

Oakland Community College  
and  
Oakland Community College  
Faculty Association

**Faculty  
Master Agreement**

September 1, 2021 – August 31, 2026

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## **ARTICLE I -- RECOGNITION**

### **1.1 RECOGNITION OF OCCFA**

The College recognizes the Oakland Community College Faculty Association (OCCFA) as the exclusive representative to the extent required by Michigan Public Act 379 of 1965, as amended, for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the term of this Agreement.

### **1.2 DEFINITION OF FULL-TIME FACULTY, ADJUNCT FACULTY AND TEMPORARY FULL-TIME FACULTY**

The term faculty shall include all persons employed by the College whose function is to instruct students or who act as Counselors, Librarians or Academic Support Center (ASC) Learning Specialists.

#### **A. FULL-TIME FACULTY**

The terms full-time faculty or faculty member shall include all faculty who are employed on a ten (10) month contract and who are either:

1. employed to teach at least thirty (30) credit hours of instruction as defined and distributed among the semesters in Article 2.1 D or
2. employed as Counselors, Librarians or ASC faculty, and who work at least thirty-four (34) hours per week.

Any reference to faculty throughout this master agreement refers to full-time faculty unless specifically stated otherwise.

#### **B. ADJUNCT FACULTY**

1. Adjunct teaching faculty are faculty who teach up to eight (8) credit hours in any semester. On a temporary basis the college may employ up to nine (9) adjuncts per semester over this limit. If the need arises to employ more than nine (9) adjuncts above this limit per semester, the parties will meet to discuss options. If an adjunct teaches more than 12 credits per semester they will be considered temporary full-time as defined in part C below.
2. Adjunct Counseling, Library and ASC faculty can work up to 270 hours in each semester.
3. Adjunct faculty working in both B.1 and B.2 above, shall have their maximum load prorated.
4. Notwithstanding the definitions in Article I, adjunct clinical instructors in Nursing may be employed for up to twenty-four (24) hours per week, but shall not be considered full-time faculty or faculty members under this Agreement.

### C. TEMPORARY FULL-TIME FACULTY

The College may employ temporary full-time faculty subject to the restrictions in this section.

The department in which the temporary full-time faculty serves shall recommend the individual to serve in this capacity, subject to the approval of the Academic Dean.

No temporary full-time appointment may exceed ten (10) months. If the College and OCCFA agree to extend the temporary full-time appointment for any period in excess of ten (10) months, that individual will receive benefits in accordance with Appendix G, sections 1, 2 and 3 but is not eligible for any other rights or benefits conferred under this FMA.

Temporary full-time faculty will not be considered as internal bidders for faculty vacancies that are posted during their contract period.

- D. There shall be no other types of faculty employed at the College other than as described, above.
- E. Full-time faculty do not supervise other faculty. All supervision of faculty shall be the responsibility of the Dean.

### 1.3 EMPLOYEES EXCLUDED FROM COVERAGE UNDER THE AGREEMENT

The following employees are excluded from this Agreement: those who do not meet the definition of full-time faculty, Academic Advisors, officers of the College, other administrative and supervisory personnel, and anyone performing administrative or supervisory functions for the College.

Administrative and supervisory functions do not include the specified duties of the department or discipline, as defined within this Agreement, even as they relate to adjunct or temporary full-time faculty nor participation in shared governance or participation on College committees, but do include administrative, decision-making roles (including general supervision of other college employees), service on appeal boards, committees with administrative decision-making responsibilities, and service on administrative bargaining teams.

### 1.4 EQUAL OPPORTUNITY AND NONDISCRIMINATION

Oakland Community College (OCC) does not discriminate against applicants, employees, or students on the basis of race, religion, creed, color, national origin or ancestry, sex, age, height, weight, marital status, sexual orientation, gender expression, veteran status, or disability, nor will sexual harassment be tolerated in its employment practices, and/or educational programs or activities. OCCFA will support the College in enhancing the diversity of its workforce.

### 1.5 ORGANIZATION OF FACULTY; DEFINITION OF CAMPUS, DEPARTMENT, AND DISCIPLINE

Full-time faculty shall be organized and assigned to a single home campus, a single department, and a single discipline. This organization and assignment shall not limit the location where they work nor the academic subject in which they teach or serve.

- A. The College has four campuses for administrative purposes. The term “campus” shall refer to one (1) of the following:
1. Auburn Hills Campus
  2. Highland Lakes Campus
  3. Orchard Ridge Campus
  4. Southeast Campus (the combination of Royal Oak and Southfield)
- B. Faculty from the same or related disciplines are organized into divisions. The College may modify this organization after giving OCCFA the opportunity to bargain with respect to the desired modifications.

<b>Division(s)</b>	<b>Discipline(s)</b>
1. Counseling & Learning Resources	(A.) CNS (B.) ASC, LIB
2. Communications, Arts & Humanities	(A.) COM, ENG (B.) ART, GRD, INT, MUS, PHO, THE (C.) ARB, CHI, ESL, FRE, FSH, GER, HUM, ITA, JPN, PHI, SLI, SPA (D.) CUL
3. Mathematics & Sciences	(A.) MAT (B.) BIO, CHE, FSN, GSC, PHY, PSC
4. Social Sciences	ANT, ECE, EDU, GEO, GLS, HIS, MHA, PER, POL, PSY, SOC, SRV
5. Engineering, Manufacturing and Industrial Technologies	ARC, APM, APP, APT, AFT, AUT, CAD, CAR, CMN, DDT, EEC, EGR, ETT, HER, HVA, IND, MCT, MSE, MTT, ROB, TED, TSC, WEL
6. Business & Information Technologies	(A.) ACC, BUS, ECO, MKT, PLG (B.) CIS
7. Health Professions	(A.) DHY, DMS, HCA, HEA, MDA, RAD, RSP, SUR (B.) NUR
8. Public Services	CRJ, EMS, FFT

The disciplines in a subsection designated (A.), (B.), (C.) or (D.) above, shall be referenced to as “related disciplines” to assist in the definition of department in subsection 1.5.C below and

in class assignments described in section 2.1.A of this Agreement. Disciplines in number 1 shall report to the Deans applicable to (A) and (B), respectively.

As additional academic subject areas are added to the college catalog or curriculum, such additions shall be assigned to one (1) of the disciplines indicated above or, subject to bargaining between the College and OCCFA, to a newly created discipline.

- C. The term “department” shall refer to a grouping of full-time faculty members at a single home campus assigned to the smallest unit as follows:
1. Four (4) or more full-time faculty from a single discipline; or,
  2. Four (4) or more full-time faculty from related disciplines; or,
  3. Four (4) or more full-time faculty from a single division; or
  4. Fewer than four (4) faculty from related disciplines with the approval of the Provost or Vice Chancellor for Student Services, as applicable; or,
  5. In a temporary understaffed department with fewer than four (4) full-time faculty.

Departments shall be constituted for two academic years based on the specified criteria as of the end of the first full week of each Fall semester in odd numbered years. The College shall maintain the structure of any department existing in the previous academic year for up to one (1) academic year where employee separation has caused a department to fall below the four (4) faculty minimum and the College intends to post a position in that department to be filled within one (1) academic year. When combining related disciplines pursuant to subsection (C) (2) above, the combination shall be made according to the majority vote of the faculty in the disciplines with less than four (4) full-time faculty.

Temporary departments shall have all the rights and responsibilities of a department. Temporary departments are to be temporary. It shall be a primary faculty staffing goal to eliminate temporary departments as soon as practical. In any situation where a temporary department exists, the College shall either post sufficient positions to create a normal department, or shall justify annually that additional positions are unnecessary because of relevant historical data, current enrollment trends, lack of the demonstrated program needs, necessary budget restrictions, and/or facility limitations. Nothing in this section shall require the College to employ full-time faculty in every discipline at every campus.

- D. A Dean will supervise faculty within each division referenced above. The parties recognize that an Associate Dean may perform functions reserved to a Dean under the direction of his or her Dean.

## **1.6 DEFINITION OF SEMESTER AND SESSION**

For purposes of this Agreement, “semester” is used to define the 15-week instructional period in the Fall and Winter calendars as described in Appendix D for each academic year. “Session” is used to define the instructional periods occurring during the Summer I and Summer II calendars as described in Appendix D and during the Summer calendars as described in Appendix D. Late-starting and/or early-ending courses or alternative length instructional periods may be offered in any given semester.

**1.7 DEFINITION OF INSTRUCTIONAL CREDIT HOUR**

The term “instructional credit hour” (ICH) shall be defined as fifteen (15) hours of instruction, such that one (1) ICH equals fifteen (15) hours of instruction.

**1.8 DEFINITION OF EXCESS CONTACT HOUR**

With the exception of Culinary faculty in section 2.7 B, the term excess contact hour shall be defined as scheduled instructional hours in excess of ICH.

**1.9 COUNT DATE**

The term “count date” shall be defined as the third (3rd) working day in the Fall and Winter semesters and the first (1st) working day in a Summer session. For any class section in which the first day of instruction occurs more than one (1) week into the semester or session, the count date shall be defined as 6:00 am following the first day of instruction for that class.

**1.10 DEFINITION OF STUDENT CREDIT HOUR**

The term student credit hour (SCH) shall be defined as the product of the students registered in a class section on the count date and the ICH for that class.

**1.11 DEFINITION OF FULL-TIME EQUIVALENT FACULTY**

The “term full-time equivalent faculty” (FTEF) in any semester shall be defined as the sum of the full-time faculty in the department and the quotient of either:

- A. The ICH of all sections taught by other faculty divided by fifteen (15) in the case of teaching faculty, or
- B. The hours worked by other faculty divided by thirty-four (34) in the case of Counselors, Librarians, and ASC faculty.

**1.12 DEFINITION OF WORKING DAY(S)**

The terms “working day” and “working days” in this Agreement shall consist of Monday through Friday, exclusive of holidays and other times during which the College is closed for business.

**ARTICLE II -- CONDITIONS OF WORK**

**2.1 TEACHING FACULTY**

For faculty members whose function is to instruct students, the following conditions shall prevail:

A. Creation and Staffing of the Annual Schedule

1. Creation of the Annual Schedule

- a. By the third Friday in September, Academic Deans will meet with their respective department chairs to discuss the course schedule for the upcoming year, taking into account program plans, student demand, and college resources.
- b. By the third Friday in October, department chairs shall provide their Academic Dean with a draft schedule for the upcoming academic year.
- c. By the first Friday in November, the Academic Deans will return the annual schedule to their respective departments, indicating any classes which the Deans

view as a concern related to program plans, student demand, or college resources.

- d. During the two weeks following the Dean's return of the draft schedules to their respective department chairs, the department chairs will have the opportunity to meet with their respective Academic Deans in an effort to collaboratively address any concerns raised by the Deans.
- e. By the second Friday in December, the departments will submit a proposed final schedule to the Dean. The Academic Dean will approve or reject the proposed schedule. If the Dean rejects any part of the proposed schedule, the Dean will identify those areas and the parties will have one week to address the Dean's concerns. In the event a schedule is not agreed to by the Dean and the department by the end of that week, the department may seek review by the Provost by submitting a written appeal within two (2) working days after the end of that week. If no appeal is made, then the Dean's final position during the deliberation period shall be implemented. If an appeal is timely made, then the Provost will resolve the matter and determine the final schedule.

2. Assigning names to sections:

Courses are always assigned in the following order of priority:

1. Qualified full-time faculty within the department.
  2. Qualified full-time faculty within the discipline or related discipline.
  3. Qualified full-time faculty at the home campus of the department.
  4. Other qualified full-time faculty.
  5. Qualified temporary full-time faculty.
  6. Qualified adjunct faculty.
- a. Each department will assign full-time faculty base load and overload in a manner (e.g., on a rotational basis) as reasonably determined by the department, so that opportunities to teach specific courses and sections are equitably available to all full-time faculty members in the department, while still respecting the members' seniority order and qualifications.
  - b. Faculty wishing to teach outside of their department should request to do so through the department chair of the receiving department.
  - c. Adjunct faculty names may not be added to the schedule until thirty (30) days prior to the first day of the semester.

3. Adding sections after the creation of the Initial Schedule:

Sections may be added after the creation of the initial schedule upon mutual agreement of the department and Academic Dean.

4. Cancelling of sections:

- a. Section cancellations will normally occur five (5) or more calendar days before the start of the applicable class, upon agreement of the department and the Academic Dean. Academic Deans, however, may cancel sections with

enrollments of fewer than twelve (12) students at any time during the ten (10) calendar days before the start of the applicable semester or session. Late start classes, however, may be cancelled per the above enrollment triggers five (5) days or more prior to the first day of class. Such cancellations initiated by a Dean will only be implemented after first giving the applicable department chair prior notice and the opportunity to confer with the Dean regarding the decision.

- b. When a section assigned to a full-time faculty member has been cancelled, that full-time faculty member may request assignment of another section not already assigned to another full-time faculty member.
- c. When classes assigned to full-time faculty are cancelled, those sections may be replaced with first unassigned sections, and secondly with sections assigned to adjuncts, but only up to two (2) overload sections can be replaced.

#### 5. Schedule Adjustment Period

During the first fifteen (15) working days of any semester or session, based on student demand and program needs, adjustments may be made to the schedule for the following semester or session as may be agreed by the department and Academic Dean, as initiated by either. If at the end of the fifteen (15) day period, the proposed changes are not agreed to, then the department may seek review by the Provost by submitting a written appeal within two (2) working days. If no appeal is timely made, then the Dean's final position during the fifteen (15) day deliberation period shall be implemented. If an appeal is timely made, then the Provost will resolve the matter and adjust the final schedule.

#### B. Hours on Campus

Scheduling of hours on campus, other than hours devoted to instruction, shall be the responsibility of the individual instructor, while taking into account the needs of the students, the department, and the College. Office hours and scheduled class hours shall be posted and regularly maintained by each faculty member in a print and an electronic form accessible to the students and the Academic Dean. Teaching faculty shall schedule and maintain a minimum of twenty (20) minutes per week on campus or on-line for student services for each ICH taught, both base load and overload. On-line office hours cannot exceed 50% of the office hours required. Faculty members teaching base load in any semester shall schedule their workload so as to be on campus for classes and /or office hours a minimum of three (3) days each week during the weeks they are teaching classes.

#### C. Continuous Assignment Limitation

A faculty member's class assignments shall be scheduled within a continuous eight (8) hour period in any one (1) day except as the faculty member and the department might otherwise agree and except when Section 2.10 is applied.

#### D. Base Load ICH

1. The base load of faculty members, exclusive of overload, shall be thirty (30) credit hours of instruction and those ICHs shall be distributed based on the following options:

15-15  
12-12-6  
16-14  
14-16

A faculty member may teach no more than 67% of the faculty member's base load as distance education. With consent of the discipline, the department, and the College, or as the College determines is required by the Americans with Disabilities Act (or other similar law), this cap may be waived. Faculty may teach 100% of their overloads as distance education.

2. Any faculty electing a base load which includes the Summer session shall have sufficient sections scheduled to enable them to meet their base load requirements prior to the conclusion of the 11<sup>th</sup> week of the Summer session, if they so choose.
3. Those faculty members distributing their ICHs as 12-12-6 and whose instructional credit hours do not add up to thirty (30) per year shall select one (1) of the following options to equal thirty (30) ICHs per year:
  - a. Teach courses which conclude beyond the 10<sup>th</sup> week of the Summer session.
  - b. Team teach (or alternate teach) with other full-time faculty to bring their base Summer load to six (6) credit hours.
  - c. Have base salary reduced proportionately for credits scheduled under six (6) in the Summer session.

For those faculty members distributing their ICHs as 12-12-6, science wet lab classes and other classes that are met by the faculty member twelve (12) scheduled hours or more per week per section, during the Summer session, shall be considered a full load. Overload in the Summer session will be paid only to those faculty members whose teaching load exceeds six (6) ICHs.

#### E. Class Size

Students shall be assigned to classes by section. Each class section shall consist of a maximum of thirty (30) students on the close of the last Drop/Add day. If the class size exceeds this maximum, the faculty member shall receive additional compensation equal to 1/30<sup>th</sup> of the salary represented by the section (whether a base load or an overload assignment) times the number of students in excess of thirty (30).

#### F. Limited Enrollment Classes

Notwithstanding the above, the following classes shall have enrollment maximums on the close of the last Drop/Add day as indicated below:

1. **Developmental Courses:** When the following classes are taught as part of a college-wide coordinated developmental education program, their enrollment maximum shall be twenty (20) students: ASC 1070, ASC 1072, ASC 1074, ASC 1076, ASC 1078, CNS 1100, CNS 1120, CNS 1160, ENG 1055, ENG 1060, ENG 1075, ESL 1011, ESL 1021, ESL 1410, ESL 1420, ESL 1510, ESL 1520, ESL 2011, ESL 2410, ESL 2420, ESL 2510, ESL 2520, LIB 1000, MAT 1050, and other course sections that are taught as part of a college-wide developmental education program approved by the Academic Dean. Faculty who teach developmental courses are expected to participate in all college-wide developmental education coordination to qualify for reduced enrollment.
2. **Courses Limited by Facilities:** The Academic Dean shall limit enrollment in any class section for which the assigned classroom or other facility cannot accommodate thirty (30) students. In such cases, the enrollment shall be limited to the size of the classroom or other facility.
3. **Courses Limited by Educational Outcomes:** The Academic Dean may limit enrollment in any class section for which the educational outcomes (e.g., sign language courses and English composition courses) are determined to be inconsistent with, or unobtainable by, enrollment of thirty (30) students. In such cases, the Provost or designee shall limit enrollment to not more than thirty (30) students in order to achieve educational outcomes. A determination under this subsection shall not be grievable.
4. If the class size exceeds the limited enrollment maximum number described in this Section 1 on the close of the last Drop/Add day, the faculty member shall receive additional compensation equal to 1/30 of the salary represented by the section (whether a base load or an overload assignment) times the number of students in excess of the limited enrollment maximum.

#### G. Experimental Teaching

Experimental teaching is defined as classes which use innovative instructional approaches. Experimental teaching can include but is not limited to alternative delivery, alternate credit, interdisciplinary courses, cooperative learning, and other instructional strategies.

No experimental status classes will extend beyond a two-year period.

Nothing herein shall prevent a faculty member from teaching an experimental class if such experiment, described in writing, is approved by the discipline, the department and the Academic Dean on a semester-by-semester basis. Upon approval, the description of the experiment shall be forwarded to OCCFA, the Provost, and the Chancellor.

#### H. Distance Education

Distance education refers to hybrid and online courses and/or sections offered and taught for credit via electronic media. This section does not apply to courses and/or sections that are taught in a face-to-face classroom setting where the course syllabi, course assignments, assessments and/or other supplemental materials are posted and processed online. This section does not apply to remote courses. Remote courses assume a preparation for going virtual if safety concerns require the college to partially or completely close campuses.

Distance education courses and/or sections shall comply with all of the standard practices, procedures, and criteria which have been established for traditional courses, including but not limited to faculty involvement in course conversion, development, approval, selection of qualified faculty to teach the course, student learning assessment, course enrollment limits, and course and program evaluation.

The following conditions shall apply to the conversion or development, as well as teaching of distance education courses and/or sections:

1. No faculty member will be adversely affected by the College's participation in distance education. There will be no reduction in faculty directly related to the College's participation in distance education.
2. Faculty who choose to develop or convert to distance education courses, and teach distance education courses and/or sections, will be required to take appropriate training as determined by the College, including continuing education.
3. Distance education courses will be taught exclusively by faculty who have gone through professional learning about online course development, or whose expertise has been certified through the Academic Technology Group (ATG). The ATG will support online course development and conversion, and provide professional development to deans in best practices in assessing online course environments. Courses may be reviewed by the Academic Dean for conformance with those best practices.

The ATG will support online course development and conversion, and provide professional development to faculty in best practices in online course environments.

4. No distance education course and/or section shall be allowed to be taught if doing so would violate the accreditation requirements of the program or the College.
5. The College will ensure that safeguards are included within the distance education format and provide faculty members with resources for them to reasonably ensure that students are held to the same standard of academic honesty as students in non-distance education courses and/or sections.

#### I. Teaching Within Specialization

No faculty members may, without their consent, be required to teach outside of their academic disciplines, applied fields, or general education areas.

#### J. Professional Meetings

Class meetings staffed by full-time faculty shall not be scheduled without the mutual agreement of the faculty and the Academic Dean between the hours of 3:30 p.m. and 5:00 p.m. on Thursdays in the Fall and Winter semesters or the Summer session in order to allow time for various meetings for full-time faculty. No meetings involving faculty members shall be scheduled during these periods if it would conflict with a college or campus academic senate meeting. Meetings involving faculty members scheduled during these periods that do not conflict with Academic Senate shall occur only if notice is made to OCCFA twenty (20) days in advance of the meeting.

K. Maximum Hours

In no case shall faculty members be held responsible for more than their ICH, contact hours, and hours on campus in subsection (B). No additional hours may be assigned by the Academic Dean.

L. Laboratory Courses

Labs necessary to fulfill course requirements as stated in the catalog must be scheduled by day and time in the published schedule of classes. These labs must be taught by the faculty member assigned to these sections.

M. Payment for Contact Hours in Excess of ICHs

When a faculty member's load includes contact hours in excess of ICH (as defined within section 1.8) during the Fall or Winter semesters or a Summer session, the faculty member shall be paid 1/15 of the member's overload ICH rate for each contact hour in excess of ICH, not to exceed \$3,800.00 per semester/session during the first three (3) years of the contract and \$3,900.00 during the last two (2) years of the contract. Excess contact hours do not apply for CUL courses as these load issues are addressed in Section 2.7B.

N. Partial Sections of Courses (Piggybacking)

Partial sections of different courses or classes may be combined, with approval of the department and Academic Dean, to meet the minimum enrollment requirements. However, such sections shall not be scheduled, met, or taught at the same time.

O. Course Section Combinations

When an individual faculty member chooses to schedule two different courses at the same time (e.g. Beginning and Advanced Drawing) the faculty member shall submit a proposal to the appropriate college-wide discipline who shall submit its recommendations to the appropriate department and Academic Dean. The proposal shall specifically identify the sections/courses to be combined and shall include an explanation of why this is academically appropriate. Proposals must be submitted to the Academic Dean and department no later than the third Friday in September of each contract year for the next academic year.

As a general rule, no more than two (2) sections of separate courses shall be combined. Combinations shall not result in more than thirty (30) students being taught at the same time.

P. Team Teaching

Team teaching is defined as any instance when two or more instructors are responsible for instruction and the associated responsibilities of the same section in a given semester or session.

Q. Experiential Learning

Classes that contain external work experiences, as part of or the entire course, to achieve student-learning outcomes or gain work experience to refine skills are considered experiential

learning courses. These experiences may include, without limitation, internships, externships, clinical placements, practicums, fieldwork, service learning, etc. Experiential learning courses require adherence to best practices and oversight by faculty or program coordinators. Best practices include, without limitation:

- Approved agreement signed by officials of the host site and the College;
- Faculty or program coordinator vetting and approval of host site;
- Background checks for students working with at-risk populations and other screenings as appropriate for the position;
- Faculty or program coordinator on-site observations of students;
- Documented feedback of student work by host site; and
- Faculty or program coordinator-written evaluation of host site and student work product or portfolio.

Faculty who are not adhering to these best practice standards may be denied the opportunity to teach experiential learning courses and/or sections on a short- or long-term basis.

## R. Course Templates

### 1. Creation

Course template creation may be requested by faculty or academic administration subject to mutual agreement of the Dean and the discipline, and approval by the Provost.

Upon completion, course templates and request for payment will be forwarded to the appropriate Academic Dean.

### 2. Use and Distribution of Template

Course templates may be used wholly or in part by any full-time faculty member or adjunct faculty member.

The use of the template is optional, and if used, may be edited or modified in any way.

## 2.2 COUNSELORS, LIBRARIANS, AND ASC FACULTY

For faculty members employed as Counselors, Librarians or ASC faculty, the following conditions shall prevail:

### A. Hours per Week, Base Load

Such faculty members shall work a thirty-four (34) hour week. A faculty member may satisfy this requirement up to 50% of online for base load and 100% online for overload. Meetings may be considered part of the thirty-four (34) hour work week subject to the approval of a faculty member's dean. Such hours shall be posted, in an electronic and paper format and regularly maintained.

### B. Teaching

Courses taught by Counselors, Librarians and ASC faculty will be considered overload and subject to the provision of Section 21.3.

### C. Evening Assignments

Where sufficient Counselors, Librarians, or ASC faculty (adjunct, temporary full-time, or full-time) do not choose to work in-load assignments (after 5:00 p.m.), the department shall assign such department members base load hours after 5:00 pm on a rotation basis, equalizing the distribution of these hours among all department members. Such evening assignments shall not exceed one (1) evening per week.

### D. Faculty Assignments

Annual master schedules for Counselors, Librarians, and ASC faculty shall be developed in the same manner prescribed for teaching faculty in sub-section 2.1.A. Faculty assignments shall be made by the department, subject to the approval of the Dean.

For CNS, ASC and LIB courses and Counseling, Library, and ASC hours, the department shall act as any other department, and the faculty members shall enjoy the same rights and responsibilities applying the provisions of 2.1 except where inconsistent with this section 2.2.

### E. Continuous Assignment Limitation

Faculty members' duties shall be scheduled within a continuous eight (8) hour period in any one (1) day except as the department and they might otherwise agree.

### F. Carry Forward

Counselors, Librarians, and ASC faculty may carry forward no more than 136 hours worked in one (1) semester to a different semester.

### G. Release Time

In the event a Counselor, Librarian, or ASC faculty member serves in a capacity in which release time is expressed in terms of ICHs, the faculty member shall be entitled to two (2) hours of release time for each ICH of release time made available to teaching faculty.

## **2.3 WORK WEEK**

Except by request of the individual faculty members and their department, the work week for all faculty members shall be within the period from Monday through Friday, unless Section 2.10 is applied.

## **2.4 DEPARTMENT SUPPORT**

Adequate secretarial, technical, clerical, paraprofessional, operating and capital funds will be provided for departments.

## **2.5 CAMPUS TRANSFER AND TRAVEL ALLOWANCE**

Except as provided for newly employed members under Section 2.14, faculty members shall not be required to change from specific College geographical locations during the individual contract year without the issuance of a new contract, except in the case of an emergency such as illness or injury to another full-time faculty member. Such emergency situations shall not exceed the equivalent of one (1) full semester. If such change is agreed to by faculty members, they shall

receive mileage at the rate established by the Internal Revenue Service for the additional driving involved. Mileage driven to arrange for or to teach classes at off-campus locations due to limited facilities shall be reimbursed at the above rate.

**2.6 INSTRUCTIONAL PROGRAM REVIEW**

Disciplines will share in the review of all instructional programs in the discipline. No review shall be implemented without prior knowledge and participation by the discipline.

**2.7 NURSING AND CULINARY FACULTY BASE LOADS**

A. Nursing Faculty

1. Nursing faculty shall select as their base load either:
  - (a) twelve (12) ICH in both the Fall and Winter semesters and six (6) ICH in the Summer session; or
  - (b) fifteen (15) ICH in both the Fall and Winter semesters.
  
2. For Nursing faculty who select the 12-12-6 option, base load shall be defined as follows:
  - a) 12 contact hours each week of clinical instruction;
  - b) 12 equivalent credit hours of classroom instruction per semester for Fall and Winter and 6 equivalent credit hours of classroom instruction for Summer (as defined in section 2.7.A.4 below);
  - c) 30 contact hours each week of instruction in any lab(s); or
  - d) Teach proportionately combined parts of the above options.
  
3. For Nursing faculty that select the 15-15 option, base load shall be defined as follows:
  - a) 15 contact hours each week of clinical instruction;
  - b) 15 equivalent credit hours of classroom instruction per semester (as defined in section 2.7.A.4 below);
  - c) 37.5 contact hours each week of instruction in any lab(s); or
  - d) Teach proportionately combined parts of the above options.
  
4. Equivalent credit hours for classroom instruction:

Course	Length of Course	Classroom Hours Per Week	Equivalent Credit Hours Per Semester
NUR 1290	15 weeks	2 hours	2 hours
NUR 1410	15 weeks	3 hours	3 hours
NUR 1510	7 weeks	3.5 hours	1.75 hours
NUR 1520	7 weeks	3.5 hours	1.75 hours
NUR 1530	7 weeks	3.5 hours	1.75 hours
NUR 2510	7 weeks	3.5 hours	1.75 hours
NUR 2520	7 weeks	3.5 hours	1.75 hours
NUR 2530	7 weeks	3.5 hours	1.75 hours
NUR 2540	7 weeks	3.5 hours	1.75 hours

B. Culinary Arts Faculty

1. Culinary faculty shall select as their base load distribution for purposes of section 2.1 (C) either: (a) fifteen (15) ICH in both the Fall and Winter semesters, or (b) twelve (12) ICH in both the Fall and Winter semesters and six (6) ICH in the Summer session. These ICH shall be satisfied as provided in this section.
2. Base load for Culinary Arts faculty shall be 12 credit hours (18 student contact hours) of production-based lab courses (identified on the Culinary Arts Program Course List) or 15 credit hours of all other courses for the Fall semester and the same for the Winter semester. Culinary Arts faculty who elect a Fall, Winter and Summer load (12/12/6) shall use the formula in 4(b) below to convert production-based lab courses to traditional credit courses.

Production based lab courses provide the following contact hours:

Two (2) credit production-based lab courses provide 45 contact hours per semester;  
 Four (4) credit production-based lab courses provide 90 contact hours per semester.

3. Faculty who select a blended load or production-based lab courses as well as lecture courses shall use the formula in 4b below to convert production base lab courses to traditional credit courses of a 15/15 or 12/12/6 load.

Example of a blended 15 credit semester load:

Four 2 credit production-based lab courses	(4 x 2.5)	10 credits
One 3 credit lecture course	(1 x 3)	3 credits
One 2 credit lecture course	<u>(1 x 2)</u>	<u>2 credits</u>
	Total	15 credits

4. In addition to student instruction, each hospitality faculty member will select a project equivalent to eight (8) hours per week for managing a program project or student-centered event from the following list:

- Fall High School Career Day
- Winter High School Career Day
- High School VICA Competition
- Ice Carving events
- Host site for Regional Jr. College ACF Competitions
- Any other student-centered special event recognized as worthy by the department.

Selection of projects and due dates will be completed in coordination with the department and Academic Dean by September for each academic year.

5. Faculty teaching in excess of their selected base load shall be compensated for the overload in the following manner:
  - a. Lecture courses: Overload lecture courses will follow formula currently identified in FMA for credit courses; see Appendix I.

- b. Production base lab courses: 2 credit production-based lab courses will be calculated as 2.5 credits for overload purposes; 4 credit production-based lab courses will be calculated as 5 credits for overload purposes; see Appendix I.

## 2.8 DEPARTMENT CHAIRS

Department chairs shall be faculty members. All faculty members shall be employed through the provisions of Article III. The department chair shall coordinate the functions of the department pursuant to the job description contained in Appendix B. Consistent with the provisions of Appendix B the department chair shall be expected to fulfill all responsibilities during each semester.

- A. Notwithstanding the provisions of Article I, the department chair shall coordinate the functions of the department pursuant to the job description contained in Appendix B. Department chairs shall be elected during the Fall semester of odd-numbered years for a two (2) year term of office. The term of office shall begin on January 1 of the following year. The campus department shall give written notification of the election outcome to the Academic Dean by November 1. Department chairs shall be elected for office by a majority vote of all full-time members of the department.
- B. If two or more departments are merged because membership in one (1) or more of the merging departments has fallen below four (4) faculty members prior to the Fall semester of an odd-numbered year, the faculty members in the newly formed department shall elect an interim chair by majority vote within thirty (30) days to serve until the start of the term of a regularly-elected chair as prescribed above. The stipends of the regularly-elected chairs of the merging departments shall cease upon the election of the interim chair.
- C. Should a department chair resign from his/her position with the College or from the position as chair of the department, the Academic Dean shall appoint a member of the department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term.
- D. If, in the opinion of the department, the department chair has not fulfilled the responsibilities of that position, the department may request a vote of confidence from the department. A hearing involving the department chair and the Academic Dean will be conducted by the department before the vote of confidence is taken. If the outcome of the vote is for removal, the Academic Dean shall appoint a member of the department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term.
- E. If, in the opinion of the Academic Dean, the department chair has not fulfilled the responsibilities of that position, the Dean may remove the department chair from that position. In such event, the Dean must provide the chair with written rationale for the removal which is not arbitrary or capricious. In the event of removal under this provision, the Academic Dean shall appoint a member of the department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term.
- F. In the case of removal under 2.8.D or 2.8.E, above, the removed department chair shall be ineligible to run for chair in the election held pursuant to that section, as well as for the term following.

- G. The department chair shall receive a stipend in the Fall and Winter semester, and the Summer session according to the schedule and minimums listed below:

Fall	\$225 per full-time equivalent faculty to a maximum of 24 FTEF
Winter	\$225 per full-time equivalent faculty to a maximum of 24 FTEF
Summer	\$225 per full-time equivalent faculty to a maximum of 24 FTEF

The minimum payment per semester/session shall be:

Fall	\$2,500
Winter	\$2,500
Summer	\$2,500

Consistent with the provisions of Appendix B, the department chair shall be expected to fulfill all responsibilities during each academic semester.

1. In lieu of the foregoing stipend, a department chairperson may elect release time each semester/session as follows:

Full-Time Equivalent Faculty (FTEF)	Base ICH Release Time
≤ to 6	3
7-9	4
10-12	5
13+	6

2. After the count date of each semester or session, department chairs will be notified electronically that the data identifying FTEF for the department and each discipline in the department is available.
3. At their request, department chairs shall be given one (1) teaching assignment from the classes offered in their department in the Summer session.

## 2.9 ACADEMIC CALENDAR

The College will negotiate and agree upon the Academic Calendar with OCCFA prior to adoption of the Academic Calendar (Appendix D). Negotiations for the Academic Calendar shall occur within the time constraints required by the College for the publication of the catalog, which may be different from the constraints established in Section 27.2.

## 2.10 PROCEDURE FOR FILLING NORMAL LOADS

In the event that teaching faculty members are one (1) or more sections short of their base load, their Academic Dean shall request that the following alternatives be implemented and utilized in the order provided below:

- A. Have their department assign a section(s) for which they are qualified and which is not already assigned to another faculty member.
- B. Have another campus department on another campus, in the same discipline; assign a section(s) for which they are qualified and which is not already assigned to another faculty member.

- C. Have another campus department on their campus assign a section(s) for which they are qualified and which is not already assigned to another faculty member.
- D. Have another campus department on another campus; assign a section(s) for which they are qualified and which is not already assigned to another faculty member.
- E. Have any carried-forward section from a previous semester or session used to fill out their base load.
- F. Have those faculty who had been paid overload in the previous semester consider that overload as banked and repay the College the amount of the overload payment. This subsection takes precedence over Section 2.1, Subsection D.
- G. Have their department assign a section(s) for which they are qualified and which is not already part of another faculty member's base load.
- H. Have another campus department on another campus, in the same discipline; assign a section(s) for which they are qualified, and which is not already a part of another faculty member's base load.
- I. Have another campus department on their own campus assign a section(s) for which they are qualified, and which is not already a part of another faculty member's base load.
- J. Have another campus department on another campus assign a section(s) for which they are qualified, and which is not already a part of another faculty member's base load.

When applying Section 2.10 in the Summer session, Subsections A-D shall be applied for Summer only classes first and then for Summer classes prior to applying Subsections G-J.

Faculty members shall receive mileage at the rate established by the Internal Revenue Service for the additional driving required over the miles regularly driven to and from their assigned campus.

## **2.11 RELEASE TIME/SUPPLEMENTAL CONTRACTS**

Faculty members may be released from their base load assignment for a specified time period and specified task, or they may accept supplemental contracts for tasks to be performed outside of their base load assignment. Such contracts shall be mutually agreed to between faculty members and the College, and shall not interfere with the faculty member's instructional or departmental responsibilities. When such contracts are granted, notice shall be given to OCCFA.

- A. Postings for Release Time/Supplemental contracts shall include a description of the work to be accomplished, termination date of the contract, and the compensation to be paid. All such assignments must be completed and receive the approval of the issuer before the final compensation is paid. Available college release time or supplemental contracts will be posted electronically to each faculty member. The Provost or Vice Chancellor for Student Services, Human Resources and OCCFA will be copied on all postings.
- B. Except as otherwise specified in Appendix M, or by governmental agencies, all postings for additional work shall include the option of either release time or supplemental contract and the faculty member(s) awarded the work shall make the election at the time of the award.

- C. All postings covered by B above are paid at the ICH rate at the faculty member's individual step regardless of whether the faculty member is a teaching, counselor, librarian or ASC faculty.
- D. Faculty members may submit a letter of interest to the originator designated on the posting with a copy to their department chair and Academic Dean no later than ten (10) working days after the date of the posting.
- E. Release time/supplemental contracts awarded on the basis of a full academic year will be posted no later than February 15 for the following academic year. In the case where selection of the faculty member is based on election, faculty members may submit a letter of interest within ten (10) working days of election, rather than from the date of the posting.
- F. The department shall have the option to forward a recommendation to the appropriate College administrator.
- G. Faculty members who perform the same responsibilities on different campuses shall receive the same release time or supplemental contract amount.
- H. The requirements for posting and selection described above shall not apply to a case in which a faculty member has applied for and received a grant from a source outside the College.
- I. Release time or supplemental contracts shall be granted pursuant to Appendix M. Revisions to these guidelines are subject to OCCFA approval.
- J. Compensation for release time/supplemental contracts shall be limited as provided in Section 21.3, Maximum Additional Compensation.
- K. Course and Program Development, Coordination and Revision

Course and program development, coordination and revision may be performed in lieu of base load assignments or on a supplemental contract, with approval of the faculty member's department and the Academic Dean. Such release time shall not exceed fifty percent (50%) of a faculty member's annual base load per year.

Assignments for course development and/or revision shall include a description of the work to be accomplished and the date by which the project is to be completed. All such assignments must be completed and receive the approval of the appropriate department and of the Academic Dean.

Assignments for program or course coordination shall include a description of the duties of the coordinator. All such assignments must receive the prior approval of the appropriate department and the Academic Dean.

- L. Temporary Administrative Duties

Faculty may be granted up to one hundred percent (100%) release time to accept voluntary temporary assignments as interim administrators. All such assignment opportunities must be posted for a minimum of one (1) week on all campuses. Such faculty members shall remain members of the faculty bargaining unit (OCCFA) during the period of the temporary assignment for a period not to exceed one (1) academic year.

The interim administrator, while a member of the faculty bargaining unit, shall not have the authority to administer discipline, to discharge, to evaluate, or to demote members of the faculty.

**M. Contract Training Classes**

Faculty members may be granted up to one hundred percent (100%) release time to accept contract training classes consistent with the provisions of Section 16.2.

**N. Reduced Load for Professional Responsibilities**

In recognition of the responsibilities of OCCFA's administration of the Collective Bargaining Agreement, the College shall make available, through reduction of load, forty-eight (48) ICHs of release time per year. OCCFA will advise the Human Resources Department of these allocations when they are made.

Faculty members who have been awarded release time/supplemental contracts for OCCFA responsibilities will inform their dean prior to the count date for each semester or term. If changes or additions need to be made after a semester or a term count date, OCCFA will inform the faculty member's dean and the Human Resources Department of the change or addition.

The distribution of any release time in addition to the above will be reimbursed to the College by OCCFA. The analysis of OCCFA release time hours will be done on a calendar year basis; i.e., January 1 to December 31. Each excess hour of OCCFA release time will be calculated, billed and paid at the overload rate. The College will bill OCCFA each January for any overage for the previous calendar year with OCCFA making payment for same by the following March 1. If any release time remains unused by the end of the Fall semester, it will be forfeited.

**2.12 MULTI-DEPARTMENT TEACHING ASSIGNMENTS**

**A. Where Section 2.10 Has Been Implemented**

1. In the event faculty members are one (1) or more sections short of a base load during any semester/session (Fall, Winter, Summer) and Section 2.10 has been implemented, such faculty members shall be scheduled a back-up in-load section(s) by the department in which the section(s) necessary to make base load was assigned, under Section 2.10, in the corresponding semester or session of the previous academic year. Such back-up section(s) shall be the same course and time, as assigned under Section 2.10, the previous corresponding semester or session.
  - a. However, Section 2.10, Subsections A through D shall be fully implemented prior to assignment of a faculty member with less than base load to the scheduled back-up section(s). If Section 2.10, Subsections A through D, can be implemented to provide a base load, the scheduled back-up section(s) will then be staffed, according to normal procedure, by the department scheduling the section(s).
  - b. This provision shall not affect the normal scheduling of a full load for the affected faculty members at their home campus.

## B. Faculty Request

For Fall, Winter or Summer, if faculty members desire and if affected departments agree, faculty members may be scheduled one (1) in-load section for which they are qualified by a department other than their own.

### **2.13 BASE LOAD PRODUCTIVITY**

After the count date of each semester or session, the college will notify faculty members electronically of the availability of data. This data will be expressed as a percentage of available student enrollment slots to actual registered student in their base load. If in the corresponding semester/session of the previous year faculty members are less than seventy-five percent (75%) productive in their base load, they may be required to schedule a night section as part of their base load or schedule a section on another campus in the same discipline. The affected departments and/or disciplines shall meet with the Academic Dean of their respective campuses to work out an acceptable base load schedule.

### **2.14 MULTI-CAMPUS CONTRACT**

At the time of hire or return to faculty status, faculty members shall not be assigned to more than two (2) campuses. An appointment under this section shall not change the assignment requirements in Section 1.5.

Except for faculty members already serving under multi-campus contracts at the time of ratification of this Agreement, faculty members shall be assigned at least fifty percent (50%) of their base load on their home campus and not less than twenty percent (20%) on any campus where they are assigned. The schedule as submitted by the affected departments shall contain enough classes and/or hours for the faculty to meet their base load requirements on each campus each academic year unless the administration, departments, and faculty member agree otherwise.

### **2.15 PROFESSIONAL DEVELOPMENT**

Each full-time faculty member is expected to participate in professional development opportunities appropriate to their disciplinary, pedagogical, and professional interests. A minimum of 10 hours of staff development activities are required from Column A below and a minimum of 10 hours of Professional Inquiry are required from Column B below,

#### Column A: Staff Development Opportunities

- Attendance at Discipline Day
- Attendance at Staff Development Day
- Attendance at Assessment Day
- Attendance at Senate sponsored PD opportunities like technology showcases or active learning demonstrations

#### Column B: Professional Inquiry Opportunities

- Participation in a college-sponsored Community of Practice (CoP's are groups of 6-12 faculty members centered on a common interest--i.e. Open Educational Resources, classroom work with Students with disabilities, inclusive pedagogy, online labs, and assessment in social sciences, etc. These can be disciplinary or cross-disciplinary)

- Participation in college-supported Action Research Project (individual classroom inquiry projects where faculty ask a question of their own teaching and plan a project to collect data and draw inferences based on that data)
- Participation in a college sponsored professional partnership (pairs of faculty who organize a year-long collaborative study often involving co-planning, classroom observations, etc.)
- Participation in a college supported research project (looking at an element of retention, a special sub-population, the effect of a particular piece of curriculum etc.)
- Attendance at a discipline related conference
- Attendance at a teaching and learning related conference
- Attending professional seminars
- Presenting at a professional conference
- Publishing an article in a peer-reviewed publication

The first compensation of \$200 will be paid in the second pay in December in recognition of staff development activities.

Each year, by June 1, faculty that have completed a minimum of 10 hours of Professional Inquiry will forward a report of those activities to their Academic Dean.

The second payment of \$300 will be paid in the final pay of June each year upon receipt of a report of participation in at least ten hours in one or more of the professional inquiry opportunities (Column B).

Faculty are required to participate in Part A or Part B to receive compensation. Payment #1 will be for column A activities and payment #2 for column B activities exclusively.

## **2.16 PROFESSIONAL RESPONSIBILITIES**

Full-time faculty members, upon acceptance of a contract, have as their primary responsibility the fulfillment of the duties assigned by Oakland Community College. These obligations shall take precedence over all other professional commitments.

As members of the teaching profession, all full-time faculty members are required to perform the following duties/ in the five (5) areas listed below. The enumeration of these duties in this section is not intended as a limitation on other expressed or implied duties as provided in this Agreement.

- A. Teaching (in and outside the classroom): Teaching faculty shall perform their classroom and other instructional duties, as scheduled, and keep their instructional materials updated. Non-classroom faculty shall work their scheduled hours each week and stay current with changes in the college curriculum. All faculty members shall stay current in the subject matter of their disciplines.
- B. Assessment of Student Learning: Faculty members shall assess student learning in accordance with established college policies and procedures and the standards and guidelines recommended by the Higher Learning Commission and any other appropriate accrediting agency. Faculty shall initiate and complete the necessary classroom, course, program, discipline, and/or co-curricular learning assessment activities in a timely manner. Faculty shall share in the analysis and interpretation of assessment findings, and make necessary pedagogical and/or curricular modifications to enhance student learning.

- C. Maintenance of Curriculum: Faculty members shall participate in the timely review, development, and revision of their course and programs as necessary and in accordance with established college policies and procedures. Minor review, revision, and development of existing courses and programs is expected of every faculty member as part of their base compensation. Major review, revision, and development, when required by the college, shall be compensated by release time or supplemental contracts.
- D. Shared Governance: Faculty members shall accept their share of faculty responsibilities for the governance of the college. Participation in departmental duties as listed in Appendix B, participation in college-wide coordination duties as listed in Section 17.5, and departmental review as described in Article 5 are part of their base compensation. A reasonable amount of participation in academic senate, campus committees, and college committees is also required as part of their base compensation. Serving in leadership positions and undertaking other unlisted leadership responsibilities shall be compensated by release time or supplemental contracts.
- E. Professional Development: Faculty members shall demonstrate their individual professional development by maintaining currency and competency in the subject matter, pedagogy, and the instructional technology of their discipline through relevant professional activities. In addition, faculty members shall maintain currency and competency in College processes involving curriculum development and review and assessment of student learning, to be demonstrated by attending Faculty or Program Assessment Day.

## **2.17 FINAL EXAMINATIONS**

Final examinations will be scheduled during the final week of class instruction for the Fall and Winter semesters, and during the last four (4) days of instruction during the Summer semester/session. If no final examinations are to be required in a given course, faculty are required to meet their regular class schedule during the final week of instruction.

## **ARTICLE III -- CONDITIONS OF EMPLOYMENT**

### **3.1 ANNUAL AND PROBATIONARY CONTRACTS**

Initial employment of all faculty members shall be either on an annual or probationary contract basis.

#### **A. Annual Contract Appointments**

Individuals may be employed as full-time faculty on an annual basis. Individual annual contracts may be renewed annually for up to five (5) years. An annual contract employee may be terminated at the end of the annual contract period without recourse to the grievance procedure.

Individuals who have held annual contracts for at least one (1) contract year and who have then been hired as probationary faculty will serve a two (2) year probationary period. Individuals who have held annual contracts for only one (1) semester and are then hired as probationary faculty will serve a two (2) year and one (1) semester probationary period.

Faculty hired on annual contracts will not be considered as internal bidders for faculty vacancies that are posted during their annual contract period.

The number of annual contracts offered shall not exceed five percent (5%) of the full-time faculty headcount of the College.

**B. Probationary Contract Appointments**

Faculty members hired on a probationary basis shall continue in that status until they have served for three (3) years of active service on a full-time basis from the date of initial hire at the College as a probationary faculty member. However, should a probationary faculty member transfer they must serve a minimum of two (2) full semesters (Fall, Winter) of active service on a full-time basis in their new department on probationary status.

**3.2 EXTENSION OF PROBATION**

The probationary period may be extended by the College for disability leaves or approved leaves of absence which occur during the probationary period and exceed three (3) weeks. The extension shall be equal in time to the leave, but may be increased so that the probationary period is completed at the end of the semester in which the faculty member completes three (3) full years of active services.

**3.3 CONTINUING CONTRACT APPOINTMENTS**

Upon satisfactory completion of the probationary period, faculty members shall, at their next regular contract period, be employed on a continuing basis upon the recommendation of the Chancellor and the approval of the Board of Trustees. Faculty members completing their probationary period at the end of the Fall semester shall be notified by November 15th of that year as to the intention of the College to recommend a continuing contract at the next regular contract renewal period. Faculty members completing their probationary period at the end of the Winter semester shall be notified of the intention of the College to recommend a continuing contract by March 15th of that year. Should the College decide that it will not offer a new probationary contract or a continuing contract, the notification shall include the reasons for such decision.

**3.4 CONTRACT INFORMATION**

The provisions of any form of an individual contract shall not supersede the Master Agreement.

Annual contracts, probationary contracts, continuing contracts, and contract supplements shall include the following information:

- A. The academic discipline or disciplines and/or courses within that discipline or service area for which the faculty member is qualified.
- B. The function to be performed.
- C. The salary schedule step and salary of the faculty member.
- D. The assignments given to the faculty member as provided in Section 1.5 and, if applicable, 2.14.
- E. The beginning and ending dates of the contract.

### **3.5 DURATION OF CONTRACTS**

Duration of full-time individual contracts shall be for ten (10) months in accordance with the approved Academic Calendar. Ten (10) month contracts shall begin on September 1 and include Fall and Winter semesters and the portion of the Summer session. Counselors, Librarians and ASC may choose to begin their annual contract in August and select alternate month(s) off as agreed to by the department. The alternate month off may be taken all at once or as separate days and/or weeks.

### **3.6 TEN AND TWELVE MONTH PAY**

Salaries of faculty members shall be paid on a biweekly schedule over the length of their individual contract. After September 1, faculty members who elect at the time of the execution of their individual contract to have their salary spread over a twelve (12) month period may not revoke said election for any reason.

### **3.7 NOTIFICATION OF NON-RENEWAL OF CONTRACT**

If new individual contracts (continuing, probationary or annual), are not offered for the ensuing year to full-time faculty members, they shall be notified in writing of the potential for non-renewal on or before March 15, or October 15 for those on a contract which terminates in December. Final determination for non-renewal, if necessary, shall be in writing by Certified Mail postmarked on or before May 15, or November 15 for those on a contract which terminates in December.

### **3.8 DATE TO RECEIVE NOTIFICATION OF REEMPLOYMENT**

Full-time faculty members to be re-employed shall be offered individual contracts or contract supplements by July 15, provided that negotiations on a new Master Agreement have been concluded by June 1. Should an Agreement not be concluded by June 1, contracts shall be issued within fifteen (15) days after ratification by both parties.

### **3.9 TUITION OF FACULTY, SPOUSES, AND DEPENDENT CHILDREN**

Dependent children of a faculty member, deceased faculty member, or retired faculty member, (parent or legal guardian) can enroll in Oakland Community College credit courses and shall be granted Tuition Authorization, upon request, prior to registration. Dependent children to age twenty-five (25) shall be extended these benefits. Such requests shall be made to the Business Manager.

Faculty members and spouses and retired faculty members and spouses shall be granted tuition reimbursement upon completion of a course. Faculty members shall not be compensated for their spouses or dependent children enrolled in their own sections.

The spouse of a deceased faculty member shall remain eligible for the tuition reimbursement benefit provided above for a period of six (6) years following the date of the faculty member's death. At the expiration of the six-year period, the benefit shall be available for course sections that have actually met, but the benefit shall not be available for course sections for which the spouse has merely registered.

### **3.10 FACULTY OFFICES/EQUIPMENT**

The College shall provide each faculty member with ample office space and all equipment that is necessary to carry out instruction and student consultation, subject only to budgetary limitation. The objective is the two-person office with individual equipment for each faculty member.

All full-time faculty will be provided one (1) office laptop (portable) or desktop computer, at the faculty member's option, which meets the college standard platform in their pursuit of academic excellence utilizing the latest technology. Faculty will be responsible for attending appropriate staff development activities in order to maximize full usage of their computers. This training will qualify as required Professional development in section 2.15. Each faculty member will use designated College standards for software and will use due diligence when operating computer equipment.

The College recognizes that some programs and courses require a computer and/or software selection other than those designated as the College preferred platform or software. When this occurs, faculty may request to be provided with the appropriate tools necessary to fulfill their teaching duties, subject to the approval of their discipline and the Provost.

**3.11 EMERGENCIES AND ILLNESS ON CAMPUS**

A well-equipped first-aid kit will be provided on each campus. Clearly defined procedures to guide all staff in the handling of emergencies shall be provided by the College.

**3.12 SMOKE-FREE WORK ENVIRONMENT**

In order to provide healthy, comfortable, and productive work environment, faculty members shall comply with the Board Policy on Smoke Free Campuses.

**3.13 PHOTO IDENTIFICATION BADGE**

Each faculty member will be provided with a photo identification badge.

**3.14 COPIES OF MASTER AGREEMENT**

The College will supply two hundred seventy-five (275) copies of the ratified Master Agreement to OCCFA and make it available to all members on the College website.

**ARTICLE IV -- STAFF REDUCTION**

**4.1 SENIORITY**

- A. Faculty members shall be entered on the seniority list of the College from their initial date of full-time employment. Annual contract members shall be entered on the seniority list of the College from their initial date of uninterrupted full-time employment upon the granting of a continuing contract.
- B. Seniority shall continue to accrue during absence from the College due to sabbatical leave, Family Medical Leave Act (FMLA) leave, child care leave or involuntary military service.
- C. Faculty members shall lose seniority with the College if they resign or are discharged.
- D. Faculty members shall accrue faculty seniority only for time during which they have qualified as full-time faculty members under the conditions set forth in Article I of this Agreement.
- E. Seniority for the purposes of Reduction of Staff, Section 4.2.A, shall be determined by the number of years (or portion of a year) of service as a faculty member within the bargaining unit.

## 4.2 REDUCTION AND RECALL PROCEDURE

- A. Whenever the College determines it is necessary to decrease the size of the full-time faculty staff in any discipline, applied field, general education area, or Counseling, Libraries, and Academic Support Centers, the College may cause the necessary number of faculty within the affected discipline(s), applied field(s), general education area(s), and/or Counseling, Libraries, and Academic Support Center(s) beginning with those serving in an annual contract status, followed by those serving in a probationary status, followed by those serving in a continuing contract status, to be placed on layoff status, but only in inverse order of their accrued faculty seniority. Faculty who may be placed on layoff status in the next academic year are to be notified at least ninety (90) days prior to the beginning of the semester during which the layoff is to commence. Should extraordinary and unforeseen circumstances arise requiring layoffs to commence with less notice, the College will notify OCCFA for the purpose of bargaining over the effects of the shorter notice.
- B. If a posted position exists in another discipline for which an affected faculty member is qualified, said faculty member shall be transferred to such position. If more than one (1) affected faculty member is already qualified for such position, then the faculty member with the greatest amount of accrued faculty seniority shall be given the transfer.
- C. Reduction of staff in Section A above, shall be implemented by identifying the discipline(s), applied field(s), general education area(s), and/or Counseling, Libraries, and Academic Support Center(s) where over-staffing exists. The least senior faculty member of the discipline (college-wide) shall be placed on layoff status first. The President of OCCFA shall be given prior notice of and an opportunity to discuss such layoff before it is implemented. The opportunity for the President of OCCFA to discuss such layoff shall not limit the College from providing any impacted faculty members with the notification specified in Section A above.
- D. A faculty member subject to reduction in Section A above who is not placed in a position by transfer per Section D above shall have the right to bump the least senior faculty member in another discipline for which he/she is qualified, providing that the faculty member has greater seniority than the faculty member being bumped. Bumped faculty members shall have the same rights to bump. All bumping must be completed and the affected faculty member(s) notified by June 30th.
- E. The following recall provisions shall apply only to Section 4.2.A:
  1. Each continuing contract or probationary faculty member placed on layoff status as aforementioned shall be reinstated in inverse order of placement on layoff status when a full-time faculty position for which he/she is qualified is available.
  2. A faculty member shall have a right to recall for the length of his/her accrued faculty seniority or three (3) years from the effective date of the layoff, whichever is less. Faculty members shall be re-employed at a salary level no lower than that paid at the time of layoff, and shall return with the same seniority status held at the time of the layoff.
  3. The College shall notify qualified faculty members on layoff status of subsequent vacancies by mail to the faculty member's home address on file with the College. A faculty member on layoff status shall have up to fifteen (15) days from date of such notification in which to apply for the vacancy (or vacancies) included within such

notification. No new appointments shall be made within fifteen (15) days from date of such notification. A copy of notification will be sent to the OCCFA President.

4. If more than one (1) qualified faculty member placed on layoff status applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.
5. In the event a laid off employee declines reinstatement, the employee shall be deemed to have voluntarily resigned their employment, and the College's obligation to the employee shall cease. A faculty member's failure to respond to the vacancy notification specified in subsection 4.2.E.3 above within fifteen (15) working days of such notification shall be recognized as the employee declining reinstatement.

#### **4.3 SEVERANCE PAY**

For faculty members placed on layoff status due to staff reduction, such faculty members shall receive an amount equal to one (1) week of base salary for each year of full-time service, but not to exceed a total of twelve (12) weeks' base salary, as severance compensation, if they waive recall as part of a severance agreement releasing the College of any and all claims. If a faculty member wishes to execute a severance agreement without waiving recall, then the faculty member will receive one (1) month's base salary as severance compensation per that agreement, if executed. If that faculty member is later recalled, the faculty member shall reimburse the College the severance compensation provided by payroll deduction over the course of the academic year of the recall.

#### **4.4 FACULTY TRANSFER**

To meet staffing needs college-wide or within a campus, voluntary inter-department faculty transfers may occur as follows:

- A. By each November 15, the Academic Deans will identify faculty staffing levels for the following academic year and provide that information to the department chairs and, if deemed appropriate, Human Resources will solicit requests for voluntary transfers.
- B. Requests for voluntary transfers under this provision shall be provided to the Human Resources Department in writing with ten (10) days of solicitation for requests.
- C. Notification of an approved voluntary transfer shall be communicated in writing to the transferring faculty member(s) and the chairs of the affected departments no later than the end of the first week of the following Winter semester.

#### **4.5 OTHER TRANSFERS**

- A. Any need for involuntary transfer(s) of faculty shall be identified by the Academic Dean and communicated to the affected faculty member(s) and to any potentially impacted campus departments no later than the middle of the term prior to the term in which the involuntary transfer is set to take effect so that appropriate scheduling adjustments, if needed, may be completed effectively within any affected department(s), pursuant to Section 2.1.
- B. Faculty members may be transferred if they have not made a base load at their home campus in their designated course areas for two (2) out of the four (4) preceding semesters, excluding Summer for those faculty members with a 15-15 base load, and;

1. There were at least two (2) sections available beyond the base load per full-time faculty member (members of the department) at another campus department in the same designated course areas during the day in the previous Fall semester; and,
2. A base load is available at the other campus department in question, for the transferring faculty member.

## **ARTICLE V – REVIEWS AND EVALUATIONS**

### **5.1 REVIEW BY THE DEPARTMENT**

- A. All faculty members shall provide their students the opportunity to evaluate their teaching in all their sections. These evaluations shall include the student feedback form (see Appendix L) with additional questions, if any, deemed relevant by the individual faculty and/or their department. The evaluations shall be submitted to their department, maintained by the department for their departmental review, and made available to the Dean upon request.
- B. Annual and Probationary Faculty Members
  1. Annual and probationary faculty members shall be reviewed twice each year, except for the first year when they will be reviewed at least once, by their department on the basis of criteria given in Appendix K. The criteria will be provided to the faculty member by the Human Resources Department at the time of the faculty member's employment. Reviews will be completed by February 15 each year for Fall appointments and October 15 for Winter appointments.
  2. It is the responsibility of the annual or probationary faculty member to remind the department of its responsibility to perform the reviews in a timely manner, since eligibility for contract renewal may be jeopardized.
- C. Continuing Contract Faculty Members

Continuing contract faculty members shall be reviewed at least once every three years by their department on the basis of the criteria given in Appendix K. Reviews will be completed by April 15th of that year.
- D. Content of Reviews
  1. Reviews shall include a written self-appraisal, a description of short and long-term goals and the strategies necessary to implement them, and a peer review. For teaching faculty it shall also include student feedback, student outcomes and assessment and classroom visitation and as may be arranged by the department in advance, a formal observation of the performance of professional duties by Counselors, Librarians, and ASC faculty (through formal observations of counselors in sessions with any student(s)) shall only be with the applicable student's prior consent as given to the Counselor; and
  2. The student evaluations as provided in subsection A.
- E. Copies of Review and Faculty Response
  1. The department shall notify the Academic Dean in writing when the review is complete.

2. The department shall retain copies of reviews until the faculty member is next reviewed by the department.
3. Upon the completion of its review, the department shall provide the Academic Dean with copies of all documentation produced for the review.

Reviewed faculty members may respond to reviews in writing and, if they so desire, such responses shall become part of the review documentation.

F. Failure to Complete Review

Failure to complete the department review in a timely manner within the time frames described in B and C above shall be justification for the Academic Dean to implement Section 5.2.

## 5.2 REVIEW BY THE ACADEMIC DEAN

A. Annual and Probationary Faculty Members

Annual and probationary faculty members shall be reviewed once each year by their Academic Dean on the basis of criteria given in Appendix K. Reviews will be completed by March 1 of each year for Fall appointments, and November 1 for Winter appointments.

B. Continuing Contract Faculty Members

Continuing contract faculty members may be reviewed every three (3) years by their Academic Dean on the basis of the criteria given in Appendix K.

C. Content of Reviews

Reviews shall include:

1. a classroom visitation for classroom faculty or, as may be arranged by the Dean in advance, a formal observation of the performance of professional duties by Counselors, Librarians, and ASC faculty (through formal observations of counselors in sessions with any student(s)) shall only be with the applicable student's prior consent as given to the Counselor;
2. a discussion of the departmental review; and
3. an appraisal of the faculty member's collegial and professional responsibilities.

D. Copies of Review and Faculty Response

For annual and probationary faculty the review by the department and the Academic Dean shall be the basis for the retention of the faculty member and the recommendation for a continuing contract.

The Academic Dean may retain a copy of the review and the supporting documentation and shall provide a completed copy to the faculty member.

Reviewed faculty members may respond to reviews in writing and, if they so desire, such responses shall become part of the review documentation.

### **5.3 EVALUATION BY THE ACADEMIC DEAN**

#### **A. Evaluation Process**

1. If problems with performance are identified by either the department or the Academic Dean an evaluation may be performed on the basis of the criteria given in Appendix K.
2. When the department requests that an evaluation be performed by the Academic Dean, it will provide the reasons for its request and any supporting documentation.
3. Two (2) weeks prior written notice to the faculty member to be evaluated shall be given. This notice shall include the reason or reasons why such evaluation is deemed necessary, and a complete description of the evaluation criteria. Evaluation shall not be used to harass faculty members.
4. The Academic Dean will schedule a meeting to discuss the issues identified in A.3 above. If a classroom visitation is deemed necessary the Academic Dean shall schedule a visitation time with the faculty member.
5. Within twenty (20) working days following an evaluation by the Academic Dean, the faculty member shall be granted a personal interview with the evaluator.
6. If deficiencies in performance are evidenced, such deficiencies shall be set forth within the evaluation report in specific terms including steps to correct performance.
7. During the interview the evaluation report will be signed by both parties to indicate receipt only, and a copy will be made available to the faculty member.
8. Should the faculty member feel the evaluation is improper, such faculty member may request a conference with the Provost within ten (10) working days of the receipt of the evaluation report.
9. In the event that the faculty member feels that the evaluation is incomplete or unjust and no change has resulted from the conference with the Provost, such faculty member may put such objections in writing and have them attached to all copies of the evaluation report prior to its inclusion in a personnel file.
10. The Academic Dean will conduct follow-up evaluations, if warranted, where deficiencies were reported. Failure to again note a specific deficiency within 90 working days shall be interpreted to mean that adequate improvement has taken place.

#### **B. Copies of Evaluation Reports**

Faculty members shall receive copies of all reports of performance evaluations that become a part of their personnel file. Faculty members shall be apprised of any material placed in their personnel file and the personnel file shall be made available to faculty members for their review upon request. Privileged information such as references and confidential credentials

from other institutions normally collected prior to employment shall be specifically exempted from such review.

Faculty members shall, upon request, be provided with a copy of an item or items from their personnel file, provided such material is not of a privileged nature.

#### **5.4 PROFESSIONAL ACHIEVEMENTS**

Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for administrative review and potential inclusion in their personnel files.

#### **5.5 ADJUNCT EVALUATIONS**

When requested by the Academic Dean, the department shall assign a faculty member to conduct an evaluation of an adjunct faculty member. The evaluator shall be from the same discipline as the adjunct faculty member to be evaluated. The Academic Dean may refuse to accept the departmentally-assigned person if previous evaluation assignments were unsatisfactorily performed.

The College shall prescribe the content and methodology of the evaluation. Performance of an adjunct faculty evaluation shall be compensated at \$50 per evaluation.

### **ARTICLE VI -- DISCIPLINE**

#### **6.1 JUST AND REASONABLE CAUSE**

Discipline or discharge shall occur only for a reasonable and just cause.

#### **6.2 DISCIPLINE LESS THAN DISCHARGE**

Disciplinary action less than discharge may consist of actions such as a written reprimand or suspension from a portion of, or all, duties with or without pay. The above listing is not meant to exclude other forms of discipline less than discharge.

Prior to any disciplinary action being taken, a hearing will be held by the College except as provided below. OCCFA and the affected faculty member shall be notified in writing of the date, time and purpose of the hearing at least seventy-two (72) hours prior to the hearing. At the hearing, OCCFA shall be present and, with at least twenty-four (24) hours prior notice, the faculty member may also choose to have an attorney present. The purpose of the hearing is to inform the faculty member of the nature of the complaint and afford the faculty member the opportunity to respond. If agreed, a hearing may consist of more than one (1) meeting in order to permit adequate opportunity for investigation and response. After the conclusion of the hearing, the Chancellor's designee shall determine what action, if any, will be taken.

The above requirement for a hearing prior to imposition of discipline shall not prevent the College from suspending a faculty member with pay from a portion of, or all, duties prior to the hearing. Refusal or failure by the faculty member or representative to participate in the required hearing shall not prevent the College from imposing disciplinary action. All disciplinary actions less than discharge shall be issued in writing with a copy to OCCFA and made a part of the personnel file.

A reprimand for which there is no repeat offense shall not be used as a basis for further disciplinary action after it is five (5) years old.

Any disciplinary action less than discharge may be appealed through this Agreement's grievance procedure.

### **6.3 DISCHARGE**

Before discharge, a faculty member will be given the opportunity for a due process meeting with the Chancellor's designee. At least three (3) working days prior to the due process meeting, the faculty member will be given a written statement of the charges and will be afforded an opportunity to respond to those charges in the due process meeting. The faculty member may be represented by OCCFA at the due process meeting.

No later than fifteen (15) working days after the conclusion of the due process meeting, the College will provide a written report and recommendations to OCCFA and the faculty member.

If a faculty member's employment is terminated, OCCFA may file a demand for binding arbitration with the American Arbitration Association within fifteen (15) working days of the notice of termination. The arbitration will be conducted under the labor rules of the American Arbitration Association. The fees and expenses of the arbitration shall be shared equally by the Board of Trustees and OCCFA. The arbitrator shall not make any decision amending, changing, subtracting from or adding to the provisions of this Agreement. The Arbitrator's award shall be final and binding on the College, OCCFA and the faculty member.

Section 6.3 shall not apply to probationary or annual status faculty (See Article III).

### **6.4 TIME LIMITS**

All the limits stated above shall be observed. Time extension may be made only by mutual agreement in writing, signed by both parties. Failure of the Administration to observe time limits as required or as mutually extended shall preclude the further proceeding of the discharge. Failure of the faculty member to appeal the termination decision within the time limits as required or as mutually extended shall indicate a decision not to appeal.

## **ARTICLE VII -- SABBATICAL LEAVES AND TUITION REIMBURSEMENT**

### **7.1 FOR STUDY AND RESEARCH**

Sabbatical leaves for study and research may be granted at the discretion of the Chancellor to full-time faculty members. Such sabbatical leaves shall be in recognition of significant service to the College and for the purpose of encouraging scholarly achievement which will contribute to the professional effectiveness of the members of the staff and the value of their subsequent services to the College.

### **7.2 ELIGIBILITY FOR SABBATICAL LEAVE**

Full-time faculty members shall be eligible to apply for sabbatical leave during their third (3rd) academic year of continuous service.

### **7.3 PAY FOR SABBATICAL LEAVE AFTER THREE (3) YEARS OF SERVICE**

After three (3) full contract years of continuous service, a full-time faculty member shall be eligible for such leave for one (1) semester at half pay or for a Summer session at full pay. Semester and session shall be as defined by the approved academic calendar in Section 2.9 and 1.6.

**7.4 SECOND SABBATICAL LEAVE**

Faculty members having been granted a sabbatical shall not be considered eligible for another such leave until they have accumulated at least three (3) more academic years of continuous service.

**7.5 SABBATICAL LEAVE AFTER SIX (6) YEARS OF SERVICE**

A faculty member who has not taken a prior sabbatical leave shall, after six (6) academic years of continuous service, full-time, be eligible for a full academic year [ten (10) months] sabbatical at half pay, or a one (1) semester leave at full pay.

**7.6 SABBATICAL LEAVE AFTER FOURTEEN (14) YEARS OF SERVICE**

A faculty member who has not taken a sabbatical leave in the preceding fourteen (14) years shall, after fourteen (14) academic years of continuous service, full-time, be eligible for a full academic year [ten (10) months] sabbatical at full pay.

**7.7 BENEFITS DURING SABBATICAL**

All usual benefits shall be continued during the period of the sabbatical as though the faculty member were on regular assignment.

**7.8 FILING REQUEST FOR SABBATICAL**

Requests for sabbatical leave shall be filed as follows:

For sabbatical leave during the Fall semester, application must be filed by February 15 of that calendar year. For sabbatical leave during the Winter semester or Summer semester, application must be filed by April 15 and August 15, respectively, of the previous calendar year.

**7.9 APPROVAL FOR OTHER COMPENSATION WHILE ON SABBATICAL LEAVE**

A member of the faculty on sabbatical leave shall not render service for compensation in another institution or enterprise without prior approval of the College. This condition does not necessarily preclude the acceptance of a grant or fellowship provided such grant or fellowship materially aids the planned program of the recipient. The nature of the grant or fellowship and the approximate time requirements on the part of the applicant shall be fully set forth in the application for sabbatical. Violation of any condition of this section shall lead to immediate suspension of the sabbatical pay. If it is determined that a violation of this section has occurred, then the faculty member will be required to make financial restitution to the College in the amount of pay received from the College during the period of the sabbatical.

In the event that sabbatical pay has been suspended for the above reason, the Administration may not require any department to assign the faculty member a load which cannot be assigned in time to be printed in the next regularly published schedule of classes (the same deadline shall apply to Counselors, Librarians, and ASC faculty). Compensation shall resume when the faculty member resumes a regular, scheduled load.

**7.10 INFORMATION ON SABBATICAL LEAVE APPLICATION**

Application for leave shall be made in writing to the Human Resources Department on forms provided on request. Such application shall include detailed information as to:

- A. Length of service with the College;
- B. Prior sabbatical leaves from the College;
- C. Plan of study, travel, or research;

- D. Time period of the leave requested;
- E. Description of grants, fellowships, or other compensation expected.

#### **7.11 SABBATICAL RECOMMENDATIONS**

All applications for sabbatical leaves shall be reviewed by a committee comprised of five (5) faculty, elected by the faculty, and five (5) administrators. Elections for faculty representatives will be conducted by OCCFA through their normal election process. The committee will be convened by the Chancellor or a designee. The committee shall provide a rank-ordered list of its recommendations for sabbatical leaves to the College Chancellor or designee no later than twenty (20) working days from the designated deadline date. The Chancellor's or designee's decision to grant or deny the sabbatical leave will be rendered within fifteen (15) working days of receiving the committee recommendation. Failure to respond within fifteen (15) working days will result in automatic granting of the sabbatical request. The decision to grant or deny the sabbatical leave shall not be subject to the grievance procedure. Denial of sabbatical request shall be accompanied by a statement in writing detailing the reason for denial.

#### **7.12 RETURN FROM SABBATICAL LEAVE REPORT**

Upon return from sabbatical leave, the faculty member shall present a full written report regarding the use of the sabbatical leave to the sabbatical leave committee and the Chancellor.

#### **7.13 RETURN TO COLLEGE AFTER SABBATICAL**

Upon accepting a sabbatical leave the faculty members shall certify to the College of their intention to return to their position with the College for a period of time equal to that covered by the leave granted. Should faculty members not remain with the College for the required period, they shall agree to repay the College the full amount received in sabbatical leave compensation. Should faculty members return for a portion of the required period, the repayment will be reduced proportionately. Faculty members on sabbatical leave shall return to the same campus, department and position occupied prior thereto.

#### **7.14 TUITION REIMBURSEMENT**

The College shall appropriate \$60,000 each year in its operating budget to be used to pay faculty members' tuition for course work which satisfies all of the following conditions:

- A. Coursework or a program of study must be pertinent to the needs of the College and or duties of the employee. The coursework or program of study must be taken at an accredited institution of higher education. The coursework must provide the employee with additional areas of competence.
- B. Employees have the option to receive prior approval of coursework by completing the Tuition Reimbursement Application and submitting it to the Academic Dean for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
- C. All coursework applied for under this article must be taken outside of regular work hours on the faculty members' own time. However, courses may be authorized during normal working hours if approved in writing by the Academic Dean and the appropriate member of Chancellor's Cabinet.

- D. Reimbursement is for tuition and fees and excludes reimbursement for books or any other related expenses.
- E. The tuition reimbursement period will be for each fiscal year (July 1 to June 30).
- F. Faculty members applying for tuition reimbursement must provide to the Human Resources Department a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan of work. Courses at the Master's and Doctoral level must have grades of a "B" or higher, and the courses must be completed within the academic year. Doctoral dissertation credits are exempt from this grade requirement.
- G. Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.
- H. The maximum total of tuition and fees paid to any individual will be equal to \$800 per credit hour up to a maximum of \$8,000 per fiscal year. If tuition and fees are less than \$800 per credit hour, reimbursement will be for the amount of the actual receipt.
- I. Continuing education courses will be reimbursed based on prior approval of the Academic Dean.
- J. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.
- K. Receipts and official/or copy of grade report with check request must be submitted within thirty (30) days of course completion. When possible, reimbursement will be made twenty (20) days following submission of an official grade report/or copy and valid tuition receipt.
- L. All faculty members will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

## **ARTICLE VIII -- VACATIONS**

### **8.1 VACATION FOR TEACHING FACULTY**

Vacations for faculty members covered under Section 1.2 shall be in accordance with the approved Academic Calendar and shall commence once final grades are turned in or when final grades are due and end on the next scheduled instructional day.

### **8.2 VACATION FOR LIBRARIANS AND ASC FACULTY**

Vacations for Librarians and ASC faculty members covered under Section 1.2 shall be in accordance with the approved Academic Calendar and shall commence at the conclusion of the last day of instruction and end on the next instructional day.

### **8.3 VACATION FOR COUNSELING FACULTY**

The normal vacations for faculty members who are counselors shall be in accordance with the approved College Calendar and shall commence at the end of the last week of instruction minus the number of days of Regular Registration. Vacations shall end on the first day of the next

regular registration. Counselors, upon agreement with the department and the Administration, may take their vacation days at other times. The Administration may require a vacation schedule that provides a minimum of one (1) counselor present at each campus on each day other than those specified in Article IX.

## **ARTICLE IX -- HOLIDAYS**

### **9.1 LIST OF COLLEGE HOLIDAYS**

- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- December 24
- Christmas Day
- December 31
- New Year's Day
- Martin Luther King Day
- Memorial Day

Mondays that are official holidays for those listed above shall be observed as the holiday.

### **9.2 CHANGING OF HOLIDAYS**

Should the observance of the above holidays be changed to another date by action of the Legislature, the holiday shall be observed on the new date established.

## **ARTICLE X -- SICK LEAVE**

### **10.1 NOTIFICATION OF ILLNESS**

In case of illness or injury causing absence, faculty members are responsible for notifying the department of their absence as soon as they are aware of the inability to meet their commitment. The department shall maintain records and make them available to the College upon its request and make necessary arrangements to cover the affected scheduled classes and/or assignments. Whenever faculty members are absent due to illness or injury, they shall receive a full salary for the first fifteen (15) working days of such absence. All said absences shall be reported by the Department Chair to the Academic Dean. The report shall include the name of the faculty member or members who covered the scheduled classes or assignments. If classes are canceled, reasons for such cancellation shall be given. The department may request the faculty member to furnish evidence of the illness or injury causing such absence.

### **10.2 CLASS COVERAGE OF ILL, INJURED OR DECEASED FACULTY**

Qualified faculty members will cover, without extra compensation, the scheduled classes and/or assignments for faculty members absent due to illness, injury or death, unless such absence exceeds fifteen (15) consecutive working days, Monday through Friday. Such an assignment shall not exceed five (5) working days, Monday through Friday, per faculty member without the individual's consent.

After a fifteen (15) consecutive working days' absence, either a temporary replacement (including adjuncts) will be employed or arrangements will be made through the department with qualified members to assume the extra assignments, with compensation to the covering faculty prorated at their overload rate for the period required. Should it be impossible, because of the size of the

department or because of schedule conflicts, for the campus department to cover the assignments, the respective department on the other campuses shall be contacted and shall provide coverage, if possible. If such faculty members accept such an assignment, they shall receive mileage at the rate established by the Internal Revenue Service for the additional driving involved.

The College may hire a temporary full-time faculty under Section 1.2 C to cover the absence.

**10.3 QUALIFIED HEALTH CARE PROVIDER'S REPORT AFTER FIFTEEN (15) DAYS**

Faculty members who are absent for a period in excess of fifteen (15) consecutive working days because of personal illness or injury shall submit a written statement from a qualified health care provider to the Human Resources Department upon return to work. Such a written statement shall attest that the absence was due to illness or injury and that the faculty member is sufficiently recovered to return to work.

**10.4 BENEFIT INSURANCE PROGRAM**

Should the absence due to illness or injury extend beyond a period of twenty-one (21) consecutive calendar days, faculty members shall become eligible on the twenty-second (22nd) calendar day for benefits under the Accident and Sickness Benefit Insurance Program of the existing carriers or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College.

**10.5 SHORT-TERM DISABILITY INSURANCE PROGRAM**

The College shall provide a short-term disability insurance program as outlined in Appendix G.

**10.6 SICK LEAVE BANK**

The sick leave bank of all faculty members who have such days accumulated prior to August 31, 1969, shall be frozen at the balance accumulated up to and including August 31, 1969. No additional days will be added to the bank. After fifteen (15) consecutive working days of absence due to illness or injury, faculty members with accumulated days in the sick leave bank shall use these days before entering the insurance plan described in this Article. A faculty member who is going to be absent or is absent for a period in excess of fifteen (15) consecutive working days due to illness or injury must report the illness or injury causing such absences to the campus president, either prior to or within such fifteen (15) day period.

**10.7 BEGINNING OF SICKNESS BENEFIT INSURANCE**

All full-time faculty members will be covered by the Accident and Sickness Benefit Insurance Program as of the first day of the month following their hire date.

**10.8 MICHIGAN WORKERS' COMPENSATION LAW**

Should the employee's absence due to injury or illness be due to a situation covered under the provisions of the Michigan Workers' Compensation Law, and if the compensation benefits are less than those described in Section 10.5, only the amount necessary to equal the payments stated in Section 10.5 shall be paid under the terms of the Accident and Sickness Policy.

**10.9 CONTINUANCE OF BENEFITS DURING MEDICAL LEAVE OF ABSENCE**

For faculty members on the Accident and Sickness Benefits Program stated in Section 10.5 or the long-term disability as provided in Appendix G, Section 5, the insurance contracts listed in Section 14.1 shall continue in full force and the College shall contribute the actual premium cost up to the amount permitted by law per the election made by the College, as long as the employee has requested and has received approval for taking a medical leave of absence or until such time

as the employee becomes permanently disabled, at which time the employee must apply for Social Security benefits or disability retirement from the Optional Retirement Program or the Michigan Public School Employees Retirement System. The College may reduce benefit coverage for any benefit covered by the Social Security or retirement systems.

#### **10.10 CHILDBEARING**

Any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion, will be treated the same as any other illness or injury (temporary medical disability) in regard to the use of sick leave as provided for in this Article. Such provisions shall include, but are not limited to, coverage of faculty member's scheduled classes and/or assignments (see Section 10.2), use of sick leave bank, benefits under the Accident or Sickness Benefits Insurance Program, and long-term disability insurance.

### **ARTICLE XI -- LEAVES OF ABSENCE WITH PAY DURING INDIVIDUAL CONTRACT PERIOD**

Leaves of absence with pay shall be granted by the College for absence during a faculty member's individual contract period as follows:

#### **11.1 JURY DUTY AND WITNESS**

Faculty members who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence and shall be paid at their regular salary rate. All jury duty fees and witness fees earned by faculty members shall be remitted to the College.

#### **11.2 MILITARY**

Whenever faculty members are required to participate in military training sessions or are required to serve for short periods of involuntary active duty for domestic or international emergencies, they shall be granted a leave of absence at full pay for a maximum of ten (10) consecutive working days. All military pay received by faculty members while on such leave shall be remitted to the College.

#### **11.3 PERSONAL LEAVE DAYS**

Two (2) days of personal leave per academic year will be allowed to full-time faculty members without loss of pay. Personal leave days are provided for legitimate business and/or family obligations which can be met only during the regularly-scheduled period of assignment. Personal leave days normally shall not be granted during the first or last week of a semester or on days immediately preceding or following a holiday. Faculty members requesting a personal leave shall arrange in advance through their department for the coverage of assignments during the absence. Notice shall be forwarded to the appropriate Academic Dean for purposes of record only.

In special emergency circumstances, faculty members may request approval of additional personal leave through the appropriate Academic Dean. Any such request for additional personal leave will be considered for approval/denial by the appropriate Vice Chancellor or designee.

#### **11.4 CLASS COVERAGE FOR LEAVES OF ABSENCE WITH PAY**

Qualified faculty members will cover, without extra compensation, the scheduled classes and/or the necessary assignments for faculty members absent under the provisions of Sections 11.1, 11.2 and 11.3, unless such absence exceeds fifteen (15) consecutive working days, Monday through Friday. Such an assignment shall not exceed five (5) working days, Monday through Friday, per

faculty member without the individual's consent. After a fifteen (15) consecutive working days' absence, either a temporary replacement will be employed or arrangements will be made through the department with qualified members to assume the extra assignments prorated at the overload rate for the period required.

Should it be impossible, because of the size of the department or because of schedule conflicts, for the campus department to cover the assignments, the respective department on the other campuses shall be contacted and shall provide coverage, if possible. If such faculty members accept such an assignment, they shall receive mileage at the rate established by the Internal Revenue Service for the additional driving involved.

The College may hire a temporary full-time faculty under Section 1.2 C to cover the absence.

#### **11.5 PAID RETRAINING LEAVE**

A faculty member may be granted a paid retraining leave by the Chancellor if the following conditions have been satisfied:

- A. The receiving campus department and the Administration agree to an internal-applicant-only posting at one (1) of the campuses.
- B. The receiving campus department and the Administration agree as to the retraining required by the faculty member.
- C. The receiving campus department agrees to accept the faculty member when the retraining is completed and the retrained faculty member agrees to accept the position.

The Chancellor's decision to grant or deny a paid retraining leave shall not be subject to the grievance procedure.

A faculty member on a retraining leave shall have the percentages in Section 21.3 reduced by one-half (½) (Fall and Winter semesters, and Summer session) during any compensated retraining leave or prorated in the case of a part-time retraining leave of absence.

### **ARTICLE XII -- BEREAVEMENT LEAVE**

#### **12.1 REPORTING AND CLASS COVERAGE**

Faculty members shall notify their department chair of a need to be absent due to bereavement. The department shall provide necessary coverage of assignments. Such absence shall be for a reasonable amount of time. The Academic Dean will be notified of this action.

### **ARTICLE XIII -- LEAVES OF ABSENCE WITHOUT PAY**

#### **13.1 QUALIFICATIONS FOR CONTINUING CONTRACT FACULTY**

Faculty members on a continuing contract shall be granted a leave of absence without pay for reasons of health (physical or mental), child care or military service. Faculty members shall be eligible for an authorized leave of absence under this paragraph at any time after the effective date of their continuing contract.

**13.2 PROFESSIONAL GROWTH/OTHER LEAVES**

Faculty members on a continuing contract may be granted a leave of absence without pay for professional growth or such other reasons as may be approved by the College. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after the effective date of their continuing contract.

**13.3 PROBATIONARY FACULTY**

Faculty members on a probationary contract may be granted a leave of absence without pay for reasons of health (physical or mental), child care or military service. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after one (1) year's service with the College which immediately precedes the authorized effective date of such leave of absence.

**13.4 APPLICATION**

Faculty members who request a leave of absence shall make application in writing to their Academic Dean. The application shall state the reason for the leave of absence and the length of time.

**13.5 DECISIONS**

The application for a leave of absence under the terms of Section 13.2 or Section 13.3 will be considered by the College on its individual merit and circumstances, and the parties agree that the determination of whether or not a request shall be granted rests solely at the discretion of the College. The application for a leave of absence under Section 13.1 will be considered by the College, and if the College determines that the reasons for said request are those as contemplated in said paragraph, the request shall be granted by the College. A request for a leave of absence shall be answered within thirty (30) days. An authorization for a leave or a denial of a request shall be in writing. If requested by the faculty member, reasons for a denial shall be given in writing.

**13.6 EXTENSIONS**

A leave of absence under the terms of this article shall not exceed the time specified in the authorization but shall in no event exceed one (1) year. Upon request, such leaves may be extended at the sole discretion of the College. An authorization of extension shall be in writing.

**13.7 CANCELLATIONS**

If faculty members accept full-time employment during an authorized leave of absence, the authorized leave may be canceled and said faculty members shall be considered to have voluntarily terminated their employment and any rights to employment that may have existed. This provision may be waived at the discretion of the Chancellor.

**13.8 STEP ON RETURN**

For the year faculty members are on leave, they shall be interpreted as having been assigned to the step on the salary schedule to which they were entitled had they not gone on leave. Upon return from such approved leave of absence, faculty members shall be placed on the step on the salary schedule nearest to, but not less than, the salary as determined in sentence one (1) above. No faculty member shall receive the salary adjustment associated with the period of service during which the leave occurred.

### **13.9 FEDERAL LAWS**

The provisions of this article shall be subject to all applicable Federal Laws now in force or as amended relating to the rights of returning veterans.

### **13.10 CHILDBEARING LEAVE OF ABSENCE**

A childbearing leave of absence without pay and benefits, except as provided in Section 10.9, shall be granted to a faculty member for the purpose of childbearing as follows:

- A. A faculty member who is pregnant shall be granted, upon request, a leave to begin at any time between the commencement of her pregnancy and the time a child is born to her. Said faculty member shall notify the College in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notification a physician's statement certifying her pregnancy. A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires provided that she determines that she is physically able and her physician determines that she is medically able. All, or a portion of a leave taken by a faculty member because of the medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave, as provided for in Article X. A childbearing leave of absence shall continue for no longer than one (1) year from commencement of said leave.
- B. A faculty member who is granted a childbearing leave of absence shall have the following re-employment rights:
  1. If a faculty member notified the College of her desire to return to active employment after a leave that has been charged entirely to the sick leave provisions of Article X, in accordance with the provisions above, said faculty member shall immediately be assigned to the same position she held at the time the leave commenced.
  2. If a faculty member notified the College of her desire to return to active employment within sixty (60) days after commencement of said childbearing leave of absence, she shall be assigned, at the beginning of the next semester, to the same position that she held at the time the leave commenced.
  3. If a faculty member notified the College of her desire to return to active employment after the expiration of the aforementioned sixty (60) day period, but prior to the expiration of the leave, and the leave has not been entirely charged to sick leave, said faculty member shall be assigned at the beginning of the next semester.

### **13.11 CHILD CARE LEAVE OF ABSENCE**

A child care leave of absence without pay and benefits may be granted to a faculty member for the purpose of caring for a newborn child or an adopted child under the age of five (5) years. Such leave may commence any time from the birth of the child, or the date custody is obtained, and shall continue for no longer than one (1) year unless said leave terminates during a college semester; in which case, the faculty member will continue the leave until commencement of the next college semester.

Said faculty member shall notify the College in writing of the desire to take such leave and, except in case of emergency, shall give the notice at least thirty (30) days prior to the date on

which the leave is to begin. The faculty member shall include with such notification either a copy of the birth certificate or a copy of the adoption papers, whichever is applicable.

A bargaining unit member may, with the approval of the department and Academic Dean, take a half-time contract for a period of time not to exceed one (1) year. The bargaining unit member shall pay twenty-five percent (25%) of their benefits cost for the period of the leave.

### **13.12 FAMILY MEDICAL LEAVE OF ABSENCE**

A family care leave of absence without pay and benefits may be granted to a faculty member for the purpose of caring for a seriously ill family member. Such leave must be at least thirty (30) days in duration and may be for a total period of up to twelve (12) months within a two-year period, unless said leave terminates during a College semester; in which case the faculty member will continue the leave until commencement of the next College semester. The duration of a family care leave may be reduced on a case-by-case basis subject to the approval of the campus president. For the purpose of this family care leave, "family member" shall mean:

Spouse;

Any fully dependent child under nineteen (19) years of age [or age twenty-three (23), if a full-time student], or an unmarried child of any age who is incapable of self-support or physically or mentally handicapped and fully dependent on the employee;

Biological, or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the College.

Said faculty member shall notify the College in writing of the desire to take a family care leave and, except in case of emergency, shall give notice of at least thirty (30) days prior to the date on which the family care leave is to begin. The faculty member shall include with such notification documentation verifying the need for a family care leave. A faculty member may make arrangements to pay for continuation of benefits within the guidelines of Consolidated Omnibus Budget Reconciliation Act (COBRA).

Faculty members' rights under the Family and Medical Leave Act are summarized in Appendix O. Questions regarding these rights should be directed to Human Resources.

## **ARTICLE XIV -- GROUP INSURANCE AND RETIREMENT**

### **14.1 INSURANCE PLANS**

The College will furnish to all faculty members the insurance protection listed in Appendix G. Full-time faculty members shall be eligible to participate in these insurance plans upon commencement of their faculty contract. Coverage begins the first day of the month following commencement of employment. The College shall contribute the actual premium cost for these insurance programs up to the amount permitted by law per the election made by the College.

### **14.2 ACCIDENT INSURANCE**

The College will continue in force for the duration of this contract its present Accident Insurance Plan with the existing carrier or similar policy or policies with other reputable insurers of its

choice. Full-time faculty members shall be eligible to participate voluntarily in this plan and shall contribute the total premium through payroll deduction for the coverage elected.

**14.3 TAX DEFERRED ANNUITY**

The College shall make available to all full-time faculty a salary reduction plan with the Teachers Insurance Annuity Association (TIAA) and other mutually agreed upon carriers. Contributions shall be made biweekly in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder (see Appendix G).

**14.4 MICHIGAN RETIREMENT SYSTEM**

The College is required by law to provide a retirement program through either the Michigan Public School Employees Retirement System or the Optional Retirement Program. In the event that the law is changed during the term of this contract, the College and OCCFA shall negotiate the implementation of such change under such legislation. The amount of the contributions to the optional retirement funds shall be negotiated (see Appendix G and H).

**14.5 RETIRED FACULTY COMPENSATION**

A faculty member who retires under the provisions of the Michigan Public School Employees Retirement System or the Optional Retirement Program and is hired as an adjunct faculty member shall be paid at the maximum overload rate.

**ARTICLE XV -- GRIEVANCE PROCEDURE**

**15.1 DEFINITION**

The term "complaint," either oral or written, shall be interpreted as an informal claim based upon an event or condition that affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning, or application of any of the provisions of this Agreement. It is used in the informal step 1 of Section 15.4 of the grievance procedure.

The term "grievance" shall be defined as a formal claim in writing for any claim proceeding beyond Step 1 and 2 of the grievance procedure. A grievance shall be interpreted as a claim based upon an event or condition that affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning, or application of any of the provisions of this Agreement.

Complaints and grievances may be initiated by any faculty member, group of faculty members, or OCCFA in accordance with Section 15.4.

Faculty members may elect to have a faculty representative of OCCFA with them at any stage of the grievance procedure, or they may choose to process the complaint and have it fully adjusted without the intervention of OCCFA, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement. Regardless whether the faculty member(s) request(s) representation, OCCFA shall be copied on all responses at any stage of the grievance procedure.

In the event that faculty members have a group complaint, it shall be sufficient if one (1) member presents the complaint on behalf of all similarly affected faculty members provided that the initial statement of grievance include the items required in Step 3, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance.

In order to be submitted as a group grievance, the relevant facts and the contract provisions alleged to have been violated must be the same for each and every member of the group.

## **15.2 RETALIATION PROHIBITION**

No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, initiate or participate in a complaint or grievance.

## **15.3 TIME LIMITS**

All time limits herein shall consist of normal working days, Monday through Friday, exclusive of holidays and times when the College is closed for business. Time limits may be extended only with the written consent of OCCFA and the College.

## **15.4 STEPS IN GRIEVING**

Any grievance shall be presented through the following procedure:

Step 1: A faculty member(s) shall discuss complaints with their dean and OCCFA representative, if requested by the member(s). The complaint must be presented to the appropriate dean or designee within fifteen (15) working days of either its alleged occurrence or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence. The appropriate dean or designee shall meet with the faculty member(s) and OCCFA Council Representative, if requested by the member(s), and render a decision, in writing, within fifteen (15) working days after the receipt of the Step 1 complaint. Concurrently, a copy of the written response shall be provided to OCCFA.

Step 2: In the event the response at Step 1 is unsatisfactory, the faculty member(s) and OCCFA Council Representative shall present a written complaint to the Dean's supervisor within fifteen (15) working days of receiving the written Step 1 response. The Dean's supervisor (or designee) shall meet with the faculty member(s) and OCCFA Council Representative within fifteen (15) working days of receipt of the written Step 2 complaint and render a decision, in writing, within fifteen (15) working days after the Step 2 meeting.

Step 3: In the event the response at Step 2 is unsatisfactory, OCCFA shall appeal the grievance to the Vice Chancellor of Human Resources within thirty (30) working days after receiving the Step 2 response. The Statement of Grievance shall include:

- a. The name of the aggrieved party or parties;
- b. A statement of the facts giving rise to the grievance;
- c. Identification of all provisions of this Agreement alleged to be violated;
- d. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence;
- e. The date of the initial submission of the complaint in writing;
- f. Remedy or correction requested;
- g. A grievance number assigned by OCCFA;
- h. The signature of the OCCFA grievance representative.

The Vice Chancellor of Human Resources shall meet with the OCCFA grievance representative(s) within fifteen (15) working days after receipt of the grievance and render a decision, in writing, within fifteen (15) working days after the Step 3 meeting.

For a grievance that was initially filed at Step 3 and the response to it is unsatisfactory, OCCFA shall have the option to appeal the grievance to the Chancellor, or designee, within fifteen (15) working days after receiving the Step 3 response. The Chancellor, or designee, shall meet with the OCCFA grievance representative(s) within fifteen (15) working days after receipt of the grievance and render a decision, in writing, within fifteen (15) working days after meeting.

Step 4: In the event there is no resolution at the Chancellor's level, OCCFA may appeal the matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within twenty (20) working days after receiving the Step 3 response. The arbitrator shall render a decision, in writing, within thirty (30) calendar days after post-hearing briefs and proofs are submitted. It shall be final and binding on OCCFA, its members, the faculty member or members involved, and the College. The fees and expenses of the arbitrator shall be paid by the party losing the grievance as determined by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

#### **15.5 POWERS OF THE ARBITRATOR**

It shall be the function of the arbitrator, who shall be empowered except as limited herein, after due investigation, to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The arbitrator may not change the salary schedule provided as a part of this Agreement nor establish any new salary schedule.
- C. The arbitrator shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement and shall not substitute personal judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor OCCFA shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of the Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of Michigan.

#### **15.6 FAILURE TO RENDER A DECISION**

Failure to render a response or decision at any step of this procedure within the specified time limits shall permit the appropriate party to proceed to the next step.

**15.7 FAILURE TO APPEAL**

Failure of the appropriate party to appeal a response or decision at any step within the specified time shall constitute a withdrawal of the complaint or grievance. Any step of the grievance procedure may be waived with the written consent of the College and the appropriate party.

**15.8 OBJECTIONS TO DISCHARGE**

Objections to discharge of a faculty member shall be handled through the provisions of Article VI, Discipline, and shall not be the subject of a grievance filed under the grievance procedure.

**ARTICLE XVI -- COMMUNITY EDUCATION AND CONTRACT CLASSES/SERVICES**

**16.1 COMMUNITY EDUCATION**

**A. Off-Campus Education**

The College service area is divided into four geographical regions: northwest, northeast, southwest, and southeast. The off-campus credit course offerings included in the off-campus programs, except Workforce development programs, will be academically coordinated as follows:

Northeast	Auburn Hills Campus
Northwest	Highland Lakes Campus
Southwest	Orchard Ridge Campus
Southeast	Royal Oak and Southfield Campus

**B. Campus Departmental Governance**

Off-campus courses offered for Oakland Community College credit, as established in Section 16.1 A shall be governed by the appropriate campus department under the provisions of Section 2.1 A and C.

**C. Posting of Overload Assignments**

The College Human Resources Department shall provide electronically to all full-time faculty the Schedule of Classes, upon its publication, and the form necessary to apply for overload sections.

Applications for overload sections must be submitted to the appropriate department with a copy to the Academic Dean at least thirty (30) calendar days prior to the first day of class for that semester or session.

**D. New Centers to be Coordinated by a Campus**

Any new centers and/or reassigned centers shall be academically coordinated by the appropriate campus.

## 16.2 CONTRACT CLASSES/SERVICES (WORKFORCE DEVELOPMENT)

### A. Definition of Contract Classes/Services

Contract classes are course sections for credit or non-credit which meet specifications set forth in a written agreement between a client and the College. Such specifications would include, but need not be limited to location, time and date, content, instructor, evaluation, and a list of students. Contract classes are by definition closed sections that have a class roster provided by the client. In all instances, credit classes offered to clients by way of such agreements will meet the same academic requirements, such as contact hours, course prerequisites, common course outcomes and faculty qualifications, as the same credit courses offered at the College. Contract services could include but need not be limited to non-class room activities such as counseling, tutoring, library services or development activities.

### B. Faculty Assignment

All contract classes for credit must be staffed by faculty meeting the qualifications established in Appendix A. Contract classes will use faculty mutually determined by the Administration and client as specified in the client/College agreement through which the classes and/or services are to be offered. In the event the client does not identify a qualified contractor, qualified full-time college faculty will have first refusal rights to be considered for contract training assignments that are definable units/courses within the contracted arrangement. The order of consideration will be the same as for open enrollment campus/recommended extension classes. Faculty shall be required to teach all courses which are not canceled that they have agreed to teach, unless otherwise agreed to among the faculty member, Workforce Development, and the Academic Dean.

The credentials of every instructor to teach credit hour classes will be provided to the Academic Dean and department, normally within one (1) week prior to the start date of the classes or services for review and recommendation. Unusual time constraints may require occasional exceptions. Given one (1) week notice, a faculty member in any contract class or service may be evaluated/reviewed by the department or dean according to Sections 5.1, 5.2 and 5.3 of this Agreement.

### C. Contract Classes/Services – Temporary Staff

In the event full-time faculty are unable to perform in contract classes and services, the administration may assemble contract classes/services contracts of sufficient number to hire temporary non-bargaining unit staff to teach in such classes or provide such services for the length of the contract. Such temporary full-time staff shall be limited to a number not to exceed five percent (5%) of the number of members of the bargaining unit. In all instances such staff's teaching/service load will be limited to specifically identified contracts for contract classes and services.

Temporary staff will not be members of the bargaining unit, nor will they have any contractual rights afforded members of that group. The temporary staff's employment at Oakland Community College shall terminate with the expiration date(s) of the contract classes/services.

D. Reporting

A report of temporary full-time staff hired will be given to OCCFA at the end of each semester.

E. Compensation for Contract Classes

Compensation for non-credit contract classes should be no less than the highest hourly adjunct rate as stated in the “Adjunct Faculty College-wide Handbook” at the Step C rate (Step C ÷ 15). Release time may be granted in lieu of the contract hourly rate. Faculty teaching credit contract classes/services shall be compensated as release time/supplemental contracts in accordance with the provisions of Section 2.11 and Appendix M.

F. Posting of Contract Classes/Services

The College shall post any contract class/services opportunities available for faculty in accordance with the provisions of Section 16.2 B. Such postings shall be sent electronically to each faculty member.

Any full-time faculty member interested in a specific posted contract class/service opportunity shall submit a letter of application to the Workforce Development Office based on the timelines of the posting. Each faculty member who submits a letter of application shall be notified by the Workforce Development Office administration of the name of the individual selected for the contract activity.

G. Faculty Letter of Interest

Faculty members interested in teaching contract classes/services may submit a letter expressing their interest at any time. A database will be established in which a record will be kept of any faculty members expressing interest in contract classes/services.

Compensation for these faculty positions shall be in accordance with the provisions of Section 2.11 and Appendix M.

**ARTICLE XVII -- ACADEMIC FREEDOM AND ETHICS**

**17.1 GUARANTEE**

Academic freedom shall be guaranteed to faculty members, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, society, the physical and biological world and any other branches of knowledge, subject only to accepted standards of professional educational responsibility. Each faculty member is expected to satisfy the content requirements for every course as described by the College catalog. The methodology employed by each faculty member to satisfy the course content requirements is entirely the sole discretion of each faculty member, within generally accepted standards.

**17.2 AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

The faculty adopts the statement on Ethics from the American Association of University Professors set forth in Appendix C hereto and shall encourage all faculty to adhere to the statements contained therein.

### **17.3 FREEDOM FROM A HOSTILE WORK ENVIRONMENT**

Faculty members shall comply with the Board Policies on Safe Work Environment, 0.0.6, and Workplace Threats and Violence, 0.0.7.

### **17.4 INSTRUCTIONAL FUNCTION**

All faculty shall have the primary contractual obligation to teach their courses consistent with the course content described in the College Catalog. Furthermore, faculty members shall have the responsibility to provide each student, in writing by the first class meeting of each semester or session, a course syllabus that includes but is not limited to intended course goals, grading standards and practices, and a tentative schedule of assignments and tests.

### **17.5 COLLEGEWIDE COORDINATION**

Faculty shall meet with their respective disciplines college-wide to:

- Coordinate courses with limited enrollment, courses offered infrequently, upper level classes and classes required for graduation.
- Discuss offering of distance learning courses.
- Approve discipline related course templates.
- Discuss discipline related professional development opportunities.
- Discuss course, discipline, and program outcomes and assessment of outcomes.
- Discuss course and program revisions.
- Discuss college-wide scheduling and coordination of courses.
- Discuss textbook selection. Disciplines are responsible for selecting a single text for same-text sequential courses. However, exceptions may be made upon the recommendation of the discipline subject to the written approval of the Academic Dean. Requests for exception must be submitted in writing to the Academic Dean at least six (6) weeks prior to the beginning of the semester or session.
- Discuss other matters that would enhance the quality of instruction or service.
- Consider and respond to matters proposed by the appropriate academic administrators.
- Discuss discipline related staffing needs and forward recommendations to the Academic Dean.

Each college-wide discipline may hold additional meetings, as necessary, to conduct its business.

### **17.6 CONFLICT OF INTEREST**

- A. All faculty members will honor the Statement of Ethics from the American Association of University Professors and Board policy regarding conflict of interest. Moreover, faculty members who are members of the State Bar of Michigan, will not engage in any business related activities for personal, pecuniary gain or on a pro bono basis that conflict with, undermine, or are harmful to the financial interest of the College.
- B. Appropriately credentialed Deans may work as counselors, librarians, Academic Support Center faculty, or teaching faculty only outside their regular working hours and only with approval from their direct supervisor. Deans will be scheduled by departments as part of their regular adjunct staffing process.
- C. A faculty member shall not teach a class section in which a relative of the faculty member is assigned. The term “relative” includes a faculty member’s spouse, mother or stepmother, father

or stepfather, child or stepchild, sibling or stepsibling, grandparent, grandchild, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, uncle, aunt, niece and nephew.

In the event a faculty member is unable to modify his/her teaching schedule to avoid such a conflict and the specific class section being taught is otherwise unavailable within the College schedule to a “relative” for whom tuition authorization or reimbursement for OCC credit courses would be available, such relative (dependent child or spouse) shall be eligible for reimbursement up to the OCC per credit hour rate in effect at that time upon successful completion of an equivalent class/course at another accredited higher education institution.

## **ARTICLE XVIII -- OCC/OCCFA ROUNDTABLE**

### **18.1 COMPOSITION OF COMMITTEE**

An OCC/OCCFA Roundtable Committee shall consist of the Vice Chancellor for Human Resources and/or designee(s), and faculty members selected by OCCFA.

### **18.2 MEETINGS**

The Committee shall meet as mutually determined by the parties.

### **18.3 LIAISON ORGANIZATION**

The Committee shall act as a continuing liaison organization between the faculty and the Administration to consider problems or potential problems resulting from the application of the Master Agreement.

### **18.4 FUNCTION OF THE COMMITTEE**

The Committee shall have no power to change the Agreement, nor shall it serve in any way as a policy making or recommending body. No formal motions or actions will be considered, nor shall any official meeting records be kept.

## **ARTICLE XIX -- VACANCIES**

### **19.1 INITIAL EMPLOYMENT**

The College shall employ faculty members as it deems necessary to carry out the instructional program of the College in accordance with the qualifications as set forth in Appendix A.

### **19.2 REPLACEMENT**

As need for faculty occurs, a posting may be requested by a department through the Academic Dean or by the Administration.

### **19.3 HIRING PROCESS**

#### **A. Staffing**

Requests/Recommendations for Faculty positions may be made by departments, disciplines, programs, and Academic Deans to the Provost or the Vice Chancellor for Student Services, as applicable.

## B. Postings

All approved vacancies will be posted by the College for a minimum of ten (10) regularly scheduled working days on the College's Applicant Tracking System. When a position is posted, it will list the discipline, disciplines, and/or courses within a discipline it is anticipated the faculty member will teach or area in which the faculty member will work. The language of the posting shall be approved by both the department and the Academic Dean. The posting will also include specific degree requirements, according to the Faculty Master Agreement. Deviations from the specific degree requirements will be discussed and new degree requirements will be agreed to by the College and OCCFA. Posting periods may be adjusted, by mutual agreement of the College and OCCFA. The Human Resources Department will send notice of current postings by e-mail to all bargaining unit members. Faculty interested in a vacancy must apply through the Human Resources established application tracking system within the posting period and must meet the minimum qualifications before the closing date of the posting. Vacancies will be posted internally and externally simultaneously.

Once the posting is agreed to, Human Resources will post on the public OCC HR website. Human Resources may also post on professional and/or academic organizations websites to ensure a diverse applicant pool. Identifying such organizations will be discussed during the pre-post meeting with the department chair and the Academic Dean.

## C. Internal Candidates/Transfers

Current full-time faculty members shall be given preference on a seniority basis for any assignments within their currently assigned discipline which may become available at another campus. Interested faculty shall have ten (10) days to apply for the open position from the date on the posting. In such case, the transfer shall be deemed voluntary and automatic. No further action would be required.

In the event that no faculty member within the discipline wishes to transfer, faculty members seeking a position outside of their currently assigned discipline may transfer provided they are qualified for such position in accordance with Appendix A. Preference will be on seniority basis. No further action would be required.

No determinations under this provision shall be made until ten (10) working days after the posting of said position. If, at the end of ten (10) working days, there are no internal candidates for the position, a search shall be conducted per sub-section D below.

## D. External Hiring Process

### 1. Formation of the search committee

A committee shall consist of at least three (3) faculty members to include at least one (1) member from the discipline and one (1) member from the department, the committee shall also include a member from Human Resources and the Academic Dean. The Dean shall chair the committee. In the event that the Dean is unable to chair the committee, the department chair will assume the responsibilities. Each member of the committee shall have an equal vote.

2. Responsibilities of the search committee

Human Resources shall screen all applicants and forward those who meet the minimum qualifications to the committee. The committee will select applicants for interview, establish interview criteria and questions with HR approval, conduct interviews, and upon completion of the interviews, confer and recommend up to three applicant names to be advanced to the Provost or Vice Chancellor for Student Services for possible hire.

In the event that there are multiple postings within a discipline, those vacancies may be filled separately or in a consolidated manner, as deemed appropriate by the Administration.

3. Recommendations

The Provost or Vice Chancellor for Student Services shall make the hiring decision and inform the search committee.

In the event that none of the candidates are accepted for hire, the Provost or Vice Chancellor for Student Services shall inform the search committee chair in writing of the reasons for the non-approval; the committee shall be afforded the opportunity to meet with the Provost or Vice Chancellor for Student Services to discuss the concerns, submit another applicant for their consideration, or request a reposting of the position.

**ARTICLE XX -- FINANCIAL RESPONSIBILITY**

**20.1 DEDUCTING DUES**

If permitted by law, full-time faculty members who choose to join OCCFA may authorize deduction of total membership dues directly to OCCFA from their pay by the College by completing and returning to the OCCFA Treasurer an "OCCFA Membership Form" (Appendix N) indicating membership election. If OCCFA provides the College with a copy of those executed OCCFA Membership Forms it has received by the first day of any month, the College shall begin deductions with the second pay period of that month.

**20.2 EFFECTIVE DATE OF DEDUCTION OF DUES**

The Payroll Deduction Form shall become effective upon receipt of notification from OCCFA by the Financial Services Department and shall remain in effect as long as the faculty member maintains status as a faculty bargaining unit member or until the faculty member rescinds the dues deduction authorization. Notwithstanding any provision on the authorization form or otherwise, a rescission may be made at any time if made in writing and provided to the College's Financial Services department and OCCFA, and each shall notify the other, within two (2) weeks of its receipt of such a notice. The College shall cease making the deductions within thirty (30) days of its receipt of the notice from the faculty member.

**20.3 DATE OF DEDUCTIONS**

All sums deducted by the College shall be remitted to the Treasurer of OCCFA by the third (3rd) working day following the pay period in which the deductions were made, together with a list of names and the amount deducted for each faculty member for whom a deduction was made.

**20.4 OCCFA’S RESPONSIBILITY**

The College shall not be liable to OCCFA for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member. OCCFA shall indemnify and hold the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance within this article or in the reliance on any list, notice, certification, authorization or revocation furnished hereunder.

**ARTICLE XXI -- OVERLOADS**

**21.1 CONSENT OF FACULTY MEMBER**

No load in excess of that established in Article II shall be assigned without prior consent of the faculty member.

**21.2 ICH OVERLOAD RATE**

If full-time faculty members teach classes which, in whole or in part, exceed their base load ICH, the excess shall be overload. Overload shall be based on the ICH rate as shown in Appendix E.

**21.3 MAXIMUM ADDITIONAL COMPENSATION**

No faculty members shall be paid additional compensation (including but not limited to overload, extension, supplemental contract, department chairperson stipend, and coaching contracts) for the academic year in excess of the maximum overload amount of their ten-month salary in Appendix E, Base column.

	Fall Semester Percent Cap	Winter Semester Percent Cap	Summer Session Percent Cap	Annual Percent Cap
Base Load ICH				
15-15, 16-14, 14-16	17	17	32	60
12-12-6	20	20	26	60

Faculty members may teach no more than 40 credit hours of overload in any contract year.

**21.4 RATE FOR WORKING VACATION DAYS FOR COUNSELORS, LIBRARIANS, AND ASC FACULTY**

Should faculty members whose maximum load is defined as thirty-four (34) hours per week work in excess of that maximum or on a day defined as a normal vacation day for teaching faculty, they shall be compensated for that excess time at an hourly rate provided in Appendix E. Such excess hours must have the prior approval of the Academic Dean.

**21.5 REPORT OF OVERLOAD PAYMENT**

A written report of the computation of overload payments shall be provided to the faculty member.

**21.6 OVERLOAD PAYMENT PERIOD**

Whenever administratively feasible, overload payments shall commence no later than the second pay period of the semester or session and be paid biweekly over the remaining pay periods of the semester or session, but in no event shall overload payments commence later than the third pay period of the semester or session. In the event said payments will not commence until the third pay period, the College shall inform OCCFA at least one (1) month prior to the beginning of the

applicable semester or session. For the purpose of this article, the semester or session begins on the first day of instruction as defined in Appendix D.

## **ARTICLE XXII -- SALARIES**

### **22.1 COMPUTATION OF FACULTY SALARIES**

#### **A. Salary Placement**

Initial placement on the salary schedule shall be determined through the following procedure:

1. Consideration shall be given to relevant teaching, counseling, educational supervision or other recognized experience in the field of education. Credit may also be granted for experience outside the field of education if such experience is considered to be related to the position for which the person is employed. Recommendation shall be made by the department involved or the available department members. The departments may make recommendations relative to the number of years credit to be given for experience considered to be relevant.
2. New employees hired as full-time faculty will be placed at Steps 1 through 4 on the faculty salary schedule. Exceptions may be authorized by the Vice Chancellor for Human Resources, or designee, in cases where it might be necessary in order to recruit faculty or to add experience or balance to an academic department or discipline.
3. Oakland Community College Administrators granted Faculty status will be placed on the Faculty salary schedule at the faculty salary step closest to the amount equal to 10/12ths of the administrator's annual administrative salary.
4. Any faculty member appointed to an administrative position shall receive no less than 12/10ths of their faculty base pay. Any administrators returning to faculty positions shall be placed at the faculty salary step which they would have attained had they remained as faculty members during their administrative tenure.
5. Any faculty member who accepts an administrative position shall have the right to return to faculty provided a posted vacancy exists for which there are no internal full-time faculty candidates and a sixty (60) day written notice is provided to the Vice Chancellor for Human Resources.
6. The Vice Chancellor for Human Resources shall consider the recommendation of the departments prior to making a decision regarding placement on the salary schedule.

#### **B. Step Adjustments**

Each faculty member under contract to the College in the previous contract year shall move up one step for the following individual contract year. Those at Step 15 shall remain at Step 15.

For the 2021-2022 contract year, each faculty member under contract in the 2020-2021 contract year shall move up one (1) step on the salary schedule in Appendix E on the first day of the 2021-2022 academic year. Those at Step 15 shall remain at Step 15.

For the 2022-2023 contract year, each faculty member under contract in the 2021-2022 contract year shall move up one (1) step on the salary schedule in Appendix E on first day of the 2022-2023 academic year. Those at Step 15 shall remain at Step 15.

For the 2023-2024 contract year, each faculty member under contract in the 2022-2023 contract year shall move up one (1) step on the salary schedule in Appendix E on the first day of the 2023-2024 academic year. Those at Step 15 shall remain at Step 15.

For the 2024-2025 contract year, each faculty member under contract in the 2023-2024 contract year shall move up one (1) step on the salary schedule in Appendix E on the first day of the 2024-2025 academic year. Those at Step 15 shall remain at Step 15.

For the 2025-2026 contract year, each faculty member under contract in the 2024-2025 contract year shall move up one (1) step on the salary schedule in Appendix E on the first day of the 2025-2026 academic year. Those at Step 15 shall remain at Step 15.

## **22.2 SUMMER SESSION PAY**

### **A. Full-Time Teaching Faculty**

Full-time teaching faculty members employed to instruct overload during the Summer session shall be paid on a ICH basis. The ICH rate shall be determined by the faculty member's step in the salary schedule included in Appendix E.

### **B. Counselors, Librarians and ASC Faculty**

Faculty members employed as Counselors, Librarians, and ASC faculty during the Summer session on an overload basis will be paid on an hourly basis as specified in Appendix E.

### **C. Summer Sections**

A faculty member may teach a Summer session section with no fewer than twelve (12) students.

### **D. Summer Payment Period**

Summer session pay will be divided into payments distributed over the payroll schedule through the end of August.

## **22.3 SALARY SCHEDULE PART OF CONTRACT**

The College shall issue individual contracts only at steps included in the salary schedule. The salary schedule provided in Appendix E shall be considered as part of this contract.

## **22.4 LOAD REDUCTION**

Faculty members, with the approval of the department and the Administration, shall be able to reduce their full-time base load up to a maximum of twenty-five percent (25%). Their salary shall be reduced proportionately. Faculty members approved for this option shall not be allowed to teach overload. Determination of such reductions shall be made on a semester by semester basis or yearly basis.

## **ARTICLE XXIII -- RIGHTS OF THE BOARD OF TRUSTEES**

### **23.1 CONFERRED BY LAWS OF THE STATE OF MICHIGAN**

The Board of Trustees, on its own behalf and on behalf of the electors of the College District, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

### **23.2 LIMITED BY TERMS OF THE AGREEMENT**

The exercise of these rights, powers, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

## **ARTICLE XXIV -- MISCELLANEOUS PROVISIONS**

### **24.1 FACULTY STATUS FOR ADMINISTRATORS**

The Chancellor may grant faculty status to administrators who are being assigned to faculty status through the provisions of Article III and Appendix A. Administrators, other than College Officers, who have not taught a minimum of twelve (12) credit hours at Oakland Community College shall be employed on a probationary basis pursuant to Section 3.1.

### **24.2 PROFESSIONAL EXPERIENCE OF ADMINISTRATORS BEING ASSIGNED TO FACULTY**

Credit for professional experience may be granted to administrators for the purpose of placement at a step on the salary schedule but not for the purpose of determining faculty seniority.

### **24.3 ADMINISTRATORS ASSIGNED FACULTY STATUS**

An administrator assigned to faculty status shall be assigned to a campus department through the provisions in Section 3.1. When such assignment is necessary, no existing faculty shall be laid off or displaced.

### **24.4 APPENDICES THAT ARE PART OF THE AGREEMENT**

Appendices A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O attached hereto are considered to be part of this Agreement and shall have equal effect as though they appeared in the body of this Agreement.

### **24.5 COUNSELORS WORKING IN STUDENT SERVICES**

A. Faculty in Student Services shall be assigned as educational counselors. They shall possess, at minimum, a master's degree in educational counseling and otherwise satisfy the criteria in Appendix A. The work assignment for educational counselors will primarily be to provide direct services in educational and career counseling in accordance with the Code of Ethics as established by the American Counseling Association and applicable law.

Among those duties which are to be primarily, but not exclusively, performed by counselors (due to some minimal performance of such duties by other employees both within and outside of the bargaining unit) are:

1. Counseling and assisting students in setting and refining goals, provide information on programs or majors, assist students with choosing a college for transfer, or assist with clarifying their career options;
2. Counseling and assisting students in clarifying their interests, aptitudes, values, and skills;
3. Identifying students at risk (through referrals from deans, faculty, advisors or otherwise) and developing and implementing for those students strategies to enhance student success;
4. Managing and effectively communicating academic warning, academic intervention, academic suspension, and satisfactory academic progress policies;
5. Auditing student schedules (as may be developed by students and academic advisors, or otherwise) to determine candidacy for graduation as determined by College policy and providing related information to appropriate staff as needed;
6. Maintaining direct communication with students, including but not limited to monitoring academic progress, supporting students as they resolve issues that occur in the classroom, informing students of available resources, and working with students who are experiencing difficulties either academically or in other areas to develop and implement student success plans;
7. Researching careers, including labor trends, salary and compensation;
8. Researching information on colleges, universities and vocational schools;
9. Identifying personal issues or concerns of students and refer students to external providers of appropriate professional services;
10. Managing the collection of current counseling, articulation and transfer information;
11. Serving as a liaison to College divisions and departments;
12. Assisting academic divisions to develop articulation and transfer agreements;
13. Collaborating with colleagues and departments across the institution on retention and completion initiatives; and
14. Teaching courses offered through the counseling department.

#### **24.6 INTELLECTUAL PROPERTY RIGHTS**

Any invention, discovery or writing resulting from work by a member of the faculty of the College, conducted wholly independent of college resources, shall be the property of such member of the faculty without claim of the College to any rights thereunder or to any proceeds therefrom and shall be governed by Board Policy 3.75, Division III, as of September 1, 1999.

Any invention, discovery or writing resulting from work conducted by a member of the faculty of the College in the normal field of employment by the College, or with the use of any of the facilities and/or property of the College shall be the property of the College.

Any money royalties received by the College (“gross proceeds”) from the licensing, sale or grant of other rights under any invention, discovery or writing or any patents or copyrights obtained thereon resulting from work by a faculty member in the normal field of employment by the College, or with the use of any facilities and/or property of the College, shall be divided as follows:

- A. All direct costs associated with the procurement, publication and activities for developing agreements or contracts with outside agencies pertaining to the particular invention, discovery or writing shall be deducted from the gross proceeds first. The term “net proceeds” shall mean gross proceeds less the cost of obtaining and protecting the right to such invention, discovery or writing (or any patents or copyrights obtained thereon).
- B. The net proceeds as defined above shall be distributed as follows:
  - 1. The first \$10,000 shall be given to the faculty member,
  - 2. Any amounts above \$10,000 shall be distributed fifty percent (50%) to the faculty member and fifty percent (50%) to the College.

The parties agree to use good faith and best efforts to negotiate a substitute agreement on the subject of this section as soon as practicable. Should an agreement be reached, this section shall be replaced by a letter of agreement.

## **ARTICLE XXV -- SEPARABILITY AND SAVINGS CLAUSES**

### **25.1 INVALIDITY OF PART OF THE AGREEMENT**

If any provision(s) of this Agreement or any schedule attached should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or schedule should be restrained by such tribunal pending and in the final determination as to its validity, the remainder of this Agreement and of any schedules thereto, or the application of such provisions or schedules to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

### **25.2 REPLACEMENT OF INVALID PART OF AGREEMENT**

In the event that any provision or schedule is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of OCCFA and/or the College, for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

## **ARTICLE XXVI -- WAIVER**

### **26.1 WAIVER TO FURTHER BARGAIN THESE AND OTHER ITEMS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and OCCFA, for the life of this Agreement, each

voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically covered or referred to in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**26.2 COMPLETENESS OF THIS AGREEMENT**

This Agreement is presumed to be the complete agreement between the parties. The parties will be guided exclusively by the contents of this Agreement in their dealings with each other. Any past practices, prior dealings, or understandings which predate the ratification of this Agreement and which are not mutually and jointly agreed to by both parties following the ratification of this Agreement are hereby terminated and rendered inoperative. Neither party to this Agreement may unilaterally impose upon the other any article, section, clause, term, understanding, practice, or requirement that contradicts any provision of this Agreement.

**ARTICLE XXVII -- TERM OF AGREEMENT**

**27.1 DATES INVOLVED IN AGREEMENT**

This Agreement shall become of full force and effect on September 1, 2021 or ratification by both parties, and shall continue without amendment or modification through August 31, 2026.

**27.2 NEGOTIATIONS FOR FOLLOWING YEAR**

At any time subsequent to March 1, in the ending year of this agreement, either party hereto may give written notice if it desires to negotiate a new Agreement for the following years, and meetings shall commence no later than thirty (30) days following delivery of such written notice provided, however, that nothing in this paragraph shall be construed to require the College to commit an unfair labor practice or otherwise violate the law by an improper recognition of or support or assistance to OCCFA.

**ON BEHALF OF:**

**OAKLAND COMMUNITY COLLEGE**

**OAKLAND COMMUNITY COLLEGE  
FACULTY ASSOCIATION**

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Peter M. Provenzano, Jr.  
Chancellor

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Georgina Mandas  
President

---

Robert Boonin  
Chief Bargainer

---

Mary O. Ston  
Chief Bargainer

---

Andre' L. Poplar  
Vice Chancellor for Human Resources and  
Diversity, Equity, Inclusion, and Justice

---

Michael Khirallah  
Bargainer

---

Jennifer Berne  
Provost

---

Dennis Quist  
Bargainer

---

Lori Przymusinski  
Vice Chancellor for Student Services

---

Donna J. Tuchowski  
Director of Human Resources

## APPENDIX A

### MINIMUM QUALIFICATION STANDARDS

- A. For the purpose of defining minimum qualifications and to ensure compliance with the Higher Learning Commission, disciplines are sorted into two (2) categories. These are as shown in the category listings which follow in this appendix.

As new disciplines emerge which are not already categorized, the bargaining teams shall meet to categorize them.

- B. In all cases where accreditation, regulatory, and/or vocational certification standards exist, an individual, in order to be qualified, must satisfy these standards in order to be hired and maintain that satisfaction of the standard(s) in order to continue in employment.
- C. The primary standard for employment as a full-time faculty member in a Category One discipline shall be a master's degree, or higher degree, or equivalent, in the discipline.

For purposes of this primary standard, the concept of equivalency is provided solely to accommodate differences in degree nomenclature. No degree shall be determined to be equivalent unless it includes at least eighteen (18) graduate semester credit hours in the discipline from an accredited institution granting the master's degree or higher in that discipline.

1. An alternative to the primary standard for Category One discipline shall be available to incumbent full-time faculty seeking only to teach overload in a different Category One discipline.

Incumbent full-time faculty members may apply to teach overload in a discipline other than their currently assigned discipline if they possess a master's degree in any discipline and also possess eighteen (18) graduate semester credit hours in the discipline in which they desire to teach overload. These eighteen (18) graduate semester hours must be from an accredited institution granting a master's degree in that discipline.

2. An alternative to the primary standard for Category One disciplines may be available, if posted in accordance with Article XIX of this Agreement.

An individual may be judged qualified to teach a subset of courses within a discipline if that person possesses a master's degree in the subject matter of the subset of courses and would be qualified under the primary standard but for the sole fact of Oakland Community College's discipline label, e.g. reading courses within the English discipline.

3. Incumbent full-time faculty members may teach individual courses in a Category One discipline different from their currently assigned discipline if they satisfy the primary standard or either of the alternative standards.
4. For purposes of minimum qualifications, Developmental English and Developmental Math shall be considered subsets of the English and Math disciplines, respectively.
- D. The primary standard for employment as full-time faculty members in a Category Two discipline shall be a master's degree, or higher degree, or equivalent, in the discipline and two years of recent work experience in the academic area.

For purposes of this primary standard, the concept of equivalency is provided solely to accommodate differences in degree nomenclature. No degree shall be determined to be equivalent unless it includes eighteen (18) graduate semester credit hours in the discipline from an accredited institution granting a master's degree in that discipline.

In addition, degrees in the following majors will also be accepted for the following disciplines:

<b><u>Discipline</u></b>	<b><u>Acceptable Alternative Majors</u></b>
CIS	Computer Science, Computer Information Systems, Management Information Systems, Business with at least 18 credit hours in computer related courses, Engineering with at least 18 credit hours in computer related courses.
COM	Communications, Speech or a related field
CRJ	Criminology/Public Administration or Police Science
CUL	Business, Hospitality, Food Management, Hotel Management or Nutrition
DHY	As accepted by accrediting agency
EMS	As accepted by accrediting agency
GRD	Graphic Design, Advertising Design, Design, Commercial Art, Fine Arts
HCA	Business, Health Care Administration or Health Care
HEA	Science or Nutrition
IND	Industrial Education, Vocational Education, Engineering or Technology
MDA	As accepted by accrediting agency
MUS	Music Education or Music
PHO	Art with a major in Photography
RAD	As accepted by accrediting agency
RSP	As accepted by accrediting agency
SLI	Any master's degree with appropriate certification
THE	Theatre or Fine Arts

1. As an alternative to the primary standard for Category Two disciplines, faculty members may qualify for initial appointment or transfer into a discipline from their current discipline to a different Category Two discipline by substituting:
  - a. a bachelor's degree in the discipline and five years of recent work experience in the area; or
  - b. an associate's degree in the discipline or related field and eight years of recent work experience in the area.
  
2. As an alternative to the primary standard for Category Two disciplines, incumbent faculty members may qualify to transfer into a different area if they possess a master's degree in one (1) of the following majors and the required two years' experience, or a bachelor's degree in one (1) of the following majors and the required five years' experience:
  - Engineering;
  - Engineering Technology;
  - Vocational Education;
  - Industrial Education;
  - Industrial Arts;

and, eighteen (18) semester credit hours in the area from a baccalaureate or graduate degree granting institution if regionally available.

For purposes of this alternative standard only, "Area" shall mean:

Automotive-related to include: AUT

Drafting, to include: ARC, CAD, TED

Electronics, to include: ETT

Manufacturing 1, to include: APP, ATF, MTT, WEL

Manufacturing 2, to include: ATF, WEL, MCT, ROB

HVA standing alone

APT, standing alone

Math, to include: APM

- Incumbent full-time faculty members may teach courses in a Category Two discipline different from their currently assigned discipline if they satisfy the primary standard or either of the alternative standards.

#### E. Discipline Category Listings

<u>Discipline</u>	<u>Category One</u>	<u>Category Two</u>	<u>Notes</u>
ACC Accounting	X		1
ANT Anthropology	X		
APM Apprentice Mathematics		X	
APP Apprentice Applied Technology		X	
APT Apprentice Tinsmith		X	
ARB Arabic	X		8
ARC Architecture		X	
ART Art	X	X	2
ASC Academic Support Center	X		19
ATF Fluid Power Technology		X	
AUT Automotive Technology		X	
BIO Biology	X		
BUS Business	X		3
CAD Computer Aided Design and Drafting		X	
CAR Collision Auto Repair		X	
CHE Chemistry	X		
CHI Chinese	X		8
CIS Computer Information Systems		X	
CMN Construction Management		X	
CNS Counseling	X		13
COM Communications		X	
CRJ Criminal Justice		X	17
CUL Culinary Arts		X	
DDT Drafting and Design Technology		X	
DHY Dental Hygiene		X	4
DMS Diagnostic Medical Sonography		X	4

<b><u>Discipline</u></b>	<b><u>Category One</u></b>	<b><u>Category Two</u></b>	<b><u>Notes</u></b>
ECE	Early Childhood Education	X	
ECO	Economics	X	
EDU	Education	X	
EEC	Electrical/Electronics Technology	X	
EGR	Pre-Engineering	X	5
EMS	Emergency Medical Services	X	4
ENG	English	X	
ESL	English as a Second Language	X	15
ETT	Electrical Trades Technology	X	
FFT	Fire Fighter Technology	X	
FRE	French	X	
FSH	Foundational Studies-Humanities	X	6
FSN	Found. Studies-Natural & Life Sciences	X	6
GEO	Geography	X	
GER	German	X	
GLS	Global Studies		20
GRD	Graphic Design	X	
GSC	General Science	X	7
HCA	Health Care Administration	X	
HEA	Health	X	4
HER	Heavy Equipment Repair	X	14
HIS	History	X	16
HUM	Humanities	X	9
HVA	Heating, Ventilation & Air Conditioning	X	
IND	Technical Internships		
INT	Interior Design	X	
ITA	Italian	X	8
JPN	Japanese	X	8
LIB	Library Technical Services	X	
MAT	Mathematics	X	12
MCT	Mechatronics	X	
MDA	Medical Assisting	X	21
MHA	Mental Health/Social Work	X	
MKT	Marketing	X	
MSE	Material Science	X	
MTT	Machine Tool Technology	X	
MUS	Music	X	X
NUR	Nursing	X	2
PER	Physical Education and Recreation	X	X
PHI	Philosophy	X	
PHO	Photographic Technology		X
PHY	Physics	X	
PLG	Paralegal		X
POL	Political Science	X	
PSC	Physical Science	X	10
PSY	Psychology	X	
RAD	Radiologic Technology		X
ROB	Robotics/Automated Systems Technology		X

<u>Discipline</u>		<u>Category One</u>	<u>Category Two</u>	<u>Notes</u>
RSP	Respiratory Therapy		X	4
SLI	Sign Language Interpreter		X	11
SOC	Sociology	X		
SPA	Spanish	X		
SRV	Service Learning	X	X	
SUR	Surgical Technology		X	
TED	Apprentice Engineering/Drafting		X	
THE	Theatre		X	
TSC	Technological Sciences		X	
WEL	Welding Technology		X	

## NOTES

### 1. Accounting:

Minimum qualification is a master's degree in Accounting, or equivalent.

A Bachelor's degree in Accounting and a CPA will be considered equivalent to a master's degree in Accounting.

### 2. Art, Music, Physical Education & Recreation:

Minimum qualification to teach appreciation/theory courses is the Category One standard.

Minimum qualification to teach performance/production/activity courses is the Category Two standard.

### 3. Business:

For Business Law 2030 and 2040, the minimum qualification shall be a Juris Doctorate.

### 4. Health Careers:

Minimum qualification is the Category Two standard and all certification and accreditation standards.

### 5. Pre-Engineering:

Minimum qualification is a master's degree in Engineering, or equivalent.

A bachelor's degree in Engineering and a PE will be considered equivalent to a master's degree in Engineering.

### 6. Foundational Studies:

For FSH courses, minimum qualification shall be the Category One standard in any Humanities discipline.

For FSN courses, minimum qualification shall be the Category One standard in any Natural or Life Science discipline.

7. General Science:

For Geology courses within the GSC designation, the minimum qualification shall be a master's degree, or equivalent, in Geology.

8. Arabic, Italian, Chinese, Japanese:

At the recommendation of the discipline (or in the absence of a full-time faculty member, the department) the Administration may consider qualifications less than those in Category One.

9. Humanities:

For HUM 1510, the minimum qualification shall be the Category One standard in Humanities or any of the visual or literary or performing arts.

For HUM 1520, the minimum qualification shall be the Category One standard in Humanities or any of the visual or literary or performing arts.

For HUM 1710 and 2720, the minimum qualification shall be the Category One standard in Religion.

For HUM 1900, 2100-9, and 2900, the minimum qualification is a Master of Arts in Film, or a Master of Fine Arts in Film, or a master's degree in Communications with a concentration in Film, or a master's degree in Humanities with a concentration in Film, or the equivalent or higher degree.

For HUM 1800-1850: the minimum qualifications shall be the Category One standard in humanities or in the humanities discipline(s) central to the topic.

10. Physical Science:

Minimum qualification shall be a master's degree, or equivalent, in Chemistry or Physics.

11. Sign Language Interpreter:

Minimum qualification shall be the Category Two standard and certification and accreditation standards, or a bachelor's degree and 10 years recent work experience in the area and certificate and accreditation standards.

12. Mathematics:

Acceptable alternative is a master's degree in Mathematics Education with at least 18 graduate credits in Mathematics.

13. Counseling:

Also requires a current LPC (Licensed Professional Counselor) or a current LLPC (Limited Licensed Professional Counselor) in the State of Michigan within two (2) years of date of hire. This requirement does not apply to faculty members employed by OCC as Counselors prior to September 1, 2006.

14. Heavy Equipment Repair

Minimum qualification is a bachelor's degree in Heavy Equipment Service Engineering, Heavy Equipment Maintenance, Heavy Equipment Mechanic, or an industry-related field and a minimum of two (2) years of relevant industry experience or an associate's degree in Heavy Equipment Service Engineering, Heavy Equipment Maintenance, Heavy Equipment Mechanic, or an industry-related field and a minimum of three (3) years of relevant experience.

15. English as a Second Language:

MATESOL or a master's degree in Linguistics with 18 credit hours in ESOL.

16. History:

Acceptable alternatives degrees are a master's degree in American Studies or a master's degree in World Studies

17. Criminal Justice

For CRJ 1010, the minimum qualification shall be the Category Two standard in Criminal Justice or Homeland Security.

For CRJ 1400-1412, the minimum qualification will be the Category Two standard in Fire, Criminal Justice, EMS, Public Administration, or Homeland Security.

For all other CRJ courses, the minimum qualification shall be the Category Two standard in Criminal Justice.

18. Paralegal:

Minimum qualifications are a JD degree or equivalent and two (2) years recent experience in the academic area, or a bachelor's degree plus graduation as a paralegal from an ABA accredited paralegal program and five (5) years recent work experience as a paralegal, or an associate's degree from an ABA accredited paralegal program and eight (8) years recent work experience as a paralegal.

19. Academic Support Center:

Acceptable alternative to the M.Ed. or MAT:

- Master's degree (MA) or higher in any of the following disciplines: Adult Education, Adult Literacy, Adult Developmental Education
- Master of Teaching (MAT) in Curriculum and Instruction

- Master of Education (M.Ed.) in Math, Science, Social Science/History, Reading or Writing, Literacy, Teaching and Learning, Educational Psychology, or Interdisciplinary Studies.

This requirement does not apply to faculty members who worked in the IIC or ASC prior to May 11, 2007.

#### 20. Global Studies:

Minimum qualifications shall be those of the discipline(s) being taught in these special topics courses. For example, if the course combines global topics in History and Biology, then the faculty member teaching the History portion shall have the minimum qualifications to teach history and the faculty member teaching the Biology portion shall have the minimum qualifications in biology.

#### 21. Medical Assisting;

Minimum qualifications for Medical Assisting are a bachelor's degree in a related field such as Nursing, Allied Health, Health Information Technology, Business and five years recent work experience or an Associate's degree in Medical Assisting or related field and 8 years recent work experience. Recent work experience includes some combination of clinical, administrative and/or teaching experience. Additional minimum qualifications include AAMA credentialing as a Certified Medical Assistant.

### F. Inter-Disciplinary Coursework Qualifications

When there is a need to assess "inter-disciplinary" coursework and how such coursework may qualify within the required eighteen (18) graduate semester hours for a particular discipline, the following joint academic discipline-administrative review process has been established.

- Any faculty member who wishes to teach within another discipline may apply to have such "inter-disciplinary" coursework reviewed for the purpose of determining whether that coursework qualifies as graduate credit hours within that discipline. Such application must be made in writing, with appropriate documentation to the Human Resources Department, with a copy to OCCFA, prior to any request to teach in the discipline.
- A committee to evaluate such "inter-disciplinary" courses will be composed of a member of the discipline chosen by and from each campus department through which courses in the discipline are taught and a representative from the Human Resources Department. The committee may seek the assistance of such subject matter experts as they may mutually agree is necessary.
- In order for such coursework to be approved, both the discipline and Human Resources representatives must agree. Approval by the discipline representatives shall be by majority vote of those representatives.
- Actions of the committee in approving, disapproving, or failing to reach agreement (disapproval) shall not be subject to the Article XV, Grievance Procedure, except by a faculty member whose request is not approved. In such case, the faculty member shall proceed directly to Step 3 of the grievance procedure by having the OCCFA Campus Chairperson file a request for grievance with the OCCFA Grievance Committee. Failure to use this procedure shall serve as a bar to the grievance procedure.

## APPENDIX B

### DEPARTMENT & DEPARTMENT CHAIR RESPONSIBILITIES

A. Department duties under the leadership of the department chair are as follows:

1. Promote, organize, coordinate, and evaluate the courses and curricula of the department including all the disciplines represented within the department; assist in course and curriculum development; assist in development of course competencies and outcomes assessment.
2. Assist the Academic Dean in the recruitment and selection of personnel for full-time instructional positions within the department.
3. Interview prospects and make recommendations, through the department chair, to the Academic Dean regarding adjunct instructors; supply adjunct instructors with course materials, sample syllabi, objectives, and textbooks needed for their classes.
4. Recommend to the Academic Dean, through the department chair, a schedule of classes and instructor assignments.
5. In collaboration with the Classified Supervisor and/or Academic Dean, direct and evaluate non-instructional personnel and adjunct instructors; and recommend staff development for non-instructional personnel and adjunct instructors.
6. Develop and submit, through the department chair, an annual budget request for operation of the department.
7. Advise and assist the Academic Dean regarding the in-service training needs of the department.
8. Consult with and advise the Library regarding desired books, periodicals, electronic media and audio-visual supplies.
9. Assist in the preparation of materials for College application for external funding (e.g. Perkins).
10. Cooperate with the Manager of Environmental Health and Safety for insuring that chemicals are safely used and properly disposed of following use in laboratories.
11. Participate in College discipline coordination.
12. Support student recruitment programs.
13. Perform other duties as may be mutually agreed upon with the Academic Dean.

B. Department chairs are responsible for accomplishing the following:

1. Coordinate the responsibilities of the department listed above.
2. Attendance at campus department chair meetings and two annual College-wide department chair retreats.
3. Coordinate the review and preparation of catalog and class schedule materials for the department.

4. Forward the department recommendations to the Academic Dean regarding adjunct instructors on behalf of the department.
5. Maintain current files of course materials for the department.
6. Coordinate the selection of textbooks with full-time faculty; process necessary paperwork with the Bookstore Manager.
7. Process expenditures within the approved department budget.
8. Submit an annual budget request for operation of the department to the Academic Dean on behalf of the department.
9. Plan for and requisition equipment, supplies and materials for instructional purposes within the department.
10. Assist the administration in their duties to control, maintain and inventory the equipment of the department.
11. Schedule and conduct regular meetings of the department's instructional personnel.
12. Provide an annual summary of departmental accomplishments, concerns and recommendations including total Full-Time Equivalent Faculty per semester, as well as achievements related to the College Academic Master Plan; submit other reports as mutually agreed upon with the Academic Dean and OCCFA.
13. Coordinate the participation of the department and its members in the shared governance of the college.
14. Perform other responsibilities as may be mutually agreed upon with the Academic Dean and the department.

## APPENDIX C

### STATEMENT ON ETHICS FROM THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

**OAKLAND COMMUNITY COLLEGE  
APPENDIX D-1  
ACADEMIC CALENDAR  
2021-2022**

FALL 2021

Registration	August 25, 26, 27
College Instruction Begins	August 30
Drop/Add	August 30, 31, September 1, 2, 3, 4
Labor Day Recess	September 6
Staff Development Day	September 10
Discipline Day	October 8
Thanksgiving Recess	November 22, 23, 24, 25, 26, 27
College Instruction Ends	December 20

WINTER 2022

Registration	January 5, 6, 7
College Instruction Begins	January 10
Drop/Add	January 10, 11, 12, 13, 14, 15
Martin Luther King, Jr. Day Recess	January 17
Discipline Day	February 11
Mid-Winter Recess	February 28, March 1, 2, 3, 4, 5
College Instruction Ends	May 2

SUMMER 2022

Registration	May 4, 5, 6
College Instruction Begins	May 9
Drop/Add	May 9, 10, 11, 12, 13, 14
Memorial Day Recess	May 30
Independence Day Recess	July 4
College Instruction Ends	August 24

Note: Staff Development Day is reserved for professional development and administrative announcements and presentations. The agenda, time and length of Staff Development Day are determined by the administration. Discipline Day is reserved for discipline-only meetings. The agenda, time and length of Discipline Day are determined by OCCFA.

**OAKLAND COMMUNITY COLLEGE**  
**APPENDIX D-2**  
**ACADEMIC CALENDAR**  
**2022-2023**

FALL 2022

Registration	August 24, 25, 26
College Instruction Begins	August 29
Drop/Add	August 29, 30, 31, September 1, 2, 3
Labor Day Recess	September 5
Staff Development Day	September 9
Discipline Day	October 7
Thanksgiving Recess	November 21, 22, 23, 24, 25, 26
College Instruction Ends	December 19

WINTER 2023

Registration	January 4, 5, 6
College Instruction Begins	January 9
Drop/Add	January 9, 10, 11, 12, 13, 14
Martin Luther King, Jr. Day Recess	January 16
Discipline Day	February 10
Mid-Winter Recess	February 27, 28, March 1, 2, 3, 4
College Instruction Ends	May 1

SUMMER 2023

Registration	May 3, 4, 5
College Instruction Begins	May 8
Drop/Add	May 8, 9, 10, 11, 12, 13
Memorial Day Recess	May 29
Independence Day Recess	July 4
College Instruction Ends	August 22

NOTE: Staff Development Day is reserved for professional development and administrative announcements and presentations. The agenda, time and length of Staff Development Day are determined by the administration. Discipline Day is reserved for discipline-only meetings. The agenda, time and length of Discipline Day are determined by OCCFA.

**OAKLAND COMMUNITY COLLEGE  
APPENDIX D-3  
ACADEMIC CALENDAR  
2023-2024**

FALL 2023

Registration	August 23, 24, 25
College Instruction Begins	August 28
Drop/Add	August 28, 29, 30, 31, September 1, 2
Labor Day Recess	September 4
Staff Development Day	September 8
Discipline Day	October 6
Thanksgiving Recess	November 20, 21, 22, 23, 24, 25
College Instruction Ends	December 18

WINTER 2024

Registration	January 3, 4, 5
College Instruction Begins	January 8
Drop/Add	January 8, 9, 10, 11, 12, 13
Martin Luther King, Jr. Day Recess	January 15
Discipline Day	February 9
Mid-Winter Recess	February 26, 27, 28, 29, March 1, 2
College Instruction Ends	April 29

SUMMER 2024

Registration	May 1, 2, 3
College Instruction Begins	May 6
Drop/Add	May 6, 7, 8, 9, 10, 11
Memorial Day Recess	May 27
Independence Day Recess	July 4
College Instruction Ends	August 21

NOTE: Staff Development Day is reserved for professional development and administrative announcements and presentations. The agenda, time and length of Staff Development Day are determined by the administration. Discipline Day is reserved for discipline-only meetings. The agenda, time and length of Discipline Day are determined by OCCFA.

**OAKLAND COMMUNITY COLLEGE**  
**APPENDIX D-4**  
**ACADEMIC CALENDAR**  
**2024-2025**

FALL 2024

Registration	August 21, 22, 23
College Instruction Begins	August 26
Drop/Add	August 26, 27, 28, 29, 30, 31
Labor Day Recess	September 2
Staff Development Day	September 6
Discipline Day	October 4
Thanksgiving Recess	November 25, 26, 27, 28, 29, 30
College Instruction Ends	December 16

WINTER 2025

Registration	January 2, 3
College Instruction Begins	January 6
Drop/Add	January 6, 7, 8, 9, 10, 11
Martin Luther King, Jr. Day Recess	January 20
Discipline Day	February 14
Mid-Winter Recess	February 24, 25, 26, 27, 28, March 1
College Instruction Ends	April 28

SUMMER 2025

Registration	April 30, May 1, 2
College Instruction Begins	May 5
Drop/Add	May 5, 6, 7, 8, 9, 10
Memorial Day Recess	May 26
Independence Day Recess	July 4
College Instruction Ends	August 19

NOTE: Staff Development Day is reserved for professional development and administrative announcements and presentations. The agenda, time and length of Staff Development Day are determined by the administration. Discipline Day is reserved for discipline-only meetings. The agenda, time and length of Discipline Day are determined by OCCFA.

**OAKLAND COMMUNITY COLLEGE  
APPENDIX D-5  
ACADEMIC CALENDAR  
2025-2026**

FALL 2025

Registration	August 20, 21, 22
College Instruction Begins	August 25
Drop/Add	August 25, 26, 27, 28, 29, 30
Labor Day Recess	September 1
Staff Development Day	September 12
Discipline Day	October 3
Thanksgiving Recess	November 24, 25, 26, 27, 28, 29
College Instruction Ends	December 15

WINTER 2026

Registration	January 7, 8, 9
College Instruction Begins	January 12
Drop/Add	January 12, 13, 14, 15, 16, 17
Martin Luther King, Jr. Day Recess	January 19
Discipline Day	February 13
Mid-Winter Recess	March 2, 3, 4, 5, 6, 7
College Instruction Ends	May 4

SUMMER 2026

Registration	May 6, 7, 8
College Instruction Begins	May 11
Drop/Add	May 11, 12, 13, 14, 15, 16
Memorial Day Recess	May 25
Independence Day Recess	July 3
College Instruction Ends	August 24

NOTE: Staff Development Day is reserved for professional development and administrative announcements and presentations. The agenda, time and length of Staff Development Day are determined by the administration. Discipline Day is reserved for discipline-only meetings. The agenda, time and length of Discipline Day are determined by OCCFA.

**APPENDIX E-1**  
**SALARY SCHEDULE**

**2021-2022**

<b>STEP</b>	<b>BASE Salary</b>	<b>ICH Overload</b>	<b>Non-Teaching Hourly Overload</b>
1	\$57,685	\$1,203.75	\$32.11
2	60,059	1,203.75	33.86
3	63,513	1,270.62	35.70
4	65,461	1,270.62	37.49
5	68,237	1,338.28	39.21
6	71,355	1,338.28	41.02
7	74,549	1,403.91	42.82
8	77,777	1,403.91	44.58
9	81,043	1,469.93	46.37
10	84,525	1,469.93	48.15
11	88,116	1,469.93	49.92
12	91,657	1,469.93	51.74
13	95,092	1,469.93	53.50
14	98,523	1,469.93	53.50
15	108,303	1,469.93	53.50

For the 2021-22 contract year, each faculty member at step 15 in the 2020-21 contract year shall be paid \$2,000.00 off schedule. This payment shall not be included in the calculation of salary caps under Section 21.3 of this contract.

**APPENDIX E-2**  
**SALARY SCHEDULE**

**2022-2023**

<b>STEP</b>	<b>BASE Salary</b>	<b>ICH Overload</b>	<b>Non-Teaching Hourly Overload</b>
1	\$58,839	\$1,227.83	\$32.75
2	61,260	1,227.83	34.54
3	64,784	1,296.04	36.41
4	66,770	1,296.04	38.23
5	69,602	1,365.05	39.99
6	72,782	1,365.05	41.84
7	76,040	1,431.99	43.68
8	79,333	1,431.99	45.48
9	82,664	1,499.33	47.30
10	86,216	1,499.33	49.12
11	89,878	1,499.33	50.92
12	93,490	1,499.33	52.78
13	96,993	1,499.33	54.57
14	100,493	1,499.33	54.57
15	108,303	1,499.33	54.57

For the 2022-23 contract year, each faculty member at step 15 in the 2021-22 contract year shall be paid \$2,000.00 off schedule. This payment shall not be included in the calculation of salary caps under Section 21.3 of this contract.

**APPENDIX E-3**  
**SALARY SCHEDULE**

**2023-2024**

<b>STEP</b>	<b>BASE Salary</b>	<b>ICH Overload</b>	<b>Non-Teaching Hourly Overload</b>
1	\$60,016	\$1,252.38	\$33.41
2	62,485	1,252.38	35.23
3	66,079	1,321.96	37.14
4	68,105	1,321.96	39.00
5	70,994	1,392.35	40.79
6	74,238	1,392.35	42.68
7	77,561	1,460.63	44.55
8	80,919	1,460.63	46.39
9	84,317	1,529.32	48.24
10	87,940	1,529.32	50.10
11	91,676	1,529.32	51.94
12	95,360	1,529.32	53.84
13	98,933	1,529.32	55.66
14	102,503	1,529.32	55.66
15	108,303	1,529.32	55.66

For the 2023-24 contract year, each faculty member at step 15 in the 2022-23 contract year shall be paid \$2,000.00 off schedule. This payment shall not be included in the calculation of salary caps under Section 21.3 of this contract.

**APPENDIX E-4**  
**SALARY SCHEDULE**

**2024-2025**

<b>STEP</b>	<b>BASE Salary</b>	<b>ICH Overload</b>	<b>Non-Teaching Hourly Overload</b>
1	\$61,216	\$1,277.43	\$34.07
2	63,735	1,277.43	35.94
3	67,401	1,348.40	37.89
4	69,467	1,348.40	39.78
5	72,414	1,420.19	41.61
6	75,723	1,420.19	43.54
7	79,112	1,489.84	45.44
8	82,538	1,489.84	47.31
9	86,004	1,559.90	49.21
10	89,699	1,559.90	51.10
11	93,509	1,559.90	52.97
12	97,267	1,559.90	54.91
13	100,912	1,559.90	56.77
14	104,553	1,559.90	56.77
15	110,469	1,559.90	56.77

**APPENDIX E-5**  
**SALARY SCHEDULE**

**2025-2026**

<b>STEP</b>	<b>BASE Salary</b>	<b>ICH Overload</b>	<b>Non-Teaching Hourly Overload</b>
1	\$62,440	\$1,302.98	\$34.76
2	65,009	1,302.98	36.66
3	68,749	1,375.36	38.64
4	70,857	1,375.36	40.57
5	73,862	1,448.60	42.44
6	77,237	1,448.60	44.41
7	80,694	1,519.63	46.35
8	84,188	1,519.63	48.26
9	87,724	1,591.10	50.19
10	91,493	1,591.10	52.12
11	95,379	1,591.10	54.03
12	99,213	1,591.10	56.01
13	102,930	1,591.10	57.91
14	106,644	1,591.10	57.91
15	112,678	1,591.10	57.91

## **APPENDIX F**

### **OCCFA/BOARD RELATIONS**

1. The College shall furnish to OCCFA a copy of the agenda of each monthly public Board of Trustees meeting, together with minutes of the previous monthly public Board of Trustees meeting and any attachments thereto which would normally be distributed to the general public.
2. The College shall furnish office space to OCCFA.

**APPENDIX G**

**BENEFITS**

**1. MEDICAL INSURANCE**

Medical insurance is effective the first day of the month following date of hire for faculty members and their eligible dependents.

**Options:**

For each eligible employee who elects to receive medical coverage from the College, the College will pay for the actual premium cost and/or illustrated rate cost for such medical coverage up to the hard cap threshold as determined by the State of Michigan (Publicly Funded Health Insurance Contribution Act, MCL 15.561-15.569) on an annual basis.

By law, these amounts are subject to annual adjustment by the State for each calendar year (January 1st – December 31<sup>st</sup>). The annual hard cap amounts as established by the State will be accounted for by the College during the health insurance open enrollment period provided for employees. Notwithstanding this provision, the College’s Board of Trustees retains its right to elect any option (i.e. 80%/20%) provided under Michigan law relative to employer medical insurance coverage contributions on an annual basis.

The medical coverage plan options provided for the College’s exempt management employees will be provided to employees as plan options for elected coverage. These medical plan options will include at least one (1) PPO plan option (ex. one (1) of the MESSA Choices options) and at least one (1) high-deductible (HSA accompanied) plan option (ex. one (1) of the MESSA ABC Plan options). Summary Plan Descriptions for each medical coverage plan offered by the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire. During the term of this agreement and at the request of either party, the College agrees to meet and confer with representatives for OCCFA with regards to optional medical insurance plan design options (ex. deductible amounts, office co-pay amounts, coinsurance amounts, and/or prescription drug co-pay amounts) that may reduce the amount of employee insurance premium contributions.

**Opt Out** - \$2,000 cash payment annually

Written proof of insurance coverage elsewhere is required for Opt Out.

A faculty member or spouse cannot be enrolled in any OCC benefit both as the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one (1) parent.

**2. DENTAL AND VISION CARE**

a. Dental care insurance is effective the first day of the month following date of hire for faculty members and their eligible dependents and will be provided to faculty members and their eligible dependents at no less than the following benefit levels:

<b>Annual</b>		<b>Ortho Life</b>		<b>Annual Cost To Employee</b>
<b><u>Benefit</u></b>	<b><u>Co-Pay</u></b>	<b><u>Benefit</u></b>	<b><u>Co-Pay</u></b>	
\$1,100	90/10%	\$3,000	60/40%	0

- b. Vision care insurance is effective the first day of the month following date of hire for faculty members and their eligible dependents and will be provided to faculty members and their eligible dependents at no less than the following benefit levels.

<u>Exam(s)</u>	<u>Len(s) – S/B/T</u>	<u>Frames</u>	<u>Contacts</u>	<u>Annual Cost To Employee</u>
\$45 MD	\$42/\$70/\$84	\$55	\$125	\$0
\$35 OD				

### 3. LIFE INSURANCE

#### Term Life

Term life insurance is effective the first day of the month following date of hire. The benefit will be paid to the faculty member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>
\$120,000	0

#### Additional Optional Term Life

Optional term life insurance is available in an amount up to \$500,000 at the faculty member's expense through payroll deduction at rates established for the faculty member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced beginning at age 65, for College provided, and at age 70 optional life insurance, according to the following table:

<u>Age</u>	<u>PERCENTAGE OF AGE 64 BENEFIT</u>	
	<u>College Provided</u>	<u>Optional</u>
65-69	65%	100%
70-74	45%	65%
75-79	30%	45%
80-84	20%	30%
85-89	15%	20%
90 and older	10%	15%

### 4. SHORT-TERM DISABILITY

Short-term disability benefits are effective the first day of the month following date of hire. After a twenty-one (21) calendar day waiting period, the faculty member shall receive a weekly benefit payment.

<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>
70%	0

- a. Short-term disability pay will be calculated on a weekly basis as follows:
- i. Annual base salary divided by 43.3 weeks will yield the faculty member's weekly rate.

- ii. Short-term disability payments will be based on the percentage option selected by the faculty member and the weekly rate as calculated in a(i) above.
- b. Compensation earned or paid compensation will be calculated as follows:
- i. Base pay earned up to the date of the disability will be calculated using the weekly rate, established in a(i) above, multiplied by the number of weeks that were earned as of the date of disability.
  - ii. Base pay paid up to the date of the disability will be provided by payroll records.
  - iii. Compensation earned as of the date of the disability will be the amount earned per b(i) less the amount paid per b(ii).
  - iv. Compensation for faculty members who return to work from disability leave on or before June 30 will be recalculated.
- c. Compensation [as defined in b(iii) above] earned as of the date of disability will be spread evenly over faculty members' remaining scheduled pays for the contract year provided the amount is in excess of five hundred dollars (\$500).

**5. LONG-TERM DISABILITY**

Long-term disability benefits are effective the first day of the month following the date of hire. The faculty member shall receive a monthly benefit payment beginning with the 91st day of disability or the end of paid leave under any earnings continuation from OCC, whichever is greater. Long term disability benefits are based on the faculty member's current monthly base salary up to a maximum benefit level of \$10,000 per month less any amount paid by any available retirement system contributed to by the College. Long-term disability will be calculated as follows: annual base salary divided by twelve (12) months will yield the faculty members' monthly rate for long-term disability payments only.

<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>
70% of monthly salary	0

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve (12) months.

**6. EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT**

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the month following the date of hire, subject to open enrollment periods. A faculty member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care and Dependent Care expenses with pre-tax dollars.

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and the annual minimum and maximum dollar contributions for allowable expenses will be consistent with the limits established by the IRS.

**7. PRIOR NOTIFICATION/CONSULTATION**

The college agrees to inform and consult with OCCFA prior to contracting with health care providers, or health care administrators, of faculty benefits programs. The college retains the right to decide on

selected providers with plan designs consistent with the Faculty Master Agreement and with past practice, except for carriers specifically identified in this agreement or if a named carrier is not available.

**8. OPEN ENROLLMENT**

Faculty members shall have the opportunity to select different options on an annual basis during open enrollment for benefits listed in Items 1 through 6 above. The open enrollment period will be during November of each year, with an effective date of January 1 each year.

**9. TAX DEFERRED ANNUITIES (salary reduction plan)**

Eligible upon enrollment and application if not previously a member. Employees may reduce their salary for contribution in accordance with the Internal Revenue Code of 1954, as amended, and the regulation thereunder. Faculty members may not enroll with more than two (2) vendors at a time.

**10. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT FUND**

Paid in full by the College, exclusive of MIP payment. Benefits and eligibility as provided by law. Optional Retirement Plan as provided in Appendix H.

**11. SOCIAL SECURITY**

- Paid by College and faculty member
- Eligible upon employment
- Participation required

**12. WORKERS' COMPENSATION**

- Paid by the College
- Eligible upon employment
- Benefits per schedule established by law for accidents or illness directly attributable to employment

**13. TUITION AUTHORIZATION AND/OR REIMBURSEMENT**

- Eligible upon employment
- Benefit provided for faculty members and their eligible dependents - see Article III, Section 3.11 and Article VII, Section 7.14

**14. LIBRARY PRIVILEGES**

- Eligible upon employment
- Amount of benefit - use of OCC Library facilities

**15. EMPLOYEE LIABILITY COVERAGE**

- Paid by the College
- Eligible upon employment
- Amount of benefit: Coverage for job-connected liability situations
- Maximum Personal liability: \$500,000 per person; \$1,000,000 per accident
- Maximum Property liability: \$100,000

**16. VACATIONS - see Article VIII**

**17. HOLIDAYS - see Article IX**

**18. SICK LEAVE** - see Article X

**19. JURY DUTY** - see Article XI

**20. BEREAVEMENT LEAVE** - see Article XII

**21. LEAVES OF ABSENCE WITHOUT PAY** - see Article XIII

**22. SABBATICAL LEAVE** - see Article VII

**23. PERSONAL LEAVE** - see Article XI

## APPENDIX H

### OPTIONAL RETIREMENT PLAN

The listed below provisions shall be included as part of the Oakland Community College optional retirement plan as required by Public Act 296 of 1994. This statute mandates that the College offer a defined contribution retirement plan for full time faculty as an option to the defined benefit retirement plan through the Michigan Public School Employees Retirement System (MPSERS).

<b>PLAN PROVIDER:</b>	Teachers Insurance and Annuity Association (TIAA)
<b>RATING:</b>	A++ (Superior)
<b>EFFECTIVE DATE:</b>	February 1, 1997
<b>ELIGIBILITY:</b>	Full Time Faculty
<b>90 DAY WINDOW:</b>	Individuals have ninety (90) days from becoming an eligible employee to make an irrevocable election to participate in the Optional Retirement Plan and authorize withholding from their salary of the mandatory employee contributions.
<b>CONTRIBUTIONS:</b>	Employer 11%
The employee's contribution rate shall be equal to the MIP contribution rate, which is currently:	
	First \$ 5,000 of salary 3.0% of gross wages
	\$5,001 through \$15,000 3.6% of gross wages
	Over \$15,000 4.3% of gross wages
<b>VESTING:</b>	Full/Immediate
<b>SELECTION OF INVESTMENTS:</b>	At least seven investment choices will be selectable by the Employee
<b>WITHDRAWAL RULES:</b>	Cash or annuity - 100% at age 55 or older
<b>TRANSPORTABILITY:</b>	Nation-wide
<b>HEALTH, DENTAL, VISION:</b>	None

## APPENDIX I

### CULINARY ARTS PROGRAM COURSE LIST

Course Code	Name: Lecture Courses	Credit Hours		Semester Contact Hours
CUL 1010	Food Service Sanitation & Safety	2		30
CUL 1180	Hospitality Careers	1		15
CUL 2020	Food Service Cost Management	3		45
CUL 2030	Food Purchasing & Storage	2		30
CUL 2040	Menu Development and Design	3		45
CUL 2220	Equipment Planning & Layout	3		45
CUL 2240	Hospitality Marketing	3		45
CUL 2320	Wine & Spirits	3		45
CUL 2450	Leadership Management	3		45
CUL 2480	Event & Catering Management	3		45
CUL 2490	Hospitality Legal Issues	3		30
CUL 2500	Culinary Arts Internship	1		15
CUL 2510	Restaurant Management Internship	1		15
Course Code	Name: Production Based Lab Courses	Credit Hours	Overload and Blended Load Equivalent Credit Hours	Semester Contact Hours
CUL 1011	Culinary Skills Development	2	2.5	45
CUL 1050	Cake Decorating	2	2.5	45
CUL 1060	Theme Cakes	2	2.5	45
CUL 1111	Cookery	4	5	90
CUL 1120	Butchery and Fabrication	2	2.5	45
CUL 1130	Garde Manger I	2	2.5	45
CUL 1151	Baking	4	5	90
CUL 1200	Restaurant Cookery	4	5	90
CUL 1210	Dining Room I	2	2.5	45
CUL 1230	Front House Management	2	2.5	45
CUL 1250	Pastry I	4	5	90
CUL 1300	Garde Manger	4	5	90
CUL 1400	Front House Operations I	4	5	90
CUL 1520	Bakery Merchandising	2	2.5	45
CUL 1850	Bakery Sales and Merchandising	4	5	90
CUL 2130	Garde Manger II	4	5	90
CUL 2200	Modern Buffet Techniques	4	5	90

Course Code	Name: Production Based Lab Courses	Credit Hours	Overload and Blended Load Equivalent Credit Hours	Semester Contact Hours
CUL 2210	Dining Room II	2	2.5	45
CUL 2250	Pastry II	4	5	90
CUL 2300	Ice Carving	2	2.5	45
CUL 2301	Ice Carving Competition	2	2.5	45
CUL 2311-16	International Cuisine	2	2.5	45
CUL 2330	Artisan Bread	2	2.5	45
CUL 2340	Nutritional Cuisine	2	2.5	45
CUL 2350	Culinary Competition	2	2.5	45
CUL 2360	Soups and Sauces	2	2.5	45
CUL 2391	Sugar Artistry	2	2.5	45
CUL 2392	Chocolate Artistry	2	2.5	45
CUL 2400	Classical Restaurant	4	5	90
CUL 2410	Front House Operations II	2	2.5	45
CUL 2420	Plated Dessert I	2	2.5	45
CUL 2430	Plated Dessert II	2	2.5	45
CUL 2530	Wedding Cakes	2	2.5	45

## **APPENDIX J**

### **COACHING SUPPLEMENTAL CONTRACTS**

Coaching of intercollegiate athletic and/or co-curricular teams shall not be considered within the sole or exclusive scope of the bargaining unit, and coaches for any such teams may be employed/contracted as determined appropriate by the College. However, any faculty member(s) employed under a supplemental contract by the College as head coaches shall be paid no less than 8% of Step 8 (Appendix E) on the Salary Schedule and as assistant coaches no less than 5% of Step 8 on the Salary Schedule (Appendix E).

Meeting any coaching responsibilities shall not remove the necessity for a faculty member to see that all scheduled instructional assignments are properly met.

## **APPENDIX K**

### **FACULTY REVIEW OR EVALUATION**

#### **PERFORMANCE PORTFOLIO**

Faculty should be actively involved in the performance appraisal process. The performance portfolio provides an opportunity to provide relevant information appropriate to the appraisal. Materials listed below may be compiled by the faculty prior to the appraisal.

Materials that may be utilized are:

#### **A. Student Data**

1. Student Evaluations.
2. Student Work.
3. Student Assessment.

#### **B. Faculty Materials**

1. Copies of course syllabi.
2. Copies of instructional materials.
3. Copies of assessment and evaluation materials.
4. Description of professional development activities.
5. Copy of peer/department review.
6. Samples of curriculum development activities, including but not limited to:
  - a. New courses developed.
  - b. Course revisions made.
  - c. Alternative delivery system participation.

## APPENDIX K

### PERFORMANCE APPRAISAL FORM

Faculty at Oakland Community College believe in the advancement of learning to assure student success. As faculty, we encourage the free pursuit of learning among our students. We strive to motivate students to achieve their educational goals. We strive to create a climate that is conducive to learning. We demonstrate respect for the student as an individual and receive satisfaction from knowing we have helped students to learn. We accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge.

We seek to be effective instructors and scholars. We are dedicated to our profession and knowledgeable about our discipline. We recognize the importance of maintaining intellectual skills and knowledge as fundamental to our work. We set goals for ourselves that value our commitment to education. We strive to increase our knowledge and skills. We are committed to instructional excellence.

As colleagues, we have obligations that derive from common membership in the community of scholars. Our behavior is consistent with the professional ethics of the educational community. We work collaboratively with our colleagues at the department, discipline, campus and college levels. We accept our share of faculty responsibilities for governance of the institution.

#### A. Teaching

1. Creates an instructional climate conducive to learning.

Recognized Strength                      Satisfactory                      Needs Improvement

2. Communicates effectively with students: is approachable, provides clear explanations, informs students of progress in timely manner.

Recognized Strength                      Satisfactory                      Needs Improvement

3. Meets classes as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department.

Recognized Strength                      Satisfactory                      Needs Improvement

4. Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs.

Recognized Strength                      Satisfactory                      Needs Improvement

5. Teaches courses or provides services consistent with college catalog.

Recognized Strength                      Satisfactory                      Needs Improvement











## APPENDIX L

### STUDENT FEEDBACK FORM

Responses are on a 5-point scale except for item 17.

Strongly Agree – 1      Agree – 2      Neutral – 3      Disagree – 4      Strongly Disagree – 5

The Course:

1. Class activities and assignments related to the course learning outcomes.
2. The course assignments helped me learn.
3. The course materials (text, online, etc.) helped me learn.
4. The course was well organized.
5. Overall this course was a valuable learning experience.

The Instructor:

6. The instructor clearly communicated the learning outcomes for the class.
7. The instructor gave clear criteria for grading.
8. The instructor graded according to announced criteria.
9. The instructor returned assignments in a timely manner.
10. The instructor clearly presented ideas, concepts and theories.
11. The instructor encouraged participation/discussion as appropriate.
12. The instructor responded to questions in a clear manner.
13. The instructor was responsive outside of class through office hours and/or electronic communication.

The Student:

14. I showed interest in this course.
15. I was prepared for each class/learning session.
16. I worked to my potential.
17. On average, I devoted the following hours per week (inside and outside of class) to this course.  
Response options:      1-3      4-6      7-9      10-12      greater than 12

Please make any comments you wish on:

- A. The instructor
- B. The course

Please enter any additional comments you have:

**APPENDIX M**

**SUPPLEMENTAL CONTRACTS**

**EXAMPLES OF WORK**

**COMPENSATION GUIDELINES**

**Administration**

Occupational Program Coordinator  
 Student Learning Coordinator  
 Interim Dean  
 Nursing Clinical Facilitator

Coordinator Formula  
 Coordinator Formula  
 100% release time per FMA restrictions  
 NUR Clinical Course Facilitation Formula

**Curriculum Development**

Major Course/Program Revision or  
 New Course/Program Development

\$2,000 per course or equivalent release time

**Course Templates**

Creation of Single Course Templates

\$1,200

**Governance**

College Senate Chair  
 Campus Senate Chair  
 Standing Committee Chair

4 ICHs each Fall and Winter, 2 ICHs Summer  
 2 ICHs each Fall and Winter, 1 ICH Summer  
 2 ICHs each Fall and Winter, 1 ICH Summer

**Student Life**

Athletics/sports coaching

Per Appendix J

**Contracting Training**

Contracted Training Coordinator

Workforce Development Policy

**OCCUPATIONAL PROGRAM COORDINATOR COMPENSATION FORMULA**

To be eligible for occupational program coordination, one (1) of two (2) criteria must be met:

The program requires special accreditation, either state or national, or

The program requires external placement and supervision.

1. Number of full-time and part-time faculty teaching in discipline, minus coordinator. (Number should include individual faculty, not the number of sections taught. For example, one (1) faculty teaching two sections would count as ONE (1)).

\_\_\_\_\_ X \$100 = \_\_\_\_\_

2. Periodic state or national accreditation process required?

\_\_\_\_\_ Yes      \_\_\_\_\_ No      If yes, add \$ 900

3. Number of total students enrolled in disciplined courses from the previous equivalent semester; i.e., WI/98 for WI/99:

\_\_\_\_\_ X \$7 = \_\_\_\_\_

Add the amounts calculated in 1-3 to arrive at the coordinator's compensation for the semester. This formula provides for equity among coordinators. The amount increases as the number of full-time or adjunct faculty increase and/or as student enrollment increases. The amount provides for additional compensation for the complexity involved with the accreditation process.

This formula will provide equal and fair treatment among all coordinators on campus, similar to the formula used in the FMA to compensate department chairs.

Minimum compensation: \$750/semester for Fall and Winter; \$500 for Summer.

### **STUDENT LEARNING COORDINATOR COMPENSATION FORMULA**

\$50.00 per Full Time Equated faculty member with an annual minimum of \$3,000.00 (\$1200 fall, \$1200 winter, and \$600 summer) and an annual maximum of \$5,800 (\$2,320 fall, \$2,320 winter, and \$1,160 summer).

### **NURSING CLINICAL COURSE FACILITATION**

There is a need for nursing faculty to facilitate clinical nursing courses. Following discussion and a thorough review, the parties agree to academic year compensation for nursing faculty serving in this role. When a faculty member serves as a clinical facilitator the supplemental compensation below is calculated by the length of the course, the number of sections offer per academic year (at the faculty member's step at the ICH overload rate on the salary schedule) as follows:

NUR 1550, 2511 and 2512 (3 week courses)  
1-5 sections=0.5 ICH

NUR 1510, 1520, 1530, 1540, 1811, 2510, 2520, 2530, 2540 (7.5 week courses)  
1-5 sections=1.0 ICH  
6-12 sections=2.0 ICH

NUR 1410 (15 week course)  
1-5 sections=1.0 ICH  
6-12 sections=4.0 ICH

In the event of curriculum changes involving course length, content, or ICH the parties agree to meet to renegotiate these terms.

**APPENDIX N**

**OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION**

**OCCFA DUES DEDUCTION FORM**

In accordance with Article XX, Section 20.1 of the Master Labor Agreement, I have chosen to join OCCFA, by completing this form and returning it to the OCCFA Treasurer. I am authorizing the College to deduct my OCCFA membership dues and assessments.

**COMPLETE ALL ITEMS**

1. Last Four Digits of Social Security Number \_\_\_\_\_

2. Present Position \_\_\_\_\_

3. Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By completing this form, I am certifying that I am an OCCFA member and that my dues and assessments are to be deducted from my pay by Oakland Community College in amounts set in accordance with established OCCFA procedures.

4. I hereby authorize Oakland Community College to deduct OCCFA dues and assessments from my pay for so long as I remain an OCCFA member and a member of the OCCFA bargaining unit, or until such time that I may otherwise rescind this authorization by written notice to Oakland Community College.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**APPENDIX O**

**FMLA POSTER**

**Page 105**

# 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.

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.

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.

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.

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.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

For additional information or to file a complaint:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

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



WH1420 REV 04/16

**LETTER OF AGREEMENT #1  
BETWEEN  
OAKLAND COMMUNITY COLLEGE  
AND  
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION  
SUMMER SESSION PAY**

This Letter of Agreement between Oakland Community College (the “College”) and Oakland Community College Faculty Associations (“OCCFA”) is entered into on September 21, 2018.

The current contract, Article XXII, Section 22.2, D states “Summer session pay will be divided into payments distributed over the payroll schedule through the end of August.” The College has had an established practice of paying overload summer session pay to faculty during the pay periods coinciding with the start and end dates of each course taught by such faculty. The College acknowledges this is contrary to the express language within the Faculty Master Agreement.

The College and Union have therefore agreed to the following:

1. Effective with the 2018-2019 Academic Year (Summer session 2019), Article XXII, 22.2, D will state “summer session pay will be divided into payments distributed over the payroll schedule during the pay period coinciding with the start and end dates of the course.”
2. This Letter of Agreement is based on a unique set of facts and circumstances.
3. The terms of this Letter of Agreement shall not be modified except by mutual written agreement of the parties.

OAKLAND COMMUNITY COLLEGE

OAKLAND COMMUNITY COLLEGE  
FACULTY ASSOCIATION

\_\_\_\_\_  
Karen Bathanti  
Vice Chancellor for Human Resources

\_\_\_\_\_  
Robyn Tennison  
President

\_\_\_\_\_  
Jasen M. Witt  
Associate Vice Chancellor for Human Resources

\_\_\_\_\_  
Nick Valenti  
Chief Bargainer

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #1  
REGARDING COUNSELORS' JOB SECURITY  
BETWEEN  
OAKLAND COMMUNITY COLLEGE  
AND  
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION**

The parties hereto agree as follows:

As part of the understanding and acknowledgment that the College will be utilizing the services of Academic Advisors, the College hereby agrees that the faculty assigned as full-time Counselors (other than those employed pursuant to Annual Contracts or on Temporary Full-Time status) prior to the ratification of the 2020-2021 Faculty Master Agreement shall not be subject to layoff by reason of the employment of Academic Advisors.

**OAKLAND COMMUNITY COLLEGE**

**OAKLAND COMMUNITY COLLEGE  
FACULTY ASSOCIATION**

\_\_\_\_\_  
Andre' L. Poplar  
Vice Chancellor for Human Resources

\_\_\_\_\_  
Georgina Mandas  
President

\_\_\_\_\_  
Mary O. Ston  
Chief Bargainer

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

**LETTER OF UNDERSTANDING #2  
BETWEEN OAKLAND COMMUNITY COLLEGE  
AND  
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION  
REGARDING COVID-19 EMERGENCY RESPONSE  
-Fall Semester 2021-**

The Oakland Community College Faculty Association and Oakland Community College hereby agree to the following for the Fall 2021 semester due to the continued extraordinary circumstances related to the Covid-19 pandemic:

1. The College will provide masks for all faculty. Faculty may mandate mask usage in their syllabi, as recommended by the College.
2. The College will provide other personal protection equipment for faculty, as necessary and reasonable.
3. The College will continue to do contact tracing for all confirmed cases of Covid-19 reported to the College per established protocols.
4. Any faculty member who wishes to have the contractual limit for online courses waived may request a waiver from the dean. Approval may be granted based on the determination of the dean and department chair (or designee) that a waiver is necessary in light of student need and the dean can modify the schedule to accommodate this change.
  - a. Such an accommodation does not waive the need for faculty to be properly trained by the College for teaching online.
5. Faculty will conduct office hours pursuant to article 2.1.B. They may choose to do this wholly or in part in an online modality. Additionally, the three-days per week on campus rule indicated in this article is waived.
6. Section 10.2 of the Faculty Master Agreement will be waived for the Fall 2021 Semester.
7. To provide adequate coverage should full-time faculty not be available pursuant to Section 10.2 of the FMA, the adjunct limitations and temporary full-time faculty limitations of Section 1.2 are waived.
8. This Letter of Understanding shall expire on December 31, 2021 unless extended by the parties, in writing.

**OAKLAND COMMUNITY COLLEGE**

*Andre' Poplar*

\_\_\_\_\_  
Andre' Poplar  
Vice Chancellor for Human Resources & DEI

Date: 08/13/2021

**OAKLAND COMMUNITY COLLEGE  
FACULTY ASSOCIATION**

*Gina Mandas*

\_\_\_\_\_  
Gina Mandas  
President

Date: 08/13/2021

*Mary Ston*

\_\_\_\_\_  
Mary Ston  
Chief Negotiator

Date: 08/13/2021

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