”

(2) As used in this act:

- (a) “Employee” means a person currently employed or formerly employed by an employer.
- (b) “Employer” means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has four or more employees and includes an agent of the employer.
- (c) “Personnel record” means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee’s qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:
 - (i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.
 - (ii) Materials relating to the employer’s staff planning with respect to more than one employee, including salary increases, management bonus plans, promotions, and job assignments.
 - (iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
 - (iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person’s privacy.
 - (v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to section 9.
 - (vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.
 - (vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513 (a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.

- (viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than six months after the date of the occurrence or the date the fact becomes known.

423.509. Record of investigation of criminal activity of employee which may result in loss or damage to employer's property; record of criminal justice agency involved in investigation of criminal activity of employee.

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after two years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

P.A. 1978, No. 397, §1, Eff. Jan. 1, 1979.

APPENDIX H

Location of Personnel Records

The following is a list of offices that may contain personnel records. The list is not exhaustive, although an attempt has been made to identify all such offices.

- 1. OFFICE OF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS AND PROVOST**
Employment application/curriculum vitae; academic transcripts; letters of offer; pay forms; change of status forms; leave/return from leave forms and letters; sabbatical leave records; annual salary adjustment records; FMLA records; medical records; materials concerning evaluations, re-employment, promotion, and tenure; disciplinary records; I-9 employment eligibility records; visa/immigration records; recognition and award letters; retirement or resignation records; employment verification documents; unemployment claim records; tuition benefit plan records.
- 2. DEAN'S OR DIRECTOR'S OFFICE**
Employment application/curriculum vitae; academic transcripts; letters of offer; pay forms; change of status forms; leave/return from leave forms and letters; sabbatical leave records; annual salary adjustment records; materials concerning evaluations, re-employment, promotion, and tenure; disciplinary records; I-9 employment eligibility records; visa/immigration records; recognition and award letters; retirement or resignation records; travel forms; grant applications.
- 3. DEPARTMENT / PROGRAM OFFICE**
Employment application/curriculum vitae; academic transcripts; letters of offer; pay forms; change of status forms; leave/return from leave forms and letters; sabbatical leave records; annual salary adjustment records; materials concerning evaluations, re-employment, promotion, and tenure; disciplinary records; I-9 employment eligibility records; visa/immigration records; recognition and award letters; retirement or resignation records; travel forms; grant applications.
- 4. UNIVERSITY HUMAN RESOURCES, BENEFIT SERVICES OFFICE**
Benefit plan selection records, dependent and beneficiary records, letters of offer, disability certificates or letters, Workers' Compensation claim records; FMLA records; medical records.
- 5. PAYROLL**
Payroll history reports; pay forms, W-2 forms, W-4 forms, direct deposit forms, and pay stub copies.

APPENDIX I 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, 2003 through August 14, 2006.

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 using technologically innovative methods. These methods may include, but are not limited to, live or recorded presentations, videotape, computer or internet technology, or e-mail. 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 delivery formats. Said agreements may delineate such items as form of compensation, recapture by Oakland of design and/or production costs, royalties to be paid, ownership of copyrights, and preparation of accompanying materials consistent with paragraph 3 (Intellectual Property) of this Letter of Agreement.

The Association shall receive copies of all such agreements. Oakland shall notify the Association of credit hours delivered by such courses, and of arrangements made for the internal or external delivery of Oakland credits by these courses.

3. **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. Oakland shall respond in writing within thirty (30) working days. 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.

4. Guidelines on Distance Education.

- a. Distance Education should be at least of the same or better quality and rigor as similar courses delivered by more traditional means.
- b. Each distance education offering will be developed through consultation with the program/departamental faculty, the appropriate dean(s), and relevant information technology and/or continuing education personnel.
- c. Units should develop procedures for the evaluation of distance education.
- d. Faculty involvement in distance education should be voluntary.
- e. Faculty should receive training and support services in the development and delivery of distance education.
- f. Faculty should receive adequate overload remuneration and/or in load course credit for development and/or delivery of distance education, as appropriate as provided for in paragraph 2 in the Letter of Agreement reproduced in Appendix I of the Faculty Agreement.
- g. Paragraph 3 in the Letter of Agreement, reproduced as Appendix I to the Faculty Agreement, addresses intellectual property. The intellectual property aspects of distance education will normally be dealt with as works produced under specific written agreements between a faculty member and Oakland. As provided for in paragraph 3c of Appendix I, the Association will receive copies of these agreements.
- h. Prior to registration, students should receive information concerning distance

education course requirements, including required level of computer hardware and software and prerequisite skill levels.

- i. Students should have access to appropriate training and support for distance education.
 - j. The Academic Computing Committee will be asked to issue a report on the status of distance education and the parties will meet to discuss whether these guidelines should be revised in light of the report.
5. **Special Options**. When, and if, Oakland offers to all its employees special programs such as pre-tax reimbursement accounts or long-term care insurance, faculty members shall 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 114). 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. Oakland has established a Benefits Council to assist in exploring alternative options to current health care insurance plans; and to seek better coordination between staff benefit plans and faculty benefit plans. The Association shall be represented by two individuals on this council. The parties recognize that any changes in health plans suggested by the Benefits Council are subject to negotiations between Oakland and the Association.

If either Oakland or the Association wishes to seek the input of the Benefits Council prior to proposing changes to health plans in negotiations for a successor Agreement to this Agreement, then any such input should be initiated by April 1, 2006, unless later initiation would serve the best interest of the parties. Upon Oakland's receipt of either preliminary and/or final rate changes proposed to take effect January 1, 2007, Oakland will notify the Association representatives on the Benefits Council as soon as reasonably possible.
 9. Paragraphs 38b(7) and 39a of the 1997-2000 Faculty Agreement shall apply to faculty members in the Library and the School of Nursing who were hired as instructors, assistant professors, or continuing visiting faculty prior to September 1, 2000.
 10. Faculty members in the Library and the School of Nursing, who were tenured as assistant professors prior to September 1, 2000, shall retain tenure at that rank.

11. The provisions of paragraph 38d of the 1997-2000 agreement shall apply to special instructors hired prior to September 1, 2000.
12. If Oakland's state appropriations as reflected in the annual higher education appropriations act, as signed by the Governor, for Oakland FY06 exceed the corresponding state appropriations for Oakland FY05 by more than 3%, then the FY06 continuing active faculty salary base will be increased by 0.75%.
13. **Medical Savings Account Match.** Beginning January 1, 2004, Oakland shall provide a medical savings account match for full-time faculty as follows:

January 1, 2004 – December 31, 2004: \$75, if the individual contributes \$75 through \$99 to his/her plan; \$100, if the individual contributes \$100 through \$149 to his/her plan; \$150, if the individual contributes \$150 or more to his/her plan.

January 1, 2005 – December 31, 2005: \$100, if the individual contributes \$100 through \$124 to his/her plan; \$125 if the individual contributes \$125 through \$174 to his/her plan; \$175, if the individual contributes \$175 or more to his/her plan.

14. **Research Incentive Plan.** Oakland University has long recognized the critical importance of recruiting and retaining faculty who excel in research and creative endeavor. Faculty activities in basic research and scholarship advances the frontiers of knowledge and inspires students to similar goals while engagement in creative endeavor correspondingly has a direct impact on society and our commitment to a rich and fulfilling educational environment.

Oakland and the Association further recognize that the scholarly and creative activities of our faculty encompass an extensive variety of disciplines and that professional achievement in all of these areas is crucial to the mission of the institution.

Oakland and the Association also acknowledge that it is especially important to diversify the base of funding which supports these endeavors. While not all areas of faculty expertise have readily available sources of external funding, there are many disciplines where such support is the norm. Oakland and the Association agree that it directly benefits all parties to increase the amount of such funding to help support the institution's collective mission in research and creative endeavor.

To provide additional incentives to stimulate an increase in external funding that generates indirect cost recovery, Oakland and the Association agree to the following funding formulas:

2004-05 if indirect cost recovery in 2003-04 exceeds \$1.2 million, 30% of the amount in excess of \$1.2 million will be allocated to the University Research Committee.

2005-06 If indirect cost recovery in 2004-05 exceeds \$1.35 million, 30% of the amount in excess of \$1.35 million will be allocated to the University Research Committee.

15. **Teaching Effectiveness Incentive Program.** Oakland University and the Association are committed to providing a high quality and challenging undergraduate education that offers our students an enriching and diverse combination of liberal arts, professional education, and cultural and social experiences. Oakland is also committed to excellence in selected graduate programs that strengthen our undergraduate offerings and meet the demands of our community.

To facilitate this goal, Oakland and the Association agree that they will form a joint committee, consisting of three faculty members and three administrative representatives. This committee will gather information from the academic units on ways to improve instructional effectiveness and efficiency. The Committee will develop recommendations subject to approval by both Oakland and the Association.

The benchmark year for this study shall be determined by the committee. Any savings will be treated in the aggregate and shall be determined by multiplying the average savings per FYES by the number of FYES.

These savings shall be distributed as a combination of one-time and base salary adjustments as follows:

2004-05 50% of the savings will be retained on a one-time basis by the university/academic affairs for expenditures to enhance the university's academic mission. The remaining 50% of the savings will be provided to faculty as a one-time incentive (i.e., not to base) in prorated shares; provided, however, that the aggregate distribution not exceed 1% of the 2003-04 continuing faculty salary base.

2005-06 An amount equal to 50% of the 2003-04 one-time distribution to the faculty shall be added to the continuing active base effective July 1, 2004 prior to the calculation of the 2004-05 across-the-board increase.

Once an amount of savings equal to 1.03 * (aggregate savings in 2003-04) is reached in 2004-05, any additional savings will be allocated on a one-time basis as in 2004-05, provided that the aggregate distributions to the faculty not exceed 1% of the 2004-05 continuing active base.

16. Oakland will make every reasonable effort not to lay off special lecturers during the term of their individual employment contract.

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