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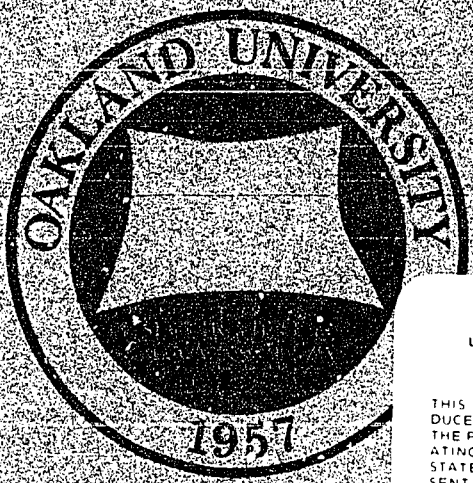
ABSTRACT

The faculty agreement between the Board of Trustees and the Oakland University Chapter of the American Association of University Professors covers the 1972-73 year. Articles of the agreement include definitions, recognition, work of the bargaining unit, academic ranks and titles, association rights, discipline and discharge, professional responsibilities, compensation, leaves with pay, unpaid leave, work or business interruption, grievance procedure, university management, guarantee of rights, past practices, appointment dates, miscellaneous provisions, minimum terms, amendment, exchange of information, effective date and duration, and arbitration. Appendices cover dismissal procedures; compensation; supplies; and letters of agreement for supplies and support services, research funds, university calendar, duration of salary, student-faculty ratio, librarians' work schedule, tenure and appointment policy committee, and travel budget. (MJM)

ED 088305

FACULTY AGREEMENT

1972-1973



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OAKLAND UNIVERSITY

Rochester, Michigan

LE 005 147

ERIC

UNIVERSITY CALENDAR

1972-1973

Fall Semester, 1972

August 28, 29	Monday, Tuesday	Orientation
August 30, 31, September 1	Wednesday, Friday	Registration
September 5	Tuesday	Classes begin
November 23-26	Thursday, Sunday	Thanksgiving recess
November 27	Monday	Classes resume
December 15	Friday	Classes end
December 18-22	Monday-Friday	Final examinations

Winter Semester, 1973

January 8	Monday	Classes begin
March 1-4	Thursday-Sunday	Winter recess
March 5	Monday	Classes resume
April 20	Friday	Classes end
April 23-27	Monday-Friday	Final examinations

Spring Session, 1973

April 30	Monday	Registration
May 1	Tuesday	Classes begin
May 28	Monday	Holiday
June 2	Saturday	Commencement
June 20	Wednesday	Classes end
June 21, 22	Thursday, Friday	Final examinations

Summer Session, 1973

June 25	Monday	Registration
June 26	Tuesday	Classes begin
July 4	Wednesday	Holiday
August 15	Wednesday	Classes end
August 16, 17	Thursday, Friday	Final examinations

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A G R E E M E N T

Agreement between (1) the Board of Trustees of Oakland University, Rochester, Michigan (herein called "Oakland"), and (2) the Oakland University Chapter of the American Association of University Professors (herein called "Association")

PREAMBLE

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

The parties recognize that faculty members hereinafter described are entitled to fair and reasonable conditions of employment, and to methods of fair and peaceful adjustment of all disputes which may arise in the course of their employment. Therefore, the parties have, through their representatives, negotiated an agreement setting forth the terms of employment with respect to wages and working conditions for those faculty members hereinafter described. Now, therefore, the parties agree as follows:

ARTICLE I

DEFINITIONS

1. As used in this Agreement and except as its context may otherwise 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 the administrative agents of said Board.

(b) "Association" means the Oakland University Chapter, American Association of University Professors.

(c) "Academic Year" means two semesters, each of which includes fifteen weeks of instruction and an examination period.

(d) "Employee" means an individual bargaining unit faculty member as the bargaining unit is defined by Article II.

(e) "Faculty Member" means an employee covered by Article II.

(f) "Unit" or "Bargaining Unit" means the employees, collectively, covered by Article II.

(g) "Honorary Professor" means an employee holding faculty rank who receives only token or no compensation.

(h) The masculine, feminine and neuter import one another.

ARTICLE II

RECOGNITION

2. Pursuant to and in accordance with all the applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, Oakland does hereby recognize the

Association as exclusive collective bargaining representative for all employees who regularly engage in teaching and/or research and for professional librarians; excluding persons employed as post-doctoral fellows, post-doctoral research assistants, or post-doctoral research associates in each case whose wages, hours and working conditions are not determined by Oakland; honorary professors and executive or supervisory employees; visiting lecturers in Arts and Sciences, temporary employees, and all other persons employed by Oakland. For the purpose of this Article II department chairmen, the director of area studies, inner college chairmen, and the exploratory program coordinator are not considered executive or supervisory, and are members of the bargaining unit.

ARTICLE III

WORK OF THE BARGAINING UNIT

3. All professional library service and the teaching of credit courses shall be the exclusive work of the members of the bargaining unit, provided that any person granted faculty rank, and visiting lecturers may teach credit courses on a part-time basis.

4. Visiting lecturers in Arts and Sciences shall be restricted to part-time teaching employment in regularly approved extradepartmental and extraschool programs of Oakland and will be employed only upon the recommendation of the appropriate program coordinator after consultation with faculty members closely associated with the program.

5. In any one semester, the number of extradepartmental and extraschool part-time employees shall not exceed three percent, figured on a full-time faculty equivalent basis, of the total number of faculty members in the bargaining unit.

ARTICLE IV

ACADEMIC RANKS AND TITLES

6. All academic titles granted to any person whether or not a member of the bargaining unit, described in this section shall be granted in accordance with regular procedures. The titles "professor", "associate professor",

"assistant professor", and "instructor" are granted subject to the rules of tenure. The ranks of lecturer, special instructor and assistant instructor are not subject to the rules of tenure.

7. The title "lecturer" may be given any person who possesses professional qualifications for faculty membership but who is employed on a part-time basis or on a temporary basis or both.

8. The title "special instructor" is used for a full-time employee who does not have the academic qualfications for a regular full-time teaching or research appointment, but who commands certain valuable skills. A special instructor is employed for a term of two years and may be re-employed for two additional two-year terms, without assurance of security in his position. If re-employed for a fourth two-year term (with the approval of the committees and administrative officers concerned with the award of tenure), any such employee is assured security in his position so long as the position remains a part of Oakland's program. Special instructors are entitled to all perquisites of faculty membership and employment except sabbatical leaves, including, but not limited to, the discharge procedures set forth in Paragraphs 16 and 17.

9. "Assistant instructor" is the title used for any person, except as provided in Paragraphs 4, 6, 7, and 8 above, who is employed on a part-time basis or a temporary basis or both.

ARTICLE V

ASSOCIATION RIGHTS

10. ASSOCIATION MEMBERSHIP. Oakland will not discriminate against any member of the faculty because of his membership or non-membership in the Association. Oakland and the Association agree to abide by the 1940 Statement of Principles of Academic Freedom and Tenure of the American Association of University Professors. No faculty member shall be required to join the Association as a condition of employment by Oakland.

11. ASSOCIATION MEMBERSHIP: LIST OF UNIT. Oakland will send to the Association, within fifteen days after the execution of this Agreement, a list stating the name of each

faculty member then in the unit and will, by the fifteenth day of the month following any change in such list, send the Association a list of any such changes.

12. ASSOCIATION MEMBERSHIP: AMOUNT OF PROFESSIONAL DUES. Within fifteen days after receiving any list required by Paragraph 11, the Association will (a) notify Oakland of the names of the faculty members who are members of the Association and (b) certify on a copy of said list the periodic professional dues payable thereafter by each Association member named on said list. Oakland will make deductions (under the terms of Paragraph 13) in amounts set forth on said certified list until further notice from the Association.

13. ASSOCIATION MEMBERSHIP: PROFESSIONAL DUES DEDUCTION. Within thirty days after receiving the initial list required by Paragraph 11 and once monthly thereafter during the term of this Agreement (subject to the requirements of any change list required by Paragraph 11), Oakland will, for each faculty member named on such lists who (a) has on the last payroll date of the month involved sufficient compensation due him from Oakland and (b) has on a form satisfactory to Oakland duly authorized it to do so, deduct from such faculty member's compensation and remit to the Association an amount equal to the periodic professional dues so listed as payable to the Association for his account. Oakland will have no obligation to deduct or remit the dues payable for the account of any faculty member whose withholding authorization reaches the payroll department after the tenth of the month or who does not have sufficient compensation due him on the last payroll date of any month to pay his account with the Association. The Association will indemnify Oakland against all liability Oakland may incur by reason of any dues deduction or remittance pursuant to this Paragraph.

14. ASSOCIATION USE OF FACILITIES AND SERVICES: The Association shall be permitted to use Oakland's facilities and services for the transaction of official Association business at reasonable times, provided that 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 the academic departments for the same use, provided that no charge will be made for joint meetings with members of the University Administration or other agents of Oakland.

15. ASSOCIATION OFFICE SPACE: Oakland will provide separate office space for the Association's use, at no charge to the Association.

ARTICLE VI

DISCIPLINE AND DISCHARGE

16. DISCIPLINE AND DISCHARGE: BASIS. Oakland will discipline or discharge a faculty member only for just cause. "Just cause" for discharge shall be limited to:

(a) Serious professional misconduct

(b) Incompetence

(c) Conduct which is punishable as a felony under Michigan or Federal Law.

17. DISCIPLINE AND DISCHARGE: PROCEDURES FOR DISCHARGE. Oakland will not discharge any faculty member on the basis of conduct violating Paragraph 16 of this Agreement, until the faculty member shall have been accorded full procedural and substantive due process as set forth in the American Association of University Professors Statement on Procedural Standards in Faculty Dismissal Proceedings. Said statement is appended to and shall constitute a part of this Agreement and is marked Appendix A. Discharge decisions rendered according to the above procedural standards are not subject to review by the grievance provisions of Article XII herein. However, the issue of fact as to whether the procedural standards have been met shall be subject to the grievance procedure.

18. NOTICE OF DISCIPLINE. Oakland will state the reason for any disciplinary action taken to the faculty member in writing and will send the Association a copy of such statement.

ARTICLE VII

PROFESSIONAL RESPONSIBILITIES

19. PROFESSIONAL RESPONSIBILITIES. Oakland and the Association agree that the primary professional responsibilities of faculty members are teaching (which includes academic counseling), or professional library service, and research.

Further, Oakland and the Association agree that faculty members have additional professional responsibilities

in such areas as advising; orientation; registration; participation in committees; keeping regular posted office hours, which are 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 services.

It is also agreed that the nature of the University as an academic and graduate institution is such that the performance of faculty duties cannot be restricted to a fixed amount of time or points in time. Therefore, this Agreement shall not be construed either to require a specific number of hours of service to the University, nor to give any faculty members the right to additional compensation based on the number of hours of service performed, except as elsewhere provided in this agreement.

20. OUTSIDE PROFESSIONAL WORK. Faculty members may engage in outside professional work, for which they are not compensated by Oakland, provided that such work does not interfere with the performance of faculty duties required hereunder. In the event that Oakland determines that such outside professional work conflicts with the performance of duties required hereunder, it will notify the faculty member involved in such conflict in writing and may require the faculty member to cease such work. Faculty members required to cease outside employment shall have the opportunity to grieve the action of Oakland before severing the outside relationship or ceasing such work. Such opportunity shall be deemed satisfied if no grievance is filed within thirty days after receipt of the written notice required hereunder.

All outside professional work undertaken hereafter in the form of a continuing consulting relationship or other continuing outside professional work for compensation shall be undertaken subject to the following conditions:

A. Oakland shall be notified, in writing, of such relationship prior to the beginning of work.

B. Such work shall be generally related to the normal duties of the faculty member, including non-classroom duties.

C. No supplies or services owned or provided by Oakland shall be used in conjunction with such outside work.

D. Faculty members shall notify the recipient of such consulting services that all such services are provided by the faculty member in his individual capacity as an expert and not on behalf of Oakland. Such notification shall be made on a form provided by Oakland.

ARTICLE VIII

COMPENSATION

21. Members of the bargaining unit shall receive salaries and other monetary compensation as provided in Appendix B.

22. HOSPITALIZATION INSURANCE PROGRAM. Oakland will provide a single subscriber coverage for each faculty member under a Hospital Medical Insurance plan underwritten by the American Community Mutual Insurance Company and shall provide the coverage set forth in Group Contract No. 426, or, if not available, equivalent coverage. In addition, Oakland will contribute 50% of the additional premium charged for two-party or full-family coverage, as the case may be, for any faculty member electing such coverage under the above plan.

23. Those faculty members enrolled in the Community Health Association (CHA) hospitalization and medical plan may continue to participate in said plan. Oakland will continue to pay that portion of the cost of said plan which Oakland currently pays for each faculty member, now enrolled, and his family. Any faculty member electing to discontinue his participation in CHA shall not be eligible to return to enrollment in CHA. Any faculty member enrolled in CHA shall not be eligible for benefits set forth in Paragraph 22.

24. MAJOR MEDICAL INSURANCE PROGRAM. Oakland will provide for a $50,000 Major Medical insurance plan for all full-time faculty members. Said plan shall be underwritten by Teachers Insurance Annuity Association (T.I.A.A.), or, if not available, equivalent coverage.

25. LIFE INSURANCE PROGRAM. Oakland will provide each full-time faculty member with an amount of term life insurance equal to his base compensation. If this insurance is not an even multiple of $1,000.00, it shall be raised to the next higher multiple of $1,000.00.

Oakland will also provide optional plans for additional term life insurance. Premiums, for such additional coverage described in the following schedule, shall be paid by the bargaining unit member:

SCHEDULE "A"	SCHEDULE "B"
$10,000	$20,000
PREMIUM PER MONTH	PREMIUM PER MONTH
$ 4.30	$ 8.60

26. TRAVEL ACCIDENT INSURANCE. Oakland University will provide for all members of the bargaining unit for the duration of this agreement the accident insurance coverage provided under the master policy underwritten by Mutual of Omaha, or comparable coverage. Said insurance contract shall cover employees against all insured risks whether or not in the course of university business.

27. PROFESSIONAL LIABILITY INSURANCE PROGRAM. Oakland will provide a professional liability insurance program. Coverage shall consist of $100,000 per person, $300,000 per incident, $500,000 for medical expenses.

28. RETIREMENT. Oakland will continue to offer to all faculty members participation in TIAA-CREF (College Retirement Equities Fund) and shall upon said participation contribute to said plan over and above all other compensation an amount equal to ten percent (10%) of all monetary compensation paid to each and every participating faculty member, provided that Oakland shall not pay said ten percent (10%) on any compensation provided in paragraphs 31, 32, and 33, or subparagraph (h) of Appendix B, and shall pay contributions to TIAA-CREF as provided in paragraph 35. For the purposes of this paragraph faculty participation shall be defined as contributing to said plan an amount equal to one-half that contributed by Oakland.

29. LONG-TERM DISABILITY INSURANCE PROGRAM. Oakland will provide for all full-time faculty members a long-term disability insurance plan through the Teachers Insurance Annuity Association (T.I.A.A.) providing the following benefits:

(1) A Monthly Income Benefit after six months of total disability not to exceed $1,500 per month.

(2) A Monthly Waiver Benefit for those participating in the TIAA-CREF retirement plan equal to 15% of covered monthly salary as of the date the disability began.

(3) Waiver of premium for that portion of the Monthly Income Benefit and the Monthly Waiver Benefit premiums regularly paid by the employee.

30. Oakland will pay the entire cost of the premium for all insurance provided in this Article VIII, except as specifically stated otherwise.

31. FACULTY TRAVEL. Full-time faculty members shall be permitted sufficient time away from their regular assignments for previously approved scholarly and professional purposes, subject to the following provisions:

a. The faculty member will have complied with the travel regulations of Oakland.

b. It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled University activities in his absence. Such substitutes must have the prior approval of the department chairman and the dean of the appropriate school or college.

c. To the extent of money allocated, faculty travel will normally be authorized for the following purposes:

1. To attend a professional conference or meeting pertaining to the academic interests of the faculty member.

2. To officiate, or to serve in another official capacity, or to make a formal presentation at such a meeting.

d. Such travel is to be accomplished in the most expeditious, reasonable-priced manner possible.

e. Faculty travel at Oakland's request, travel related to faculty teaching assignments, and travel on other University business shall be excepted from the provisions of this Article.

32. FACULTY TRAVEL: REIMBURSEMENT. Reimbursement for authorized travel under the conditions of Article 31 shall be made in the following schedule:

a. Such travel as is authorized under 31 (c) (1) shall be reimbursed for direct transportation costs and registration fees only.

b. Such travel as is authorized under 31 (c) (2) shall receive full reimbursement for all reasonable expenses according to the travel regulations established by Oakland.

33. FACULTY TRAVEL: PRIVATE AUTOMOBILE. A faculty member may be permitted to use his private automobile for travel, subject to Oakland travel regulations. Oakland will reimburse him for such use at the rate of ten cents per mile for official mileage between campus and the authorized destination. In no case shall this reimbursement for mileage plus other travel expenses including extra lodging and meal costs exceed the total cost of transportation, including ground transportation, had the travel been by air coach.

ARTICLE IX

LEAVES WITH PAY

34. Oakland will make available leaves with pay. Leaves with pay are intended for the mutual benefit of Oakland (and its schools, departments, and programs) 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) The scholarly enrichment and increased professional competence of the faculty member

(b) His increased value to Oakland

(c) The enhancement of Oakland's reputation in the academic community.

Two types of leave with pay shall be available:

(a) Sabbatical leave

(b) Research leaves.

These leaves may not be used for work toward an advanced degree.

35. LEAVES WITH PAY: FINANCIAL CONDITIONS.

half pay or on a half-year leave at half pay elects to contribute five percent of his full base annual salary to TIAA-CREF, Oakland will contribute ten percent of the faculty member's full base annual salary. If he elects to contribute five percent of his half pay Oakland will contribute to TIAA-CREF ten percent of his half pay.

(b) Oakland will sustain all other contributions to fringe benefits provided in Paragraphs 21 through 30 during the leave period regardless of duration or rate of pay.

(c) A recipient of a leave with pay is permitted to receive money from non-Oakland sources for approved study or research without prejudice to his receipt of income from this institution, provided that the total remuneration from all sources does not exceed his remuneration from Oakland for a comparable period.

(d) A faculty member on paid leave shall be automatically entitled to any general compensation increase and any increase in the benefit program which shall be granted the faculty as a whole.

36. LEAVES WITH PAY. DEPARTMENTAL STAFF ADJUSTMENTS. The absence of a colleague from a department or program normally entails disruption of the teaching or research pattern. This will be taken into account by Oakland when consideration is given to an application for leave with pay.

(a) If a leave with pay is granted for a full year, academic or fiscal, at half pay or for a half year at half pay, the department may be authorized to appoint a replacement, provided approval is given by Oakland. A decision to deny a particular request for replacement of a faculty member on leave shall not be subject to the grievance procedure established hereunder.

(b) If leave with pay is granted for a half year at full pay, the department will make internal adjustments without replacement.

37. LEAVES WITH PAY: SABBATICAL LEAVE. Sabbatical leave may cover a wide range of professional activities, including but not limited to pure research, the study of teaching methods, and the study of cognate disciplines.

38. SABBATICAL LEAVE: TYPES OF SABBATICAL LEAVE AVAILABLE. 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.

39. SABBATICAL LEAVE: ELIGIBILITY AND DEFINITION OF SERVICE.

(a) Service shall be interpreted to include those activities of interest to and supported by Oakland regardless of the sources of financial support.

(b) Years of service 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 41 (h). All leaves of absence shall be excluded in determining years of service.

(c) A recipient of a sabbatical leave is obligated to return to Oakland for the year following his leave.

40. SABBATICAL LEAVE: CRITERIA Although simple accumulation of service does not guarantee the granting of a sabbatical leave, Oakland (and its schools, departments, and programs) shall make every effort to accommodate a qualified faculty member's application for a sabbatical leave if the application meets the policy objectives stated in Paragraph 34.

(a) The leave proposal will be judged by the chairman of the applicant's department (who may be advised by a departmental committee charged with this responsibility)and/or by the dean of the appropriate school of college (who may be advised by a faculty committee charged with this responsibility). Judgments involving scholarly criteria shall not be grievable.

(b) No sabbatical leave will be granted for purposes 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 purely personal reasons.

41. SABBATICAL LEAVE: PROCEDURES FOR APPLICATION AND REPORT.

(a) Application for sabbatical leave is initiated by an eligible faculty member at the department level. A detailed and precise written statement of the purpose of the leave and the nature of the professional activity proposed must be filed with the chairman and/or dean simultaneously.

(b) Application must be filed with the department chairman and/or dean six months before the commencement of the proposed leave.

(c) The chairman will forward his recommendation to the appropriate dean.

(d) If approved by the dean, the application will be recommended to the Provost and President for action by the Board of Trustees.

(e) The applicant shall receive written notification of Board action four months prior to the commencement of the proposed leave. A faculty member may withdraw, without prejudice, his application for sabbatical at any time prior to Board action with the approval of his department chairman and dean. Once the Board has approved a sabbatical application, the faculty member may withdraw his application only with the approval of Oakland.

(f) If an application is rejected, the faculty member shall receive, either from his chairman or his dean (whichever is appropriate), notification in writing of the reasons for rejection.

(g) At the completion of the sabbatical leave, the faculty member will submit a report summarizing his activities during the time of the leave to his department chairman, his dean, and the Provost, by the end of the first semester after return from leave.

(h) If a faculty member is requested by Oakland or by his department chairman with Oakland's concurrence, to postpone a sabbatical leave granted under Paragraph 38, until the next academic year; the year of service during which the postponement occurred may be credited towards the faculty member's next following sabbatical leave. Only one such year of postponement may be so credited towards any one sabbatical leave.

42. RESEARCH LEAVES. There shall be available a limited number of research leaves. They will be of two types: a full year or a half year, both with full pay. Application for a research leave may be made at any time in a faculty member's service, but preference will be given to those with six or more years at Oakland. Such leaves will be administered by the University Research Committee, which will establish a system of applications, the refereeing of proposals, and the monitoring of leave activity. Such leaves are intended to support the accomplishment of specific scholarly or scientific projects, and they should be granted on the basis of judgment by qualified scholars in the discipline of the applicant as to the value of the proposal and the likelihood of its completion. Oakland's decision to deny a particular request for research leave shall not be subject to the grievance procedure established hereunder.

43. ABSENCE FOR ILLNESS OR INJURY. Faculty members who are unable to work because of illness or injury shall promptly notify Oakland of their absence. Oakland shall continue to provide benefits provided under this Agreement to any faculty member unable to work due to illness or injury for a period not to exceed six months, provided that if said faculty member is receiving disability insurance or Workmen's Compensation benefits during any such period of absence,

Oakland shall pay the difference between any such benefits and his regular compensation.

44. It is understood between the parties that the custom of collegiality (the practice of a colleague teaching in the place of an absent faculty member) shall continue under this Agreement, but the operation of said custom shall not affect the right of any faculty member to benefits under Paragraph 43.

ARTICLE X

UNPAID LEAVE

45. LEAVE OF ABSENCE. Leave of absence shall be granted to any faculty member upon recommendation of his department chairman and upon approval by Oakland. The faculty member shall receive no compensation from Oakland during the period of his leave.

46. LEAVE OF ABSENCE: PERIOD. Leave of absence may be granted for either (a) a twelve month period commencing on August 15th of the year in which it was requested or (b) the fall or winter semester (depending on the faculty member's request) of the year for which it was requested. A faculty member electing leave under Paragraph 46 (b) shall receive one-half the yearly compensation provided under Appendix B, subparagraphs (a) through (f).

Where exceptional circumstances require, a faculty member may request, through appropriate channels, special unpaid leave for a period longer than twelve months or shorter than a semester. Oakland shall notify the Association of approval of all unpaid leaves of absence.

47. LEAVE OF ABSENCE: SUCCESSION. A faculty member's continuous leave of absence shall not exceed twelve months except as provided for in Paragraph 46. A faculty member must return to the paid employ of Oakland for a period of one academic year following the twelfth month of his leave of absence before he may be granted any further leave, unless special circumstances warrant as in Paragraph 46. Exceptions to this provision shall be made only with the concurrence of the department chairman and Oakland.

48. LEAVE OF ABSENCE: APPLICATION. The faculty member wishing a leave of absence shall submit a written request to his department chairman or Oakland at least six months before the beginning of such leave. If approved, the request shall

be forwarded through the appropriate channels for actions. If his leave is granted for a twelve month period, his department may, upon approval of Oakland, replace him with a temporary faculty member of equivalent rank and salary. If the request for leave is rejected, Oakland will notify the faculty member in writing of the reasons for rejection and send a copy of such statement to the Association.

49. LEAVE OF ABSENCE: CONTRIBUTIONS BY OAKLAND. During any 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 his contributions voluntarily if he so desires.

50. LEAVE OF ABSENCE: REAPPOINTMENTS. For a faculty member on leave of absence for one year or less, the period of time on leave shall not interfere with the opportunity for promotion or increase in salary. Unless otherwise provided by prior agreement between a non-tenured faculty member and Oakland, a leave of absence for less than a year shall count as part of the probationary period. If a non-tenured faculty member, prior to taking a leave of absence for one year, notifies Oakland in writing that he so chooses, then the non-tenured faculty member shall have his appointment period extended appropriately.

51. LEAVE OF ABSENCE: REQUEST FOR EXTENSION. All requests for extension of any leave of absence must be made in writing to the faculty member's department chairman and the appropriate dean no later than six months prior to the end of his leave.

52. LEAVE OF ABSENCE: MATERNITY LEAVE. A pregnant faculty member shall be granted sick leave with pay pursuant to Paragraph 43 for such a period of time as her physician shall state that she is physically unable to teach, up to a maximum of six months. In addition, any faculty member having given birth shall be entitled to leave without pay for the rest of the current semester and for any semester beginning 3 months after the birth.

53. LEAVE OF ABSENCE: FAILURE TO RETURN. All faculty members who take any leave described in Article X shall continue to be deemed employees of Oakland, and shall be entitled to return to their previous employment upon expiration of their leaves. If a faculty member fails to return to paid employment with Oakland for the regular semester immediately following the expiration of his leave of absence, he shall be deemed to have voluntarily resigned his position, unless he is unable to return to work because of illness or injury.

ARTICLE XI

WORK OR BUSINESS INTERRUPTION

54. 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 XII

GRIEVANCE PROCEDURE

55. 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 his or their employment at Oakland, arising from a problem, or from an application or interpretation of this Agreement, will be adjusted as stated in this Article XII. Any individual faculty member or group of faculty members, other than the Association, at any time, may present grievances 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.

56. CONSTRUCTION. Nothing in this Article XII 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 1, 2 and 3 of the grievance procedure, as set forth in paragraphs 58 through 60 of this agreement, shall be pursued to completion before any application for arbitration may be made under Paragraph 61 unless the parties enter into a written waiver of those steps and agree to proceed directly to arbitration. No faculty member or group of faculty members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder. In computing any time limit specified under this Article XII, Saturdays, Sundays and holidays will be excluded.

57. PROCEDURE AND TIME LIMITS: INITIATION. Either a faculty member, a group of faculty members, or the Association may initiate a grievance by serving a written notice of it on Oakland's designated representative within thirty days after the grievance arises. Such notice shall concisely state the facts upon which the grievance is based and specify the relief and remedy sought. If no notice is served in that time, the grievance is barred.

58. PROCEDURE AND TIME LIMITS: STEP ONE. After the timely filing of an initiation notice, Oakland's designated representative will discuss the grievance with the appropriate representative of the Association or with the faculty member or members filing the grievance, as the case may be. This discussion, unless extended by written agreement for a specified period, will be completed within seven days after the required initiation notice is filed. If the grievance is adjusted to the satisfaction of the parties to the grievance, it will be reduced to writing and signed by the parties. Where the Association objects to the adjustments of any grievance, to which it was not a party, it may, within five days from the receipt of a signed adjustment of the grievance, remove the grievance to Step Two under the terms of Paragraph 59 by filing a written notice of its objections to the adjustment with Oakland. If the Association does not remove an adjusted grievance to Step Two as herein provided, the adjustment will be final and the grievance will be barred except as the adjustment may otherwise provide.

59. PROCEDURE AND TIME LIMITS: STEP TWO. If the grievance is not adjusted in the time specified in Step One, the Association may, within five days of Step One's completion, request that the grievance be referred to the Employment Relations Department. The faculty member, group of faculty members, or a representative of the Association will discuss the grievance with a representative of Oakland's Employment Relations Department. This discussion unless extended by written agreement for a specified period, will be completed within five days after the filing of a request to have the grievance considered in Step Two. If the grievance is adjusted to the satisfaction of the grievant, Oakland and the Association, at this step, the adjustment will be reduced to writing and signed by the parties. Oakland will give a copy to the Association. The adjustment will be final and binding upon the parties and the grievance will be barred, except as the adjustment may otherwise provide.

60. PROCEDURE AND TIME LIMITS: STEP THREE. If the grievance is not adjusted in the time specified in Step Two, the group of faculty members, the faculty member himself, or the President of the Association or his designated represen-

tative may, within five days of Step Two's completion, request a discussion of the problem with the President of Oakland or his designated representative. This discussion, unless extended by written agreement for a specified period, will be completed within five days after the filing of said request. If the grievance is adjusted to the satisfaction of the grievant, Oakland and the Association at this step, the adjustment will be reduced to writing and signed by the parties to the grievance. Oakland will give a copy to the Association. The adjustment will be final and binding upon the parties and the grievance will be barred, except as the adjustment may otherwise provide.

61. PROCEDURE AND TIME LIMITS: ARBITRATION. If the grievance is not adjusted in the time specified in Step Three, either the Association or Oakland may ask the American Arbitration Association to arbitrate the grievance. An arbitration requested hereunder may be conducted under the Expedited Labor Arbitration procedures of the American Arbitration Association, if that procedure is agreed upon by both Oakland and the Association. If the parties do not agree on the expedited procedure, then the grievance will be arbitrated under the then current voluntary labor arbitration rules of the American Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Paragraphs 62 and 63 of this Agreement. Requests for arbitration hereunder shall be written, with simultaneous written notice to the other party, and if not so filed and noticed within thirty days after the completion of Step Three, the grievance will be barred.

62. PROCEDURE AND TIME LIMITS: ARBITRATION: ARBITRATOR'S DECISION AND COMPENSATION The arbitrator will render his decision in writing within thirty days (or such additional time as the parties may by writing agree) after any grievance has been submitted to him, and his 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.

63. PROCEDURE AND TIME LIMITS: ARBITRATION: 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 which does not relate to wages, hours, or conditions of employment, (c) formulate or add any new policy or rule, and (d) substitute his judgment for academic judgment in the

establishment of the classification or change in classification of any faculty member.

64. PROCEDURES AND TIME LIMITS: EXTENSION OF TIME LIMITS. The time limits in this Article XII may be extended by written mutual consent of the parties concerned.

65. PROCEDURES AND TIME LIMITS: ASSOCIATION RIGHTS. The Association shall have the right to be present at any meeting conducted under the provisions of Paragraphs 57 to 61 above.

ARTICLE XIII

UNIVERSITY MANAGEMENT

66. Oakland has the legal responsibility and, subject to the terms of this Agreement, the right to manage its operations, including but not limited to the right to (a) hire, assign, promote, demote, schedule, discipline, and discharge faculty members; (b) determine and schedule the academic year; (c) locate or relocate its physical facilities and equipment; (d) control all of its property.

ARTICLE XIV

GUARANTEE OF RIGHTS

67. There shall be no discrimination against any faculty member or against any applicant for employment by reasons of age, race, creed, marital status, color, sex, religion, national origin, or citizenship.

ARTICLE XV

PAST PRACTICES

68. EDUCATIONAL POLICY. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges and responsibilities are described under the appropriate constitutions of the various parts of the University. Changes or modifications in University, school or college procedures which

affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures prescribed in the University, school or college constitutions, as approved by Oakland.

69. FACULTY AND OFFICE OF CHAIRMAN. The following existing rights, privileges, and responsibilities not specifically delineated by this Agreement, or by University, school, or college constitutions, 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 associated with the office of department chairmen in the internal organization and governance of academic departments and in representing the interest of the department in relations with school, college, and University shall include but not necessarily be limited to the following responsibilities:

1. To recommend to Oakland and to initiate all personnel actions concerning present and prospective faculty and staff members assigned or to be assigned to the department. Such personnel actions include recommendations on:

   a. Faculty and staff appointments, reviews, reappointments, promotions and terminations.

   b. Salaries

   c. Leaves of absence

   d. Travel

2. To submit budget requests and to administer departmental budgets within the policies established by Oakland.

3. To recommend scheduling of teaching and research assignments of faculty and staff members assigned to the department.

4. To exercise academic leadership in the teaching, research and other activities of the department.

5. To serve as the first line of appeal in the event of student, faculty, or administrative complaints concerning the department.

(b) The rights, privileges, and responsibilities of individual faculty members in the conduct of their teaching and research.

(c) No faculty member shall be required to teach more than one course per year in the evening.

(d) Departments which wish to schedule spring and summer teaching as part of regular teaching assignments rather than for extra compensation may do so with the consultation and approval of the dean of the school or college and of the dean of the summer school and of the individual faculty member involved.

In the event of conflict between such established rights, privileges, and responsibilities and the provisions of this Agreement, the terms of this Agreement shall be controlling.

70. APPOINTMENT, REAPPOINTMENT AND TENURE. All procedures pertaining to the appointment, reappointment and tenure of faculty members which have been established by continued practice, or which are as described by the Policy Handbook for Faculty, the constitutions of the several colleges and schools, and/or present policies of Oakland, shall remain in force until changed through regularly established procedures. These practices and procedures themselves, and the substantive decisions which follow from them, shall not be subject to the grievance procedure hereunder nor be subject to further bargaining between the parties for the period of the Agreement. However, issues of fact regarding whether or not the regularly established procedures were followed will be subject to the grievance procedure hereunder.

There shall be no restriction on the operation of established tenure policies and procedures without prior submission of such proposed restriction to an advisory mail referendum of all faculty eligible to vote in Senate elections. Establishment of a fixed proportion of tenured to non-tenured faculty shall be considered such a restriction.

Oakland shall inform all departments, schools, or academic units in writing of their allocated faculty positions prior to making reappointment, promotion, or tenure recommendations. After departments, schools or academic units (and committees thereof) have made their recommendations in conformance with these allocations,

Oakland may modify such allocations only in the event of drastic program curtailment, significant enrollment shifts or significant changes in budgetary resources. This paragraph does not apply to initial appointments.

71. PROCEDURAL MATTERS. Existing procedures, policies, and practices of the faculty members and Oakland as outlined by the constitutions of the University and its several schools and colleges and as established by Oakland, shall be continued. Such procedures, policies, and practices shall be subject to modification according to the constitutions of the University and its several schools and colleges and as accepted by Oakland.

ARTICLE XVI

APPOINTMENT DATES

72. All regular full-time faculty appointments, reappointments and promotions will take effect on August 15.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

73. MEETINGS. 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.

74. INTEREST SUCCESSION. This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors and assigns.

75. AGREEMENT CONSTRUCTION. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

76. SEPARABILITY. If any decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

77. FACULTY CONDITIONS

(a) KEYS. Upon written request, Oakland will provide each full-time faculty member with a key to the building in which his office is housed. Said key must be returned upon termination of employment with Oakland.

(b) FACULTY OFFICE. Oakland will provide each full-time faculty member with an adequate, suitably equipped office. (The parties agree that this paragraph is not intended to imply that the general standard of office space provided by Oakland is inadequate).

(c) FACULTY 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 such faculty members in carrying out their professional responsibilities as related to their job assignments.

(d) FACULTY PARKING. Oakland will provide adequate parking space for faculty members. Reasonable fees will be assessed for such parking privileges.

78. AVAILABILITY OF FACULTY BENEFIT INFORMATION. Oakland shall make available written descriptions of faculty benefit programs, including such benefits as Sick Pay Exclusion and Workman's Compensation.

79. PHYSICAL EXAMINATION REIMBURSEMENT. Oakland shall pay the full cost or $20, whichever is less, for the pre-employment physical examination required of potential faculty members.

80. This Agreement shall supercede any rules, regulations, or practice of Oakland which shall be contrary or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual faculty contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XVIII

MINIMUM TERMS

81. This Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Oakland will not employ a faculty member on terms less favorable to him than those stated herein. In the event 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 faculty member already employed by Oakland, increases in compensation or other benefits, which 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 which exceed those provided by this Agreement as long as the Association is notified of the terms and conditions of such employment.

ARTICLE XIX

AMENDMENT

82. In reaching this Agreement, Oakland and the Association have considered all matters lawfully subject to collective bargaining.

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 obliged to agree to any proposed amendment of supplement.

ARTICLE XX

EXCHANGE OF INFORMATION

83. Oakland shall make available to the Association, within a reasonable time after receiving a request, all information which is reasonably required or legally necessary for the 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 is not already compiled in the form requested.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

84. This Agreement will be effective from 12:01 a.m. (prevailing Rochester time), July 1, 1972, to 11:59 p.m. (prevailing Rochester time), June 30, 1975, subject to re-opening by either party on or after March 1, 1973 and February 1, 1974, on the following subject and under the following limitations:

a. On or after March 1, 1973, the Agreement may be opened on monetary and economic items which include, but are not limited to, items of salaries, supplies and services, work load, and student-faculty ratio. In addition to such items, each party may designate the subject matter in one article of this Agreement for re-opening and negotiation. No other article, appendix or paragraph of this Agreement or collective bargaining subject shall be open for negotiation until on or after February 1, 1974.

b. On or after February 1, 1974, this Agreement shall be open on all items, except those covered in Articles XI, XXI, and XXII.

ARTICLE XXII

ARBITRATION

85. ARBITRATION. If Oakland and the Association are unable to reach agreement on any item which has been opened for negotiation under Article XXI, Paragraph 84 of this Agreement on or before May 1, 1973, or May 1, 1974, as the case may be, then either party may ask the American Arbitration Association to arbitrate the dispute which exists between the parties on such reopened item. Any such request for arbitration will be written, with simultaneous written notice to the other party.

Following any request for arbitration, the parties shall each select an arbitration panel delegate and shall attempt to agree upon a mutually acceptable person to act as arbitrator and chairman of the panel of arbitration. In the event that the parties are unable to agree upon the selection of a chairman by May 10 of the year in which the dispute occurs, then the chairman shall be selected by the American Arbitration Association according to its then current voluntary labor arbitration rules, provided, however, that no chairman shall be appointed by the American Arbitration Association who has not been approved by the parties unless and until the parties have had submitted to them three lists of chairmen from the American Arbitration Association's panel and have been unable to select a mutually satisfactory chairman of the arbitration panel therefrom. The chairman of the arbitration panel shall have the authority, at the outset of the hearing, to organize and state the items in dispute as a manageable number of issues and the panel shall select the last offer of settlement on each issue so organized according to the provisions of Paragraph 87.

86. The arbitration panel selected under Paragraph 85 shall hold a hearing and render a decision, in writing, which shall be supported by competent, material and substantial record evidence on each issue in dispute. Said decision shall be binding when concurred in by a majority of the panel and may be enforced in any court of competent jurisdiction. In the event dispute arises as to the arbitrability of any issue under this Article, the arbitration panel shall rule on the arbitrability of said issue before taking evidence on the merits of any issue.

87. At or before the commencement of any arbitration hearing held pursuant to Paragraph 85 the parties shall identify the items in dispute and submit to the chairman of the arbitration panel and to each other their last offer of settlement on each issue in dispute, provided however, that nothing shall prevent either party from altering its last offer of settlement on any disputed issue at any time prior to the closing of the hearing record by the chairman of the arbitration panel. Based upon the hearing record made before them the arbitration panel shall adopt, by a majority vote, the last offer of settlement presented to it by either party which more nearly complies with the applicable factors for decision prescribed in Michigan Compiled Laws Annotated S423.239 as adopted October 1, 1972.

ARTICLE XXIII

APPENDICES

88. All appendices designated hereinafter as Appendices A, B, C, D, E, F, G, H, I, J, and K shall be deemed a part of this Agreement and shall be fully enforceable under the enforcement procedures hereof.

89. The signature hereon shall be applicable to each of the various written agreements to which each part has committed itself in the same manner and in the same effect as if physically subscribed hereon.

90. 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: Harvey Burdick
Harvey Burdick
Executive Committee

by: James H. McKay
James H. McKay
Bargaining Team

March 13, 1973

BOARD OF TRUSTEES OF
OAKLAND UNIVERSITY

by: Donald D. O'Dowd
Donald D. O'Dowd
President of the University

by: Carl R. Westman
Carl R. Westman
Chief Negotiator

by: John H. De Carlo
John H. De Carlo
Secretary of the Board
of Trustees

APPENDIX A

DISMISSAL PROCEDURES

STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS*

The following Statement on Procedural Standards in Faculty Dismissal Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associatons at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the "academic due process" that should be observed in dismissal proceedings. The exact procedural standards here set forth, however, "are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide. . ."

Introductory Comments

Any approach toward settling the difficulties which have beset dismissal proceedings on many American campuses must look beyond procedure into setting and cause. A dismissal proceeding is a symptom of failure; no amount of use of removal process will help strengthen higher education as much as will the cultivation of conditions in which dismissals rarely if ever need occur.

Just as the board of control or other governing body is the legal and fiscal corporation of the college, the faculty are the academic entity. Historically, the academic corporation is the older. Faculties were formed in the Middle Ages, with managerial affairs either self-arranged or handled in course by the parent church. Modern college faculties, on the other hand, are part of a complex and extensive structure requiring legal incorporation, with

*Reprinted from Policy Documents and Reports of the American Association of University Professors (Washington, D.C., 1969).

stewards and managers specifically appointed to discharge certain functions.

Nonetheless, the faculty of a modern college constitute an entity as real as that of the faculties of medieval times, in terms of collective purpose and function. A necessary pre-condition of a strong faculty is that it have first-hand concern with its own membership. This is properly reflected both in appointments to and in separations from the faculty body.

A well-organized institution will reflect sympathetic understanding by trustees and teachers alike of their respective and complementary roles. These should be spelled out carefully in writing and made available to all. Trustees and faculty should understand and agree on their several functions in determining who shall join and who shall remain on the faculty. One of the prime duties of the administration is to help preserve understanding of those functions. It seems clear on the American college scene that a close positive relationship exists between the excellence of colleges, the strength of their faculties, and the extent of faculty responsibility in determining faculty membership. Such a condition is in no wise inconsistent with full faculty awareness of institutional factors with which governing boards must be primarily concerned.

In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, will be a rare exception, caused by individual human weakness and not by an unhealthful setting. When it does come, however, the college should be prepared for it, so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague.

One persistent source of difficulty is the definition of adequate cause for the dismissal of a faculty member. Despite the 1940 Statement of Principles on Academic Freedom and Tenure and subsequent attempts to build upon it, considerable ambiguity and misunderstanding persist throughout higher education, especially in the respective conceptions of governing boards, administrative officers, and faculties concerning this matter. The present statement assumes that individual institutions will have formulated

their own definitions of adequate cause for dismissal, bearing in mind the 1940 Statement and standards which have developed in the experience of academic institutions.

This statement deals with procedural standards. Those recommended are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide to be used according to the nature and traditions of particular institutions in giving effect to both faculty tenure rights and the obligations of faculty members in the academic community.

Procedural Recommendation

1. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reason arises to question the fitness of a college or university faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers should ordinarily discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if anzadjustment does not result, a standing or ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations should informally inquire into the situation, to effect an adjustment if possible and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the president of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the president and the faculty committee; if there is disagreement, the president or his representative should formulate the statement.

2. Commencement of Formal Proceedings

The formal proceedings should be commenced by a communication addressed to the faculty member by the president

of the institution, informing the faculty member of the statement formulated, and informing him that, if he so requests, a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time should be allowed the faculty member to prepare his defense. The faculty member should be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him. The faculty member should state in reply whether he wished a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the statements in the president's letter.

3. Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay.

4. Hearing Committee

The committee of faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the president's letter to the faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chairman.

5. Committee Proceeding

The committee should proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether he should be removed; otherwise the hearing should go forward. The committee, in consultation with the president and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony or witnesses and other evidence concerning the matter set forth in the president's letter to the faculty member should be received.

The president should have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the committee should determine the order of proof, should normally conduct the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the president. The faculty member should have the additional procedural rights set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, and should have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his counsel and the representative designated by the president should have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member should have the opportunity to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the hearing committee to withhold this right or where the witness cannot appear, the identity of the witness, as well as his statements, should nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules or court procedure.

6. Consideration by Hearing Committee

The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the faculty member or his counsel and the representative designated by the president to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The president and the faculty member should be notified of the

decision in writing and should be given a copy of the record of the hearing. Any release to the public should be made through the president's office.

7. Consideration by Governing Body

The president should transmit to the governing body the full report of the hearing committee, stating its action. On the assumption that the governing board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the governing body chooses to review the case, its review should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee should either be sustained or the proceeding be returned to the committee with objections specified. In such a case the committee should reconsider, taking account of the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration should the governing body make a final decision overruling the committee.

8. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

OAKLAND UNIVERSITY CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

by: Harvey Bardick
Harvey Bardick
Executive Committee

BOARD OF TRUSTEES OF
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by: Donald D. O'Dowd
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by: James H. McKay
James H. McKay
Bargaining Team

March 13, 1973

by: Carl R. Westman
Carl R. Westman
Chief Negotiator

by: John H. De Carlo
John H. De Carlo
Secretary of the Board
of Trustees

APPENDIX B

COMPENSATION

(a) REGULAR ANNUAL SALARY: Excepting assistant instructors, each full-time faculty member's regular annual salary shall be the product of the university salary minimum for his current level multiplied by his assigned department-school factor, multiplied by his personal factor. Such compensation shall be paid monthly in an amount equal to one-twelfth (1/12) of regular annual salary.

(b) UNIVERSITY SALARY LEVELS: Every full-time faculty member shall at all times be assigned a salary level. Any faculty member employed at any time before January 15, 1973 shall have as his initial level that level promulgated by Oakland as of January 15, 1973. Any faculty member beginning work after January 15, 1973 shall be assigned that level which would generate a salary which most nearly approximates the initial salary offered and paid to said faculty member by Oakland. For the purpose of this level assignment said new faculty member shall be assumed to have a mid-range personal factor.

On each July 1st during this Agreement each faculty member below the highest level within his rank shall automatically advance one level from that level which he held the previous December 31, provided that a person first assigned a level or a faculty member who receives a change in level assignment after December 31 of any year shall not recieve the automatic advance in level hereinabove provided.

Oakland may, upon the recommendation of the appropriate department or school, advance a faculty member by a level or more than one level at any time, provided any faculty member shall be entitled to maintain at least the level so granted at all times thereafter.

No faculty member shall be assigned a level below his academic rank.

This subparagraph (b) of Appendix B shall apply fully to all faculty members exercising any leave provision of this Agreement, and said faculty members shall receive level assignments and advancement regardless of whether or not they are receiving salary.

The University salary minimum for each level shall be as follows:

RANK	LEVEL	MINIMUM SALARY
Instructor	1	$ 9,364
	2	9,490
	3	9,616
	4	9,743
Assistant Professor	11	10,716
	12	10,934
	13	11,155
	14	11,379
	15	11,607
	16	11,839
Associate Professor	21	12,966
	22	13,147
	23	13,328
	24	13,506
	25	13,686
	26	13,863
	27	14,037
	28	14,211
Professor	31	15,943
	32	16,166
	33	16,387
	34	16,609
	35	16,828
	36	17,045
	37	17,261
	38	17,474
	39	17,684
	40	17,892
	41	18,095

(c) SPECIAL INSTRUCTORS AND LECTURERS: Full-time faculty with the rank of special instructor or lecturer shall be assigned an equivalency rank and level by Oakland, after consultation with the appropriate department or school. This equivalency rank and level may fall within any of the ranks and levels of subparagraph (b).

(d) DEPARTMENT-SCHOOL FACTORS: Unless altered by Oakland during subsequent negotiations, the department-school

factors for the duration of this contract shall not be grievable and shall be as follows:

UNIT	FACTOR
Allport College	1.091
College of Arts & Sciences:	
Art	1.010
Biological Sciences	1.063
Chemistry	1.040
Classics	1.014
English	1.015
History	1.040
Linguistics	1.015
Mathematics	1.105
Modern Languages & Literatures	1.005
Music	1.015
Philosophy	1.015
Physics	1.073
Political Science	1.050
Psychology	1.075
Sociology/Anthropology	1.130
Speech Communication	1.039
School of Economics & Management	1.178
School of Education:	
Department I	1.158
Department II	1.149
Department III	1.035
School of Engineering	1.108
School of Performing Arts	1.056
Learning Skills	1.086
Library	1.002

Each faculty member shall have applied in computing his compensation the department-school factor of the department or school in which he holds his appointment.

(e) PERSONAL FACTORS: The bargaining unit members in each department or school shall assign for each academic year, through its own procedures, a personal factor to each full-time faculty member (including the department chairman) in the department or school. The possible personal factors range from 1.000 to the maximum personal factor for the rank and level in steps of .002 (i.e., permissible values are 1.000, 1.002, 1.004, 1.006 up to the maximum). The personal factor for a faculty member at a particular rank and level may not exceed the maximum personal factor specified in Table I. The total of the personal factors in a department or school must

TABLE I

RANK	LEVEL	PERSONAL FACTORS MID-RANGE	PERSONAL FACTORS MAXIMUM
Instructor	1	1.030	1.062
	2	1.042	1.084
	3	1.052	1.106
	4	1.064	1.128
Assistant Professor	11	1.030	1.062
	12	1.042	1.084
	13	1.052	1.106
	14	1.064	1.128
	15	1.076	1.150
	16	1.086	1.174
Associate Professor	21	1.036	1.072
	22	1.052	1.106
	23	1.070	1.140
	24	1.086	1.174
	25	1.104	1.210
	26	1.124	1.248
	27	1.142	1.286
	28	1.162	1.326
Professor	31	1.036	1.072
	32	1.052	1.106
	33	1.070	1.140
	34	1.086	1.174
	35	1.104	1.210
	36	1.124	1.248
	37	1.142	1.286
	38	1.162	1.326
	39	1.184	1.366
	40	1.204	1.410
	41	1.226	1.454

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equal the total of the mid-range personal factors for the rank and level of the faculty in the department or school. The mid-range values are given in Table I. For the purpose of the calculations of this paragraph, only full-time continuing faculty are to be included.

Each individual personal factor shall be subject to the approval of Oakland. Disapproval of any personal factor shall operate to permit the recalculation of all personal factors by the department. The personal factor assigned to a faculty member is not grievable.

Initial assignments of personal factors shall be concluded each academic year within 30 days after the conclusion of negotiations pursuant to Paragraph 84 or within 30 days after an award is rendered pursuant to Paragraph 85 as the case may be. Disapproval by Oakland shall be delivered to the department chairman within ten days after receipt by Oakland of initial assignment or said disapproval shall be void.

(f) MAXIMUM PERSONAL FACTORS: Each faculty member receiving the maximum personal factor available to him shall receive for the 1972-73 salary year a regular salary equal to 1.08 times the dollars paid him for 1971-72 if the dollar amount yielded by said computation is greater than that yielded by the computation provided for in subparagraph (a) of this Appendix B.

(g) COMPENSATION FOR CHAIRMAN: In addition to base salary, Oakland will pay department chairman, the director of area studies, and inner college chairmen additional compensation for the performance of duties required by such assignments. Such additional compensation will be paid on the following basis:

1. Chairmen having departments containing fewer than 11 full-time faculty members who are members of the bargaining unit and who are teaching in the fall term shall receive special compensation in the amount of $1,200.00.

2. Chairmen having departments of 11 or more full-time faculty members who are members of the bargaining unit and who are teaching in the fall term shall receive special compensation in the amount of $1,250.00 plus $50.00 for each such full-time faculty member in excess of 11 up to a maximum special compensation of $2,000.00.

A faculty member will be counted only in the department of his primary appointment, provided however, that a faculty member serving as a chairman in a department other than the one in which he has his primary appointment shall be counted in the department in which he acts as chairman.

Special compensation determined hereunder will be apportioned for service rendered during each term as follows: fall and winter terms, 40% each of special compensation payable; spring term, 20% of special compensation payable. Should Oakland determine that the services of a chairman are necessary during a summer term, such services will be compensated on the basis of an additional 20% of the special compensation normally payable.

If the duties of a chairman are performed by an Oakland-approved designate in any term, such designate will be paid in lieu of the chairman for such term.

(h) SPRING AND SUMMER RATE OF PAY: Any faculty member teaching in the spring or summer terms shall receive additional compensation equal to eighteen percent (18%) per term of the regular annual salary provided in subparagraphs (a) through (f) of this Appendix B, for the academic year preceeding said spring and summer terms, multiplied by the number of spring and summer courses taught. Whenever possible courses in the spring and summer terms will be taught by regular faculty members.

(i) PART-TIME FACULTY: Members of the bargaining unit who work part-time will receive a salary 1.055 times their corresponding 1971-1972 salary.

(j) OFF-CAMPUS OVERLOAD TEACHING: Any faculty member teaching off-campus overload credit courses shall receive additional compensation at the rate of $350.00 per credit hour taught, up to a maximum of $1,400.00 per 4 credit course taught. Whenever possible, off-campus credit courses will be taught by regular faculty.

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APPENDIX C

SUPPLIES AND SUPPORT SERVICES

LETTERS OF AGREEMENT 1

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

Oakland University agrees to provide teaching supplies, support services, labor and equipment at adequate levels not less than that provided in the 1970-1971 academic year.

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APPENDIX D

RESEARCH FUNDS

LETTER OF AGREEMENT 2

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

Oakland agrees that it will provide funds for research by members of the bargaining unit totaling $22,500.00 during each academic year. These funds do not include and are over and above any funds allocated to any research leaves, or to the Institute of Biological Sciences, or funds allocated for internal computer use.

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APPENDIX E

UNIVERSITY CALENDAR

LETTER OF AGREEMENT 3

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

The regular academic year shall consist of two semesters, each consisting of fifteen weeks of instruction and an examination period. Classes for the fall semester shall begin no earlier than the last Wednesday in August or the last Monday in August, whichever is later. The examination period shall end before Christmas. Classes for the winter semester shall begin after New Year's Day and the examination period shall end by the end of April. In addition, two eight week sessions may be scheduled during the spring and summer months.

The University Senate shall be responsible for recommending specific dates of the University calendar to the President.

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APPENDIX F

DURATION OF SALARY

LETTER OF AGREEMENT 4

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

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 all faculty members during that academic year. The parties agree that faculty members are paid on a monthly basis for the duration of their appointments.

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APPENDIX G

STUDENT-FACULTY RATIO

LETTER OF AGREEMENT 5

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

Oakland agrees that it will maintain a student/faculty ratio for each fiscal year which reflects changes in federal or special funding for particular programs, calculated as follows:

$$\frac{\text{FYES for the fiscal year}}{\text{FYES for the fiscal year} + \text{FTE supported with federal or special funding during the fiscal year.}} = \text{maximum ratio allowable}$$

$$21.4$$

The student/faculty ratio is defined as the ratio of fiscal year equated students (FYES) to full-time equivalent faculty (FTE). The FYES figure shall include every hour of credit delivered by Oakland during the fiscal year. The conversion to FYES shall be in accordance with the following conversion formula:

31 undergraduate credits = 24 master's level credits = 16 doctoral level credits = 1 FYES.

During each fiscal year, the number of full-time equivalent faculty (FTE) shall be calculated using the following instructions:

1. Faculty supported from all sources are eligible for inclusion in accordance with items 2-9 below.

2. All faculty appointed full-time for the fall and winter terms are to be valued at 1.0 for the period, except as provided in items 5, 6, 7 and 8 below.

3. Part-time appointment values are to be based on the number of courses taught (each 4-credit course taught = .18 FTE), regardless of salary paid, with these exceptions:

   a) Applied music instructors are to be counted on the basis of .025 times the number of course credits taught.

b) Supervisors of student teachers are to be valued at .018 FTE per student supervised, and

c) Short-term ADA faculty (typically 4-6 week appointments) are to be valued at .1 FTE per appointment.

4. Administrators (such as deans, acting deans, associate deans, assistant deans, A-P staff) are to be values at .18 FTE for each 4-credit course taught.

5. Library faculty are to be excluded unless actually teaching, in which case they are to be valued at .18 FTE per 4-credit course taught.

6. Full-time faculty who receive overload payments for teaching are to be valued in excess of 1.0 FTE. Each overload 4-credit course equates to .18 FTE.

7. Spring and summer faculty appointments are equated at .18 FTE per 4-credit course taught.

8. Full-time faculty who are on paid or unpaid leave for part or all of the academic year, except those on research leaves under Paragraph 42, are to be 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.

9. Graduate assistants are to be included at the value of .25 per regular assistantship.

The calculated ratio and the FYES and FTE data--both actual and projected--will be made available by Oakland to the Association within 30 working days after the second enrollment summary is published, during the fall, winter and spring terms.

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APPENDIX H

LIBRARIAN'S WORK SCHEDULE

LETTER OF AGREEMENT 6

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

The parties agree that the past practice has been that librarians have been assigned work on a twelve-month schedule. The parties hereby recognize that the Fact-Finder declined the Association's request to change that practice.

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APPENDIX I

TENURE AND APPOINTMENT POLICY COMMITTEE

LETTER OF AGREEMENT 7

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland Chapter of the American Association of University Professors on March 13, 1973.

The parties shall ask the University Tenure and Appointment Policy Committee to do the following: (1) submit a proposal for the restructuring of that committee to the faculty (prior to November 15, 1972) for ratification by a simple majority of those voting in a mail referendum, (2) in the event of a negative vote, propose another revision within 30 calendar days. (3) Repeat step 2 until a proposal is adopted.

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APPENDIX J

TRAVEL BUDGET

LETTER OF AGREEMENT 8

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland Chapter of the American Association of University Professors on March 13, 1973.

Oakland agrees that the level of support available for travel reimbursement, authorized under Article VIII, paragraph 31, from the University travel budget shall be $44,000 during each fiscal year.

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APPENDIX K

LETTER OF AGREEMENT 9

This letter of agreement supplements Appendix B of this Agreement.

The parties have agreed in Appendix B, subparagraph (b) to a cut-off date of December 31 of any given year in determining whether a newly employed person or promoted faculty member shall be entitled to an automatic level advancement in the following year.

The parties recognize that it has been the practice at Oakland to promote instructors who have completed all of the requirements for their Doctoral degree at a Board of Trustees meeting following receipt by Oakland of confirmation from the degree-granting institution that such requirements have been met.

It is agreed between the parties, that in the event a faculty member's degree granting institution sends and Oakland receives confirmation prior to December 31 of any academic year under the contract, that the faculty member has completed all requirements for the Doctoral degree, and that faculty member is subsequently promoted based on that confirmation, that faculty member shall be treated for the purposes of Appendix B as having been promoted on or prior to December 31, and shall be eligible for an automatic level advancement on the following July 1.

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