



PORTLAND STATE UNIVERSITY

# American Association of University Professors

Promoting Quality Higher Education – An Investment in Oregon's Future

## By-Laws

*Adopted July 26, 2018*

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### 1. Nomination for Office

- a. In Winter term, no later than January 15, the President, with the advice and approval of the Executive Council, shall appoint a Nominating and Elections Committee of three members (at least one of whom is not a member of the Executive Council).
- b. The Nominating Committee shall send to the membership a request for names to be considered for nomination. No petitions are required at this stage. No later than February 15, the Nominating Committee shall present a slate of nominees to the Executive Council.
- c. Upon the Executive Council's approval of the slate of nominees, the Nominating Committee shall send to all members:
  - a slate of nominees for all vacant positions,

- a form to be used as a nominating petition for additional nominees,
  - a list of all members eligible to hold office, and
  - a date by which petitions are to be returned to the PSU-AAUP office. At least 15 days are to be allowed for the return of the petitions, but in no case shall the return date be later than March 15th.
- d. Each nominating petition requires the signatures of ten members and the consent of the nominee to effect nomination.
- e. The Nominating and Elections Committee will place on the ballot all names from its original slate of nominees and any name properly endorsed by petition in (d) above.
- f. Nominees for office will be invited to present statements in support of their election (limit 150 words) to be included with the ballot mailing package. These statements may be written by the candidate, by the Nominating Committee, or by a signer of the candidate's nominating petition. In any case, the source of the statement shall be identified.

## **2. Election of Officers and Council Members**

Officers and Council members shall be elected by secret ballot not later than April 20. The names of the nominees will be circulated to the membership at least 15 days before this election. The ballots shall be counted by the Nominating and Elections committee. In case of a tie for any or all positions, one run-off election will be held for tied position(s). Should a tie again result, the election will be decided by the toss of a coin in the presence of the candidates involved. Elected officers and Council members shall take office immediately upon election.

## **3. Unit Representatives Committee**

A Unit Representative Committee shall be established as follows:

- a. The Unit Representative Committee shall consist of representatives selected by and from the members of appropriate units of the university as decided by Executive Council.
- b. The role of the committee shall be to advise the Executive Council and to communicate with members on behalf of the Council. Unit Reps. shall act as AAUP representatives in their respective departments or units. During negotiations the Unit Rep. Committee shall meet as needed.

#### **4. Communications Committee**

A Communications Committee shall be established as follows:

- a. The committee will be made up of two EC members, plus four additional at-large members chosen to ensure all areas of the bargaining unit are represented.
- b. The committee will have two main foci: internal and external communications. The Internal Subcommittee will focus primarily on member education and mobilization, and will keep a strong liaison relationship with PSU AAUP's Membership Committee. The External Subcommittee will primarily focus on strengthening solidarity with other unions and media relations.

#### **5. Negotiating Team**

The Negotiating Team shall consist of the Vice President for Collective Bargaining and up to six members appointed by the Executive Council.

- a. Prior to the expiration of a negotiated Agreement, the Council shall solicit from the membership suggested items for negotiation in the next Agreement. With input from members and the Executive Council, the Negotiating Team will present the Council a list of proposed changes and new items in a timely manner. The Executive Council may establish priorities among the items on this list.
- b. The Negotiating Team shall participate in negotiating sessions. The team may be advised and accompanied by legal counsel.
- c. The Chapter President may participate in planning and negotiating whether or not he or she has been appointed to the team.
- d. The Negotiating Team may invite other members, employees, or advisors from the National AAUP to assist as needed.
- e. Members of the Negotiating Team may be removed by vote of the Executive Council.
- f. If negotiations are in progress at the time of election of officers and Executive Council members, the Negotiating Team shall normally continue negotiations to completion of the contract.

## **6. Legislative and Political Action Committee**

The Legislative and Political Action Committee shall consist of a member of the Executive Council and members appointed by the Executive Council with the following charge, and in accordance with Association Policy 06- Legislative Review and Endorsement Process:

- a. To review pending legislation and legislative concepts; provide feedback to the Executive Director for advocacy, and recommend positions as needed to the Executive Council,
- b. Craft legislative concepts, initiatives and work with Executive Director to advocate our broad interests in all political arenas.
- c. Interact with legislators and government leaders on behalf of higher education faculty.
- d. Recommend endorsements, financial contributions and chapter activism for endorsed candidates in elected positions of interest and ballot initiatives to the Association
- e. Inform and engage the Association membership on legislative and political action matters.

## **7. Finance Committee**

The Finance Committee shall consist of the Treasurer who shall chair the committee, the President, and one member appointed by the Executive Council.

The Finance committee shall have the following charge:

- a. Budgeting
  - a. Recommend the annual budget to the Executive Council, and any mid-year revisions to the budget the committee deems prudent
  - b. Provide oversight to management in the administration of the budget; monitor expenditures against the adopted budget
  - c. Monitor Association bank statements to ensure activity reported by management is consistent with what is reported by the banks
- b. Auditing and Taxes
  - a. Provide oversight to management, and participate as necessary in the administration of the Association's audit and the filing of the Associations tax returns
  - b. Select and retain the independent auditor
- c. Investments
  - a. Recommend investment policies to the Executive Council for the adoption for a portion of Association reserves

- b. Provide oversight to management in the administration of the Association's investments in accordance with all applicable Association policies
- c. Monitor investments and provide quarterly reports to the Executive Council on investment performance

### **8. Member Eligibility to Serve in Association Positions**

Active Members shall be considered eligible to serve in appointed or elected positions provided they are in active employee status at the University and not on any extended leave, including sabbatical leave.

### **9. Dues, Fees, and Assessments**

- a. The dues structure will be recommended by the Executive Council subject to a vote of the Active Members. The dues schedule shall be published.
  - 1. General National AAUP dues increases shall be represented by the percentage increase in national AAUP dues in the full member category of AAUP membership from the previous year's national AAUP dues in the same category on the AAUP dues rate sheet and as billed to the Association by National AAUP. This percentage increase shall be applied to PSU-AAUP local dues in all categories of membership. Increases in rates in other categories of membership in National AAUP as billed to PSU-AAUP above that billed prior to January 1, 2013 shall be aggregated and applied to PSU-AAUP local dues across all categories of membership. National AAUP Collective Bargaining Congress (AAUP-CBC) dues increases as billed to the Association shall likewise be aggregated and applied to PSU-AAUP local dues in all categories of membership.
  - 2. Affiliation costs of the Oregon AAUP State Conference, or any other affiliation chosen by the membership shall be passed on to members and Fair Share Fee payers as payroll deductions.
- b. An AAUP member who leaves the PSU-AAUP bargaining unit to take a position in the University outside of the bargaining unit may continue their membership in PSU-AAUP as an Associate member. Associate membership in PSU-AAUP is voluntary. If dues continue to be deducted from an employee's wages after leaving the bargaining unit, PSU-AAUP assumes that the employee voluntarily elects to become an Associate member. Associate membership can be cancelled at any time.

## **10. Voluntary Representation Fee Payers**

- a. PSU employees in the PSU-AAUP Bargaining unit who do not wish to become Active Members of PSU-AAUP, but who otherwise wish to support the work of PSU-AAUP in negotiating and enforcing the collective bargaining agreement, and who do not want to force their coworkers to carry the cost of the collective bargaining relationship without paying their fair share, may pay voluntary representation fees to PSU-AAUP.
- b. Voluntary representation fees shall be the same as Active Member dues.
- c. Effective [adoption date of MOA with PSU], the PSU-AAUP Membership application shall provide PSU employees in the PSU Bargaining Unit with the choice to become an Active Member of PSU-AAUP, or to become a Voluntary Representation Fee Payer.
- d. Voluntary Representation Fee Payers will not have voting rights on any Association matter and will not be allowed to stand for election or accept appointment to any PSU-AAUP, AAUP-Oregon, or National AAUP office unless they become Active Members.
- e. Voluntary Representation Fee Payers can become Active Members of the Association by submitting, at any time, a new membership application to the Association indicating their election to do so.

## **11. Resignation of Active or Associate Membership, and Cancellation of Member Dues and Voluntary Representation Fees**

- a. Resignation of Active or Associate Membership
  1. The conditions under which an Active or Associate Member can resign their membership are controlled by this bylaw section.
  2. To be effective, and to preserve the integrity of the process, a resignation of Active or Associative Membership must be on a PSU-AAUP form created for that purpose. To complete this process, the member must come in person the PSU-AAUP office, present valid PSU ID, and sign the form in the presence of a PSU-AAUP-authorized representative. If this is not possible, then the Executive Director shall provide an alternative method of resignation of membership that guarantees authenticity.

3. Any resignation meeting the above criteria shall be effective on the date of receipt by the Association and shall be confirmed in writing to the resigned member.

b. Cancellation of Member Dues and Voluntary Representation Fees

1. To maintain its financial stability, the Association shall establish an annual window period for cancellation of member dues and voluntary representation fees. This annual cancellation window shall apply to new members and to new Voluntary Representation Fee payers as of the date of execution of a MOA with PSU to this effect.
2. The window period when members can cancel their member dues or voluntary representation fees shall be August 1 to August 30 of each year.
3. The PSU-AAUP Membership application shall include the following language: "Through my signature below I request and authorize the University to deduct from my wages an amount equal to the regular member dues (or voluntary representation fees), as noticed by PSU-AAUP and in accordance with the CBA Article 10. This authorization shall remain in effect and be irrevocable until the 30-day cancellation period between August 1 and August 30 of the year following the date of this authorization and shall be renewed from year to year thereafter unless I notify the Association in accordance with its bylaws my desire to cancel the deduction of member dues (or fair share representation fees) during the next cancellation window."
4. To be effective, and to preserve the integrity of the process, a cancellation of member dues or voluntary representation fees must be in writing on the "Authorization to Discontinue Member Dues or Fair Share Representation Fee Deductions" form created by PSU-AAUP for this purpose. To complete this process, the member must come in person the PSU-AAUP office, present valid PSU ID, and sign the form in the presence of a PSU-AAUP-authorized representative. If this is not possible, then the Executive Director shall provide an alternative method of resignation of membership that guarantees authenticity.
5. All members who submitted applications prior to the establishment of the annual cancellation window shall be grandfathered and the cancellation window period will not apply. A member who submitted an application prior to the establishment of the annual cancellation window who wishes to cancel their member dues shall have their

cancellation processed and the University notified to cease the member dues deduction within thirty (30) days of the witnessed signature of the cancellation form by the member in the PSU-AAUP office in accordance with § 4 above.

6. A member or voluntary representation fee payer who submitted a membership application after the establishment of the annual cancellation window who wishes to cancel their member dues or voluntary representation fees shall have their cancellation processed and the University notified to cease the member dues deduction at the commencement of the next window period.
- c. When a member moves from a represented to an unrepresented position
1. Should a PSU-AAUP member move to a new position that is not represented by PSU-AAUP, they may choose to either continue as an Associate member or they may resign their membership and not become an Associate member and cancel their member dues at that time. The member shall request cancellation of their membership to PSU-AAUP pursuant to § 11(b)4 (above). The Association shall process the cancellation of both the membership and the member dues deduction within thirty (30) days.
  2. Should a PSU-AAUP Voluntary Representation Fee Payer move to a new position that is not represented by PSU-AAUP, the voluntary representation fee payer will be asked to cancel their voluntary representation fees pursuant to § 11(b)4 (above)..
  3. Should a member who had been paying voluntary representation fees move to a new position that is not represented by PSU-AAUP and wish to continue supporting PSU-AAUP, they may voluntarily become an Associate member by submitting a "Payroll Deduction Authorization/ PSU-AAUP Membership Application" to PSU-AAUP where they choose membership and agree to member dues deductions.
- d. Conversion of voluntary representation fees to member dues
1. A Voluntary Representation Fee Payer may elect to become a member and pay dues at any time through the submission of a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" indicating the selection of membership and member dues deduction, signed by the member and verified by PSU-AAUP.



e. Conversion of Active Member dues to voluntary representation fees

An Active Member paying member dues may elect to become a Voluntary Representation Fee Payer at any time through the submission of a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" indicating the selection for the agreement to pay voluntary representation fees, signed by the member and verified by PSU-AAUP.

## **12. Contributions**

The Chapter is authorized to receive contributions from any donor provided that the Executive Council determines that the conditions or purposes of any contribution are not inconsistent with this Constitution or the general purposes of the Chapter.

## **13. Grievance Procedures**

- a. AAUP matter. This request must be signed, include a statement of the relief sought, be presented within three academic calendar months of the alleged occurrence of the action giving rise to the grievance. If the Executive Council feels there is a prima facie case in the complaint brought by the grievant, it will appoint a hearing committee of three members within one academic calendar month of receipt of such request.
- b. The hearing committee shall hold a hearing which shall provide basic due process protections, but need not be bound by formal rules of legal evidence. Relief rendered in the opinion may be of lesser or greater importance than that requested by the grievant. The hearing committee must make its final report within three academic calendar months of its formation by the Executive Council. The hearing committee's decision will be final and binding on the Chapter unless appealed by an original party to the proceedings.
- c. If a written request for appeal is lodged with the Executive Council within one academic calendar month of the issuance of the final report of the hearing committee, a vote of the membership will be taken on the appeal. The vote will be taken on whether or not to accept the final recommendations of the hearing committee. If the vote sustains the hearing committee, their recommendations shall become final and binding on the Chapter.

## **14. Loss of Membership**

Failure to pay dues shall result in loss of membership.

## 15. Affiliation Agreements

- a. The Association may align with organizations through formal and informal affiliation agreements.
- b. Any formal affiliation in addition to National AAUP shall be through written agreement. All written affiliation agreements must be adopted by a majority vote of the Executive Council. Within fifteen days of the Executive Council vote, the affiliation agreement shall be sent to the membership. The membership will then have fifteen days to call for a recall of the affiliation agreement, or modifications or additions to the agreement. In order to file a recall or request changes to the affiliation agreement, the membership must present a recall or change petition signed by 20 members. Within fourteen days of receipt of the petition the Executive Council will meet again to discuss the recall or changes sought. The recall/change meeting will be open to the membership and the membership must be notified of this meeting at least ten days in advance. If the petition is a change petition (a request to change an aspect of the affiliation agreement), the Executive Council will seek to understand the changes sought and then agree or disagree to seek changes with the Affiliate organization. The new Affiliation agreement, if consummated, must be noticed in compliance with this section; if there is no change to the affiliation agreement after discussion with the affiliation organization the notice to the membership shall indicate as such and the only petition that can be filed under this section shall be a recall petition. If the petition is a recall petition, the Executive Council can choose to either withdraw the affiliation agreement or present the affiliation agreement to a vote of the membership.
- c. Affiliation Agreements shall comport with the following requirements:
  1. No affiliation agreement can require an alteration of our constitution and bylaws or an alteration of the Association's governance structure.
  2. The affiliate organization shall have a mission, principles and objectives that are not inconsistent with the Association's mission, principles, and objectives.
  3. The Association shall be able to retain full control over its operations and costs.
  4. The Association shall retain control of its obligation to advocate and act in its own interests.

5. The Association shall not commit to any affiliate relationship where the affiliate can impose assessments, or automatic dues or fee increases. All dues and fees arrangements shall be through affiliation agreement.
6. The Association shall have the ability to disaffiliate through a simple 60 day severance clause in the affiliation agreement.
7. The Association shall not cede to any other organization any rights of receivership, any ability to remove Association leadership, any right to any claim on Association funds, or any rights otherwise bestowed on the Association through its constitution, bylaws, policies, standing rules, its certification document, or any other right known or declared by the Association.
8. The Association shall have a fair level of representation in governance and decision-making to other similarly affiliated organization.

## **16. Additions or Revisions to Bylaws**

Revisions or additions to the bylaws may be proposed by the Executive Council, or by a petition to the Executive Council signed by 20 members. A proposed text shall be circulated among the members of the Executive Council, 15 days prior to submission to the Executive Council of the final text for voting. A majority vote of the Executive Council shall be necessary for approval. Within fifteen days of the Executive Council vote, revisions to the bylaws shall be sent to the membership. The membership will then have fifteen days to call for a recall of the revisions and additions. In order to file a recall, the membership must present a recall petition signed by 20 members. Within fourteen days of receipt of the recall petition, the Executive Council will meet again to discuss the recall. The recall meeting will be open to the membership and the membership must be notified of this meeting at least ten days in advance.

### Record of Adopted Changes

January 6, 2011	Changes to Article 6: Dues, Fees, and Assessments; and Article 7: Fair Share Exceptions to comport with changes to the CBA
November 29, 2012	Changes to Article 6
December 13, 2012	Addition of Article 12- Affiliations Agreements; clarification Article V: Executive Council and Article VIII- Rights of PSU Faculty; added Article 6: legislative committee
June 5, 2014	Expanded Legislative committee to include Political Action
April 20, 2018	Add Finance Committee

July 26, 2018      Add Member Eligibility to Serve in Association Positions;  
Remove Fair Share Fee Payers;  
Add Voluntary Representation Fee Payers;  
Add Resignation of Active or Associate Membership, and  
Cancellation of Member Dues and Voluntary Representation  
Fees