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## **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, (c) faculty of the Oakland University William Beaumont School of Medicine (OUWBSOM) and (d) 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. Students progressing toward a degree may engage in academic research or professional library service. Graduate students progressing toward a degree, upon recommendation of the academic unit, and with the approval of Oakland, may teach, but graduate assistants may not teach more than six (6) credits in each of the fall and/or winter semesters and/or summer sessions. Teaching more than four (4) credits requires approval of the applicable chair and dean. 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 solely engaged in externally funded research not as principal investigators and whose salaries are primarily 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 (excluding graduate assistants) is defined as teaching 16 or more credits in a calendar year, at least 8 of which in the aggregate must be taught during the fall or winter semester(s). A person rendering such service shall be titled "special lecturer" and shall be represented by the Association during such period. For the first four years of such service, employment shall be for one year periods, commencing August 15. Commencing with the fourth year of such service, employment shall be for two year periods. Commencing with the eighth year of such service, employment shall be for three year periods. All such employment periods shall be renewable indefinitely. For the purposes of identifying special lecturers, it will be assumed that employees who have taught in the summer sessions immediately preceding the August 15 commencement of the employment period will teach the same number of credits in the following summer sessions.

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 fall/winter semester or summer session 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. The title "emeritus (a) professor" may be awarded to faculty members who are tenured and have at least fifteen years of continuous service at the time of retirement; those whose initial appointments were at the level of associate professor or professor must have been tenured at Oakland University for at least 10 years.

Nominations for the title "emeritus (a) professor" may be made by any department or by any faculty member and submitted to the appropriate dean or director. Nominations initiated by academic units will follow procedures established by the academic unit. The decision to bestow the title is Oakland's and is not subject to grievance.

A professor emeritus(a) shall be listed in appropriate university catalogs; receive, upon request and payment of the processing fee, an identification card indicating emeritus(a) title; be invited to attend all University ceremonies, processions,

commencements and convocations; have the right to attend meetings open to the faculty as a non-voting member.

**14. Primary Appointment.**

- a. Each faculty member shall have a primary appointment in an academic unit, as listed in paragraph 41a (7). Faculty may also formally have a non-primary unit assignment, e.g., a joint appointment. A faculty member shall participate in governance only in the unit of the member's primary appointment unless Oakland and the non-primary unit agree. Oakland shall notify the Association of any such agreement, in writing. Subject to the following, the primary academic unit shall be responsible for decisions or recommendations regarding salary, reappointment, tenure, promotion, leaves, and other perquisites and shall be responsible for securing agreement among the departments or units involved on the sharing of salary and support funds.
- b. When a faculty member is engaged with appointments in more than one academic unit (i.e. joint appointments), the letter of joint appointment (the "Letter") will specify the member's primary and secondary appointments and how teaching, research and service expectations will be apportioned between each unit. These terms must be approved by the applicable dean(s) and both the primary and secondary academic units, and will be considered by the primary unit in its deliberations.
- c. The primary appointment may be transferred subject to the following:
  - (1) 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.
  - (2) A tenured faculty member will maintain the member's tenure status.
  - (3) The faculty member's salary shall be maintained unless the faculty member and Oakland agree to a different salary.
  - (4) Accrued leave eligibility will be retained.
- d. For faculty members with joint or similar appointments, the re-employment, tenure and promotion procedures of paragraph 41 shall apply with the following exceptions:
  - (1) For a faculty member on a joint appointment who holds tenure-eligible faculty rank, reappointment, tenure and promotion matters are to be addressed pursuant to the primary department's or unit's review process

with advice from the non-primary unit(s). Subject to the terms of Paragraph 41.c, the faculty member shall be evaluated for reappointment, tenure and promotion according to the same criteria, by the same committees, and on the same schedule as apply to faculty members in the faculty member's primary unit. The chair/director from the secondary unit, as may be applicable, shall be invited to and may attend, as a non-voting participant, all deliberations regarding the faculty member's review by the primary unit's committee.

- (2) Subject to the terms of the Letter, the review criteria for the faculty member's primary department or unit shall apply; however, a report from the secondary unit evaluating the candidate's work in areas that are apportioned to the secondary unit and described in the Letter will become part of the faculty member's review dossier, along with the Letter, and will be considered by the primary department in making its tenure and promotion recommendations.
- e. An individual who accepts a joint appointment with the OUWBSOM and a unit covered by this Agreement will be subject to the following:
- (1) If the primary appointment is to a unit covered by this Agreement, then the faculty member will be regarded as a bargaining unit member; and
  - (2) If the primary appointment is with OUWBSOM, then the individual will be excluded from the bargaining unit pursuant to Appendix H.

## **ARTICLE V ASSOCIATION RIGHTS**

15. Neither Oakland nor the Association shall discriminate against any faculty member because of his or her membership or non-membership in the Association.
16. **List of Unit.** By each September 1, October 20 and February 1, Oakland shall provide the Association with electronic spreadsheets consisting of:
  - a. the name, date of hire, mailing address, email address, and academic unit of all faculty members. The October 20 and February 1 reports shall also include academic rank, salary, highest degree earned (as reflected in Oakland's official records of the Academic Human Resources Office), phased retirement status, tenure status and adjunct status.
  - b. all non-bargaining unit faculty (name, date of hire, academic unit and salary for teaching) and courses they are teaching.



In addition, any changes to the data above (other than mailing addresses) shall be provided to the Association on the first business day of the month following the change.

17. **Association Membership and Service Fees** All faculty members covered in paragraph 2 may choose to become members of the Association and tender to the Association the periodic dues required for the acquisition and retention of Association membership. Faculty members may also choose to pay the Association a service fee for its bargaining, grievance handling and contract administration services. Faculty members may also opt to not financially support or pay fees to the Association.
18. The authorization of the deduction of Association dues or service fees from the paychecks of faculty members shall be established by filing a signed payroll deduction authorization with Oakland.
19. The Association may provide Oakland with an authorization form for dues or service fee deduction for Oakland to provide to each newly hired faculty member at the same time they are provided with such new hire forms as the W-4 tax withholding forms, the I-9 form and the Payroll Annualization Election Form.
20.
  - a. The parties agree that any provision of any authorization form executed by a faculty member and provided to Oakland prior to the effective date of this Agreement which states that faculty members may be subject to discipline for not paying dues to the Association is hereby null and void.
  - b. Notwithstanding any provision of any current or future authorization form provided pursuant to this Article, any authorization regarding the deduction of Association dues or service fees may be rescinded at any time by any faculty member, by a signed written notice to the Association and Oakland's Academic Human Resources Office. Upon its receipt of such notice, Oakland will cease making deductions for such faculty member as soon as it is administratively feasible, but no later than thirty (30) days after receipt of the notice. Should the faculty member wish to reactivate deductions under this Article, such a request will be processed in accordance with this Article upon Oakland's receipt of a new authorization form.

Faculty members rescinding dues or fee deduction authorization may still have financial obligations to the Association depending on the state of the law at that time, the terms of any agreement they may have signed with the Association, and the effect of applicable State law on the validity and enforceability of those terms and the agreement. Whether such an obligation exists is a matter to be resolved, if necessary, between the faculty member and the Association, without Oakland's involvement.

21. The Association shall provide to Oakland a rate schedule adopted pursuant to its bylaws for periodic Association dues, service 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.
22. **Dues and Service Fees Deductions**. Once monthly during the term of this Agreement, Oakland will, for each faculty member who on the 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 Association dues or service fee 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 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 or service fee deduction or remittance pursuant to this paragraph. The Association is obligated under this Agreement to conduct its dues and service fee collection activities in a constitutional manner and it agrees that it is doing so and will continue to do so.
23. 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 Association dues or service fee deducted from each faculty member from whom dues or fees were deducted. Any claim for refund of any amount remitted to the Association shall be made by the claimant directly to the Association.
24. 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.
25. Nothing in this Article shall be construed to limit the Association in its ability to pursue, through legal means, its right to collect any dues, service fees or assessments which may be due to the Association by any faculty member and which does not involve Oakland. Further, it is understood and agreed that no such action as may be taken by the Association will affect the employment of the faculty member by Oakland.
26. In the event the laws regarding the administration and enforcement of dues deduction or union security changes during the life of this Agreement, including controlling decisions of a court or the Michigan Employment Relations Commission, at the request of either party, the parties will bargain over a desire by either party to change this Article to respond to those legal developments.

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; provided, however, Oakland shall not be required to agree with the Association's legal position or disagree with the legal position of the claimant/plaintiff. 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. For the life of this Agreement, the aggregate amount of all such reductions shall not exceed the total of 13.4 credits or their equivalent times the number of full academic years of this Agreement and rounded to the nearest whole number (e.g. if the contract is for three academic years, the total reductions for the life of the contract would be 40 credit hours). 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 107 through 115, 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 the dean 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, the dean 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) Prior experience at another college or university or at Oakland may reduce the period of untenured employment by up to three years:
      - (a) Unless Oakland and the faculty member agree to a lesser value, fulltime teaching experience at another college or university or at Oakland with visiting or instructor titles 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.
      - (b) Extensive post-doctoral research experience at another college or university or at Oakland or other appropriate professional experience may be counted as prior experience.
      - (c) 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.

- (3) For individuals with two years of prior experience under the provisions of subparagraph 38b (2) above, the initial term shall be waived, the second term shall be three years, and the final term shall be two years.
  - (4) For individuals with three years of prior experience under the provisions of subparagraph 38b (2) above, the initial term shall be waived, the second term shall be two years, and the final term shall be two years.
  - (5) An assistant professor re-employed with tenure shall be promoted simultaneously to associate professor. Faculty members in the Library who were tenured as assistant professors prior to September 1, 2000 shall retain tenure at that rank.
  - (6) 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 (3) 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 (4) 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. Prior experience at another college or university or at Oakland may reduce the total period of employment as a Special Instructor without job security by up to three years to the extent Oakland and the individual agree to a shorter period based on fulltime teaching experience at another college or university or at Oakland with visiting, professor of practice, or special lecturer titles. Such an accommodation shall be reflected in the letter of engagement as a Special Instructor.

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, the applicable 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 the 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. Any extension granted under this provision shall also serve to extend the faculty member's probationary period by a period equivalent to the extension. If the faculty member chooses to grieve a denial of the request, then the timelines in paragraphs 190 through 193 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 the member's 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 the member's 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 D); 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 D.
    - (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 199. 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 the member's 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 have 20 working days to provide the Provost's Office with a written request for a written statement summarizing the reasons upon which that decision is based. Prior to making this request, the faculty member may seek an oral summary of the reasons for the decision. The written statement is to be provided to the faculty member within 20 working days after receipt of a timely request.

If Oakland decides to re-employ a faculty member to a term appointment subject to a subsequent review for re-employment, promotion, or tenure, Oakland shall send the faculty member, within 60 working days of that decision, a statement commenting on the faculty member's record to date and Oakland's future expectations of the faculty member. A copy of the statement shall be included in the faculty member's dossier for the subsequent review.

- (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 Music, Theatre and Dance
- School of Nursing

Department of Art and Art History  
Department of Biological Sciences  
Department of Chemistry  
Department of Communication and Journalism  
Department of English  
Department of History  
Department of Linguistics  
Department of Mathematics and Statistics  
Department of Modern Languages and Literatures  
Department of Philosophy  
Department of Physics  
Department of Political Science  
Department of Psychology  
Department of Sociology and Anthropology  
Department of Writing and Rhetoric

- (8) Prior to each November 1, Oakland shall provide to the Association prior to each review round a list of faculty members who must be reviewed.
  - (9) For the purposes of reviews for re-employment, promotion and tenure, recommendations by departments (and their chairpersons) that are not academic units shall be treated the same as departments that are academic units.
- b. Instructor.

- (1) Oakland shall review a faculty member during the member's 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 preceding the final year of an employment term, Oakland shall notify the faculty member and the applicable 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 the member's 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, the chairperson 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) A faculty member completing degree requirements normally associated with employment as assistant professor in the member's 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.

c. Assistant Professor.

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

The review shall consist of the following steps:

- (a) On or before December 1 of the year preceding the final year of an employment term, Oakland shall notify the faculty member and the applicable 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 the member's 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, the chairperson 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 (4). Oakland shall review a faculty member during the member's first non-tenured term as assistant professor subject to a 38b (4) 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 the member's final non-tenured term as assistant professor to determine whether the faculty member will be re-employed and granted tenure.

The review process shall consist of the following steps:

- (a) On or before December 1 of the year preceding the final year of a faculty member's employment term, Oakland will notify the faculty member and the member's 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 the member's 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, the faculty member 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 cannot 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 cannot take place during the year of notice, then it shall take place on an expedited basis as soon as practical.

- b. In preparation for the re-review, the faculty member may update the member's dossier to provide information on teaching, scholarship and service contributions through October 1 of the year of the re-review; update the status of publications and grant proposals listed in the dossier; and must include any written statements requested from and issued by Oakland per paragraph 41a(5). The CAP and FRPC recommendations rendered during the first review shall be added to the re-review materials. At Oakland's discretion, the academic unit may solicit additional letters of evaluation of the faculty member's scholarship, teaching, and service to add to those received during the review.
- 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 the member's 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.
  - (10) No faculty member shall be entitled to file any grievance against Oakland based upon any policy, procedure, or recommendation adopted, instituted, or implemented by any CAP, and neither shall any faculty member be entitled to file any grievance against Oakland as a result of any act or omission of CAP.
- 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 June 30.
  - (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 the Executive Vice President for 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 193.
- h. Optional or Early 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 the applicable 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, the chairperson 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 the applicable 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, the chairperson 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.

- k. To the extent Oakland's decision in this paragraph 41 is dependent on action by its Board of Trustees, and in the unusual event that the Board of Trustees requires an extension beyond the decision dates in this paragraph, Oakland shall request of the Association an extension. When making this request, if it has not already done so, Oakland shall provide the faculty member and the Association with the recommendation pending before the Board of Trustees. The Association agrees to make every effort to accommodate such requests for extension.

**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 the faculty member's 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 the faculty member's 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 the member 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. The modification of departments generated solely by changes in curricula or in the educational programs or mission of the University is accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply with respect to such actions except to the extent that such modifications or changes result in layoffs under this Article. 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 for reasons stated in paragraphs 48 and 51, below, 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 30 days (unless an extension is agreed to by Oakland and the Association) from the date that Oakland calls for the committee to be established, shall consider such alternatives to layoff as attrition, in-load summer teaching, retraining, retirements, early retirement or other separation incentives, 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.

Faculty members on layoff, throughout their period of recall eligibility, shall retain their Oakland email address, electronic access to their personal and employee information maintained on Oakland University SAIL Information System (or its successor) and ordinary faculty access to university course management systems (such as Moodle or its successors)

47. Oakland may lay off and recall its faculty members and determine the academic unit or units in which such layoff shall occur. Among the circumstances in which layoff may occur is when it is based on an Over-Ratio Layoff, as defined in paragraph 48. 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. Oakland will make every reasonable effort not to lay off special lecturers during the terms of their respective individual employment contracts. For purposes of this Article, a faculty member shall be considered as holding the highest title for which the faculty member 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 52f, g, or h. subsequent to the notification in subparagraph 55, the faculty member will be considered as being in the categories described in subparagraphs 52f, g, or h. for purposes of paragraphs 59 and 60 only.

48. **Over-Ratio Layoff**. For layoffs identified as being due to an over-ratio, 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 B 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 B
	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. **FTE Computations**. For the purpose of determining the possibility of over-ratios under paragraph 48 and/or salary reduction under paragraph 50, 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 semesters immediately preceding the semester in which the computation is made and the semester in which the computation is made.

50. **Salary Reduction from Extreme Over-Ratio Condition.** If the actual number of FTE exceeds the number required by Appendix B 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:

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

Such salary reduction shall remain effective until the FTE computation indicated in paragraph 49, no longer supports a salary reduction. The salary reduction specified in this paragraph will be adjusted so that the effect of the salary reduction will be the same for all faculty members.

51. **Layoffs Due to Other Circumstances.** If layoffs are due to significant isolated declining trend in enrollment over a period of at least four (4) years, or significant financial exigencies, as opposed to over-ratio, and after the process described in paragraph 55 has been applied, Oakland may layoff faculty in the academic units identified by Oakland during that process. A financial exigency as used in this provision is a financial problem sufficiently severe that Oakland concludes that its financial resources for a period of at least two (2) years is such that its ability to offer and support quality programs is seriously in jeopardy and expected to persist. No evaluation period for financial exigency shall begin before the Fall 2021 semester.
52. **Order of Layoff.** Within each affected academic unit, 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. Visiting faculty members;
  - c. Full-time adjunct professors and professors of practice.
  - 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 55f and 55i.

- 53. 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.
- 54. 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.
- 55. **Layoff Procedures**. The following procedures will be used if Oakland institutes a layoff:
  - 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 55a., 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 52, subject to the restraints set forth in paragraphs 52, 53, and 54. 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 55. 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 55b, 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 55b, 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 55a. The academic unit(s) in which layoffs are to occur shall be limited to those specified pursuant to subparagraph 55a and those proposed by the University Senate in an alternative layoff plan pursuant to subparagraph 55c.
- e. Any additional academic units notified under subparagraph 55d because of a modified layoff plan shall comply with the provisions of subparagraph 55b except that the period prescribed in subparagraph 55b shall be seven days.
- f. With respect to academic units notified under subparagraph 55a, following the expiration of the thirty-day period provided in subparagraph 55b, 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 55b, within 15 days, Oakland shall submit its own order of layoff to FRPC.
- g. With respect to academic units notified under subparagraph 55d, following expiration of the seven-day period provided in subparagraph 55e, within 15 days Oakland shall follow the provisions of subparagraph 55f.
- h. If Oakland submits an order of layoff to FRPC pursuant to the provisions of subparagraph 55f, 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 55h, 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 55f or within 30 days of Oakland's submission of an order of layoff to FRPC pursuant to subparagraph 55h, 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 55, 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.
- l. Full-time faculty members laid off pursuant to this Article normally shall be entitled to notice period of 180 days prior to the commencement of their layoff. Oakland may choose at any time to pay a faculty member all amounts of pay due under this Article in lieu of working during the notice period or a portion of the notice period. In cases of unforeseen circumstances triggering a need for more immediate action, these notices may be issued with at least 30 days' notice prior to the layoff commencement.

**56. Notice Period Work.**

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.

**57. 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 computed on a pro rata basis. The proration of annual salary shall be as described in paragraph 73.

**58. Salary Entitlement after Layoff.** Laid-off faculty members who were approved by Oakland for titles in categories f. through i. of paragraph 52 on the date Oakland notified the Association of its intention to institute a layoff under subparagraph 55a, 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 quarter of regular annual salary at the rate in effect on the date layoff commences if they have executed a binding waiver of recall and other rights under this Agreement as part of a separation agreement/release in the form presented by Oakland.

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

- a. Faculty members holding titles specified in subparagraphs 52c, 52d, and 52e. 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 52f 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 52g, 52h, and 52i. 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 Executive Vice President for Academic Affairs and Provost 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 Executive Vice President for Academic Affairs and Provost 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, the faculty member 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 59 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 who are able to teach the offered curriculum 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.

**60.** 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 all laid off faculty members by email, with copies to the Association, of any full-time faculty employment opportunities, prior to the actual posting of the positions.
- b. Within 15 days of such notification, faculty members who desire to be considered for any such employment opportunities shall, in writing, notify Oakland and the relevant academic unit(s) of their desire to be considered.
- 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 the faculty member's 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. The faculty member's status shall be maintained. The initial salary in the new academic unit shall not be less than the member's 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 59 retains his or her recall rights in the academic unit from which the faculty member was laid off.
  - g. Failure of Oakland to recall a faculty member recommended by an academic unit or by FRPC under this paragraph 59 shall not be grievable.
- 61.** A full-time faculty member who (a) has received notice of layoff pursuant to paragraph 55 but has not yet been laid off, or (b) has been laid off and is eligible for recall under paragraph 59 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.
- 62. Reserved**
- 63. Reserved**
- 64. Reserved**

## **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.**

- a. 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.

- b. A faculty member being evaluated who concurs with (a) and (b) in paragraph 67a, within 15 days of Oakland's written communications to the faculty member may object to having further review by FRPC, and Oakland may not then request FRPC to review the charges.

**68. Non-Disciplinary Limitations on Campus Access.** Oakland may remove or otherwise limit a faculty member's access to campus and/or technology if Oakland determines that the faculty member poses a threat to the health or safety of the faculty member or others. Unless Oakland believes that the threat is imminent or immediate, or that there are other exigent circumstances, then Oakland will provide the faculty member and the Association notice of the intent to remove, and an opportunity to respond, prior to the removal. Otherwise, Oakland will provide the faculty member and the Association with notice, and an opportunity to respond, within 14 calendar days after the removal when administratively feasible and when Oakland's representative, the faculty member and the Association's representative are available, or as otherwise agreed to by Oakland and the Association. At Oakland's option, the notice may be provided in person, electronically, via mail or via delivery service, and the opportunity to respond may be provided in person, on-line, by video or by telephone. Oakland will use reasonable efforts to provide notice to the Association prior to or at the same time as the faculty member.

## **ARTICLE X PROFESSIONAL RESPONSIBILITIES**

- 69.** The professional responsibilities of the faculty are consistent with the mission of the university and include teaching, research and creative activity, and service. Active participation in all three aspects of the workload is the standard for Oakland University faculty.

Each academic unit shall have a Workload Policy that details the expectations and responsibilities of the academic unit in all three areas: teaching, research and creative activity, and service. The Workload Policy, which is subject to the approval of Oakland, is developed and reviewed by the academic unit in consultation with the appropriate dean or director.

Workload Policies shall be reviewed upon request by Oakland at least once every five years. In such cases, Oakland will notify the academic unit by

September 15<sup>th</sup> of the academic year in which the review is to take place. Standard teaching obligations may be expressed in terms of credit hours, contact hours, courses, or a combination thereof, appropriate for the unit. By the following December 15<sup>th</sup>, the unit shall provide its dean or director with the outcome of its review and any present changes desired by the unit. By January 31<sup>st</sup>, the dean or director may accept or reject the outcome of the review. If the recommendations in the review are rejected, the reasons for the rejection should be articulated and the review will be sent back to the unit for further consideration. The unit shall then provide the dean or director with an updated version of its conclusions and recommendations within thirty (30) days after its receipt of the rejection. The dean or director may then accept or reject the outcome of the reconsideration. If the outcome presented is rejected, then the dean or director will convene a meeting(s) during the following thirty (30) days the dean or director and academic unit representatives may meet to discuss the differences and attempt to resolve those differences. The unit may have its chair (or other unit-designated faculty member in units without chairs) and up to three other faculty members serve as its representatives at the meeting(s).

If the dean or director accepts the unit's initial recommendation, that recommendation shall be presented to the Provost for review and approval. If the initial recommendation of the unit was rejected, but through the above consultation process the differences are resolved, the agreed to version shall be presented to the Provost for review and approval. If the differences are not resolved, then the director or dean, as well as the unit, will present drafts of a policy for the Provost's review and approval.

The Provost may accept or reject any or all of the versions presented. If the Provost does not accept any version(s) presented, the Provost will provide the reasons for the rejection, in which case, during the following thirty (30) days, the Dean or Director and the unit representatives will meet towards revising the policy to accommodate the Provost's concerns and provide the Provost with either an agreed upon policy or their respective versions for the Provost's final review. If the Provost does not approve a version as presented, the Provost will meet with the Dean or Director along with the unit chairperson and one other member of the unit to discuss the areas of the Provost's concern, to better understand the respective parties' concerns, and to try to mutually resolve them.

An academic unit also may submit a written request to Oakland to revise its workload policy. If the unit concluded that changes are needed, it must deliver the report of its review and requested changes by December 15<sup>th</sup> of the academic year in which the review is conducted. If Oakland does not approve of any or all of the revised workload policy, it shall respond with its reasons in writing by the following January 31<sup>st</sup>. If Oakland requires more time for its review, though, it may extend the period to respond by thirty (30) days. If Oakland does not accept the proposed revised workload policy, the academic unit may then, within the following forty-five (45) days, submit another proposed policy, to be

reviewed by Oakland as described above, or keep its existing workload policy until a review is subsequently triggered under this Paragraph 69. If a newly revised version is submitted, then Oakland shall either approve or disapprove that version within forty-five (45) days after the new submission.

Workload policies should be consistent with the academic unit's approved Review Statement and the procedures used to assign merit salary increases.

The Association shall receive copies of all approved Workload Policies within thirty (30) working days of Oakland approval.

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 of Full-Time Faculty**. Recognizing that Oakland University is a faculty member's full-time employer, faculty members may engage in compensated outside professional activities, provided such activities do not interfere with satisfactory performance of the faculty member's work obligation. If Oakland determines that such activities conflict with the satisfactory performance of the faculty member's obligations, 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 the dean or director in units without chairpersons, of compensated outside professional activity, including self-employment, by October 1 each year (see Appendix E for recommended 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. Types of activities that need not be reported include, but are not limited to, book royalties; fees for peer review, honoraria, or speaking fees; and reimbursement for travel to/from professional conferences.
- 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 with any outside employer shall notify the employer in writing within 30 days of employment 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.

For the purposes of calculating the daily pay rate for faculty, the period of full-time service begins two days before the start of classes in the Fall semester and extends through the last day of final exams of the Winter semester.

- 74.** **Regular Annual Salary.** Each faculty member's regular annual salary shall be paid in monthly installments equal to one-ninth (1/9) 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 April 30. This pay distribution does not change the effective dates of appointments contained in this Agreement. The minimum salary will be \$45,000.
- 75.** On August 15 during each year of this Agreement, except for faculty members first assigned a salary effective on or after January 1 of the prior academic year,

each faculty member shall receive any applicable annual salary adjustment as provided in Paragraphs 77 and 81 of this Agreement.

**76.** Oakland may increase the salary of a faculty member at any time. Such salary increases are permanent. 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 subparagraph shall not be grievable.

**77.** A faculty member will receive a \$2,500 raise in salary when promoted from special instructor to special instructor with job security; a \$3,300 raise in salary when promoted from instructor to assistant professor or from special instructor with job security to associate professor; a raise of \$5,500 from assistant professor to associate professor; and will receive a \$8,000 raise in salary when promoted from associate professor to professor. These salary increases are in addition to increases provided under paragraph 81.

The letter of offer to faculty members hired as associate professors without tenure shall state that they are not eligible for a promotional raise in salary when they are awarded tenure.

**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 134 or 183. 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.** **Merit Pay Groups.** Merit pay as provided under paragraphs 80 and 81 shall be distributed among the faculty in each of the following 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
- School of Nursing
- College of Arts and Sciences - Science and Mathematics, consisting of the departments of Biological Sciences, Chemistry, Mathematics and Statistics, and Physics

- College of Arts and Sciences - Humanities, consisting of the departments of Art and Art History; History; and Philosophy and the School of Music, Theatre and Dance.
- College of Arts and Sciences - Social Science, consisting of departments of Political Science; Psychology; and Sociology, Anthropology, Social Work and Criminal Justice
- College of Arts and Sciences - Language and Literature, consisting of the departments of Communication and Journalism, English, Linguistics, Modern Languages and Literatures, and Writing and Rhetoric

80. **Merit Salary Increases.** Each academic unit shall develop a Performance Rubric and a Merit Application Form for the purposes of assigning annual performance scores on a whole number scale from 1 (low) to 5 (high). The Performance Rubric, which is subject to approval of Oakland, shall be developed and reviewed by the academic unit in consultation with the appropriate dean or director. The Performance Rubric shall be consistent with the academic unit's approved Review Statement and Workload Policy.

Proposed Performance Rubrics and Merit Application forms shall be submitted to the applicable dean by December 15. By January 31, Oakland shall either approve the documents as submitted, or return them with suggested revisions to the academic unit for reconsideration. If necessary, the academic unit shall submit revised documents by February 28. If Oakland does not approve the revised documents by March 15, Oakland shall meet with the chair, or designated faculty member in units without chairs, to resolve the differences. If an agreement cannot be reached by April 1, the final documents shall be as last provided by Oakland.

Revision and re-approval of an academic unit's Performance Rubric and Merit Application Form may be initiated by either Oakland or the academic unit, and shall follow the procedures and schedule described above. Absent a request for revision or reapproval, the previous year's Performance Rubric and Merit Application Form shall remain applicable. The Association shall receive copies of all approved Performance Rubrics within thirty (30) working days of Oakland approval.

- a. By May 15 of each year, each faculty member shall submit to their department chair (or other unit-designated faculty member in units without chairs) and Oakland an annual activity report, using the approved Merit Application Form and consistent with the approved Performance Rubric. The activities reported shall be limited to those from the previous May 1 through April 30.
- b. By June 1 of each year, each academic unit shall provide Oakland with a proposed performance score for each faculty member in the academic unit by applying the unit's Performance Rubric to the contents of the faculty

- member's activity report. Oakland shall consolidate the scores into the appropriate merit pay groups of paragraph 79.
- c. The performance scores shall be used by Oakland to distribute merit salary increases. Oakland, in consultation with the department chairs (or other unit-designated faculty member in units without chairs) within each merit pay group may modify the performance score assigned to any faculty member by one whole number. Any score modification must be communicated by Oakland before June 20 to the affected faculty member in writing with justification based on the faculty member's approved Performance Rubric and submitted activity report. Any faculty member whose score is modified downward may appeal the modification to the appropriate dean or director in writing within 5 business days of receiving notice.
  - d. In the event that Oakland wishes to adjust more than 20% of the proposed performance scores from an academic unit, Oakland shall give the academic unit a single opportunity to reconsider the proposed performance scores. The request for reconsideration shall be made before June 20 and be accompanied by Oakland's suggested adjustments. A revised set of proposed performance scores, if any, shall be submitted to Oakland before July 5. In the event that Oakland wishes to adjust more than 20% of the set of revised performance scores, Oakland may modify any performance scores in that set without restriction; otherwise Oakland may modify performance scores in that set subject to the restriction in subparagraph c above.
  - e. Once all appeals have been reviewed and acted upon, Oakland shall distribute the entire merit pool defined in paragraph 81 within the merit pay group such that
    - 1) the maximum percentage merit salary increase received by any faculty member in the merit pay group is at most twice the merit pay increase shown in paragraph 81,
    - 2) the minimum percentage merit salary increase received by any faculty member in the merit pay group shall be 0.5% in 2021-2022 and 0.75% in 2022-2023, and 0.75% in 2023-2024;
    - 3) if the faculty member did not participate in that process, then the faculty member shall have a merit score of zero and not be entitled to any merit salary increase;
    - 4) faculty members with the same final performance score in the same merit pay group shall receive the same percentage merit salary increase, and



- 5) faculty with higher final performance scores in a merit pay group shall receive larger percentage merit salary increases than those with lower performance scores in the same merit pay group.
  - f. Assignments of merit salary increases under this Agreement shall be made on or before July 31 preceding the academic year to which they apply. The performance scores and merit salary decisions made pursuant to this paragraph 80 are not grievable.
- 81.** The total salaries for faculty members in a merit pay group, excluding the salary of chairperson(s), must equal the salary pool assigned to the merit pay group, which consists of the prior year salaries of the faculty members in the merit 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. 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 the faculty member's salary shall be adjusted to include the across-the-board, and contractual merit increases for the period of the leave without pay, if the purpose of the leave was directly related to the faculty member's employment at Oakland. For the years covered by this Agreement, the total increases are as follows:

Year

2021-2022	1.25% merit pool (not retroactive, per law), plus a one-time lump-sum of \$500 to full-time faculty
2022-2023	1.85% merit pool
2023-2024	2.00% merit pool

- 82. Reserved.**
- 83. Reporting.** On or before August 20 of each year, Oakland shall report to each continuing faculty member, with a copy to the Association, (1) the faculty member's prior year's base salary; (2) the values of any raise component (e.g., across-the-board, market adjustment, merit and promotion) assigned to the faculty member; (3) the faculty member's base salary for the following academic year; (4) the faculty member's performance score used for awarding a merit increase, if any; and (5) the percentage increase allocated for each of the performance scores within the faculty member's merit pay group. Faculty shall have the right to meet with their dean or director to discuss their performance score and actions that can be taken to improve future performance.
- 84. Base Salary for Chairpersons.** Faculty members designated by Oakland to act as chairpersons will be eligible to receive across-the-board and merit salary

increases, if any, each year. 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. Any merit salary increases will be assigned at the sole discretion of Oakland. The distribution and assignment of merit pay increases to chairpersons shall not be 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 the faculty member's 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 semester, plus one-half the number of part-time faculty members as of the prior October 1, 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 semester, plus one-half the number of part-time faculty members as of the prior October 1.

The determination of "y" and "z" will be made by Oakland by September 1 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; each of the two eight-week summer sessions=1/6.
- 86.** Each chairperson shall have the option to teach one course section during the spring or summer session provided a course that the chairperson 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 by September 10 and will not be grievable.
- 89. **Summer Rate of Pay.** A faculty member who teaches credit courses during a summer session shall receive additional pay. For each section of four credits, the pay will be the amount shown below plus eight and one-half percent (8.5%) of the faculty member's regular annual salary, up to a maximum as shown below.

	<u>Amount</u>	<u>Maximum</u>
2021-2022	\$4,300	\$11,000
2022-2023	\$4,300	\$11,000
2023-2024	\$4,300	\$11,000

The figures above and regular annual salary are those determined under this article for the academic year preceding such summer session. 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 summer sessions shall perform related professional responsibilities. Whenever possible, courses in the summer sessions will be taught by bargaining unit faculty members.

- 90. Departments or schools wishing to schedule 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 summer, this Agreement shall be interpreted as follows:
  - a. References to summer sessions in paragraphs 89 and 98 and in item #6 of Appendix B, shall be replaced by "off-term."
  - b. References to fall/winter and academic year in paragraphs 91 and 94 shall be adjusted to reflect the change in regular service schedules.

- c. Item #2 in Appendix B 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.
- 91.** Except as noted in paragraph 94, 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 the faculty member believes does not provide an appropriate time break between assignments, then the faculty member may request a conference with the dean or, if the dean has determined the schedule, with a representative from the Office of the Executive Vice President for Academic Affairs and Provost.
- 92.** **Online/Distance Instruction.** Faculty may voluntarily engage in the development and delivery of courses for credit to be delivered online, through distance learning methods, using technologically innovative methods and/or through the use of emergent technology. Oakland shall notify the Association of credit hours delivered by such courses, and of arrangements made for the internal/external delivery of Oakland credits by these courses.

The following shall apply to online/distance instruction:

- a. Faculty members shall develop online/distance learning credit courses that are at least of the same quality and rigor as similar courses for credit delivered by historically traditional means.
- b. The development, review and approval processes for each online/distance learning course for credit shall be the same as the development, review and approval processes for courses for credit delivered by historically traditional means.
- c. Faculty may receive stipends to develop new courses. In addition, Oakland and individual faculty members may enter into written agreements for experimentation with 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. The Association shall receive copies of all such agreements within 30 working days of signing.
- d. The delivery of such courses shall be consistent with the Workload Policy of the faculty member's academic unit.

93. **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. At the beginning of each fall semester Oakland shall supply the Association with this list of all current intellectual property agreements. The faculty member shall have the right to share a copy of the agreement with the Association.
94. **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

95. Paragraphs 95 through 100 apply only to visiting faculty.
96. 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.

- 97. 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.
- 98. **Summer Rate of Pay.** A visiting faculty member who teaches credit courses during 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 summer shall perform related professional responsibilities.
- 99. **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.
- 100. **Retirement.** A visiting faculty member may participate in the retirement programs in paragraphs 130 after two full years of service as a visiting faculty member. Oakland may waive all or part of the service requirement. For visiting faculty members, Oakland shall contribute to said plan, over and above all other compensation, 11% of the salary paid to the visiting faculty member under the provisions of paragraphs 95-97 during their third and fourth years as a visitor unless the visiting faculty member was first employed on or before September 1, 2021, in which case the amount will be 14%.

**ARTICLE XIII  
COMPENSATION FOR SPECIAL LECTURERS**

**101. Salary for Special Lecturers.**

- a. The minimum salary per credit hour taught for faculty members employed as special lecturers will be determined by the aggregate number of years of prior experience as a special lecturer, as shown below.

	less than <u>4 years</u>	<u>4-7 years</u>	<u>8+ years</u>
2021-2022	\$1,353	\$1,459	\$1,573
2022-2023	\$1,378	\$1,486	\$1,603
2023-2024	\$1,405	\$1,516	\$1,635

- 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. Summer sessions do not apply toward this compilation.

**102.**

- a. Special lecturers are eligible to participate in the medical, dental and optical programs described in paragraphs 107 through 110, 114 and 115 for the year of appointment. For each enrolled special lecturer, Oakland shall make a monthly contribution equal to 65% of the premium cost of the least expensive HMO plan referenced in paragraph 110, and 65% of the premium cost of the dental and optical insurance coverage referenced in paragraphs 114 and 115. 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.
- b. For each year of this contract, only, Oakland shall pay a one-time lump-sum \$500 stipend to each special lecturer who taught at least a combined total of 16 credit hours during the immediately preceding regular academic year (Fall/Winter) and the summer prior to that academic year. Payment of this amount shall be made by April 30 of the applicable academic year.

- 103.** A special lecturer shall be eligible to take up to twelve (12) credits per year during his or her current term of appointment under the provisions of paragraph 129.

**ARTICLE XIV  
DURATION OF SALARY**

- 104.** 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 twelve monthly installments pursuant to Article XV.

**ARTICLE XV  
FACULTY SALARY PAYMENT OPTION**

- 105.** Any full-time faculty member may elect a twelve-month pay option by filing the appropriate form with Oakland by August 10 for the following academic year. Thereafter, the faculty member shall continue on the twelve-month pay schedule unless the faculty member advises Oakland prior to August 10 of any subsequent year that the faculty member desires to revert to the regular nine-month basis.

A faculty member exercising this option will have regular annual salary divided into twelve equal monthly installments, with the first payable on August 31.

## **ARTICLE XVI INSURANCES**

- 106.** 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 and Compensation Services office or through the University Human Resources Benefits web site. Faculty may access information regarding their personal benefit programs through Oakland's online service (SAIL).

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, in which case coverage will end at the end of the month in which employment terminates. Faculty whose appointments begin at other times of the year should confirm the starting dates of their insurance coverages with the Benefit and Compensation 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. Oakland may offer alternative plans to those described below, so long as benefits are similar to those provided under the plans described below.

- 107.** Employees are eligible to participate in comprehensive health insurance plan options as described in paragraphs 108, 109, and 110 below.

For each enrolled full-time faculty member, Oakland agrees to a monthly benefit contribution equal to ninety-five (95%) percent through December 31, 2023, and ninety (90%) percent effective January 1, 2024, of the least expensive Health Maintenance Organization outcomes/improvements-based plan described in paragraph 110, for the respective level of coverage (single, two-party, or family).

To the extent the monthly cost of the selected health care plan exceeds Oakland's contribution as described above, Oakland will deduct the additional cost through payroll deduction. The monthly cost of the health care plan that exceeds Oakland's contribution will be treated as a Premium Conversion under section 125 of the Federal Internal Revenue Code.

Payment for benefits by the prospective insurers under the plans offered is by



“reasonable and customary” schedules or according to schedules negotiated with the preferred providers of these services.

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 107. If any plan is likely to be deemed a “Cadillac Plan” under the Affordable Care Act as of January 1, of any given year, then that plan will no longer be offered by Oakland as of January 1, of that year.

No changes shall take place in the plans listed in paragraphs 108 through 110 during the period of this agreement without consultation with the Association; changes not mandated by the insurance providers may only be implemented with consent of the Association.

**108. Blue Cross Standard Plan. Reserved**

**109. Community Blue PPO.**

Oakland offers participation in Blue Cross/Blue Shield - PPO or an essentially similar plan.

The True Out-of-Pocket Maximum (which includes the deductible, coinsurance maximum and flat dollar copays, as required by the Affordable Care Act) is set by the Federal government.

When services are provided by a Preferred Plan provider, the PPO Plan pays eighty percent (80%) in accordance with a fee schedule as established by the PPO Plan after deductibles, and the participant is responsible for the remaining charges. If services are received from a provider who is not a member of the Plan network, the PPO pays sixty percent (60%) in accordance with a fee schedule as established by the PPO Plan after deductibles, and the participant is responsible for the remaining charges. Specific policy terms are those in the executed insurance contract with the PPO Plan.

**110. 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. In calendar year 2016 two outcome based HMO plans are to be offered: Priority Health’s Health by Choice HMO, and BCN’s Healthy Blue Living HMO, or essentially similar plans. Both of these HMO plans will offer two levels of benefits – Enhanced and Standard. The chart below contains the key features of these two HMO plans. A summary chart of these plans is also provided in Appendix M, for informational purposes, only (and shall not be the basis of a grievance). Additional information, including how members qualify for the level of coverage, will be provided in the annual open enrollment materials that are**

distributed to each eligible faculty member. Both of these HMO plans shall contain riders for Other Eligible Adults including Dependent Children of Other Eligible Adults.

	Enhanced	Standard
Deductible (Single/Family)	\$0	\$200/\$400
Co-Insurance	N/A	80%/20%
Out-of-Pocket Max (including deductible)	N/A	\$2,000/\$4,000
Office/Urgent Care Co-Pay	\$20	\$30
*Prescription Co-Pay		
Generic	\$7	\$10
Preferred Brand Name	\$15	\$20
Non-Preferred Brand Name	\$30	\$50

\*The Priority Health Standard Prescription co-pay matches the Enhanced Prescription co-pay.

The True Out-of-Pocket Maximum (which includes the deductible, coinsurance and flat dollar copays, as required by the Affordable Care Act) is set by the Federal government.

Information about Plan benefits, plan design and open enrollment materials may be obtained from the Benefit and Compensation Services office and available on-line at the website, and will be provided by the medical carriers. All benefits of the HMO plans are subject to specific HMO policy provisions and the Group Operating Agreements between Oakland and the HMO.

- 111. 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 107-110 automatically shall be considered to have elected participation in the pre-tax medical insurance premium payment plan to the extent permitted by law.
- 112. **Flexible Spending Accounts.** Oakland shall provide flexible spending accounts for health care reimbursement and/or dependent care reimbursement for full-time faculty members.
- 113. **Medical Waiver Payment.** A full-time faculty member who chooses not to participate in any of the medical care coverage options described in paragraphs 108, 109 or 110 will be paid \$1,000 annually, on a monthly basis dependent on their pay schedule. Oakland, at its sole discretion, may increase this payment.

To be eligible, the faculty member must complete a medical waiver payment form at the time of hire or during a period of open enrollment. The medical waiver form shall include a statement attesting to the faculty member's participation in another medical insurance plan. The medical waiver payment form and medical coverage statement shall remain in force until changed by the faculty member.

The faculty member may enroll in one of the plans described in paragraph 108, 109 or 110 during the plan year if the member experiences a qualifying life event. Such events are defined by IRS statute 1.125-4 and may include (without limitation) changes in legal marital status, number of dependents, employment status, dependents satisfying or ceasing to satisfy eligibility requirements, residence, and adoption assistance. Proof of the qualifying life event will be required for enrollment. Enrollment must occur within 30 days of the loss of other coverage.

- 114. Dental Insurance.** A full-time faculty member shall have the right to enroll upon initial employment for either single, two-party or full-family coverage under the Delta Dental Plan or an essentially similar plan, providing one hundred percent (100%) of the cost of in-network class I and class II benefits if by the plan's approved participating provider (and 50% otherwise). 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. Charges for preventative and diagnostic services will not count against the \$1,000 annual maximum benefit. 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.
- 115. Optical Insurance.** Faculty members have the option of selecting the A-80 optical coverage through Blue-Cross Blue-Shield plan (or essentially similar plan), or the Davis Optical plan (or essentially similar plan) offered to other Oakland employees. Oakland shall provide this coverage at no cost to the faculty member.
- 116. 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. Oakland will pay the full cost of such coverage.
- 117.** For those faculty members enrolled in the insurance program described in paragraph 116, 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 the member's compensation.
- 118. Travel Accident Insurance.** Oakland shall provide all full-time faculty members travel accident insurance coverage. 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.

119. **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.
120. **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.
121. **Long-Term Disability Plan.** Oakland shall provide long-term disability insurance to all full-time faculty members through UNUM Insurance or equivalent coverage underwritten by any other company. Subject to policy conditions, after 180 days of total disability the benefit will be sixty percent (60%) of the faculty member's covered monthly salary, but not to exceed \$5,000 monthly and attendant retirement program coverage to the selected vendor (if enrolled). Policy conditions include up to 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.
122. **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, flexible spending account information, optical insurance, 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 Workers' Compensation, Unemployment Compensation and Social Security (FICA). Information about these programs may be obtained from the respective agencies. Prior to the period of open enrollment, Oakland shall mail such descriptions to participating retired faculty members.

- 123.** Subject to the provisions contained in this Article XVI and paragraph 211, medical, dental, and optical insurance coverage are available to those faculty members, dependents, and Other Qualified Adults and Dependent Children of Other Qualified Adults (see APPENDIX J) subject to the applicable definitions, terms and conditions contained in Oakland's respective third-party insurance plan contracts, including without limitation those terms and conditions applicable to eligibility, coverage, preconditions and administration. Oakland will impute income, withhold taxes and otherwise account for the provision of all medical, dental, and optical insurance coverage as required by federal or state law or regulation, or the decision of any court of competent jurisdiction or administrative agency having jurisdiction.
- 124.** Oakland shall deliver electronically to 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, optical coverage, dental plan coverage, travel accident insurance, group life insurance, multiple option base and supplemental retirement plans, and long-term disability insurance.
- 125.** Reserved.
- 126.** Reserved.
- 127.** 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 117). 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.

## **ARTICLE XVII TUITION BENEFIT**

- 128.** **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. The University will waive 100% of the tuition costs. This benefit shall not apply to the programs of the OUWB School of Medicine, Executive MBA, and Oakland University-Beaumont Graduate Program of Nurse Anesthesia and other programs similarly subject to formal alternate tuition structures. Cost of books, travel, and other expenses are not waived and must be borne by the faculty member. Any credit hours generated by such enrollments under the provisions of this paragraph shall be excluded from the calculations in Appendix B. A faculty member who voluntarily terminates employment with Oakland within one (1) year of completing a course in which the faculty member was enrolled under this paragraph shall pay Oakland the full amount of tuition for each such course so enrolled during that year within thirty (30) days of the last day of employment.

**129. Tuition Waiver Benefit.** The spouse of any faculty member, dependent children, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults (see Appendix J), if admitted to the University through its normal procedures, and must be accepted into a degree or certificate granting program at the University or as a guest student. For the purpose of this paragraph 129, the Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply. 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, dependent children, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults (see Appendix J) 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 of a retired faculty member and/or Other Qualified Adult and Dependent Children of Other Qualified Adults (see Appendix J), if such child was enrolled and attending classes in the academic year session or semester immediately preceding the retirement date of the faculty member. The tuition waiver for the dependent child shall be available for up to five (5) years from the date of retirement or until the completion of the degree for which the child was enrolled, whichever first occurs.

Oakland shall waive the applicable tuition. Cost of books, travel, and other expenses are not waived and must be borne by the faculty member. The student shall be charged a fee proxy equal to ten (10%) percent of the in-state lower division undergraduate tuition rate for the number of credits enrolled. Program specific fees shall be the responsibility of the student. Any credit hours generated by such enrollments shall be excluded from the calculations in Appendix B. Waivers may be used for courses designated as repeatable for credit (e.g., as per the 2021-2022 Undergraduate Catalog for MGT 4900 Seminar: Current Business Topics, which is a variable credit course that can be repeated for a total of 8 credits), but in no event for repeating a course more than once for the purpose of either grade improvement or after a formal withdrawal from a course (as recorded by the Registrar). The only exception to the proscription on using a waiver for grade improvement or withdrawal is that the student may use the waiver to retake a course on only one occasion as an Oakland student.

A special lecturer may transfer all or part of the special lecturer's tuition waiver benefit described in paragraph 103 to the special lecturer's spouse, dependent children and/or Other Qualified Adult and Dependent Children of Other Qualified Adults (see Appendix J) subject to the other terms of this paragraph.

The tuition waiver shall not apply to the programs of the OUWB School of Medicine, Executive MBA, and Oakland University-Beaumont Graduate Program of Nurse Anesthesia and other programs similarly subject to formal alternate tuition structures. If isolated courses or modules for credit are developed by the School of Medicine, they may be eligible for the tuition waiver benefit.

## **ARTICLE XVIII RETIREMENT**

**130. Multiple Option Retirement Program.** Oakland shall offer a Multiple Option Retirement Program for all full-time faculty members, except as noted in paragraph 139. Oakland shall contribute to the Multiple Option Retirement Program as follows:

a. For full-time faculty eligible for retirement contributions as of September 1, 2021 as a full-time faculty member, the following shall apply:

(1). 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 fourteen percent (14%) of the salary paid to each faculty member under the provisions of paragraphs 74-88; and shall pay contributions as provided in paragraph 153.

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 fifteen percent (15%) of the salary paid to each faculty member (as defined above) for the next two years of the faculty member's employment term.

(2). 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.

(3). For other participating faculty members: Oakland shall contribute to said plan, over and above all other compensation, an amount equal to sixteen percent (16%) of the salary paid to each faculty member under the provisions of paragraphs 74-88; and shall pay contributions as provided in paragraph 153.

b. For all full-time faculty hired with appointment effective after September 1, 2021, Oakland shall contribute to said plan, over and above all other compensation, an

amount equal to eleven percent (11%) of the salary paid to each such faculty member under the provisions of paragraphs 74-88 commencing after one full year of service as a full-time faculty member; and shall pay contributions as provided in paragraph 153.

Oakland will sponsor defined contribution retirement plan(s) providing for: (i) employer contributions as provided in this Agreement; and (ii) participant elective deferrals up to the maximum allowed by law. The plan(s) will include multiple participant investment options spanning the risk spectrum. Oakland will provide the Association with at least 30 days' prior written notice of any proposed changes to one or more of the plans. The Association will appoint one non-voting member to the Investment Advisory Committee which advises the fiduciary.

**131. 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 130 above, subject to conditions established by the respective companies. During the period of reduced work schedule (paragraph 134), to the extent allowed by the plans, faculty may withdraw the funds in their supplemental retirement plans, if any, and bear the costs of any applicable penalties and taxes.

**132.** 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 135 and 136 do not apply.

**133.** 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.

**134. Reduced Work Schedule Prior to Retirement.**

a. 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.

- b. Only the following provisions of Article XVI are applicable during the period of the reduced work schedule unless specifically agreed upon by Oakland and the faculty member: paragraphs 106-110, 112 (excluding any Oakland match), 114-120 and 121 (based on reduced work schedule salary). The faculty member may also participate in any legal services benefits offered by Oakland to faculty at the faculty member's sole expense. All benefits referred to in this paragraph shall be offered to the extent allowed by the applicable plans and law.

**135. 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 (including off-campus access to library resources, as available to active faculty members and as otherwise economically and technologically feasible) and e-mail 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 129.

**136.** Retired faculty members shall be entitled to participate in the health care coverages in paragraphs 107, 108, 109, or 110 and 115. Oakland's contributions to such coverage are specified in paragraphs 137 and 143. 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 107, 108, 109, or 110 and 115).

- 137.** For faculty members who retired between January 1, 2001 and September 1, 2006, or have committed to a phased retirement approved prior to August 14, 2006, Oakland shall contribute toward retiree medical and optical benefits as follows:
- a. Oakland's contributions to retiree medical and optical insurance shall be limited to those individuals who retired with 25 years of service at any age or with 15 years of continuous full-time service and attained at least 62.
  - b. Until the retired faculty member reaches age 62, he or she will be responsible for all costs.
  - c. For those retired faculty members who have reached the age of 62, Oakland shall make a contribution toward the health care coverages as provided in paragraphs 107, 108, 109, or 110 and 115. This contribution shall be subject to the limitations of paragraph 107, 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 Benefit and Compensation Services office prior to coverage. Oakland's contribution shall end when and if the retiree becomes eligible for health care coverage through Medicare.
  - d. When the retired faculty member becomes eligible for health care coverage through Medicare, Oakland shall contribute \$160.10 monthly in calendar year 2013 toward single party coverage and \$320.23 monthly in calendar year 2013 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.
- 138.** For full-time non-visiting faculty who retired between September 2, 2006 and December 31, 2007, Oakland shall contribute toward retiree medical and optical benefits as follows:
- a. Oakland's contributions to retiree medical and optical insurance shall be limited to those individuals who retired with 25 years of service at any age or with 15 years of continuous full-time service and attained at least 62.
  - b. Until the retired faculty member becomes eligible for health care coverage through Medicare, he or she will be responsible for all costs.
  - c. When the retired faculty member becomes eligible for health care coverage through Medicare, Oakland shall contribute \$160.10 monthly in calendar year

2013 toward single party coverage and \$320.23 monthly in calendar year 2013 toward two-party coverage 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.

- 139.** For full-time non-visiting faculty who were active on August 31, 2006 and who retire on or after January 1, 2008, Oakland shall contribute towards retiree medical and optical benefits as follows:
- a. Oakland's contributions to retiree medical and optical insurance shall be limited to those individuals who retired with 25 years of service at any age or with 15 years of continuous full-time service and attained at least 62.
  - b. Until the retired faculty member becomes eligible for health care coverage through Medicare, he or she will be responsible for all costs.
  - c. For those faculty members hired prior to September 1, 2006, who elected to remain at the December 2007 retirement contributions of Paragraph 130(a) (fourteen percent) or Paragraph 130(c) (fifteen percent), when the retired faculty member becomes eligible for health care coverage through Medicare, Oakland shall contribute \$160 monthly toward single party coverage and \$320 monthly toward two-party coverage in accordance with procedures established by Oakland. 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.
  - d. For those faculty members hired prior to September 1, 2006, who elected to receive a one-time additional retirement contribution of \$2000 in January 2008, Oakland shall make no contribution toward health care after retirement.
  - e. Documentation of faculty elections in (c) and (d) above shall be kept on file in the Academic Human Resources Office.
- 140.** For those faculty members hired on or after September 1, 2006, Oakland shall make no contribution toward health care after retirement.
- 141.** A retired faculty member and spouse otherwise eligible for the university contribution toward retiree health insurance coverage under Paragraphs 138c or 139c, including those faculty members who waived coverage under the provisions of paragraph 113, may elect to use the university contribution to purchase independent health plans.
- 142.** 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.

143. Subject to carrier conditions, retired faculty members and their spouses shall be eligible to enroll in optical 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 137.
144. In order to be eligible to participate in the university group health, dental, and optical plans listed above, a retiree must have remained in the respective university group plan continuously from the date of retirement.
145. Retired faculty members participating in the university group health, dental and optical plans shall remit payment for the costs to the Benefit and Compensation Services office prior to coverage.

### **ARTICLE XIX FACULTY TRAVEL**

146. **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.
147. 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 "C" of this agreement.
148. 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).
149. **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.

A faculty member who is scheduled to teach at off-campus locations during the Fall and/or Winter semesters and is also required to be on the main campus the same day is entitled to reimbursement for mileage at the standard University rates.

Mileage will be reimbursed only for the distance actually traveled between off-campus locations and the main campus and/or between the off-campus locations. Travel between the faculty member's home and any work location will

not be reimbursed. Faculty members are responsible for documentation and submission of travel reimbursement forms. Requests for reimbursement must be made within thirty days of travel. For the purposes of this paragraph, faculty members are required to be on the main campus only to perform assigned functions, teach courses, and attend scheduled department, school or college, and/or University meetings.

- 150.** Oakland agrees that, at minimum, for each year of this Agreement, \$565,000 will be available for faculty travel under the provisions of paragraph 146. Funds will be allocated on a per faculty basis by School, the College, the Kresge Library and the Eye Research Institute.

Any unused balance of travel funds from 2021-2022 will roll over to be used for travel in 2022-2023.

Travel funds shall be allocated to a faculty member by the dean or director using allocation guideline approved by the School or the College Executive Committee or other applicable committee and the dean or director. In accordance with Oakland travel policies, the faculty member must submit the travel expense summary within 30 days of the date of return of their travel or within 15 days of their return if a travel advance was issued. Subject to the policies established by Oakland, advances on travel funds may be obtained prior to an authorized trip. Compliance with submission of receipts and other documentation for authorized expenditures is required.

Oakland agrees that if sufficient applications are submitted consistent with these provisions, the entire amount shall be expended. Faculty are required to declare their intention to travel by February 1 of each fiscal year. Unused or unencumbered travel funds will be available for use by faculty members for approved travel that had not previously been funded or for new approved requests for travel that will be completed before July 1. If by April 1 travel funds have not been expended or encumbered, the balance will be available for distribution among the faculty in the unit for unpaid expenses associated with approved travel, but not to exceed the total cost of each faculty member's travel. If any unit has funds exceeding \$100 that have not been expended or encumbered on May 1, these funds shall be reallocated to other units that have already expended or encumbered their annual allocation.

By September 1 of the following fiscal year, Oakland will provide to the Association an electronic report for the previous fiscal year of contractual travel funds allocated and expended for each School, the College, the Kresge Library and the Eye Research Institute.

**ARTICLE XX  
LEAVES WITH PAY**

- 151.** 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.
- 152.** Leaves with pay under this Article shall be available for the reasons specified herein including:
- a. Sabbatical leaves (see paragraphs 162 through 167),
  - b. Professional Development and Research leaves (see paragraph 170), and
  - c. Bereavement, short-term scholarship, and Paid Parental Leave (see paragraph 171).
- 153.** **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.
- 154.** 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.
- 155.** A faculty member on leave with pay for reasons other than parental leave is permitted to receive money from grant, contract, or other external sources for approved study or research without prejudice to the member's receipt of income from Oakland, provided that the total remuneration from all sources does not exceed the member's remuneration from Oakland for a comparable period.
- 156.** 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.

157. A faculty member on paid leave shall be subject to the Layoff and Recall procedures in Article VIII.
158. Faculty members on paid leave for reasons other than paid parental leave shall be eligible for reimbursement of travel expenses incurred in attending professional or scholarly meetings in accordance with the provisions of Article XIX.
159. **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.
160. 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.
161. If a leave with full pay is granted, internal adjustments will be made without replacement.
162. **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.
163. 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.
164. **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 164e. and subparagraph 175b (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 the leave. If the recipient does not return for the required period, the recipient shall be required to reimburse Oakland for the amount of total compensation and benefits provided by Oakland during the sabbatical, reduced by the percentage of the two regular semesters served after the sabbatical period.
  - 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 164c. This subparagraph (d) may be waived at Oakland's sole discretion.
  - e. A faculty member may request to postpone a 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 163 and 164. The faculty member must request the extension of leave in accordance with the provisions of paragraph 167. If the next sabbatical leave is authorized under the provisions of paragraph 163a, 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 164e. above, may not credit any service during the ensuing period toward the faculty member's next sabbatical leave except as provided in subparagraph 164g. below.
  - g. If a faculty member is requested by Oakland or by the faculty member's 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 58 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.
- 165. 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 151. 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.

**166.** 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.

**167. 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 the faculty member's 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 167a.

**168. 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.

- 169.** Oakland agrees that it will provide the following amounts for research fellowships in each of the years shown below:

<u>Year</u>	<u>Amount</u>
2021-2022	\$350,000
2022-2023	\$360,000
2023-2024	\$370,000

**170. 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, tenured or job-secured faculty members. Full-time non-visiting faculty hired prior to September 1, 2006, however, are also eligible for leaves under this paragraph 170 regardless of their tenure or job-security status. A faculty

member granted such leave shall be required to return to Oakland for two regular semesters following the leave.

- e. At the completion of the professional development or research leave, the faculty member shall submit to the co-chairs of the Joint Committee a written report summarizing the activities undertaken during the leave and their relationship to the application submitted under paragraph 170(d). This report is due no later than by the end of the first semester after return from leave.

**171. Absence.** Four kinds of absence are described in this paragraph:

- a. Faculty members may be 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, child, parent, parent-in-law, sibling, or sibling-in-law, or Other Qualified Adult and Dependent Children of Other Qualified Adults (see Appendix J) shall receive three days of leave. This may be extended to five days with notification and approval of the department chair (in those units that have chairs) and dean.
- c. Faculty members not on layoff status who are unable to work because of illness, injury, or disability (including but not limited to disabilities relating to pregnancy) shall receive a full-time leave of absence. Leaves granted under this subparagraph 171c of six consecutive weeks or longer due to the faculty member's medical condition and/or reasons of childcare/childrearing shall extend the review and probationary periods by one year unless, at least one month prior to the commencement of the previously scheduled review, the faculty member provides Oakland with a written request to waive the extension.
  - (1) Disabilities relating to pregnancy and childbirth are among the conditions covered by Oakland's disability leave policy. Under this policy, eligibility for leaves must be supported by the faculty member's healthcare provider and otherwise be processed and approved in accordance with Oakland's leave policies, and may include periods of disability arising pre-partum and/or post-partum.
  - (2) 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, pregnancy, 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 the faculty member's 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.

- (3) As a condition of eligibility for the leave and 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 condition and a prognosis of the date the faculty member may be expected to return to work.
  - (4) Additionally, Oakland 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 the faculty member's choice and 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 other medical provider approved by Oakland, 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.
  - (5) 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 this subparagraph c. No faculty member shall be compelled to teach in place of the absent colleague for a period of more than two weeks.
- d. A faculty member who has been employed by Oakland and who is eligible for leave as prescribed by the FMLA shall be eligible for up to 12 weeks of paid parental leave for purposes of care of a child. Circumstances under which this leave may be taken are birth of a child or placement of a child 17 years or younger with the faculty member by adoption or foster care during the year immediately following the birth or placement. Requests for leave must be made to Human Resources at least 30 days prior to its anticipated commencement. If both parents are employed by Oakland, only one paid parental leave may be allowed per child. The 12 week measurement shall commence the later of the date of the child's birth or the date of the child's adoption or foster placement, but only the period during that 12 week period which occurs during the Fall and

Winter semesters (including holidays and breaks occurring during those semesters) shall be with pay. Leaves under this subparagraph c and leaves under Article XXI shall run concurrently, that is neither will serve to extend the other. Further, any FMLA leave taken within the 12 months preceding the commencement date shall not reduce the period of paid parental leave by the number of FMLA leave days taken.

Parental leaves granted under this subparagraph of six (6) consecutive weeks or longer shall extend the review and probationary periods by one (1) year unless, at least one month prior to the commencement of the previously scheduled review, the faculty member provides Oakland with a written request to waive the extension. A faculty member may only extend the member's probationary period under this provision, as well as paragraph 181, a total of one time.

Notwithstanding the above, should federal or state law be enacted requiring Oakland to provide full-time non-visiting faculty with paid family or parental leave, then upon written notice by either party to this Agreement to the other, the parties will within 30 days thereafter commence negotiations to bargain to amend or replace this subparagraph 171d.

- 172. 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 212, 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**

- 173. Leave of Absence.** Except as otherwise required by the FMLA, a leave of absence shall be granted to any full-time non-visiting faculty member upon the recommendation of the member's 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, care of a spouse or parent, care of an Other Qualified Adult and Dependent children of Other Qualified Adults (see Appendix J), professional development activities, including where appropriate pursuit of advanced degrees, or special professional opportunities of limited duration. Except to the extent relating to a partial or reduced-load leave, if a leave is granted for reasons not related to the faculty member's position at Oakland or as otherwise a part of the approved leave application, the faculty member shall not work during the leave period.

Faculty who may require leave due to pregnancy related disabilities and/or childcare/childrearing of new born or newly adopted children may be eligible for paid leave under Article XX, the FMLA and partial leaves under this Article, or a combination of such leaves, in accordance with Oakland's policies and procedures. Faculty contemplating requiring such leave should contact the Office of Academic Human Resources for information as soon as they become aware of a possible need for leave under this provision to review their leave options given their particular circumstances.

**174. 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. An FMLA leave shall run concurrently with any other leaves granted for the purposes covered by the FMLA. In all other instances, FMLA leaves will run consecutively.

- a. An FMLA leave may be used for any qualifying event defined by the FMLA or its amendments at the time of the leave request. Typical qualifying events are for: the birth of and care of a child; for the placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; a serious health condition of the faculty member; to care for an injured servicemember who is recovering from a serious illness or injury sustained in the line of active duty as defined by the FMLA; and for qualifying exigencies within the FMLA related to a covered family members' call to active duty status in a military unit as described in the FMLA and in support of a contingency operation. The current, complete list of qualifying events can be obtained from the Academic Human Resources Office or from the U.S.

Department of Labor's website ([www.dol.gov](http://www.dol.gov)).

- b. Notwithstanding the above, if a faculty member has used FMLA leave due to her/his serious health condition, an unpaid leave of up to twelve weeks (including any unused FMLA leave) will be granted by Oakland to care for the faculty member's spouse, child, or parent with a serious health condition.
- c. Spouses, both of whom are employed by Oakland, are limited to a combined total of twelve (12) workweeks of unpaid leave granted by Oakland during any twelve (12) month period for the birth/care of their child, placement of a child with a faculty member for adoption or foster care, or for the care of a parent with a serious health condition. However, each faculty member may use up to twelve (12) workweeks of unpaid leave granted by Oakland during any twelve (12) month period to care for the member's child or spouse who is suffering from a serious health condition.
- d. All FMLA leaves and leave requests must be supported by the timely submission of forms required by Oakland, some of which must include medical certifications. Oakland may require updated certifications as allowed by the FMLA. All forms for FMLA leaves may be obtained from the Academic Human Resources Office.
- e. A faculty member normally has the right to return to work after completing an FMLA leave. Exceptions may apply, as allowed by the FMLA, for key employees (as defined by the FMLA) and in the event of position elimination unrelated to the leave. As allowed by the FMLA, the failure to return to work after completing an FMLA leave may result in the faculty member having to reimburse Oakland for the premiums Oakland paid during the leave.
- f. Additional information regarding an employee's rights under the FMLA (as applicable as of April 2016) may be found in Appendix K.

**175. Non-FMLA Unpaid Leaves.**

- a. Non-FMLA 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 the member's 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.
- c. Leaves that are counted under the FMLA will be granted for up to twelve (12) weeks in duration on a rolling calendar basis.

**176. 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 being entitled to any further leave, unless special circumstances warrant as in paragraph 175. Exceptions to this provision shall be made only with the concurrence of the department chairperson, if any, and Oakland.

**177. Application.**

- a. Except as to FMLA leaves as provided above, a faculty member wishing a leave shall normally submit a written request to the member's 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 written notification from the applicable dean or director of the reasons for rejection.
- e. If an unpaid leave is granted, Oakland may approve the temporary replacement of the faculty member.

**178. 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 the member 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.

**179. Leaves During Probationary Period.**

- a. 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:
  - (1) 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; and

- (2) the faculty member and Oakland agree otherwise, as specified in paragraph 38f.
  - b. Notwithstanding the above subparagraph, leaves under this Article of six (6) consecutive weeks or longer due to the faculty member's medical condition and/or for reasons of childcare shall extend the probationary period for review purposes by one (1) year unless, at least one month prior to the commencement of the previously scheduled review, the faculty member provides Oakland with a written request to waive the extension. A faculty member's probationary period may be so extended under this provision only once.
  - c. A faculty member on unpaid leave shall be subject to the Layoff and Recall provisions of Article VIII.
- 180. 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 the applicable leave. Extensions shall be granted upon approval by the department chairperson, if any, and Oakland.
- 181. 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, the faculty member shall be deemed to have voluntarily resigned from Oakland employment. 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.
- 182. 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 171 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 182a (2) above from applying and being considered for open positions for which the faculty member may be qualified.

**183. 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**

- 184.** Full-time librarians shall be obligated to work the following periods: the fall semester (two days before the first day of class through the last day of the examination period), and the winter semester (two days before the first day of class through the last day of the examination period).
- 185.** 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.
- 186.** Full-time librarians scheduled to work during an eight-week summer session (two days before the first day of class through the last day of the examination period(s)) 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 summer assignments. Provisions of paragraph 90 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 summer sessions.

### **ARTICLE XXIII WORK OR BUSINESS INTERRUPTION**

- 187.** 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**

- 188. 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.
- 189. 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 190 through 191 of this Agreement, shall be pursued to completion before any application for arbitration may be made under paragraph 192 unless the parties enter into a written waiver of those steps and agree to proceed directly to arbitration. The term “days” as used in this Article XXIV excludes Saturdays, Sundays, and all other days in which Oakland does not conduct business, including, but not limited to, holiday recesses and closures for inclement weather.
- 190. Initiation.** A faculty member, including any person who was a faculty member during any time covered by this Agreement, a group of faculty members, or the Association may initiate a grievance by serving written notice of it on Oakland’s designated representative within thirty (30) days after the grievance arises. Such

notice shall be filed within thirty (30) days after the occurrence of the event upon which the grievance is based or within thirty (30) days after the time when either the faculty member or the Association knows or should have known of said event; provided, however, that in no event shall any such grievance be filed any later than sixty (60) 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 thirty (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.

- 191. Step One.** Oakland shall designate a representative to discuss the grievance with the grieving party. The representative shall schedule a Step One meeting and notify the Association of the time and place of the meeting. The Step One discussion, unless extended by written agreement for a specified period, will be completed within ten (10) days after the grievance is filed. Within ten (10) days after the Step One meeting, Oakland shall provide the Association with a written answer to the grievance.
- 192. Step Two.** If the answer at Step One is not satisfactory to the Association, it shall request within ten (10) days of receipt of the answer at Step One that the grievance be heard by a representative of the Office of the Executive Vice President for Academic Affairs and Provost. Such request shall specify any paragraphs of the Agreement the Association believes have been violated that are additional to those specified in the notice of grievance. Oakland shall schedule a hearing on the grievance within ten (10) days after receipt of notice. By written agreement of the parties, this discussion may be continued from time to time. Oakland shall provide a written answer to said grievance within ten (10) days after the hearing, or the last day of the hearing if the hearing is extended.
- 193. Arbitration Initiation.** If the answer to the grievance at Step Two is not satisfactory, the Association, within thirty (30) days of its receipt, may notify Oakland that it desires to proceed to Arbitration. Upon receipt of said notice, the parties shall confer and attempt to select an Arbitrator. If no agreement is reached within ten (10) days, the Association shall institute the procedures of the American Arbitration Association for selecting an Arbitrator. If Oakland agrees, the Association may substitute the procedures of the Federal Mediation and Conciliation Service for those of the American Arbitration Association.

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

- 1 Mark Glazer
- 2 Mario Chiesa
- 3 Paul Glendon
- 4 Patrick MacDonald
- 5 Betty Widgeon

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.

- 194. Arbitrator's Decision and Compensation.** The arbitrator will render a written decision within one (1) month (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.
- 195. 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.
- 196. Extension of Time Limits.** Time limits in this Article XXIV may be extended by written mutual consent of the parties concerned. Failure of Oakland to abide by the time limits set forth herein shall result in the automatic advancement of the grievance to the next level. Failure of the grievant or the Association to advance a grievance within the time limits set forth herein shall result in the grievance being denied and further proceedings on the matter shall be barred.
- 197. Association Rights.** The Association shall have the right to be present at any meeting conducted under the provisions of paragraphs 191 through 193.

## **ARTICLE XXV GUARANTEE OF RIGHTS**

- 198.** 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, familial status, color, sex, gender identity, gender expression, religion, national origin, citizenship, sexual orientation, political affiliation,

disability, veteran status, genetic information, height or weight, 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.

- 199. 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 G). 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 F).

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 the individual's files at the individual's own expense. The individual may designate in writing a representative to examine the files subject to the access restrictions of this paragraph 199 or be accompanied by a representative of the individual's choice at the time the individual 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 F 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**

- 200.** In addition to the professional responsibilities prescribed for all other faculty members in this Agreement, a department chairperson, or a faculty member designated by Oakland as a chairperson of a department that is not an academic unit, 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**

- 201.** 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**

- 202. 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.
- 203.** 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.
- 204. 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.
- 205.** 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.
- 206.** 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**

- 207.** 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. At least one study day shall immediately follow the last day of instruction. For the fall semester commencing with the 2014-15 academic year, see Appendix I.

Classes for the winter semester shall begin after New Year's Day, include a week-long break following the seventh week of classes and the semester shall end no later than April 30. In addition to the regular academic year, summer sessions shall be scheduled and shall include both a sixteen-week session and two eight-week sessions. Further, Oakland may schedule individual classes at times different from the normal semesters and sessions. 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**

- 208.** **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.
- 209.** **Interest Succession.** This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors, and assigns.
- 210.** **Agreement Construction.** The paragraph titles throughout this Agreement are editorial identifications of their related text and do not limit or control that text.
- 211.** **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.

**212. Employee Conditions.**

- a. Keys. Upon written request, Oakland will provide each full-time non-visiting faculty member with a key to the faculty member's 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, computer hardware, software, network infrastructure, support services and training at levels adequate for performance of professional responsibilities required of faculty members by this Agreement. Oakland and the Association agree that maintaining technological services can be costly, and such requirements are ever-changing.

**ARTICLE XXXI  
MINIMUM TERMS**

- 213.** 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**

- 214.** In reaching this Agreement Oakland and the Association have had the opportunity to consider all matters lawfully subject to collective bargaining.
- 215.** 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**

- 216.** 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.
- 217.** **Notices and Addresses.** Any notice required to be served on Oakland under this Agreement will be delivered to Oakland's Office of the Executive Vice President for Academic Affairs and Provost. 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, or sent by email.
- 218.** Except with respect to notices to a faculty member required by paragraph 41 (Re-employment, Promotion, and the Tenure Review Process), Article IX (Discipline and Discharge), 167c (Sabbatical Leave: Procedures for Application and Report), and Appendix A (Research and Full-time Adjunct Faculty), which will be mailed to the faculty member's campus address, any notice required to be served on a faculty member under this Agreement will be mailed to the faculty member's campus address or sent by email to the faculty member's Oakland email address.

**ARTICLE XXXIV  
EFFECTIVE DATE AND DURATION**

219. This Agreement will be effective from 12:01 am (prevailing Rochester time) on the date ratified by both parties, to midnight (prevailing Rochester time) August 14, 2024 subject to reopening as agreed to by the parties.


**ARTICLE XXXV  
APPENDICES**

220. Appendixes A,B,C,D,E,F,G,H,I,J,K,L,M, and N shall be part of this Agreement and shall be fully enforceable under this Agreement.

221. 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 the same effect as if physically subscribed hereon.

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

**OAKLAND UNIVERSITY CHAPTER  
AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS**

by   
\_\_\_\_\_  
Karen Miller, President

**BOARD OF TRUSTEES OF  
OAKLAND UNIVERSITY**

by   
\_\_\_\_\_  
James Hargett, Interim Vice  
President for Finance and  
Administration

by   
\_\_\_\_\_  
Chief Negotiator Douglas Wendell

by   
\_\_\_\_\_  
Chief Negotiator

Date: 3/23/22

Date: 3/28/22



## **APPENDIX A RESEARCH AND FULL-TIME PRACTITIONER FACULTY**

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 solely engaged in research as principal investigators or co-principal investigators and whose salaries are primarily supported by grants, contracts or other forms of external funds.
- (2) The titles "Professor of Practice", "Associate Professor of Practice", "Assistant Professor of Practice" and "Instructor of Practice" may be granted to individuals who possess specific practical experience in their specialized areas, for example expert practitioners, clinical instructors or field supervisors for students. Notwithstanding the provisions of Article 4, Oakland may employ professors of practice 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 Appendix A, 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 professors of practice, the recommendation of the respective CAP will also be requested.

- Full-time research professors and professors of practice 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 professor of practice 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 professors of practice.
  - h. The number of research professors shall not exceed twenty (20). The number of full-time professors of practice shall not exceed a total of fifty-five (55) but in no event will the total number of professors of practice in any year increase by more than ten (10), as measured from the start of one academic year to another, without the agreement of the Association and Oakland. The engagement of research professors and professors of practice shall be incremental and shall not replace existing tenure track lines.
  - i. For layoff purposes, individuals hired under this provision shall be placed in the layoff order immediately following paragraph 52b 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 professors of practice and research professors. Full-time professors of practice 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 professors of practice and research professors will be that noted in paragraph 100 of the Faculty Agreement for visiting faculty.
  - k. Full-time professors of practice and research professors will not be eligible to participate in contractual sabbatical leave, developmental leave, faculty travel, and research fellowships (paragraphs 146 through 170). 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 137).
  - l. Full-time professors of practice positions shall be filled in accordance with Oakland’s hiring policies. Oakland shall notify the Association when a full-time professor of practice position is approved for filling.
  - m. Except as provided in this subparagraph, faculty holding the titles of Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor, or



Adjunct Instructor as of the effective date of this Agreement shall be redesignated as Professors of Practice, Associate Professors of Practice, Assistant Professors of Practice, and Instructors of Practice, respectively. Faculty who prefer to retain their title as in effect on the date immediately preceding the effective date of this Agreement, may do so provided they notify their respective Dean, in writing, within sixty (60) days of that date.

## APPENDIX B 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. Graduate students who are assigned as part of their assistantship to teach credit courses are valued based on the number of credits taught (each credit = 0.025 FTE).
5. 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.
6. 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.
7. 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.
8. 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 and all data on which Oakland's calculations are based will be delivered electronically by Oakland to the Association on the last day of final exams of the fall, winter, and spring terms.

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

Oakland and the Association agree that the appropriate Senate Committee shall receive periodic reports from the Office of the Executive Vice President for Academic Affairs and Provost 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 Executive Vice President for Academic Affairs and Provost concerning ways of avoiding an over-ratio condition and/or overstaffing conditions in individual academic units.

## APPENDIX C TRAVEL REIMBURSEMENT RATES

The reimbursement rates and related information listed below will change from time to time as modifications are made to the travel policies in the Oakland University Administrative Policies and Procedures, <http://www.oakland.edu/policies/>. A summary of the policies as of September 1, 2012 is reflected below:

### **Transportation**

Use of Personal Vehicle:	Standard IRS reimbursement rate per mile
Common Carrier (limited to cost of coach air fare)	Lowest Cost Alternative
Rental Vehicle (not for personal convenience)	Lowest Cost Alternative
Taxi, Shuttle, Limousine Car Service	Lowest Cost Alternative
Tolls	Actual cost
Parking	Actual cost
Airline Checked Luggage Fee (1 <sup>st</sup> bag)	Actual Cost
Hotel Internet Access for University Business Only	Actual Cost
<b><u>Lodging</u></b> (single rate or conference lodging)	Actual cost
<b><u>Per Diem</u></b> (for meals, tips and other incidental expenses)	GSA Per Diem Rate

### **Other Expenses**

Conference Expenses (receipt and conference brochure required)	Actual cost
Telephone Calls for University Business Only	Actual cost

***Original Receipts Required For Non-Meal Expenditures In Excess Of \$25.00***

## **APPENDIX D**

### **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. Should Oakland, after prior consultation with the Association, choose to modify these standards, 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.

### **Candidacy for Promotion to Full Professor**

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 E**  
**REPORT OF COMPENSATED OUTSIDE PROFESSIONAL WORK**

A faculty member engaged in compensated outside professional employment must notify the member's department chairperson, or the dean or director in units without chairpersons, of such activity, including self-employment, by October 1 each year, or within 30 days of such employment.

Types of activities that need not be reported include, but are not limited to, book royalties; fees for peer review, honoraria, or speaking fees; and reimbursement for travel to/from professional conferences.

Name: \_\_\_\_\_

Department or Unit: \_\_\_\_\_

Date: \_\_\_\_\_

Brief description of the nature of the compensated outside professional work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer: \_\_\_\_\_

Duration of contract (if appropriate): \_\_\_\_\_

Approximate number of weekday hours spent on this activity each week: \_\_\_\_\_

**APPENDIX F**  
**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 G 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 HUMAN RESOURCES – HRIS & PERSONNEL RECORDS 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; 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. HUMAN RESOURCES, BENEFIT AND COMPENSATION 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 H  
OAKLAND UNIVERSITY WILLIAM BEAUMONT  
SCHOOL OF MEDICINE (“OUWBSOM”)**

1. The faculty of the OUWBSOM constitute a separate community of interest from the bargaining unit and are not represented by the Association. All references in this Agreement to the schools of Oakland University shall exclude the OUWBSOM.
2. The letter of agreement between Oakland and the Association dated January 20, 2009 instituting the OUWBSOM as an academic unit and pay group expired with the ratification of the 2009-2012 Faculty Agreement by the Association and the Board of Trustees of Oakland University.
3. Individuals originally employed as bargaining unit faculty members who have been appointed to the OUWBSOM may continue to teach in their previous academic units until replacements are employed or the charter class matriculates in the OUWBSOM, whichever occurs first. Such individuals shall be counted at 0.04 FTE for each credit taught.
4. Oakland may invite bargaining unit faculty members to move to the OUWBSOM, or may invite faculty members of the OUWBSOM to move to an academic unit. Such moves shall be voluntary with no guaranteed right to return. The receiving academic unit shall have an opportunity to make a recommendation to Oakland on the proposed move.
5. When reporting data such as, but not limited to, salary, head count, compensation, benefits and tenure to external agencies, Oakland shall distinguish bargaining unit faculty members from the faculty of the OUWBSOM.

**APPENDIX I  
FALL SEMESTER CALENDARS**

Labor Day	Sept 1	Sept 2	Sept 3	Sept 4	Sept 5	Sept 6	Sept 7
Classes begin	Sept 3	Sept 4	Sept 5	Sept 6	Sept 1	Sept 2	Sept 3
Classes end	Dec 6	Dec 7	Dec 8	Dec 9	Dec 5	Dec 6	Dec 7
Study Day	Dec 7	Dec 8	Dec 9	Dec 10	Dec 6	Dec 7	Dec 8
Final Exams begin	Dec 8	Dec 9	Dec 10	Dec 11	Dec 7	Dec 8	Dec 9
Final Exams end	Dec 13	Dec 14	Dec 15	Dec 16	Dec 13	Dec 14	Dec 15
Grades due	Dec 15	Dec 16	Dec 17	Dec 18	Dec 15	Dec 16	Dec 17

## APPENDIX J OTHER QUALIFIED ADULTS AND THEIR DEPENDENTS

The parties intend that the terms and conditions that apply to faculty and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

An **Other Qualified Adult** means an individual who meets all of the following eligibility requirements, to Oakland's satisfaction, at the time a faculty member makes a request for the tuition waiver benefit, a leave with pay or an unpaid or partial leave:

- (1) is not the spouse of the faculty member;
- (2) has shared a residence with the faculty member for eighteen (18) continuous months prior to a request for one of the aforementioned benefits;
- (3) is neither an employee of the owner of the residence in which the faculty member resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the faculty member;
- (6) has no familial relationship to the faculty member;
- (7) is not married to someone other than the faculty member;
- (8) is not a dependent of the faculty member as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

A Dependent of an **Other Qualified Adult** means an individual who meets all of the following eligibility requirements to Oakland's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

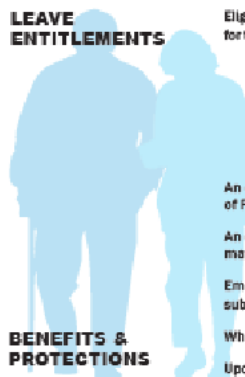
## APPENDIX K

### EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

#### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

#### BENEFITS & PROTECTIONS

#### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

#### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

#### EMPLOYER RESPONSIBILITIES

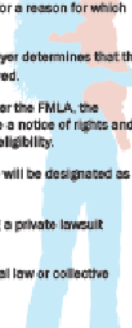
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.


Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

#### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.






For additional information or to file a complaint:

## 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5827

# www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH-1420 REV 04/16



**APPENDIX L**  
**MEDICAL EXAMINATIONS AND DISPUTE RESOLUTION**

1. **Required Examinations.** In addition to any right to require a faculty member to undergo an examination under this Agreement or Oakland's policies and procedures, if the Office of the Provost has good reason to believe that the faculty member's health may be impairing the faculty member's ability to fully and properly perform the member's duties, it may require in writing (including the specific reason(s) for the examination) and with notice to the Association, that a faculty member undergo an examination at Oakland's expense by physician or other appropriate health care provider chosen by Oakland. Additionally, Oakland may require an examination at its expense to verify the existence of a disability as raised by the faculty member seeking an accommodation of that disability, and the extent that disability may impact the faculty member's ability to perform the faculty member's job.
  
2. **Dispute Regarding Examinations.** A faculty member examined in accordance with the above shall have the right to appeal the findings of that examination by submitting findings from a physician or other appropriate health care provider of his/her choice, at his/her expense. If there is a conflict between the findings of the two health care providers, the faculty member shall have the right to request an examination at Henry Ford Hospital or another medical provider approved by Oakland, the costs of such examinations 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.

## APPENDIX M HEALTH CARE COVERAGE

# Medical/Rx Plan Overview

### HMO Benefit Comparison

Below is a summary comparison of the HMO plans. This is a benefits highlight sheet, so not all benefits and limitations are shown. For complete detail on each plan design, please review the carrier materials found on [JHR's benefit website](#).

	BCN Healthy Blue Living HMO		Priority Health		
	Enhanced	Standard	Choice Buy-Up HMO	HealthbyChoice Achievements HMO	
				Choice	Standard
Calendar Year Deductible (Single/Family)	\$0/\$0	\$200/\$400	\$0/\$0	\$0/\$0	\$200/\$400
Coinsurance	100%/0%	80%/20%	100%/0%	100%/0%	80%/20%
Calendar Year Coinsurance Max. (Single/Family)	None	\$2,000/\$4,000	None	None	\$2,000/\$4,000
Calendar Year True Out-of-Pocket Max. (Single/Family)	\$8,150/\$16,300	\$8,150/\$16,300	\$8,550/\$17,100	\$8,550/\$17,100	\$8,550/\$17,100
Preventive Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Office Visits (Med. Necessary)	\$20 copay	\$30 copay	\$20 copay	\$20 copay	\$30 copay
Telemedicine Visits	\$20 copay	\$30 copay	Covered 100%*	Covered 100%*	Covered 100%*
Urgent Care	\$20 copay	\$30 copay	\$20 copay	\$20 copay	\$30 copay
Emergency Room	\$100 copay	\$150 copay	\$100 copay	\$100 copay	\$150 copay
Hospital Services	Covered 100%	Covered 80% after deductible	Covered 100%	Covered 100%	Covered 80% after deductible
Physical, Speech and Occupational Therapy	\$20 copay, visit limits apply	\$30 copay, visit limits apply	\$20 copay, visit limits apply	\$20 copay, visit limits apply	\$30 copay, visit limits apply
Chiropractic Care	\$20 copay, referral required	\$30 copay, referral required	\$20 copay, visit limits apply	\$20 copay, visit limits apply	\$30 copay, visit limits apply
Inpatient Mental/Substance Abuse Treatment	Covered 100%, when authorized	Covered 80% after deductible, when authorized	Covered 100%, when authorized	Covered 100%, when authorized	Covered 80% after deductible, when authorized
Outpatient	Covered 100%	\$30 copay	\$20 copay, when authorized	\$20 copay, when authorized	\$30 copay, when authorized
Prescription Drugs (30-day supply)					
Generic	\$7 copay	\$10 copay	\$7 copay	\$7 copay	\$7 copay
Preferred Brand	\$15 copay	\$20 copay	\$15 copay	\$15 copay	\$15 copay
Non-Preferred Brand	\$30 copay	\$50 copay	\$30 copay	\$30 copay	\$30 copay
90-day supply retail or mail order	2x applicable copay	2x applicable copay	2x applicable copay	2x applicable copay	2x applicable copay

\*100% telemedicine coverage is applicable when billing indicates the service was conducted virtually. Applicable PCP/Specialist copay will apply if a telemedicine claim is billed without indicating the service was conducted virtually.

# Medical/Rx Plan Overview

## PPO Benefit Summary

Below is a summary of the PPO plan. This is a benefits highlight sheet, so not all benefits and limitations are shown. For complete detail on the plan design, please review the carrier materials found on [UHR's benefit website](#).

	BCBSM PPO	
	In-Network	Out-of-Network
Calendar Year Deductible (Single/Family)	\$250/\$500	\$500/\$1,000
Coinsurance	80%/20%	60%/40%
Calendar Year Coinsurance Max. (Single/Family)	\$1,000/\$2,000	\$3,000/\$6,000
Calendar Year Out-of-Pocket Max. (Single/Family)	\$6,350/\$12,700	\$6,350/\$12,700
Preventive Care	Covered 100%	Not covered
Office Visits (Med Necessary)	\$20 copay	Covered 60% after deductible
Telemedicine Visits	\$20 copay	Covered 60% after deductible
Urgent Care	\$20 copay	Covered 60% after deductible
Emergency Room	\$50 copay	\$50 copay
Hospital Services	Covered 80% after deductible	Covered 60% after deductible
Physical, Speech and Occupational Therapy	Covered 80% after deductible, visit limits apply	Covered 60% after deductible, visit limits apply
Chiropractic Care	\$20 copay, visit limits apply	Covered 60% after deductible, visit limits apply
Mental/Substance Abuse Treatment		
Inpatient	Covered 80% after deductible	Covered 60% after deductible
Outpatient	Covered 80% after deductible	Covered 60% after deductible
Prescription Drugs (30-day supply)		
Generic	\$10 copay	\$10 copay plus an additional 25% of the BCBSM approved amount
Preferred Brand	\$20 copay	\$20 copay plus an additional 25% of the BCBSM approved amount
Non-Preferred Brand	\$20 copay	\$20 copay plus an additional 25% of the BCBSM approved amount
90-day supply mail-order	2x applicable copay	Not covered

**APPENDIX N**  
**Memorandum of Agreement**  
**Market Adjustment Raise Procedures**

To the extent that Market Adjustments may be required by this Faculty Agreement, a joint committee consisting of three Oakland representatives and three AAUP representatives, appointed by their respective organizations, shall be named on or before each January 15, as applicable, and shall carry out the following procedures:

1. On or before each January 30, as applicable, the committee shall determine the preliminary list of full-time faculty eligible for market adjustment raises. The following categories of full-time faculty are not eligible for market adjustment raises:
  - faculty members hired within the last academic year,
  - assistant professors and special instructors who are not in their final non-tenured or non-job secured term,
  - research professors and full-time adjunct faculty members,
  - visiting faculty members,
  - faculty members whose performance scores assigned in the previous academic year, if any, per paragraph 80 of the Faculty Agreement are less than **3**,
  - faculty members on phased-retirement (per paragraph 134 of the Faculty Agreement),
  - faculty members who have submitted a written notice of retirement or resignation, and
  - faculty members on voluntary permanent reductions in workload (per paragraph 183 of the Faculty Agreement).

All other full-time faculty members are initially eligible for market adjustment raises. For each eligible faculty member, the number of years in his/her current rank will be determined and designated as  $Y_R$ . Across all Oakland University faculty, the average number of years in rank for associate professors shall be determined and designated as  $Y_A$  and for professors as  $Y_P$ .

2. Oakland shall, on or before each January 30, as applicable, obtain average faculty salary data from the College and University Professional Association for Human Resources (CUPA-HR), across a set of universities designated by the committee for the following academic fields and at the ranks of instructor, assistant professor, associate professor and professor (first two digits of the CUPA CIP codes are in parentheses):
  - Communication, Journalism and Public Relations (9)
  - Computer Science (11)

- Counseling, Educational Leadership, Human Development and Child Study, Reading and Language Arts, Teacher Development and Education Studies (13)
- Engineering (14)
- Linguistics, Modern Languages and Literatures (16)
- English (23)
- Library (25)
- Biological Sciences, Eye Research Inst. (26)
- Mathematics and Statistics (27)
- Health Sciences (31)
- Philosophy (38)
- Chemistry, Physics (40)
- Psychology (42)
- Economics, Political Science, Sociology and Anthropology (45)
- Art and Art History, School of Music Theatre and Dance (50)
- Health Sciences, Nursing (51)
- Accounting and Finance, Decision and Information Science, Human Resource Development, Marketing and Management (52)
- History (54)
- Writing and Rhetoric (23)

The committee shall revise the above list as necessary in order to describe more accurately the academic field of any faculty member. For each academic field, the average salary by rank is designated as

- $S_{INT}$  = average salary, special instructor
- $S_{AST}$  = average salary, assistant professor
- $S_{ASC}$  = average salary, associate professor
- $S_P$  = average salary, professor

3. On or before each February 15, as applicable, the committee will determine the market adjusted salaries ( $S_{MKT}$ ), using the data obtained in Step 2 above, for each of the eligible faculty from Step 1 above, by the following procedure:

- **Special Instructor:**  
Average salary is compared in the average year in rank,  $Y_P$ , maximum compared in year  $2Y_P$  and thereafter, increase of \$500/year  
 $S_{MIN} = S_{INT} - \$6,000$   
 $S_{MKT} = S_{MIN} + \$500 * \text{Min}(2Y_P, Y_R),$
- **Assistant Professor:**  
Average salary is compared in year 3, increase of \$500/year  
 $S_{MIN} = S_{AST} - \$1,500$   
 $S_{MKT} = S_{MIN} + \$500 * Y_R$
- **Associate Professor:**

Minimum salary is maximum salary of assistant professor plus promotion increase, average salary is compared in the average year in rank,  $Y_A$ , and the maximum compared in year  $2Y_A$  and thereafter

$$S_{MIN} = S_{AST} + \$6,500$$

$$S_{MKT} = S_{MIN} + (S_{ASC} - S_{MIN}) * \text{Min}(2Y_A, Y_R) / Y_A$$

- Professor:

Minimum salary is average salary of associate professor above plus promotion increase, average salary is compared in the average year in rank,  $Y_P$ , maximum compared in year  $2Y_P$  and thereafter

$$S_{MIN} = S_{ASC} + \$7,500$$

$$S_{MKT} = S_{MIN} + (S_P - S_{MIN}) * \text{Min}(2Y_P, Y_R) / Y_P$$

Faculty whose base salaries are higher than the market-adjusted salaries as determined above will be removed from the list of eligible faculty.

4. On or before each April 15, as applicable, and immediately prior to when the market adjustments are to be applied, the committee shall apportion up to the market adjustment shown in paragraph 81 to the base salaries of the faculty who remain eligible for such adjustments after all of the applicable steps above, multiplied by a retirement adjustment factor of 1.0 unless otherwise agreed to by the committee, using the following procedures:

- The total market adjustment, defined as the sum over all eligible faculty of the market adjusted salary from Step 3 above minus the base salary, shall be calculated.
- If the total market adjustment is less than or equal to the minimum to be allocated, the base salary of each eligible faculty member shall be increased to the market adjusted salary in Step 3.
- If the total market adjustment is greater than the minimum to be allocated, the salary committee shall determine market adjustments for a subset of eligible faculty members that are based on any or all of the following:
  - a fractional portion of the average salary data in Step 2 above
  - a maximum dollar value of adjustment per eligible faculty member
  - a minimum dollar value of adjustment per eligible faculty member

provided that the allocation strategy is applied to all eligible faculty, and with the goal to provide meaningful market adjustments for as many eligible faculty members as possible while apportioning the entire amount available for adjustments.

**Letter of Agreement Regarding Prescription Drug Coverage**

The parties agree to form a committee with two representatives of the Association and two representatives of the Administration to meet and discuss formulary structure for prescription medications within the HMO plans offered under the Faculty Agreement. This Committee shall begin meeting within two weeks of execution of this Agreement and meet on a regular basis thereafter to discuss the merits of having closed formularies for both HMO plans.

By April 30, 2022, the Association shall inform Oakland of its decision as to whether to accept Oakland’s suggested closed formulary structure for prescription medications within the HMO plans offered under the Faculty Agreement. If the Association chooses to stay with the current formulary structure for prescription medications within the HMO plans offered under the Faculty Agreement, then effective January 1, 2023, for the purpose of determining the least expensive plan and Oakland’s contributions, the rates used shall be the rates provided based on closed formularies without regard to the actual plans made available under paragraph 110 (i.e., with or without closed formularies). If the Association does not advise Oakland of its decision by April 30, 2022, that shall be deemed to be a decision to stay with the current formulary structure per the above.

**Oakland University Chapter,  
American Association of  
University Professors**

**Oakland University**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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