



American Association of University Professors  
Northern Michigan University Chapter

and

American Federation of Teachers, Local 6761

Policy Manual

Adopted 26 June 2014

Updates approved Nov 2022; implemented June 2023

## PREFACE

This policy manual was initially compiled by Bill Bergmann and Rebecca Mead based on information found in various office documents and previously approved Executive Committee minutes. It was updated by Vice President David Buhl and President Ron Sundell from additional information and comments derived at a special session of the Executive Committee held during the summer of 2013. This policy manual was officially approved by the Executive Committee on June 26, 2014 and can be amended at any time by a majority vote in the Executive Committee.

### Update: 10 June 2023

The following changes were approved in the NMU-AAUP/AFT meeting of the Executive Committee on 14 Nov 2022 (details in the minutes)

- Compensation rates and reassigned time (align rates with current contract: 2021-26)
- Compensation for those involved in negotiations (clarified who gets paid, when and how much)
- Updated timeline for business
- Replaced “Bargaining Council” with “Faculty Council” (except for in the ‘Constitution’ section)
- Replaced “Grievance Officer” with “Contract Officer” (except for in the ‘Constitution’ section)
- Updated formatting to allow for automatic numbering and table of contents
- Updated logos
- Updated formatting to utilize styles, headings, automatic number/update ToC, headers/footers, etc

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## SECTION 1:

### AAUP MISSION, PRINCIPLES/GOALS AND STRATEGIC PLANNING

#### A. AAUP Mission Statements

The current mission statements of the national, state, and local NMU Chapter are as follows:

##### **National:**

*The mission of the American Association of University Professors (AAUP) is to advance academic freedom and shared governance; to define fundamental professional values and standards for higher education; to promote the economic security of faculty, academic professionals, graduate students, post-doctoral fellows, and all those engaged in teaching and research in higher education; to help the higher education community organize to make our goals a reality; and to ensure higher education's contribution to the common good.*

##### **Michigan Conference:**

*The mission of the Michigan Conference is to champion academic freedom and shared governance, to advance the quality of higher education and to provide a unified voice for the professoriate across the state of Michigan. The Conference gathers and distributes information among its 17 chapters as well as representing their interests before the state government.*

##### **NMU Chapter:**

*The mission of the NMU Chapter is to support the purposes of the National and State AAUP by promoting the values of academic freedom, shared governance, instruction, higher education, and research; to advance the standards, ideals, and welfare of the academic profession; and to serve as the collective bargaining agent for the faculty of the University.*

#### B. Principles and Goals

##### **Academic Freedom**

(<http://www.aaup.org/report/1940-statement-principles-academic-freedom-and-tenure>)

- Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- Teachers are entitled to freedom in the classroom in discussing their subject but they should be careful not to introduce their teaching controversial matter which has no relation to their subject.
- College and university teachers are citizens, members of a learned profession, and officers of an educational institution.

##### **Quality of Teaching, Scholarship, and Service**

- Maintain a highly trained and well-qualified faculty.
- Maintain the faculty as the primary instructors for courses on campus, overloads, summer session, Web and distance education courses.
- Maintain a high ratio of full-time, tenured or tenured track faculty to part-time faculty.
- The faculty will set the standards for all instructional staff.

### **Shared Governance**

- Faculty will set the standards and evaluate the performance of the instructional staff.
- Faculty will set the standards and determine the scope and content of the curriculum.
- Faculty will defend and strengthen the Academic Senate, the Education Policy Committee (EPC) and the Faculty Review Committee (FRC) as the pillars of shared-governance of the University.

### **Compensation Equity**

- Achieve a position of parity with our peer institutions in the state of Michigan.
- Achieve comparable salaries as established by national market standards.
- Maintain pay equity in all faculty ranks.
- Maintain salaries that keep pace with increases in the cost of living.
- Maintain a benefits package that adequately provides for health, retirement and other needs.

### **C. Strategic Planning**

The Strategic Plan for the Northern Michigan University Chapter of the American Association of University Professors (NMU-AAUP) serves as the guiding document for the future of our union. It is a “living document” in the sense that it will continually be updated and modified to serve and advance the interests of Northern’s faculty and its students. This plan contains a series of goals, strategies and actions that will be undertaken by both our union leadership and general membership. This plan will be reviewed annually by the Executive Committee and Faculty Council (note: formerly titled the Bargaining Council) and then modified, as necessary. The Executive Committee shall be responsible for the final approval and implementation of this plan and will delegate to each of the standing committees the responsibilities and expectations for implementing strategies related to their respective mission statements (see Appendix A).

SECTION 2: CHAPTER CONSTITUTION



## **CONSTITUTION**

**American Association of University Professors**

**Northern Michigan University Chapter**

**American Federation of Teachers Local #6761**

Last Revision: October 6, 2022

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## **Article I. Name**

The name of the organization shall be the Northern Michigan University Chapter of the American Association of University Professors (NMU-AAUP), hereafter referred to as “the Chapter.”

## **Article II. Purpose**

The Chapter supports the purposes of the National AAUP to promote the values of instruction, higher education, and research; to advance the standards, ideals, and welfare of the academic profession; and to serve as the collective bargaining agent for the faculty of the University.

## **Article III. Membership, Dues and Fiscal Year**

### **A. Membership**

1. **Active Membership.** An Active Member is a member of the collective bargaining unit under the definition of the unit by the Michigan Employment Relations Commission (MERC) or the Master Agreement (herein also referred to as “the contract”) currently in force between NMU-AAUP and Northern Michigan University who has paid the current collective bargaining dues (including national, state, and local Association dues).
2. **Associate Membership.** An Associate Member of NMU-AAUP may not vote in elections of the Chapter, hold elected office in the Chapter, nor vote on collective bargaining issues. An Associate Member is defined as belonging to any of the following groups:
  - a. An Emeritus Member, i.e., a person no longer eligible for Active Membership by virtue of retirement.
  - b. An adjunct instructor not otherwise represented by the Chapter.
  - c. A Graduate Student Member, i.e., a graduate student currently working toward an advanced degree who is not eligible to become an Active Member.

### **B. Dues:**

1. NMU-AAUP may establish annual dues, and may exclude from the Chapter a member who has failed, after suitable notice, to pay the established dues.
2. Each Active Member of NMU-AAUP shall pay not more than 0.85 of one (1) percent of his/her base academic annual salary, these dues to include national, state, local, and collective bargaining dues. Associate Members shall pay the appropriate national and state dues and one (1) dollar in local dues. Each year’s dues rates will be determined by the Executive Committee after consultation with the faculty and will take effect on July 1. Dues shall be payable by any payment schedule approved by the Executive Committee. The Executive Committee may present alterations in the dues structure to the Chapter for a vote, which shall require a majority of voting Active Members. Special assessments may be proposed to the membership by means of a Chapter-wide referendum as specified in Article IX.
3. No person shall be deemed a member in good standing who is delinquent in the payment of dues for more than thirty (30) days provided, however, that no dues shall be assessed during the time that the person is not drawing a salary from or through the University or is not eligible for membership. A member who is in arrears for more than thirty (30) days shall be sent a written notice of his/her delinquency to his/her last-recorded University address. If the arrearage in dues is not paid within thirty (30) days after the sending of such notice, that

person shall thereupon be deemed suspended from membership in the Chapter. Any person suspended for nonpayment of dues shall be automatically reinstated upon the payment of all the arrears in dues from the date of delinquency to the date of the person's suspension or resignation, except that the delinquent member may be reinstated without penalty after a lapse of twelve (12) calendar months beginning from the suspension or resignation.

C. Membership Rights

1. All members have full and equal voting rights; non-members have no voting rights.
2. All members are eligible to serve as union officers and representatives.
3. All members may attend and participate in union meetings, events and activities. Exemptions will be made only after approval by the Executive Committee.
4. Non-members may not serve on committees established through the NMU AAUP contract (Faculty Review Committee, Education Policy Committee, College advisory committees) with the exception of the Academic Senate and its committees.

D. Fiscal Year. The Fiscal Year shall extend from July 1 through June 30.

- E. In the event of dissolution of the Chapter all assets of the Chapter shall be placed in trust with a nationally-chartered bank authorized to do business in the State of Michigan. The trustee shall be authorized and empowered to collect all obligations outstanding and due the Chapter. The trustee shall also be obligated and empowered to expend trust resources as necessary to meet all outstanding obligations of the Chapter. After all obligations of the Chapter have been liquidated, the trustee shall hold all residual resources, plus earnings, until such time as further claims against the Chapter are unenforceable under applicable statutes of limitation. Within ninety (90) days after the expiration of legal liability and responsibility for claims on the part of the trust, the trustee shall turn over all assets of the trust to Northern Michigan University for the purpose of establishing a perpetual scholarship fund in accordance with policies and conditions developed by the Academic Senate of Northern Michigan University.

**Article IV. Executive Officers of the Chapter**

A. The Executive Committee shall consist of:

1. The Chapter President

- a. The President serves as the official representative of the Chapter and works with the Executive Committee to lead the organization. The President shall implement Executive Committee decisions, administer policies and exercise general supervision over the activities of the Chapter. The President shall preside over all meetings of the Chapter, Executive Committee, and Faculty Council. The President shall serve on the Academic Senate Executive Committee and as an ex-officio member of the Academic Senate. The President shall be elected in even-numbered years for a two-year term and may be reelected.

## 2. Vice President

- a. The Vice-President, in the absence of the President, shall assume the duties of the President. The Vice-President shall perform other duties as directed by the Executive Committee. The Vice President shall be elected in odd-numbered years for a two-year term and may be reelected.
- b. The Vice President shall chair the Committee on Outreach and Organization, The Vice President shall lead communication efforts and act as the liaison between NMU-AAUP and other labor organizations at the local, regional, and national levels.

## 3. Secretary

- a. The Secretary shall record the minutes of the Executive Committee, Faculty Council, and Chapter meetings and update all policies and procedures as directed by the Executive Committee. The Secretary shall maintain current records and act as the liaison between the Executive Committee and the Northern Michigan University Archives to ensure proper records management and to provide for the transfer of historical records to the Archives in accordance with the Records Depository Agreement between Northern Michigan University and the NMU-AAUP. The Secretary shall be elected in odd-numbered years for a two-year term and may be reelected.

## 4. Treasurer

- a. The Treasurer shall be responsible for the collection of Chapter funds and for the discharge of all financial obligations of the Chapter. The Treasurer will supervise accounting procedures and oversee the preparation of financial reports, budgets, taxes and other financial documents. The Treasurer will report regularly to the Executive Committee. The Treasurer shall prepare a year-end financial report for the fall Chapter meeting and a proposed budget for the upcoming year at the winter meeting. The Treasurer shall ensure that an external, independent financial review of the Chapter's finances is conducted at least every three years. The Treasurer shall be elected in even-numbered years for a two-year term and may be reelected.

## 5. Contract Officer

- a. The Contract Officer shall be responsible for supervising the grievance procedure. The Contract Officer shall consult with faculty regarding contractual issues, report regularly to the Executive Committee, advise the Executive Committee regarding potential contract violations and implement Executive Committee decisions. The Contract Officer shall serve on the Educational Policies Committee (EPC). The Contract Officer shall serve as the AAUP representative in the by-law review process. The Contract Officer shall be appointed by the Executive Committee for a two-year term and may be reappointed.

## 6. Information Officer

- a. The Information Officer shall be responsible for conveying information from the Executive Committee to Chapter members in the form of monthly "Updates" and

additional times as directed by the Executive Committee. The Information Officer shall prepare information about the Chapter for dissemination to external constituents and the media. The Information Officer shall be appointed by the Executive Committee and serves at the discretion of the Executive Committee.

#### 7. Data Analyst

- a. The Data Analyst shall supervise the collection and analysis of data (from HEIDI, ACADEME, internal and other sources) in support of union functions and in preparation for collective bargaining. The Data Analyst will serve as a union representative on the Educational Policies Committee. The Data Analyst shall be appointed by the Executive Committee and serves at the discretion of the Executive Committee.

#### 8. Constituent (College) Representatives

- a. The Constituent (College) Representatives of the Executive Committee shall participate in meetings of the Executive Committee and the Faculty Council. They shall represent their constituencies at biweekly Executive Committee meetings and may take on additional responsibilities at Executive Committee direction. The Constituent Representatives shall be elected for two-year terms. Representatives numbered one, three and five shall be elected in odd numbered years and representatives two, four and six shall be elected in even numbered years. Representatives may be reelected.
  - i. College of Arts and Science, Representative One (1);
  - ii. College of Arts and Science, Representative Two (2);
  - iii. College of Arts and Science, Representative Three (3);
  - iv. College of Professional Studies, Representative One (1);
  - v. College of Professional Studies, Representative Two (1);
  - vi. College of Business/Division of Academic Information Services/and remaining unrepresented constituents, Representative One (1).

#### 9. Chairs of Standing AAUP Committees

- a. Chairs of NMU AAUP Standing Committees shall serve as full voting members of the Executive Committee during their tenure. Each Chair of a Standing Committee is selected by its membership according to the bylaws/operating procedures of that committee, and serves for the academic year.
- B. Union officers who receive reassigned time for their service cannot take it as an overload or banked credit except under special circumstances authorized by Executive Committee vote.
- C. Executive Committee members cannot hold interim administrative appointments.

## Article V. Duties of the Executive Committee

- A. The Executive Committee shall be responsible for execution of the letter and spirit of the provisions of the Master Agreement and Constitution currently in force, including the authority to make minor exceptions.
- B. All members of the Executive Committee shall serve as members of the Faculty Council.
- C. The Executive Committee shall decide for the Chapter which grievances will be filed and which will be taken to arbitration at the cost of the Chapter.
- D. The Executive Committee shall authorize all expenditures and shall also act as the body which approves or terminates the employment of persons to serve the Chapter. Any person authorized by the Executive Committee to sign checks shall be bonded.
- E. The Chief Negotiator, Contract Proposal Development Team, and Negotiating Team shall be nominated by the Executive Committee and approved by the Faculty Council. The Chief Negotiator shall work in conjunction with the Executive Committee to identify the remaining members of the Negotiating Team. The Executive Committee may nominate additional members of, or replacements to, the teams when it deems such actions necessary or desirable.
- F. Governance of Committees:
  1. The Executive Committee shall establish and make appointments to ad hoc committees for the Chapter, make appointments to the Educational Policy Committee, to the Faculty Review Committee, and to university-wide committees as follows:
    - a. Educational Policy Committee (EPC)
      - i. The Contract Officer and Data Analyst shall serve on the EPC as representatives of the Chapter;
      - ii. Four additional representatives for EPC (all tenured or Continuing Contract Status and at the rank of Assistant Professor or above, two from Arts and Sciences, one from Business/LIS, one from Health Sciences and Professional Studies) shall be elected for three-year staggered terms;
      - iii. To maintain staggered terms, vacant elected positions shall be filled as soon as possible by a special election for the unexpired term, except that if more than two-thirds (2/3) of the term has expired, the Executive Committee may, at its discretion, appoint a person to fill the office for the remainder of the term;
      - iv. Terms begin on July 1.
    - b. Faculty Review Committee (FRC)
      - i. Representation on the FRC shall consist of the following: two (2) members from the College of Arts & Sciences, one (1) from the College of Health Sciences & Professional Studies, one (1) from either the College of Business or LIS, and three (3) at large members. Should there be no individual wishing to represent a particular college, that seat may be filled by a member elected

at large. In addition, there shall be two (2) alternates who serve with voting privileges when regular members cannot be present at a meeting. Alternates may come from any college.

- ii. Each member and alternate shall be from a different department.
- iii. The college representatives and at large members shall be elected for three-year staggered terms. The alternates shall be elected for one-year terms.
- iv. To maintain staggered terms, vacant elected positions shall be filled as soon as possible by a special election for the unexpired term, except that if more than two-thirds (2/3) of the term has expired, the Executive Committee may, at its discretion, appoint a person to fill the office for the remainder of the term.
- v. Terms begin on July 1.

c. University-wide committees

- i. Announcements specifying the position(s) available will be sent to the membership soliciting nominations;
  - ii. The Executive Committee will select candidates for the position(s) and notify the Administration.
2. The Executive Committee shall create and dissolve a Standing AAUP Committee with a supermajority vote of three-quarters (3/4) of all Executive Committee members, including those not in attendance.
  3. The Executive Committee shall appoint members, liaisons, or representatives to work with ad hoc university committees, community organizations, other labor groups, or any other group as necessary.
  4. By virtue of their office, the Executive Committee officers shall also serve as voting delegates to the annual meeting of the AAUP Collective Bargaining Congress, the national AAUP, and the Michigan Conference of the Association of University Professors. If there are more officers than there are delegate spots, the order of delegation will be President, Vice President, Treasurer, and Secretary, respectively.

## Article VI. Election Procedures

- A. Only Active Members of the Chapter are eligible for election to Chapter offices, or to vote in Chapter elections.
- B. Election of Chapter officers shall take place during the winter term, and new officers shall take office on July 1 of the following fiscal year. Officers-elect shall become members, without vote, of the Executive Committee, from their election until they formally assume office.
- C. Election Protocol:
  1. At least two (2) weeks prior to the March Chapter meeting the Executive Committee shall appoint a Balloting Committee whose responsibility shall be to insure that there are nominees

for each vacant office to be filled by election of the Active Membership. The Balloting Committee shall submit the names of two candidates, if possible, for each office. The names of all nominees shall be presented at the meeting preceding the elections. Additional nominations may be made.

2. The balloting shall follow the meeting as closely as possible so as to permit announcement of the results before the end of the winter term.
3. For each office, the nominee receiving a simple majority of votes shall be declared elected. In any case in which no nominee receives a majority of the votes cast for that office, there shall be a runoff election between the two candidates with the highest number of votes. In the case of a tie, the Executive Committee will vote; in the case of a tie in the Executive Committee, the President will cast the deciding vote.

D. Balloting Committee

1. When needed to fulfill the elective and balloting requirements of this Constitution, the Executive Committee shall appoint a Balloting Committee of not less than three members, not members of the Executive Committee,
2. Ballots may be traditional, electronic, or both, as determined by the Executive Committee, unless otherwise specified in this Constitution.
3. Voting by regular mail, email, or FAX is allowed with the caveat that confidentiality cannot be assured. Ballots sent by these means must arrive in the AAUP office by noon on the day of the vote. The Chapter will not be responsible for delayed receipt. Proxy voting is not allowed.

E. Elections for the Executive Committee must be held before the appointment of other officers.

F. Any vacant elective office on the Executive Committee shall be filled as soon as possible by a special election for the unexpired term, except that if more than two-thirds (2/3) of the term has expired, the Executive Committee may, at its discretion, appoint a person to fill the office for the remainder of the term.

G. If an Executive Committee member has more than three (3) unexcused absences from regularly scheduled meetings during a semester, upon Executive Committee recommendation the President will request an explanation for the absences and submit this information to the Executive Committee for consideration. Six (6) such absences during an academic year will lead to dismissal and replacement. If a member is on sabbatical or otherwise unable to serve for a semester, s/he may be granted leave by the Executive Committee, but if the absence is longer, the member shall be replaced.

## **Article VII. Meetings, Agenda, Quorum, Parliamentary Procedure, and Recall Procedures**

A. Meetings

1. The Chapter shall hold two regular Chapter meetings each year: one in August, and one in March.
2. The Executive Committee shall convene special meetings of the Chapter at its discretion.

3. Upon petition, Active Members may call a special meeting of the Chapter.
  - a. At least ten (10) percent of the Active Members must sign such a petition.
  - b. The Executive Committee must call the petitioned meeting within two (2) weeks after it receives the petition.
- B. Agenda
  1. The President and the Executive Committee shall determine the agenda for each regular Chapter meeting. A written agenda shall be distributed to the membership at least two (2) days prior to each regular Chapter meeting.
- C. Quorum
  1. At meetings of the Executive Committee a majority of the Committee membership shall constitute a quorum.
  2. At meetings of the Chapter, one-fifth (1/5) of the Active Members, or twenty-five (25) Active Members, whichever represents a lesser number, shall constitute a quorum.
  3. At meetings of the Faculty Council, a majority of the council membership shall constitute a quorum.
- D. Parliamentary Procedure
  1. Parliamentary procedure at all meetings shall be in accordance with the latest revision of Robert's Rules of Order, except when those rules conflict with the Chapter Constitution, Chapter policies, and committee bylaws.
- E. Recall Procedures
  1. Any or all officers of the Chapter may be removed from office by a recall vote, and a recall vote can occur at any time during the year.
    - a. One-fifth (1/5) of the Active Members of the Chapter must sign a petition for a recall in order to institute these proceedings.
    - b. Within two (2) week of receiving the petition, the Executive Committee shall appoint a Balloting Committee who shall validate the signatures and produce the recall ballot.
    - c. A two-thirds (2/3) majority of the Active Membership of the Chapter shall be necessary for a successful recall.
  2. Any or all of the members of the Contract Proposal Development Team or Negotiating Team may be recalled.
    - a. A three-fifths (3/5) majority of those present at a Faculty Council meeting shall be necessary to initiate a recall. For a successful recall, this vote must be confirmed at the next consecutive meeting with three-fifths (3/5) majority of those present.



## **Article VIII. Contract Negotiations: Chief Negotiator, Proposal Development Team, Data Analyst, Negotiating Team, Faculty Council, and Contract Ratification**

- A. The Chief Negotiator will be appointed by majority vote of the Executive Committee
- B. Proposal Development Team (PDT)
  - 1. The PDT will develop specific contract language that might be considered in subsequent negotiations.
  - 2. The Chief Negotiator will serve as a member of the PDT.
  - 3. Team member selection will be undertaken with the goal of securing the services of faculty members with experience in matters of contractual language and its implementation, of faculty members with particular skills and ability needed by the team, and of faculty members who show promise of serving the membership in the coming years through involvement in the contract negotiation process. The PDT will be nominated by the Chief Negotiator and approved by majority vote of the Executive Committee.
  - 4. The Chair of the PDT will not be the Chief Negotiator. The PDT shall select its own chair from among its members. The Chair shall be responsible for calling meetings, making certain that records are maintained, and communicating with the Executive Committee and the Faculty Council.
  - 5. The CPDT effort will begin no later than the fall semester prior to expiration of the Agreement, or earlier if deemed prudent by the Executive Committee, to ensure that proposals will be ready by the time negotiations are to start. The team will familiarize itself with collective bargaining contracts in existence at other colleges and universities, and with comparative information on salaries and fringe benefits and shall also survey faculty with regard to collective bargaining.
  - 6. The Executive Committee is empowered to determine appropriate compensation for team members.
- C. The Negotiating Team
  - 1. The Negotiating Team shall negotiate a contract with representatives of the Board of Trustees of Northern Michigan University.
  - 2. The Chief Negotiator will serve as the Chair of the Negotiating Team.
  - 3. Team member selection will be undertaken with the goal of securing the services of faculty members with experience in matters of contractual language and its implementation of faculty members with experience in negotiations, and of faculty members with particular skills and abilities needed by the Team. The Negotiating Team will be nominated by the Chief Negotiator and approved by majority vote of the Executive Committee.
  - 4. The Negotiating Team will begin meeting no later than the beginning of the Winter Semester prior to expiration of the Agreement or earlier if deemed prudent by the Executive Committee. The members of the Negotiating Team shall remain in office until discharged of their duties by the Executive Committee Executive Committee.

5. The Executive Committee is empowered to determine appropriate compensation for Team members.
- D. The Faculty Council
1. The duties of the Faculty Council shall include:
    - a. Being familiar with AAUP policies, procedures, and reports; and discussing issues affecting faculty welfare both within and outside the bargaining process;
    - b. Discussing contract proposals and make recommendations to the Negotiating Team regarding terms to be sought in the contract during negotiation periods;
    - c. Serving as an advisory body to the Executive Committee on matters outside Contract negotiations. However, the Faculty Council cannot overrule Executive Committee decisions.
  2. Each academic unit shall be entitled to one representative whose responsibility is to attend Faculty Council meetings in order to serve as a liaison to the academic unit. Faculty Council Representatives shall be Active Members of NMU-AAUP and nominated and elected by the eligible voters of the academic unit. All faculty ranks are eligible to serve as Faculty Council Representatives.
  3. Faculty Council Representatives will report regularly to their departments/units on matters discussed by the Faculty Council and solicit departmental/unit faculty input through regular surveys of their departments/units.
  4. The Faculty Council shall meet monthly during the academic year. In the year leading up to and during contract negotiations, the Faculty Council shall meet at least bimonthly.
  5. If a Faculty Council Representative fails to fulfill these duties, or has more than three (3) unexcused absences from regularly scheduled meetings, the President will contact the academic unit to request a replacement.
  6. The Faculty Council may develop its own operating procedures so long as they do not contravene this Constitution.
  7. The Faculty Council may establish ad hoc working committees subject to the approval of the Executive Committee.
  8. In preparation for contract negotiations, the Faculty Council will Work with the CPDT to address areas of contract language that need improvement.
  9. During contract negotiations, Faculty Council shall:
    - a. Meet regularly with the Negotiating Team to discuss bargaining proposals, strategies, progress, recommendations, and generally assist in the entire process up to and including the ratification of a satisfactory contract.
    - b. Keep the members of the Bargaining Unit informed as to the progress of negotiations.

- E. Ratification
- 1. Any contract negotiated by the Negotiating Team shall become binding when ratified by the Board of Trustees of Northern Michigan University and by a majority of the voting Active Members of NMU-AAUP.
- 2. Ratification shall be by secret vote of those attending a meeting of the Chapter called for ratification purposes.
- 3. Notification of the meeting for purposes of ratification shall be mailed to all Active Members at least six (6) days prior to the meeting.
- 4. Active Members may, at their discretion, cast a secret ballot in the NMU-AAUP office during regular business hours between the time of the mailing of the notification of the meeting and up to one (1) hour prior to the start of the meeting.

### **Article IX. Chapter-Wide Referendum**

- A. The Executive Committee may, at its discretion, designate any matter as “a matter of great importance to the Chapter.”
  - 1. Such a designation at any time will empower the Executive Committee to conduct a Chapter-wide referendum of the Active Membership on this matter.
  - 2. To conduct the referendum, the Executive Committee will organize a Balloting Committee.
  - 3. The results will be binding on the Chapter within the limits of the law.
  - 4. This section will not operate so as to prevent polling of the membership on any matter as an advisory, nonbinding expression of member sentiment.
- B. Upon petition by one-fifth (1/5) of the Active Members, the Executive Committee must designate any matter except contract ratification presented in the petition as “a matter of great importance to the Chapter,” and proceed to poll the Active Membership within twenty-one (21) calendar days, the results of which are binding on the Chapter within the limits of the law.
- C. All referenda balloting will be conducted by a Balloting Committee.

### **Article X. Amendments**

- A. Any Active Member may propose in writing an amendment to the Constitution at a regularly scheduled meeting of the Chapter.
  - 1. If the Active Members in attendance at the next regularly scheduled meeting of the Chapter agree by a majority vote to consider the proposed amendment, it must then be submitted to the Chapter for ratification.
  - 2. Ratification shall require two-thirds (2/3) affirmative vote of those Active Members of the Chapter casting ballots.
- B. The proposed amendment shall be included in the written agenda provided to all members prior to the meeting at which it is considered for submission to the Chapter as a whole.
- C. All amendment balloting will be conducted by a Balloting Committee.

## **Article XI. Ratification**

- A. This Constitution shall be ratified by a two-thirds (2/3) affirmative vote of those Active Members casting ballots. This Constitution shall come into full effect immediately upon ratification.
- B. Ratification balloting shall be conducted by a Balloting Committee.

### End of NMU-AAUP/AFT 6761 Constitution ###

## SECTION 3: COMMITTEE BYLAWS AND PROCEDURES

### A. Committee C Bylaws

#### **Article 1. Name**

1.1 The name of the organization shall be Committee on Contingent Faculty (Committee C) of the American Association of University Professors (AAUP), Northern Michigan University (NMU) chapter.

#### **Article 2. Purpose**

2.1 The purpose of Committee C is to examine, carefully and systematically, employment practices and working conditions affecting contingent faculty at NMU; to ensure that such practices do not operate to the detriment of any persons; to educate the NMU community and the public-at-large about contingent faculty issues; and to advocate for contingent faculty.

#### **Article 3. Membership**

3.1 Membership in Committee C shall be open to all members of the AAUP bargaining unit. An active member of Committee C shall be any eligible person who indicates a desire to serve and regularly attends meetings, participates via email, or both.

#### **Article 4. Officers and Duties**

##### 4.1 Officers

4.1.1 Committee C shall have an elected chair, an elected vice chair, an elected secretary, and appointed information officer

##### 4.2 Duties of the Officers

###### 4.2.1 Chairperson

4.2.1.1 To preside at Committee C meetings; delegate responsibilities within the committee and general membership with the approval of the committee; generate and retain records of agendas for meetings, be familiar with the AAUP's Master Agreement, and perform other such duties as may be required by the bylaws or resolutions of the committee.

4.2.1.2 The chair shall also serve as a voting member of the AAUP/NMU Executive Committee to address contingent faculty concerns, and as a member of the Faculty Council in accordance with the Constitution of the AAUP/NMU Chapter.

###### 4.3 Vice-Chairperson –

To work in tandem with the chairperson as needed and to preside in the chairperson's absence; to be familiar with the AAUP's Constitution and to perform other such duties as may be required by the bylaws or resolutions of the committee.

###### 4.4 Secretary –

To keep minutes of all committee meetings and to preserve the minutes of the organization; post minutes to appropriate places; to perform other such duties as may be required by the bylaws or resolutions of the committee.

#### **Article 5. Election of Officers and Voting Procedures**

##### 5.1 Election of Officers

5.1.1 Officers shall be elected in April of the academic year with terms to begin in the fall semester of the new academic year. Nominations may be submitted to the chair at or before the meeting in which the voting will take place. The vote will be taken among those attending the meeting.

Provision will be made for absentee ballots for active members unable to attend the meeting.  
Officer elected by a simple majority of the voting members.

## 5.2 Voting Procedures

5.2.1 Motions which require Committee C action shall be decided by a simple majority vote among members attending the meeting at which the vote is taken.

## **Article 6. Bylaws and Amendments**

6.1 Bylaws shall be ratified by a 2/3 affirmative vote of those active members attending the meeting following the distribution of bylaws as an email attachment, with the provision for absentee ballots for active members requesting them.

6.2 Any active member of Committee C may propose in writing an amendment to the Bylaws at a regularly scheduled meeting. If the members in attendance at the meeting vote to consider the amendment, it must be submitted for ratification at the next meeting. Ratification shall require a 2/3 affirmative vote of those active members attending the following meeting. Provisions may be made for absentee ballots for active members unable to attend the meeting.

Last Revised:

## **B. Committee O Bylaws**

### **Article I. Name**

The name of the organization shall be the Committee on the Organization and Education (Committee O) of the Northern Michigan University Chapter of the American Association of University Professors.

### **Article II. Purpose**

The purpose of the Committee are to prepare the bargaining unit membership for contract negotiations through educational workshops and training; and to assist in the development of greater collegiality and unity among the membership through educating members on the principles of the Association.

### **Article III. Membership**

Membership shall be open to all members of the bargaining unit, in good standing. An active member of the Committee, shall be any eligible person who indicates a desire to be so considered.

### **Article IV. Officers of the Committee**

The committee shall have a Chair and a Secretary.

### **Article V. Duties of the Officers of the Committee**

- A. The Chair shall convene, set the agenda, and conduct meetings of the Committee and carry on other routine business for the Committee. The Chair shall also serve as a member of the AAUP/NMU Executive Committee and as a member of the Faculty Council.
- B. The Secretary shall keep the minutes of the Committee, circulate notices of Committee meetings to all members of the bargaining unit, and will insure that copies of all minutes and actions of the Committee are on file with the Chapter.

### **Article VI. Election Procedures**

Officers of the Committee shall be elected early in each academic year from a slate prepared by the committee of the whole at its initial meetings and/or by nomination of any active member of the Committee. The vote will be taken among those attending the meeting following the distribution of the nominative slate, with provision for absentee ballots for those active members of the Committee desiring them.

### **Article VII. Voting on Committee Action**

When a matter of importance arises which in the opinion of the Committee's officers requires a resolution or other appropriate action on the part of the Committee, the officers shall announce the matter to the active membership and conduct a vote among those present at the following meeting, with provision for absentee ballots for those active members desiring them.

### **Article VIII. Amendments**

Any active member of the Committee may propose in writing an amendment to the Constitution at a regularly scheduled meeting. If the members in attendance at that meeting vote to consider the proposed amendment, it must then be submitted to the Committee for ratification. Ratification shall require a two-thirds (2/3's) affirmative vote of those active members attending the following meeting, with provision for absentee ballots for those active members desiring them.

### **Article IX. Ratification**

The Constitution and Bylaws shall be ratified by a two-thirds (2/3's) affirmative vote of those active members attending the meeting following its distribution, with provision for absentee ballots for those desiring them.

Last revised:



## **C. Committee W Bylaws**

### **Article 1. Name**

- 1.1 The name of the organization shall be committee on Gender and the status of Women in the University (Committee W) of the American Association of University Professors (AAUP), Northern Michigan University (NMU) chapter.

### **Article 2. Purpose**

- 2.1 The purpose of Committee W is to examine, carefully and systematically, employment practices and working conditions affecting faculty at NMU to ensure that such practices do not operate to the detriment of any persons on the basis of sex and/or gender, to educate the professoriate and the public-at-large about the uniqueness of gender issues and to develop strategies for their successful resolution.
- 2.2 To recommend to the Administration, through AAUP/NMU, that the university employ and promote qualified women faculty, as well as to take corrective steps to eliminate sex and gender discrimination and detrimental practices in any other area where evidence might indicate it presently exists.
- 2.3 To serve as mentors to women faculty regarding the promotion and tenure process, professional development, and access to resources.

### **Article 3. Membership**

- 3.1 Membership in Committee W shall be open to all members of the AAUP bargaining unit. An active member of Committee W shall be any eligible person who indicates a desire to be so considered.

### **Article 4. Officers and Duties**

- 4.1 Officers
  - 4.1.1 Committee W shall have a chair, a secretary, and a faculty liaison. A co-chair may be elected to assist the chair.
- 4.2 Duties of the officers
  - 4.2.1 The chair shall prepare meeting agenda, convene and conduct meetings, and conduct routine business of Committee W on behalf of the membership.
  - 4.2.2 The chair shall also serve as a voting member of the AAUP/NMU Executive Committee to address sex and gender concerns, and as a member of the Faculty Council in accordance with the Constitution of the AAUP/NMU Chapter.
  - 4.2.3 The secretary shall keep the minutes of Committee meetings and maintain membership records.
  - 4.2.4 The faculty liaison shall contact new women faculty (and others upon request) each year to offer Committee support and mentoring.

### **Article 5. Election of Officers and Voting Procedures**

- 5.1 Election of officers
  - 5.1.1 Officers shall be elected in April of the academic year, or in September of the new Academic year, with terms to begin in the fall semester of the new academic year. Nominations may be submitted to the chair at or before the meeting in which the voting will take place. The vote will be taken among those attending the meeting. Provision will be made for absentee ballots for active members unable to attend the meeting. Officer elected by a simple majority of the voting members.

5.2 Voting procedures

- 5.2.1 Motions which require Committee W action shall be decided by a simple majority vote among members attending the meeting at which the vote is taken.

**Article 6. Amendments and Ratification of Bylaws**

- 6.1 Any active member of Committee W may propose in writing an amendment to the Bylaws at a regularly scheduled meeting. If the members in attendance at the meeting vote to consider the amendment, it must be submitted for ratification at the next meeting. Ratification shall require a 2/3 affirmative vote of those active members attending the following meeting. Provisions may be made for absentee ballots for active members unable to attend the meeting.
- 6.2 Bylaws shall be ratified by a 2/3 affirmative vote of those active members attending the meeting following the distribution of bylaws as an email attachment, with provision for absentee ballots for active members requesting them.

Last revised:

## **D. Faculty Review Committee Bylaws and Procedures**

### **Article I. Membership of the Faculty Review Committee**

- 1.1 Membership of the Faculty Review Committee (FRC) shall be determined as set forth in the Agreement (3.3.6) between the AAUP/NMU Chapter (hereafter referred to as the Association) and Northern Michigan University Board of Trustees (hereafter referred to as the Board).
  - 1.1.1 Representation on the FRC shall consist of the following: two (2) members from the College of Arts and Sciences, one (1) from the College of Professional Studies, one (1) from either the College of Business or Academic Information Services, and three (3) at large members. Should there be no individual wishing to represent a particular college, that seat may be filled by a member elected at large. In addition, there shall be two (2) alternates who serve with voting privileges when regular members cannot be present at a meeting. Alternates may come from any college.
  - 1.1.2 Each member and alternate shall be from a different department.
- 1.2 Members and alternates shall be elected as provided for by the Association's Executive Committee
- 1.3 Officers
  - 1.3.1 The FRC shall elect its Chair, Vice-Chair, and Secretary from among its members.
  - 1.3.2 The Vice-Chair for a given year will become the Chair the following year.
- 1.4 Recall of the FRC as a whole can be accomplished by a two-thirds vote of the Association membership. Such a vote would be brought if the Association's Executive Committee, upon petition of one or more faculty members or on its own initiative, presents to the AAUP membership written evidence that the FRC has violated the Agreement between the Association and the Board or the FRC bylaws. If a recall is successful, the Association's Executive Committee shall immediately provide for the selection of a new FRC.

### **Article II. Faculty Review Committee Responsibilities**

- 2.1 The FRC shall meet during the fall and winter semesters of the academic calendar year to review promotion, tenure and sabbatical leave recommendations. Delays in processing any faculty member's recommendation documents and delays in decision making shall not impede the remaining work of the Committee.
  - 2.1.1 In the instance where a recommendation for promotion or tenure must be held over until a future time, the criteria for determining the decision shall be based upon the criteria in effect during the academic year of that recommendation.
- 2.2 The FRC shall review the bylaws and procedures of the College Advisory Councils (CAC) and inform each CAC in writing of any revisions in those bylaws deemed appropriate by the FRC, as provided for in Article 3 of the Agreement. This review is intended to assure that these bylaws are in conformance with the Agreement between the Association and the Board.
- 2.3 Procedures
  - 2.3.1 All procedural questions shall be determined by a simple majority of the voting members as defined in 1.1.1
  - 2.3.2 All promotion, tenure, or sabbatical leave recommendations shall be made by a simple majority of the regular committee members (or alternates as may be required).
  - 2.3.3 Any member or alternate of the FRC shall resign or take a leave of absence from the Committee, if serving on the AAUP Executive Committee. Faculty planning to submit an

application for promotion or tenure must resign during the year the application is being considered by FRC. Faculty planning to apply for sabbatical may either resign or take a leave of absence for the semester the sabbatical is considered by FRC.

- 2.3.4 A Committee member or alternate shall not be present, enter discussions about, vote on a promotion or tenure recommendation, or be privileged to committee decisions regarding applications if any of 2.3.5.1 through 2.3.5.4 apply:
  - 2.3.4.1 Personal involvement or prejudice, of which the majority of the rest of the Committee shall be the judge. (Any individual because of personal involvement may withdraw herself/himself from a given decision);
  - 2.3.4.2 If the decision to be made concerns a relative (such as someone related by blood or marriage up to and including parents, children, sisters, brothers, grandparents, aunts, uncles, nieces, nephews, or first cousins) or dependent or domestic partner as defined in the master Agreement.
  - 2.3.4.3 When having acted upon a given faculty member's promotion or tenure decision at the CAC level; or
  - 2.3.4.4 When deliberations concern a member of her/his own department.
- 2.3.5 A Committee member or alternate shall not be present, enter discussions about or rank a sabbatical application if any of 2.3.5.1 to 2.3.5.4 apply:
  - 2.3.5.1 Personal involvement or prejudice, of which the majority of the rest of the Committee shall be the judge. (Any individual because of personal involvement may withdraw herself/himself from a given decision);
  - 2.3.5.2 If the decision to be made concerns a relative (such as someone related by blood or marriage up to and including parents, children, sisters, brothers, grandparents, aunts, uncles, nieces, nephews, or first cousins) or dependents or domestic partners as defined by the AAUP Master Agreement;
  - 2.3.5.3 When having acted upon a given faculty member's sabbatical decision at the CAC level; or
  - 2.3.5.4 When deliberations concern a member of her/his own department.
- 2.4 Promotion and Tenure Review
  - 2.4.1 The FRC shall conduct a thorough review of the recommendations for promotion and tenure submitted by the deans or by appeal of the faculty member as specified in Article 5 of the Agreement. The purpose of this review shall be to ensure that the provisions of the Agreement between the Association and the Board are adhered to in each case as appropriate.
  - 2.4.2 Recommendations for promotion and tenure by the FRC shall be based on evidence of meeting the eligibility and judgmental (merit) criteria as set forth in Article 5 of the Agreement, departmental bylaws and CAC bylaws or procedures.
  - 2.4.3 Exceptions to the Eligibility Criteria set forth in Article 5 of the Agreement and/or the appropriate departmental bylaws shall be made only in cases allowed by the Agreement.
  - 2.4.4 Promotion recommendations shall be made independently of tenure recommendations.
  - 2.4.5 The faculty member's cumulative evaluation report and appropriate documentation shall form the basis for the FRC's review. The burden for the completeness of this

report is the responsibility of the faculty member and the departmental evaluation authority.

- 2.4.5.1 The cumulative evaluation report submitted to the FRC shall include such things as a detailed account of past accomplishments, improvements in performance, etc, with appropriate documentation
- 2.4.5.2 Convincing evidence shall be cited in the evaluation form to substantiate evaluative statements. This evidence shall be included as appropriate in the documentation accompanying the cumulative evaluation report. In the event that the FRC wishes to see any of this evidence which has not been included in the documentation accompanying the cumulative evaluation report, it shall request the faculty member to provide it (cf. section 2.4.7).
- 2.4.6 The FRC expects to receive copies of all documents produced in the course of the review of a faculty member's cumulative evaluation report (e.g., the written statement detailing the reasons for which a dean approved or rejected a promotion recommendation).
- 2.4.7 In instances where the FRC determines that it needs clarification of a written document in support of a faculty member for promotion and/or tenure, the FRC shall notify all appropriate parties (the individual, departmental head, departmental evaluation authority, the CAC, and the dean) of the specific aspect to be clarified. The FRC will need that written clarification within ten (10) calendar days of the dated FRC request. Questions as to whether such a request involves clarification or new material will be resolved according to Article 5 of the Master Agreement.
- 2.4.8 All promotion and tenure recommendations forwarded to the Provost and Vice President for Academic Affairs shall be in the form of a definitive recommendation for promotion or tenure, not in the form of a ranking.
- 2.4.9 Committee members shall maintain confidentiality regarding the content of a faculty member's cumulative evaluation report and the details of their deliberations on individual promotion and tenure cases. The nature of this confidence allows FRC to explain the reasons for the FRC's recommendation to any of the parties directly involved in a promotion or tenure decision.
- 2.4.10 For faculty not recommended for promotion or tenure, the FRC shall provide a written statement of the specific reason(s) for its decision as required by Article 5 of the Agreement. Faculty recommended for tenure and/or promotion shall also be notified of the FRC's decisions in their cases.
- 2.4.11 In instances where the FRC has determined that it will not recommend promotion or tenure for a faculty member, that faculty member may request in writing a meeting with the FRC. In the request the faculty member shall specify those parts of the FRC's statement of reasons which he or she wishes to be clarified. The FRC shall arrange a meeting of reasonable length (as determined by the FRC) between the faculty member and the FRC. This meeting is not an appeal process. Subsequently, the faculty member may wish to appeal the FRC's recommendation to the Provost and Vice President for Academic Affairs in accordance with Article 5 of the Agreement.
- 2.4.12 A decision by the FRC not to recommend the faculty member shall not prejudice the faculty member in subsequent recommendations or evaluations.

- 2.4.13 In instances where the FRC overrules the recommendation of a dean, the specific reasons for this decision shall be communicated in writing to the dean, and a copy of this letter shall be sent to the appropriate faculty member.
- 2.4.14 The FRC shall consult with the Provost and Vice President for Academic Affairs prior to his/her determination of recommendations he/she will make to the President and the Board in accordance with Article 5 of the Agreement.
- 2.4.15 The FRC shall review the reasons given by the Provost and Vice President for Academic Affairs in those cases where his/her decision departs from the recommendation of the FRC.
- 2.5 Sabbatical Leaves
  - 2.5.1 Sabbatical applications must be submitted on Association approved forms. Eligibility guidelines and requirements for sabbatical leaves shall be in accord with Article 8 of the Agreement.
  - 2.5.2 The FRC shall first rank-order the sabbatical leave applications and recommend the allocation of available sabbatical funds, and forward these recommendations to the Provost and Vice President for Academic Affairs in accordance with Article 8 of the Agreement. The criteria used shall be in accordance with Article 8 of the Agreement.
  - 2.5.3 The FRC shall be provided with a copy of all sabbatical leave reports for review as stipulated in Article 8 of the Agreement.
- 2.6 FRC Reports
  - 2.6.1 Following the FRC's determination of its recommendations for sabbatical leaves, the FRC shall communicate in writing to the Association the names of those faculty members recommended and the number of applications for sabbatical leave received by the FRC. This same report shall be submitted to the Association at the same time as its recommendations of rankings to the Provost and Vice President for Academic Affairs as stipulated in the Agreement.
  - 2.6.2 Following the FRC's determination of its recommendations for promotion and tenure, the FRC shall communicate in writing to the Association and the Provost and Vice President for Academic Affairs, the names of those recommended for tenure and the names of those recommended for promotion by rank. This report shall include the total number of applicants for promotion to each rank and the total number of applicants for tenure. This report shall also include an account of the positive and negative recommendations made by the lower review bodies for each rank and tenure.
  - 2.6.3 Nothing in section 2.6 shall be taken to conflict with the confidentiality requirements established in section 2.4.9 of these bylaws.

### **Article III. Amendments**

- 3.1 Any amendments of the bylaws shall require approval by no less than two-thirds of the total membership (regular and alternate members) of the Committee. If the FRC decides to amend its bylaws, it shall submit the proposed changes to the Association and the Provost and Vice President for Academic Affairs for approval. Any changes in subsequent contracts between the Association and the Board shall be reflected in the bylaws used by the FRC. The FRC shall not modify its bylaws once it has started reviewing recommendations and appeals for promotion and tenure for that particular academic year.

#### **Article IV. Ratification and Approval**

- 4.1 These bylaws shall become operating procedures for the FRC following approval by no less than two-thirds of the members (including alternates) and subsequent approval from the Association and the Provost and Vice President for Academic Affairs.

Last revised: 17 February 2011.

## SECTION 4: EXECUTIVE COMMITTEE POLICIES AND PROCEDURES

### A. Executive Officer Duties and Functions

The following is a nonexclusive list of duties and functions which may be amended at any time to meet the conditions and exigencies of the Chapter. These duties are in addition to the constitutional duties listed in Article IV of the Chapter Constitution.

#### **President**

- Representing the Chapter in all communication with administration related to Chapter business.
- Supervising the clerical/technical staff of the AAUP/Academic Senate office, including workload prioritization, annual evaluations and general supervision.
- Meeting regularly with the University President, Provost/Vice President of Academic Affairs, campus union leaders and others to discuss issues and areas of concern.
- Serving on Academic Senate (ex officio) and on the Senate Executive Committee.
- Serving on other university task forces and committees as needed.
- Attending and presenting at Board of Trustee meetings.
- Maintaining contact with the Marquette Labor Council.
- Maintaining contact with the Michigan Conference Executive Director and Board.
- Organizing Chapter meetings.
- Maintaining office hours in the AAUP Chapter office.
- Writing letters documenting the service to the Chapter service by AAUP members.
- Updating policy and procedures as needed.

#### **Vice-President**

- Fulfilling the duties of the President if and when the President is unavailable.
- Special projects as directed by the Executive Committee.
- Serving on special university task forces and committees as directed by the EC and President.
- Other assignments as determined in consultation with the President
- Updating policy and procedures as needed.
- Attending meetings of the Executive Committee.
- Serving on Faculty Council

#### **Secretary**

- Taking minutes at all Executive Committee, Faculty Council, and Chapter meetings.
- Preparing and distributing draft and approved minutes to members of the relevant body in accordance with Chapter policies.
- Coordinate records management with Executive Committee officers, clerical/technical staff and the University archivist in accordance with Chapter policies to maintain copies of all official chapter documents.
- Updating policy manual as approved by the Executive Committee
- Attending meetings of the Executive Committee.
- Serving on Faculty Council



### **Treasurer**

- Securing annual salary, faculty employee data, and copies of contracts from the administration (including terms, transfers, continuing, and adjuncts).
- Calculating and processing faculty memberships and annual dues letters, including "conscientious objectors" notification.
- Recommendations to the Executive Committee for the investment of funds not immediately needed to cover ordinary expenses.
- Coordinate financial records management with office staff, bookkeeper, and Chapter Historian.
- Managing the Chapter budget and finances, and reporting on the financial status of the Chapter at each EC meeting.
- Presenting to the Chapter an annual financial report of income, expenses and investments
- Filling out and submitting all required tax forms and employment forms with governmental bodies before the due dates.
- Coordinating with the hired accounting firm of the Chapter.
- Attending meetings of the Executive Committee.
- Serving on Faculty Council

### **Contract Officer**

- Managing grievance protocols in accordance with direction of the EC.
- Assisting with appeals and arbitration proceedings.
- Dispute mediation between faculty and administration.
- Overseeing faculty salaries, including inversion and compression issues and committees.
- Reporting on relevant contractual issues at each EC meeting.
- Serving on the EPC.
- Serving on the Contract Proposal Development Team.
- Meeting regularly with the University Provost/Vice President for Academic Affairs, campus union leaders and others to discuss issues and areas of concern
- Serving on special university task forces and committees as directed by the EC and President.
- Organizing informational workshops and seminars for members.
- Maintaining office hours in the AAUP Chapter office.
- Attending meetings of the Executive Committee.
- Serving on Faculty Council.

### **Information Officer**

- Gathering information on the activities of the Chapter and reporting the same to the Chapter membership in regular issues of AAUP UPDATE.
- Preparing AAUP UPDATE in consultation with the President and Executive Committee.
- Preparing press releases and other communications that represent the Chapter to the campus community and external constituents.
- Coordinating with webmaster in the management of the Chapter webpage, nmuaaup.org.
- Periodic surveys of the membership as directed by the EC.

- Attending meetings of the Executive Committee.
- Serving on Faculty Council

#### **Data Analyst**

- Obtaining and analyzing data from HEIDI, Academe, internally generated data, and other relevant sources.
- Preparing reports as requested by the President, Contract Officer, and Executive Committee
- Reporting to the faculty regarding trends and issues supported by the data.
- Preparing data to support negotiations.
- Serving on EPC.
- Serving on special university task forces and committees as directed by the EC and President.
- Attending meetings of the Executive Committee.
- Serving on Faculty Council.

#### **Constituent (College) Representatives**

- Raising issues and concerns raised by constituent members of their division.
- Attending meetings of the Executive Committee.
- Serving on Faculty Council

#### **Chairs of NMU-AAUP Standing Committees**

- Raising issues and concerns raised by constituent members of their subcommittee.
- Attending meetings for the Executive Committee.
- Serving on Faculty Council.
- Supplies minutes and relevant reports to Executive Committee.

## B. Compensation Rates, Payment Dates and Reassigned Time

### 1. Compensation rates

- a. Executive Officer compensation is defined in the Chapter Constitution. Current rates are listed in the following table. Please refer to the Chapter Constitution regarding which positions are elected and which are appointed.

<b>Position</b>	<b>Total Credit Hour Compensation Value</b>	<b>Total Dollar Value</b> Based on summer pay in MA 2021-2026
*President	4 credit-hour pay + 16 hours reassigned time	\$8200 (+16 credit hours)
*Vice President	2 credit-hour pay	\$4100
*Secretary	2 credit-hour pay	\$4100
*Treasurer	2 credit-hour pay	\$4100
*Contract Officer	4 credit-hour pay + 16 hours reassigned time	\$8200 (+16 credit hours)
*Information Officer	2 credit-hour pay	\$4100
*Data Analyst	2 credit-hour pay	\$4100
College Reps.	None	\$0
Committee Chairs	None	\$0

\*Executive Committee Officers

- b. Contract Proposal Development Team, Chief Negotiator, and Negotiating Team
  - i. Members of the Contract Proposal Development Team, including the Chief Negotiator, are paid the equivalent of 2 credit hours of summer pay.
  - ii. During contract negotiations, the Chief Negotiator is paid the equivalent of 6 credit hours of summer pay.
  - iii. Members of the Negotiating Team are paid the equivalent of 4 credit hours of summer pay
  - iv. The Data Analyst, if not a member of the Negotiating Team, is paid the equivalent of 4 credit hours of summer pay
  - v. Additional pro-rated compensation may be granted if negotiations begin prior to Winter Semester and/or go beyond 30 June.

### 2. Compensation payment dates

- a. For Executive Officers other than the President and the Contract Officer, namely the Vice President, the Secretary, the Treasurer, the Information Officer, and the Data Analyst: 01 December and 30 April
- b. For the President and the Contract Officer: 01 June and 31 August
- c. For the Contract Proposal Development Team, including the Chief Negotiator: 30 September and 31 December
- d. For the Chief Negotiator and Negotiating Team members: 31 March and 30 June

3. Reassigned Time
  - a. Constitution states the following about reassigned time: “Union officers who receive reassigned time for their service cannot take it as an overload or banked credit except under special circumstances authorized by Executive Committee vote.” (IV, C)
    - i. “Special circumstances” defined:
      1. Reassigned time for EC officers is intended to be used to reduce teaching loads only to provide officers with sufficient time to attend to union duties. Reassigned time may not be taken as overload pay or banked for future use. However, if a department head needs an EC officer to teach additional courses, a letter from the department head shall be provided explaining the circumstances. In such cases, if approved by the EC, reassigned time shall be granted as overload pay, but cannot be used as banked time.

## **C. Appointed Positions**

1. Appointments to union positions (Contract Officer, Information Officer, Data Analyst)
  - a. When one of these positions becomes open, or up for renewal, the membership shall be informed via email 30 days before the appointment period begins.
  - b. Candidates shall submit a summary of their qualifications within a two-week period.
  - c. Interviews shall be conducted by the Executive Committee. Discussions about candidates and vote tallies are confidential.
  - d. Voting for Executive Committee appointed positions shall be conducted by secret ballot. Proxy voting is not allowed.
  - e. When voting for multiple candidates, the candidate with the majority of votes shall be the winner. If no candidate receives a majority vote, a runoff will occur between the top two vote recipients, and the candidate receiving a majority of votes will be declared the winner.
  - f. A tabled vote that is not resolved by the end of the same EC meeting is void.
2. Appointments to University Committees
  - a. When the union is asked to recommend or to appoint representatives to university-wide committees, the membership shall be notified as discussed above.
  - b. Candidates shall submit their names along with a brief statement of their qualifications for and interest in the position.
  - c. Discussions of candidates shall remain confidential.
  - d. Voting shall be conducted *viva voce* unless otherwise decided by the EC.
  - e. The candidate with majority support shall be appointed. If no candidate receives a majority vote, the procedure shall be the same as indicated above for appointed positions within the union (i.e. secret ballot, run-off if necessary).

## **D. Meetings, Minutes and Attendance Policy**

1. Meetings
  - a. Executive Committee meetings are open by request to the Chapter President. Visitors cannot contribute to EC discussions unless recognized by the President. Because of the

sensitive nature of information discussed during some parts of meetings, the Executive Committee can vote to go into closed session.

- b. Discussions during Executive Committee meetings are confidential.
2. Minutes
    - a. Draft minutes shall be distributed or made available to the relevant membership prior to the subsequent meeting of that body according to the following schedule:
      - i. Executive Committee: at least 24 hours;
      - ii. Faculty Council: at least 24 hours;
      - iii. Chapter Meeting: at least 48 hours
    - b. Approved minutes shall be made available to the relevant membership within 2 weeks of their approval
    - c. Any minutes regarding confidential issues shall be kept but not open to general membership
  3. Attendance policy
    - a. Representatives of the Executive Committee, EPC, and Faculty Council are expected to attend all their respective Committee meetings. Action regarding excessive unexcused inactivity is the responsibility of the Executive Committee. Guidelines regarding attendance at Executive Committee is found in Article IV of the Chapter Constitution.

## **E. Document Management**

1. Official documents of the Chapter will be available to the membership for 5 years.
  - a. One hard copy of official documents must be maintained in the Chapter offices.
2. Official documents older than 5 years will be sent to the NMU Archives.
3. Depository Agreement between NMU and the NMU-AAUP:  
*## Agreement begins here ###*

### **DEPOSITORY AGREEMENT**

Between

**NORTHERN MICHIGAN UNIVERSITY**

and the

**NORTHERN MICHIGAN UNIVERSITY CHAPTER OF THE  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

#### **I. Purpose**

The Collection Development Policy and Procedures for the Central Upper Peninsula and Northern Michigan University Archives (hereafter referred to as Depository) provides for the deposit of historical records if the material deposited is useful to the University and the region within the Archives collection scope. Historical information and materials created by the NMU chapter of the American Association of University Professors (hereafter referred to as Depositor) will support the undergraduate and graduate degree programs offered by Northern Michigan University and add to the scope and content of collections maintained by the University Archives.

#### **II. Title to Records**

Title to the records shall remain in the possession of the Depositor. However, the parties to this agreement shall review its terms within ten years of signing.

### **III. Copyright Statement**

The Depositor retains all copyrights which it has in the materials, including all publications.

### **IV. Statement on Restrictions to Access**

Records on deposit will be immediately available for research unless specified below. The depositor and Depository will review restrictions annually and open to the public those records which, because of the passage of time or other circumstances, no longer require such restrictions.

#### **1. Grievance Records**

Grievance records are restricted from public access for 30 years following resolution of the grievance. Access to specific grievances prior to completion of the 30 year period may be granted by the AAUP Executive Committee for scholarly research. The University Archivist has authority to lift restriction to public access at completion of the 30 year period.

#### **2. Employee Records**

Employee records are restricted from access. The AAUP Executive Committee may grant access for scholarly research.

#### **3. Contract Negotiation Records**

Contract Negotiation Records are restricted from public access for 3 years or the life of the negotiated contract.

### **V. Responsibilities of the Depository**

The Depository shall have the following responsibilities under this Agreement:

1. Maintain on deposit historical records and materials owned by the Depositor;
2. Provide all necessary storage space with proper shelving in a structure that has adequate protection against fire and theft;
3. Make the deposit of records accessible and available to the general public without any user fees, except for reproduction, and with any forms of restricted access other than those required by this agreement;
4. Give the records placed on deposit the same protection, care, and treatment as is given to its own holdings.
5. Submit a brief annual report to the executive committee of the NMU-AAUP describing the condition of the deposited collection and giving an account of the use of the collection during the preceding 12 months;
6. The Depository will not be liable for any accidental damage to the records.

**VI. Responsibilities of the Depositor**

The Depositor shall have the following responsibilities under this Agreement:

1. With assistance from the University Archivist, determine and select those records which possess sufficient archival value to warrant preservation at the Depository;
2. Provide for the transfer of all such records to the Depository;
3. Reimburse the Depository for all supplies needed in the processing of the deposited records;
4. Should the Depositor unilaterally withdraw the records, the depositor will reimburse the depository for all costs including transfer, supplies and services, and storage outstanding at the time of withdrawal or termination of the agreement.

**VII. Amendment or Termination**

The parties may amend this Agreement at any time by mutual consent. All amendments must be in writing.

Either party may terminate this Agreement by giving written notice to the other party not less than three months prior to the date of intended termination. Upon termination of this Agreement, the Depository shall transfer all records in its possession to the NMU-AAUP.

**VII. Signatories**

The signatories warrant that they are authorized to execute this Agreement on behalf of their respective agencies.

**NMU-AAUP**

**Northern Michigan University**

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**### END OF AGREEMENT ###**

## **F. Executive and University-wide Committees Appointment Process**

1. Executive Committee Appointments (Contract Officer, Information Officer and Data Analyst)
  - a. When one of these positions becomes open, or up for renewal, the membership shall be informed via email 30 days before the appointment period begins.
  - b. Candidates shall submit a summary of their qualifications within a two-week period.
  - c. Interviews shall be conducted by the Executive Committee. Discussions about candidates and vote tallies are confidential (EC Minutes 13 Feb 2006).
  - d. Voting for Executive Committee appointed positions shall be conducted by secret ballot. Proxy voting is not allowed.
  - e. When voting for multiple candidates, the candidate with the majority of votes shall be the winner. If no candidate receives a majority vote, a runoff will occur between the top two vote recipients, and the candidate receiving a majority of votes will be declared the winner (EC minutes 13 Feb 2006).
  - f. A tabled vote that is not resolved by the end of the same EC meeting is void (EC minutes 13 Feb 2006).
2. Appointments to university-wide committees
  - a. When the union is asked to recommend or to appointed representatives to university-wide committees, the membership shall be notified as discussed above.
  - b. Candidates shall submit their names along with a brief statement of their qualifications for and interest in the position.
  - c. Discussions of candidates shall remain confidential.
  - d. Voting shall be conducted *viva voce* unless otherwise decided by the EC.
  - e. The candidate with majority support shall be appointed. If no candidate receives a majority vote, the procedure shall be the same as indicated above for appointed positions within the union (i.e. secret ballot, run-off if necessary).

## **G. Executive and University-wide Committees Appointment Process**

1. Given that NMU owns nmu.edu, the Executive Committee shall not formally discuss or conduct official business, including voting, via email.
  - a. Exception
    - i. Some time-sensitive (non-voting) issues and announcements might necessitate the use of nmu.edu

## **H. Memoranda of Understanding Process**

Memoranda of Understanding (MOU) must be distributed electronically at least 72 hours before being presented to the Executive Committee in the form of a motion. All such motions shall require a reading at an Executive Committee meeting before a vote can be taken. Adoption of the motion language of the MOU requires a simple majority vote of the Executive Committee members in attendance.

## **I. Petty Cash**

The NMU-AAUP office maintains a \$100 petty cash fund under the supervision of the Chapter President. (EC minutes 26 Jan 2009)



**J. Election Results Notification**

1. Must include:
  - a. The votes received by each nominated candidate; (EC minutes 08 July 2008)
  - b. Any write in candidate receiving 10 or more votes must also be listed with the number of votes they received;
  - c. The number of write-in candidates not receiving 10 votes must be given along with the aggregate number of write-in votes for those candidates.
  - d. It is the responsibility of the Election Committee to notify candidates of the election outcome.

**K. Website Content and Upkeep**

1. The Chapter website falls under the purview of the Executive Committee.
2. Website content is managed by the President and Information Officer in consultation with the Executive Committee.
3. Chapter members are encouraged to submit manuscripts for publication into the newsletter or website. Any submissions for publication would be approved by the Executive Committee.

**L. Funds for Standing Committees**

1. Each Standing Committee has an annual discretionary fund of \$500 available from the NMU-AAUP budget to be used for its projects and programs.
  - a. Use of its fund must be consistent with both the purpose of that Standing Committee and the goals of the Chapter as determined by the Executive Committee.
  - b. A Standing Committee may use its funds by submitting a budget to the Executive Committee for approval.
2. Monies in addition to the annual discretionary fund may be allocated by the Executive Committee.
3. Residual balances in annual discretionary funds of the Standing Committees do not carry over from one fiscal year to the next.

**M. Staff Evaluation Process**

Support staff working for the NMU-AAUP will be evaluated on an annual basis by the Chapter President with input provided by those working directly with support staff including but not limited to the Contract Officer, Vice President, Treasurer, Information Officer and Chair of the Academic Senate.



**NORTHERN MICHIGAN UNIVERSITY  
SERVICE STAFF EVALUATION REPORT**

**Period of Review: July 1, 20\_\_ to June 30, 20\_\_**

**(Alternate Period: \_\_\_\_\_ to \_\_\_\_\_)** Alternate periods are only acceptable for probationary employees or with the approval of the Director of Human Resources.

**Name:** \_\_\_\_\_ **IN-**

**Number:** \_\_\_\_\_ **-**

Title: \_\_\_\_\_ Unit/Dept.: \_\_\_\_\_

Supervisor: \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETION

To be used for the following employee groups:

- Technical & Office Professional Staff (TOPS) Represented by UAW Local 1950
- AFSCME Represented by AFSCME Local 1094 (Dining Service, Maintenance, Police Officers)

Directions to the Appraising Supervisor:

1. Review performance evaluation instructions provided on the Human Resources web page.
2. Evaluate employee by completing the evaluation form.
3. Meet with the staff member, review the final form, and give it to the staff member for signature indicating the form has been reviewed with the staff member.
4. Send the review form through the supervisory chain to your Executive or Senior Management member or designee for signature.
5. The Executive or Senior Management member or designee will return the form to the reviewing supervisor for distribution of a copy to the employee and the original to the Human Resources Department.

Rating Categories:

- **EXCEPTIONALLY EFFECTIVE:** “Exceptionally Effective” should be used only for those employees who consistently go above and beyond what is expected of them, and demonstrate “exceptional” performance across all dimensions.
- **HIGHLY EFFECTIVE:** “Highly Effective” recognition levels should be used for those employees who do a great job and also perform above and beyond in some categories.
- **EFFECTIVE:** “Effective and Competent” assessments are for those employees who fulfill all the expectations of the job and do not require additional oversight or guidance.
- **LESS THAN EFFECTIVE:** “Less than Fully Effective” outcomes are for those employees who do not meet all expectations of the job, or who require a higher-than-expected level of managerial oversight. A corrective action plan must be developed immediately.
- **UNSATISFACTORY:** “Unsatisfactory” ratings are for those employees who require immediate corrective action to maintain future employment at the university. The performance improvement plan should establish satisfactory work contributions that must be maintained.

Deadlines:

**Annual performance reviews are due in the Human Resources Department no later than July 30 of each calendar year.**

**RATINGS FACTORS:** Indicate your rating by considering how this employee is performing on the job. For each category, place a check.

Employee has been under my supervision to short a period of time for me to give a fair evaluation. I will stop at the Human Resource Department at a later date and complete this evaluation.

	Exceptionally Effective	Highly Effective	Effective and Competent	Less than Fully Effective	Unsatisfactory
1. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quantity of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Knowledge of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Meeting Expectations – Work Schedules, Deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Interpersonal Relationships Affecting Job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Initiative Displayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. Comments: Other factors, including attendance.

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**OVERALL EVALUATION OF PERFORMANCE IN PRESENT POSITION**

Exceptionally Effective	Highly Effective	Effective/Competent	Less than Fully Effective	Unsatisfactory
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	4	3	2	1

SUPPORTIVE COMMENTS: (Must be completed for 1, 2 and 5 evaluations, giving specific facts, weaknesses/achievements)

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**RECOMMENDATIONS FOR DEVELOPMENT. Define Goals; Tie in "Road Map to 2015" Initiatives:**

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**IMMEDIATE SUPERVISOR**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD OR OTHER EVALUATOR**

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

This evaluation report has been reviewed by me and I make the following Comments:

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**EMPLOYEE SIGNATURE** \_\_\_\_\_ **Date**

\_\_\_\_\_

## SECTION 5: EDUCATIONAL POLICY COMMITTEE (EPC)

### A. Mission and Responsibilities

The Educational Policy Committee (EPC) is comprised of fourteen members of which seven are faculty and seven are members of the administration. The responsibilities of the EPC shall include advising the Provost and Vice President for Academic Affairs and keeping the Association informed:

- On mission statements,
- On short- and long-term academic program planning for the University,
- And on financial considerations attendant to implementation of new programs such as majors and minors.

In particular, the above-described responsibilities of the EPC shall include concern with and making recommendations on such matters as:

- enrollment patterns and projections,
- the allocation of budget for the support of academic programs,
- the generation of credit hours within colleges and academic departments,
- and staffing requirements within colleges and academic departments.

The three principle responsibilities include (<http://www.nmu.edu/EPC>)

#### 1. Academic Planning

The Educational Policy Committee and the Academic Senate provide the cornerstones for shared governance at Northern Michigan University. The Academic Senate is primarily concerned with the curriculum whereas the Educational Policy Committee as a broader mandate to advise the Faculty and Administration on a range of issues from long- and short-term planning to staffing to the allocation of academic resources.

#### 2. Review Curricular Resource Needs

Curriculum proposals approved by the Academic Senate that will require additional support are referred to the Educational Policy Committee. In particular, when recommendations of the Academic Senate would result in an addition or reduction in faculty, whether adjunct, term, or tenure track, the recommendations must be submitted to EPC as well.

#### 3. Review Major Program Changes

Recommendations for curriculum or academic program changes, which entail or would result in reductions or reallocations of existing academic positions and/or programs for reasons other than financial exigency, must be submitted to the EPC for review.

The EPC plays a pivotal role regarding Article Seven of the Master Agreement. For further information refer to Article VII of the Master Agreement.

## SECTION 6: FACULTY COUNCIL

### A. Duties and Functions

1. The Faculty Council serves a crucial function linking union leadership with the membership. It is an advisory body to the Executive Committee and cannot overrule Executive Committee decisions. However, Faculty Council concerns shall receive adequate time for discussion and respectful consideration from the Executive Committee.
2. Each academic unit shall be entitled to one representative.
3. Faculty Council representatives shall be Active Members of NMU-AAUP and nominated and elected by eligible voters of the academic unit. All faculty ranks are eligible to serve.
4. The Chair of the Faculty Council shall be the AAUP President or Executive Committee designee.
5. The Faculty Council shall meet monthly during the academic year. In the year leading up to and during contract negotiations, the Faculty Council shall meet at least bimonthly.
6. The Faculty Council may develop its own operating procedures as long as they do not contravene the constitution.
7. The Faculty Council may establish ad hoc working committees subject to the approval of the Executive Committee.
8. Duties of the Faculty Council
  - a. Representatives shall be familiar with the current contract, as well as [Chapter and National] AAUP policies and procedures
  - b. Representatives shall discuss issues affecting faculty welfare both within and outside the bargaining process.
  - c. Representatives will report regularly to their departments/units on matters discussed by the Council and solicit faculty input through discussions, surveys, or votes of their department/unit.
  - d. Representatives will meet with prospective faculty to inform them about the union and the benefits of joining a unionized faculty body. When new hires are made, the Faculty Council representative of the department/unit will contact the new faculty member to reinforce the importance of active union involvement and to encourage the new faculty member to attend the first general meeting of the union.
  - e. Contract Negotiations
    - i. The Faculty Council shall solicit information from their departments/units about issues and terms to be sought in the contract during negotiations.
    - ii. The Faculty Council shall meet regularly with the Contract Proposal Development team regarding issues and contract language to be sought or modified in the contract during negotiations.
    - iii. During contract negotiations, the Faculty Council shall meet regularly with the Negotiating Team to discuss bargaining proposals, strategies, progress, make recommendations, and generally assist in the entire process up to and including the ratification of a satisfactory contract.
    - iv. Faculty Council representatives shall keep the members of their departments/units informed as to the progress of negotiations. The type of information and method of

transmission (e.g. hard copy, electronic) will be determined by the Faculty Council in consultation with the Chief Negotiator.

- f. If a Faculty Council representative is unable to fulfill these duties, or has more than three (3) unexcused absences from regularly scheduled meetings, the President will contact the academic unit to request a replacement.

**Sample letter to faculty council member**

(Date)

(Name)

(Dept)

Northern Michigan University

Dear

You may wonder what you are expected to do as a member of the Faculty Council. Simply stated,

1. You represent your departmental faculty colleagues at meetings of the Faculty Council
2. You consult with your departmental faculty colleagues on issues being discussed by the Faculty Council
3. You inform your department faculty colleagues on what occurs at the Faculty Council meetings
4. New faculty members, in your department, are encouraged to talk to you as a contact for the AAUP NMU Chapter.
5. If faculty members, in your department, have concerns you should bring them forward to the leadership of the AAUP NMU Chapter.

Thank you for agreeing to serve on the Council as your department representative.

Sincerely,

President, AAUP NMU Chapter



## SECTION 7:

### MEETING PROCEDURES FOR CHAPTER COMMITTEES AND EVENTS

#### A. Parliamentary Procedure and Motions based on Robert's Rules of Order

See, e.g. <http://goldenlakesvillage.wordpress.com/2011/07/26/friendly-short-summary-of-roberts-rules-of-order-an-official-one-page-summary/>

- What is parliamentary procedure?  
It is a set of rules for conduct at meetings, that allows everyone to be heard and to make decisions without confusion.
- Why is parliamentary procedure important?  
Because it's a time-tested method of conducting business at meetings and public gatherings. It can be adapted to fit the needs of any organization. Today, Robert's Rules of Order newly revised is the basic handbook of operation for most clubs, organizations and other groups. So, it's important that everyone know these basic rules!
- Organizations using parliamentary procedure usually follow a fixed order of business. Below is a typical example:
  1. Call to order.
  2. Roll call of members present.
  3. Reading of minutes of last meeting.
  4. Officers reports.
  5. Committee reports.
  6. Special orders-important business previously designated for consideration at this meeting.
  7. Unfinished business.
  8. New business.
  9. Announcements.
  10. Adjournment.
- This method used by members to express themselves is in the form of moving motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:
  1. Call to order.
  2. Second motions.
  3. Debate motions.
  4. Vote on motions.
- There are four basic types of motions:
  1. Main motions  
The purpose of a main motion is to introduce items to the membership for their consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.
  2. Subsidiary motions  
Their purpose is to change or affect how a main motion is handled, and is voted on before a main motion.

3. Privileged motions
 

Their purpose is to bring up items that are urgent about special or important matters unrelated to pending business.
  4. Incidental motions
 

Their purpose is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.
- How are motions presented?
    1. Obtaining the floor
      - a. Wait until the last speaker has finished.
      - b. Rise and address the Chairman by saying, “Mr./Ms. Chairman”, or “Mr./Ms President”.
      - c. Wait until the Chairman recognizes you.
    2. Make your motion
      - a. Speak in a clear and concise manner.
      - b. Always state a motion affirmatively. Say, “I move that we ...” rather than, “I move that we do not ...”
      - c. Avoid personalities and stay on your subject.
    3. Wait for someone to second your motion
    4. Another member will second your motion or the Chairman will call for a second.
    5. If there is no second to your motion it is lost.
    6. The Chairman states your motion
      - a. The Chairman will say, “it has been moved and seconded that we ...” thus placing your motion before the membership for consideration and action.
      - b. The membership then either debates your motion, or may move directly to a vote.
      - c. Once your motion is presented to the membership by the chairman it becomes “assembly property”, and cannot be changed by you without the consent of the members.
    7. Expanding your motion
      - a. The time for you to speak in favor of your motion is at this point in time, rather than at the time you present it.
      - b. The mover is always allowed to speak first.
      - c. All comments and debate must be directed to the chairman.
      - d. Keep to the time limit for speaking that has been established.
      - e. The mover may speak again only after other speakers are finished, unless called upon by the Chairman.
    8. Putting the question to the membership
      - a. The chairman asks, “Are you ready to vote on the question?”
      - b. If there is no more discussion, a vote is taken.
      - c. On a motion to move the previous question may be adapted.

- Voting on a motion
 

The method of vote on any motion depends on the situation and the bylaws of policy of your organization. There are five methods used to vote by most organizations, they are

  1. By voice
 

The Chairman asks those in favor to say, “aye”, those opposed to say “no”.  
Any member may move for an exact count.
  2. By roll call
 

Each member answers “yes” or “no” as his name is called. This method is used when a record of each person’s vote is required.
  3. By general consent
 

When a motion is not likely to be opposed, the Chairman says, “if there is no objection ...” the membership shows agreement by their silence; however, if one member says, “I object” the item must be put to a vote.
  4. By division
 

This is a slight verification of a voice vote. It does not require a count unless the Chairman so desires. Members raise their hands or stand.
  5. By ballot
 

Members write their vote on a slip of paper, this method is used when secrecy is desired.
- There are two other motions that are commonly used that relate to voting
  1. Motion to table
 

This motion is often used in the attempt to “kill” a motion. The option is always present, however, to “take from the table” for reconsideration by the membership.
  2. Motion to postpone indefinitely
 

This is often used as a means of parliamentary strategy and allows opponents of a motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.
- Parliamentary procedure is the best way to get things done at your meetings. But, it will only work if you use it properly.
  1. Allow motions that are in order.
  2. Have members obtain the floor properly.
  3. Speak clearly and concisely.
  4. Obey the rules of debate.

## **B. Meeting minutes criteria based on Robert’s Rules of Order**

(adapted from [[http://www.arara.org/3\\_2\\_Minutes.pdf](http://www.arara.org/3_2_Minutes.pdf)])

### **What to include**

Robert's Rules of Order, a manual for running nonprofit organizations, explains that minutes are a record of what was done at the meeting, not what was said. At a minimum, minutes should include:

1. Name and kind of meeting. Is it a regular board meeting, an annual meeting, a meeting of the housing committee or a special meeting. If it is a special meeting, attach a copy of the meeting notice given to members.
2. Date, place, and time that the meeting began and ended.
3. Names of the chair and secretary or their substitutes.

4. Names of voting members attending and whether a quorum was present. You may circulate a sign-in sheet and attach it to the minutes.
5. Names of guests and their subject matter.
6. Whether minutes from the previous meeting were approved or corrected.
7. Motions made. You must record
  - a. the exact wording of the motion
  - b. who made the motion
  - c. the result of the vote
8. Reports. Record the name of the report, the name of the member presenting it, and any action taken on the report. If the report was in writing, attach it, or tell where it may be found. An oral report may be summarized briefly.
9. Other actions, assignments and deadlines, resolutions, and recommendations can be briefly recorded.
10. Secretary's signature once the minutes have been approved.

### **Summarizing Discussions**

Some boards may opt to go beyond the basics and include additional items. For example, a summary of a discussion can give a more complete picture of the meeting. This can be helpful to members who could not attend the meeting and to those looking back at the historical record of the organization. Summaries, if included in the minutes, should be balanced and include major opposing viewpoints, even if they are not adopted.

### **What to leave out**

The minutes are a factual record of business. Do not include

- Opinions or judgements  
e.g. leave out statements like “a well done report” or “a heated discussion”
- Criticism or accolades  
Criticism of members, good or bad, should not be included unless it takes the form of an official motion. Thanks or expressions of appreciation should only be included if there was a clear consensus of meeting participants. (For example, by applause.)
- Discussion  
If the organization has opted to include discussion summaries, do not personalize it by recording the views of individuals
- Extended rehashing of reports  
Just hit the highlights or key facts, particularly if a written report is attached.

### **Approving the minutes**

Minutes do not become official until they are read and approved by formal vote. They should be read by the Secretary at the next regular meeting. The Chair then asks for corrections and additions, and calls for a vote.

Members may agree to skip reading the minutes aloud if members have had enough advance time to read them. Send a draft of the minutes to members before the meeting. This is a good way to save time, while also helping members prepare for the meeting.

### **Confidential items**

Occasionally a meeting calls for confidentiality, such as when sensitive personnel matters are being handled. In that case, the board may vote to go into executive session, restricting participation to members and invited guests only. The minutes of an executive session are read and approved only by those members attending the executive session. If they wish, the participants may opt to make the minutes available to all members, but the discussion must remain confidential. Executive session minutes are kept separate from regular minutes.

## SECTION 8: ANNUAL TIMELINE FOR CHAPTER BUSINESS AND EVENTS

### A. Overview

The Executive Committee and Educational Policy Committee generally meet seven times per semester. The Executive Committee also meets at least once a month during the summer (May, June, July and August). The Faculty Council generally meets once a month during the semester and more often (about every other week) during a negotiation year. There are a minimum of two Chapter meetings a year. The fall chapter meeting is held in August on the Wednesday prior to the beginning of classes and the Spring Chapter meeting is held during the month of March. Additional Executive Committee, Faculty Council, Chapter meetings and special events can be called by the President and Executive Committee, as necessary.

### B. Monthly Timeline

#### July

- Start of fiscal year on 01 July
- Newly elected Executive Committee members begin their terms on 01 July
- Executive Committee meeting no later than the last day of the month, time to be determined
- Faculty Council will meet in a negotiation year, as necessary

#### August

- Executive Committee meeting no later than the last day of the month, time to be determined
- Faculty Council will meet in a negotiation year, as necessary
- Fall Chapter Meeting on Wednesday prior to the start of classes, generally from 11:00AM until 1:00PM
- Compensation date for President and Contract Officer, 31 August
- AAUP Picnic within the first few weeks of the fall semester

#### September

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00PM to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM and every other Thursday in a negotiation year, as necessary
- Promotion and Tenure Application Presentation by the end of the month
- Compensation date for Contract Proposal Development Team, including Chief Negotiator, 30 September

#### October

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM and every other Thursday in a negotiation year, as necessary

#### November

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM

- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM and every other Thursday in a negotiation year, as necessary.

### **December**

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council will meet in a negotiation year, as necessary
- Compensation date for Executive Committee Officers other than President and Contract Officer is 01 December
- Compensation date for Contract Proposal Development Team, including Chief Negotiator, 31 December

### **January**

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM and every other Thursday in a negotiation year, as necessary

### **February**

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM and every other Thursday in a negotiation year, as necessary

### **March**

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- No Faculty Council meeting except during a negotiation year, as necessary
- Balloting Committee is appointed two weeks prior to the Chapter Meeting
- Spring Chapter meeting held the third Thursday of the month from 4:00PM to 6:00PM
- Compensation date for Chief Negotiator and Negotiating Team in contract year, 31 March

### **April**

- Executive Committee meetings every other Monday from 3:00PM to 5:00PM
- Educational Policy Committee meetings every other Monday from 3:00 to 5:00PM
- Faculty Council meeting the third Thursday of the month from 4:00PM to 6:00PM, or the Thursday prior to finals week, whichever comes first, and during a negotiation year, as necessary
- Promotion and Tenure Application Presentation by the end of the month
- *Academe* data becomes available
- Compensation date for Executive Committee Officers other than President and Contract Officer, 30 April

## **May**

- Executive Committee meeting no later than the last day of the month, time to be determined
- Faculty Council will meet in a negotiation year, as necessary

## **June**

- Executive Committee meeting no later than the last day of the month, time to be determined
- Faculty Council will meet in a negotiation year, as necessary
- Compensation date for President and Contract Officer, 01 June
- Compensation date for Chief Negotiator and Negotiating Team in contract year, 30 June

*Note: Compensation date for the Data Analyst in a contract year, if not a member of the Negotiating Team is not specifically listed here but should occur with the NT.*



## SECTION 9: CONTRACT NEGOTIATION PROCESS

### A. Notice of status of negotiations

As per advice from counsel, when reopening contract and sending notice to administration, it is recommended that we complete and send *Notice of State of Negotiations-Public Employment* to the Michigan Employment Relations Commission (MERC; sample copy next page). Send the original to MERC and a copy to the administration.

MERC address is as follows:

#####, Director  
Employment Relations Commission  
3026 W. Grand Blvd, Suite 2-750  
P.O. Box 02988  
Detroit, MI 48202-2988

STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
EMPLOYMENT RELATIONS COMMISSION  
MEDIATION DIVISION

NOTICE OF STATUS OF NEGOTIATIONS—PUBLIC EMPLOYMENT

INSTRUCTIONS: Submit this form at least 60 days before the expiration date of a collective bargaining agreement involving public employees to the Employment Relations Commission. This notice is required by Sec. 7(2) of Act 336 of Public Acts of 1947, as amended by Act 25 Public Acts of 1973; and/or Federal Law.

1. Name and Address of Public Employer: Phone No. **906-227-1000**

**Northern Michigan University  
1401 Presque Isle Ave.  
Marquette, MI 49855**

Name and Title of Official to communicate with: Phone No.

**Dr. Les A. Wong, NMU President 906-227-2242  
Dr. Terrance Seethoff, Dean & Chief Negotiator 906-227-2700**

Address (If different from above)

**County: Marquette**

2. Name and Address of Labor Organizations Phone No. **906-227-1602**

**NMU Chapter of the American Association of University Professors (AAUP)  
1401 Presque Isle Ave.  
Marquette, MI 49855**

Name and Title of Official to communicate with: Phone No.

**Dr. Ron Sundell, NMU-AAUP Chapter President 906-227-1812  
Dr. Leslie Putman, NMU-AAUP Chief Negotiator 906-227-1071**

Address (If different from above)

3. Number of Employees covered by the agreement: **289**

Description of the bargaining unit: **University Faculty**

4. Expiration or reopening date of agreement:

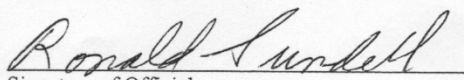
**July 1, 2009**

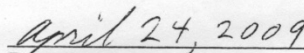
5. Status of negotiations (Use separate sheet if necessary):

**Start Mid-May**

6. Name, Title and Address of Official filing this notice: Phone No. **906-227-1602**

**Dr. Ron Sundell, NMU-AAUP Chapter President  
1401 Presque Isle Ave.  
Marquette, MI 49855**

  
Signature of Official

  
Date

INTERNET

## B. Letter of intent to begin negotiations

#####, President

Date #####

Northern Michigan University

Dear President ###:

Under the General Provisions of Article I in the *2009-2012 Agreement*, Section 1.5.3 states that *“The parties shall commence negotiations toward a modification of this Agreement no later than one hundred twenty (120) days prior to its expiration date, unless a valid legal question concerning the Association’s representational status is raised prior to the commencement of such one hundred twenty- (120) day period, or both parties mutually agree to the commencement of negotiations. Each party shall give the other party written notice of desired contract changes or additions prior to the commencement of such negotiations.”*

This letter provides official notice that the American Association of University Professors – Northern Michigan University Chapter will comply with this provision of the contract. We ask that the Association’s Negotiation Team and the Northern Michigan University Board of Trustees Negotiation Team meet on Friday, March 2, 2012 (120 days before expiration of the current Agreement on June 30, 2012) to commence negotiations. Furthermore, section 1.5.3 requires that we exchange proposals prior to the start of negotiations. We request that proposals (i.e., “written notice of desired contract changes or additions”) be exchanged no later than one week prior to the commencement of negotiations, that is, on Friday, February 24, 2012.

Sincerely,

#####, President

NMU Chapter of the AAUP

Northern Michigan University

cc: #####, NMU Provost and VPAA  
#####, NMU Board of Trustees Chief Negotiator  
#####, NMU AAUP Chief Negotiator

### C. NMU-AAUP Contract History

Contract Dates	Chapter President	Chief Negotiator
7/1/1975 – 6/30/1977	James P. Greene	Jon L. Saari/ Robert McClelland
7/1/1977 – 6/30/1980	Robert McClellan	James P. Greene
7/1/1980 – 6/30/1983	John O. Kiltinen	Neil W. Carlson
7/1/1984 – 6/30/1987*		
7/1/1987 – 6/30/1990	Frederick H. Stenkamp	Carol Ann Bays
7/1/1990 – 6/30/1994	Mary L. Vande Berg	James P. Greene
7/1/1994 – 6/30/1995*	Mary L. Vande Berg	
7/1/1995 – 6/30/1997	Mary L. Vande Berg	James P. Greene
7/1/1997 – 6/30/2000	Mary L. Vande Berg	Neil W. Carlson
7/1/2000 – 6/30/2003	Carol A. Johnson	James P. Greene
7/1/2003 – 6/30/2006	Carol A. Johnson	Brent Graves
7/1/2006 – 6/30/2009	Krista E. Clumpner	Lesley Putman
7/1/2009 – 6/30/2012	Ron C. Sundell	Brent Graves
7/1/2012 – 6/30/2015	Ron C. Sundell	Brent Graves

\*Extension to the prior contract

### D. Compensation policy for those involved in negotiations

Selected individuals who are associated with the negotiating process and are approved by the AAUP Executive Committee shall be compensated for their work. Negotiation works includes reviewing current contract wording, proposing contract changes, collecting and analyzing data, meeting with the Faculty Council, preparing for negotiating sessions, participating in negotiating sessions, maintaining records, and participating in other tasks as needed.

Individuals and groups involved in the negotiating process include the following:

- Contract Proposal Development Team
- Faculty Council
- Negotiating Team
- Chief Negotiator
- Data Analyst

#### **Additional detail on the roles**

- Contract Proposal Development Team members, including the Chief Negotiator,
  1. shall be compensated for work typically beginning in Summer Session and concluding in Fall Semester of the calendar year prior to negotiations.
  2. The compensation earned by each Contract Proposal Development Team member

- a. shall be equal to the maximum contractual rate earned by faculty for a two-credit summer course
  - b. will be granted in two equal payments on 30 September (for July, August, and September) and 31 December (for October, November, and December).
- Faculty Council members (who are representatives of academic departments)
  - 1. shall not be compensated for their work in the negotiating process.
  - 2. The chair of the Faculty Council (who is the Chapter President or Designee) shall not be compensated for fulfilling the duties of the Chair.
- Negotiating Team members
  - 1. shall be compensated for work typically initiated during the Winter Semester, concluding during the Summer Session.
  - 2. compensation earned by each Negotiating Team members
    - a. shall be equal to the maximum contractual rate earned by faculty for four-credit summer course.
    - b. will be granted in two equal payments on 31 March (for January, February, and March) and 30 June (for April, May, and June).
    - c. NOTE: Compensation for the Chief Negotiator is separate from the compensation for Negotiating Team members.
- Chief Negotiator
  - 1. shall be compensated for work typically initiated during Winter Semester and concluding during the Summer Session.
  - 2. Compensation earned by the Chief Negotiator
    - a. shall be equal to the maximum contractual rate earned by faculty for a six-credit summer course.
    - b. will be granted in two equal payments on 31 March (for January, February, and March) and 30 June (for April, May, and June).
  - 3. shall be granted
    - a. 1/3 reassigned time during Fall Semester of the calendar year prior to negotiations, when the Contract Proposal Development Team is working,
    - b. 2/3 reassigned time during Winter Semester, when the Negotiating Team is working.
- The Data Analyst, if not a member of the Negotiating Team,
  - 1. shall be compensated for work typically conducted during Winter Semester and Summer Session.
  - 2. Compensation earned by the Data Analyst
    - a. shall be equal to the maximum contractual rate earned by faculty for a three-credit summer course.
    - b. will be granted in two equal payments on 31 May (for March, April, and May) and on 31 August (for June, July and August).

Extenuating circumstances may precipitate additional compensation for those involved in the negotiating process when consequential negotiating begins prior to Winter Semester and/or extends beyond 30 June.

## E. Call for Chief Negotiator and Contract Proposal Development Team members

For example

Faculty: It's time to begin planning for next year's contract negotiations. This is a call for members interested in serving as Chief Negotiator (CN) and on the Contract Proposal Development Team (CPDT). The Chapter Constitution calls for the Chief Negotiator to be a member of the CPDT. Although members of the Negotiation Team (NT) will be selected at a later date, members of the CPDT will be considered to serve on the NT. Please note that CPDT, CN, and NT members are compensated for their efforts (compensation levels are determined by the Executive Committee). The duties of the CPDT and NT are found in Article VIII of our Chapter Constitution (see below or go to our website: [www.nmuaaup.org](http://www.nmuaaup.org)).

If you are interested in serving as Chief Negotiator or on the Contract Proposal Development Team, please forward your name to me by June 30th. Please mention if you have any previous experience with contracts, negotiations or working with unions. We would like to get the CPDT started this summer (mid-July) and send the Chief Negotiator to the AAUP Summer Institute in late July.

I appreciate your consideration for these critically important positions. – Ron

Dr. Ronald C. Sundell, President  
NMU Chapter of the AAUP  
Phone: 906-227-1812  
Email: [rsundell@nmu.edu](mailto:rsundell@nmu.edu)

Here is what the Chapter Constitution states

*### Excerpt from Chapter Constitution ###*

### **Article VIII. Contract Negotiations: Chief Negotiator, Proposal Development Team, Data Analyst, Negotiating Team, Faculty Council, and Contract Ratification**

- A. The Chief Negotiator will be appointed by majority vote of the Executive Committee
- B. Proposal Development Team (PDT)
  1. The PDT will develop specific contract language that might be considered in subsequent negotiations.
  2. The Chief Negotiator will serve as a member of the PDT.
  3. Team member selection will be undertaken with the goal of securing the services of faculty members with experience in matters of contractual language and its implementation, of faculty members with particular skills and ability needed by the team, and of faculty members who show promise of serving the membership in the coming years through involvement in the contract negotiation process. The PDT will be nominated by the Chief Negotiator and approved by majority vote of the Executive Committee.
  4. The Chair of the PDT will not be the Chief Negotiator. The PDT shall select its own chair from among its members. The Chair shall be responsible for calling meetings, making certain that records are maintained, and communicating with the Executive Committee and the Faculty Council.
  5. The CPDT effort will begin no later than the fall semester prior to expiration of the Agreement, or earlier if deemed prudent by the Executive Committee, to ensure that proposals will be ready by the

time negotiations are to start. The team will familiarize itself with collective bargaining contracts in existence at other colleges and universities, and with comparative information on salaries and fringe benefits and shall also survey faculty with regard to collective bargaining.

6. The Executive Committee is empowered to determine appropriate compensation for team members.

C. The Negotiating Team

1. The Negotiating Team shall negotiate a contract with representatives of the Board of Trustees of Northern Michigan University.

2. The Chief Negotiator will serve as the Chair of the Negotiating Team.

3. Team member selection will be undertaken with the goal of securing the services of faculty members with experience in matters of contractual language and its implementation of faculty members with experience in negotiations, and of faculty members with particular skills and abilities needed by the Team. The Negotiating Team will be nominated by the Chief Negotiator and approved by majority vote of the Executive Committee.

4. The Negotiating Team will begin meeting no later than the beginning of the Winter Semester prior to expiration of the Agreement or earlier if deemed prudent by the Executive Committee. The members of the Negotiating Team shall remain in office until discharged of their duties by the Executive Committee Executive Committee.

5. The Executive Committee is empowered to determine appropriate compensation for Team members.

*### End excerpt from Constitution ###*

## SECTION 10: NEW FACULTY

### A. Annual New Member Banquet

#### Topics to be Covered at New Members Banquet

Each fall semester, the Chapter provides a New Faculty member Dinner. Below is a sample outline of topics to be covered.

#### NMU Chapter of the AAUP

New Members Banquet (Sample remarks from the President)

- Welcome
- Short history of the AAUP and the Chapter
  1. National

The AAUP was formed almost a hundred years ago (1915). The AAUP's purpose is to:

    - a. (1) Advance academic freedom and shared governance,
    - b. (2) Define fundamental professional values and standards for higher education,
    - c. (3) ensure higher education's contribution to the common good.
  2. There also is the AAUP Collective Bargaining Congress (CBC) which assists over 70 local chapters around the country that are collective bargaining units and involved in contract negotiations. Currently our contract officer, Brent Graves, is our CBC representative.
  3. The national office is located in Washington D.C. For more information you should go to their website at [www.aaup.org](http://www.aaup.org) and also can take a look at the AAUP Policy Documents and Reports (the "Red Book"). We have several copies in our office.
  4. State

We also have a state office, the Michigan Conference of the AAUP located in Ypsilanti. You can find information about our state organization by going to their website at [www.miaaup.org](http://www.miaaup.org).
  5. NMU Chapter

Finally, there are the local AAUP chapters. Concerning our history, take a look at "Blood on the Table" concerning the early development of our chapter. It took a number of years for us to organize. We finally became an AAUP Chapter and collective bargaining unit in 1975. During that time we've negotiated over a dozen 3-year contracts. You can find more information about us by going to [www.nmuaaup.org](http://www.nmuaaup.org).
- Have EC members stand and introduce themselves, their department, and position with the union.
- Have FC members introduce new faculty members (or new faculty introduce themselves and what department they are from)
- Information about our Chapter and how it works
  1. There is a National Office, MI state Conference, and various University Chapters
  2. Our Chapter has \_\_\_\_\_ members (number of new faculty this year are \_\_\_\_\_)
  3. We are made up of an
    - a. Executive Committee (meets every other week)



1. Contract Officer and I meet regularly with Provost, President & other labor unions
    - b. Faculty Council (meets monthly off-contract years, weekly contract years)
    - c. General membership that meets at least twice a year (Fall and Spring meetings)
    - d. Members can et involved in many ways – committees (e.g., C, O and W)
  4. Chapter Constitution and Policies
  5. History – read “Blood on the Table”
  6. We negotiate and uphold the contract (Master Agreement)
    - a. Tenure and promotion process
    - b. Department bylaws
    - c. Help resolve issues and file grievances when necessary
    - d. Retain legal counsel (Gregory, Moore, Jeakle & Brooks, P.C.) in Detroit
  7. Union elections each year – nominations are taken at the Spring Chapter meeting
- What is currently happening?
  - Introduce Contract Officer (remarks by the Contract Officer)
  - Introduce Chief Negotiator in contract negotiation year (remarks by the Chief Negotiator)

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NEW FACULTY MEMBER GUIDE  
Prepared By  
American Association of University Professors  
Northern Michigan University

NMU-AAUP is an agency shop

You will pay dues to the AAUP or pay an equivalent amount (a service fee) to a scholarship fund.

Dues/service fees are a percent of your base salary (currently .60%).

At NMU, 99% of the faculty direct payment to the Association.

The Association's Agreement with the Administration applies to all AAUP faculty members.

The NMU-AAUP Agreement and your department bylaws offer guidelines for your professional life at NMU. These documents spell out your rights and responsibilities.

Your rights include the following:

Representation by the NMU-AAUP with regard to contractual/agreement matters.

A safe work environment with tools needed to do your work.

Your responsibilities include the following:

Teaching (or other major area of responsibility, i.e. counseling, providing resource support to students and staff) specified in a letter of appointment.

Participating in professional development activities, including relevant publishing for your field and other activities defined in your department's bylaws.

Providing service to your department, college, university, community, and/or profession (often by serving on committees).

Additional expectations include the following:

Paying dues/fees in a timely manner.

Marching once each academic year in commencement.

Filing an annual evaluation report, including student evaluations for every section of every course.

Participating in exam week.

Filing an absence-from-class form.

Consulting with the department head regarding substitute instruction.

Reporting sick-time to the department.

Clearly understanding and appropriately using prior service credit.

## APPENDICES

### Information for Prospective NMU Faculty

(29 Jan 2013)

Most faculty at NMU are represented by the AAUP (American Association of University Professors) collective bargaining unit. The Master Agreement which provides details about compensation, responsibilities, promotion, and tenure can be found online at: <http://nmuaaup.org/master-agreement/>

Here are some highlights that might be of interest. This list is not meant to be exhaustive or give all the details. Please see the Master Agreement (<http://nmuaaup.org/master-agreement/>) or Human Resource's web site (<http://webb.nmu.edu/hr/SiteSections/Services/BenefitsFacultyAAUP.shtml>) for more details.

Note: Section #s refer to the Master Agreement

- **Minimum salaries** (Section 9.1.1) for full-time bargaining unit members at each rank are

Effective date	01 July 2013	01 July 2014
Instructor	\$40,099	\$40,500
Assistant Professor	\$48,124	\$48,606
Associate Professor	\$58,956	\$59,545
Full Professor	\$72,181	\$72,902

For faculty with 12-month appointments, the minimum salaries are 125% of these values.

1. Remember that these are just minimums and it is to your advantage to negotiate for a starting salary that is above the minimum for each rank
- **Overload salary** (Sections 9.1.4.1 & 9.1.6): Depending on programmatic needs, AAUP faculty have first priority to teach 4 credits of overload in each of the fall and winter semesters, and up to 8 credits each summer. The compensation for full-time faculty is determined by a formula: Overload compensation =  $0.021 \times \# \text{ credits} \times \text{base salary}$  up to a maximum of \$1776 per credit hour in 2013.
  - **Retirement** (Section 9.2.5.1): The university contributes 15.64% of salary paid, to TIAA-CREF
  - **Health Care** (Section 9.2.1): Each year the University will contribute approximately 80% of the average cost of the health plan and deposit \$500 in a Health Reimbursement Account for each participating faculty member. Each faculty member contributes \$2600 for the 2013 health plan year and \$2800 for 2014. The co-pay for prescription drugs ranges from \$10 - \$30 (see Section 9.2.1.1.5). The University covers the premium for a two-person dental plan and a family optical plan (Section 9.2.1.3)
  - **Professional Development Funds** (Section 6.5.2.4): Each faculty member has professional development funds available in the amounts of \$1250 in 2013-14, and \$1300 in 2014-15. Supplemental Travel Funds totaling at least \$90,000 in 2013-14, and \$95,000 in 2014-15 are distributed by the deans.
  - **Faculty Research Grants:** Although not specified in the contract, faculty can apply for internal research grants for up to \$7000  
<http://webb.nmu.edu/GrantsAndResearch/SiteSections/GrantSeeking/GrantProgram.shtml>

- **Sabbaticals** (Section 8.1): Tenured and tenure-earning faculty can apply for a one or two semester sabbatical after they have completed five years of service at the University. Applications are submitted in the sixth year for a sabbatical during their seventh year. All sabbaticals are fully funded. The number provided is capped at total faculty replacement costs of \$300,000 per year.
- **Sick Leave** (Section 8.2.3): Faculty members may use up to six weeks of sick leave at full salary, per fiscal year.
- **Reassigned Time Awards** (Section 6.5.1.1): Tenured, tenure-earning and continuing contract faculty can apply for reassigned time award, normally 4 load credits, to support scholarly activity.
- **Tuition Scholarships** (Section 9.2.7): NMU Tuition is free to full-time faculty, their spouses and dependents.
- **AAUP Union Dues:** Currently 0.85% of base salary. For information about the union: <http://nmuaaup.org>

**B. Strategic Plan**

**C. Dues Authorization and Dues Letter Forms**