



OAKLAND UNIVERSITY

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**Below is an extended summary of the key points of the new Tentative Agreement.
It is a three-year agreement.**

Articles and Appendices with no changes (other than pronoun usage) from the 2015-2021 Agreement
1-3, 6, 14, 15, 21-23, 26-33; B-F, H-J, L-M

Article 4. Academic Titles

- The number of credit courses a graduate student may teach is changed from 4 to 6, subject to department chair and dean approval.
- After eight years of service, special lecturers will receive 3-year contracts.
- The new Agreement has language to enable joint appointments which, upon initiation, will have clear division of responsibilities between primary and secondary units and a clear process for review.

Article 5. Association Rights

- Delete 20.a. which is out of date.
- Introduce formula for number of course releases for Association based on number of years of an Agreement.

Article 7. Faculty Employment, Re-Employment, and Tenure

- When Special Instructors are hired, the initial employment prior to job security may be shortened up to three years for prior teaching experience.
- In negative decisions on re-employment, promotion, or tenure, shorten time frame for Oakland to provide a written statement, if requested by the faculty member.
- Update listing of academic units to School of Music, Theatre and Dance, instead of Department as per previous LOA.
- Decisions by CAP are not grievable (as already in the Agreement for FRPC).

Article 8. Layoff and Recall

- The procedures to follow when layoffs are initiated remain intact, but there are changes to circumstances in which they may be initiated.
- Language is added to indicate that the employer shall seek to use attrition, early retirement incentives, etc. to remedy an overstaffing before initiating layoffs.
- Add language affirming that curricular and departmental changes are done by normal curricular mechanisms, not by layoff.

- Periods of notice for layoff are 180 days; Oakland may provide severance for that time period in lieu of the notice.
- Position shift layoff is eliminated from the Agreement.
- Faculty on layoff will retain their oakland.edu email and electronic access to personnel records and the course management system.

Article 9. Discipline and Discharge

- A new paragraph is added (“Non-Disciplinary Limitations on Campus Access”) which outlines the process for when Oakland determines a faculty member must be removed from campus due to threat to health or safety. This paragraph was needed because Oakland has been doing this without a clear procedure and, in the Association’s opinion, without due process.

Article 10. Professional Responsibilities

- A process for review of workload policies, whether initiated by Oakland or the unit, is established with a schedule of deadlines for responses by both academic unit and the administration. The Provost cannot unilaterally impose a workload policy on a unit.

Article 11. Salary for Full-Time Non-visiting Faculty

- Minimum annual salary is set at \$45,000
- Amounts of all Promotion Raises are increased by \$500 from amount in previous Agreement.
- Merit system remains intact. Minimum merit raises in years 1-3 are 0.5%, 0.75%, 0.75%, respectively. A faculty member who does not submit a merit report does not receive a merit raise.
- Full time Salary
 - year 1: 1.25% merit pool + \$500 bonus (not to base)
 - year 2: 1.85% merit pool
 - year 3: 2.00% merit pool
- No funds for market adjustments.
- Formula for summer teaching pay for full-time faculty is the same except the max amount is capped at \$11,000 for a four-credit course.

Article 12. Compensation for Visiting Faculty.

- Retirement contribution for visiting faculty hired before Sept. 1, 2021 is 14%; for all hires after it is 11%.

Article 13. Compensation for Special Lecturers.

- The minimum salaries for Special Lecturers will increase by the same percentage as the annual raise for full-time faculty.
- Employer contribution for Special Lecturers who take health insurance remains the same as in the current Agreement.
- Special Lecturers who teach at least 16 credits over fall, winter, and the prior summer will received a \$500 stipend that can be used pre-tax for retirement or health insurance, or be taken as cash.

Article 16. Insurances

- Employer contribution for full-time faculty, as a percentage of the premium for the lowest cost option, remains at 95% for the first two years of the agreement and then becomes 90% starting in the final year, January 1, 2024.
- LOA on Formularies: a committee consisting of two members from Association and two from Oakland will review prescription drug coverage formularies to choose either a closed formulary plan or open formularies with higher rates for some drugs for Priority Health plans.

Article 17. Tuition Benefit

- The contribution for dependents remains at 10% of the cost of undergraduate tuition. There are restrictions: can only be used for degree-seeking or certificate programs and guest students; cannot be used for repeating a non-repeating course more than a single time.
- Tuition benefit for Special Lecturers increases from 10 to 12 credits.

Article 18. Retirement

- Employer contribution schedule for existing full-time faculty will remain the same.
- Employer contribution schedule for faculty hired after Sept, 1, 2021 will be 11% starting after their first year of service.
- The available plans will be chosen by the fiduciary advised by an Investment Committee. The Association will appoint one nonvoting member to the Investment Committee.

Article 19. Faculty Travel

- Amounts for faculty travel are held at current level.
- Unused funds in year 1 will roll over to year 2.

Article 20. Leaves with Pay

- Paid Parental Leave: Full-time faculty will have up to 12 weeks of paid parental leave (during the academic year) upon the birth, adoption, or fostering of a child.
- Total funds for research fellows increases by \$10,000 each year of the Agreement.

Article 24. Grievance Procedure

- The list of arbitrators for tenure grievances is updated with increased diversity.

Article 25. Guarantee of Rights

- Add to the list of groups protected from discrimination.

Appendix A. Research and Full-Time Adjunct Faculty

- Change title from Full-Time Adjunct to Professor of Practice; those who currently hold the title may choose to keep old title.
- Change the total number of Full-Time Adjunct / Professors of Practice to 55 instead of the current proportional formula.

Appendix G. Location of Personnel Records

- Update to current office in University organizational chart.

Appendix K. Employee Rights...FMLA

- Update with current FMLA poster.

Appendix N. MOA on Market Adjustment Raise Procedures

- Retain appendix, but remove specific years.