

*Ratified by PSUFA General Membership on 12/06/17*

PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION  
CONSTITUTION

Adopted 12/06/2017 As Amended

# CONSTITUTION

## PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571

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### **Article I – Name**

This organization shall be known as the Portland State University Faculty Association (PSUFA), Local 3571, AFT-Oregon, AFL-CIO.

### **Article II – Objectives**

The objectives of the organization shall be:

- Section 1.** To represent part-time faculty and researchers at Portland State University and to facilitate communication between them and full-time faculty, staff, and administrators at Portland State University and within the Oregon State system of Higher Education.
- Section 2.** To improve the status of part-time faculty and researchers at Portland State University, and to cooperate with other organizations to better the conditions of academic workers generally so as to promote excellence in education, teaching and research.
- Section 3.** To negotiate and administer the contract between the PSU Faculty Association and Portland State University.

### **Article III – Membership**

- Section 1.**
  - (a) Employees included in any bargaining unit represented by the Local shall be eligible for active membership during any year in which they are employed. They shall remain eligible for a period of one year from the last day of the term they were most recently employed. Active Members shall be entitled to all rights and privileges in this organization, with the exception of those benefits restricted by other procedures and regulations defined in the Bylaws or the active CBA.
  - (b) Any employee who leaves the bargaining unit for any reason, except to supervisory status, shall be eligible to continue membership as an Associate Member. Associate Members have the same rights and privileges as Active Members, except that they may not vote in elections, on collective bargaining agreements, or on the question of dues; they may not run for officer or delegate. Associate Members shall maintain their status indefinitely, unless they return to Active Membership.
  - (c) Membership shall be by application. Membership withdrawal shall be by written notice, delivered by US post or email.

**Section 2.** Supervisory personnel shall not obtain membership.

**Section 3.** Dues for all Active ~~and Fair-Share~~ Members shall be paid in accordance with the Local's Bylaws. Associate members do not pay dues.

**Section 4.** No discrimination shall ever be shown toward individual members or applicants for membership because of race, political activity or belief, sex or gender identity, age, sexual orientation, lifestyle, economic status, religion, national origin, or toward people with disabilities, visible or hidden, including a person with a physical or mental impairment.

## **Article IV – Officers and Elections**

**Section 1.** The Local shall have the following officers: Chair of Membership; Chair of Treasury; Chair of Grievances; Chair of Operations; Chair of Communications; Chair of Collective Bargaining; and Chair of Political Action. The positions of Executive Council Co-Chairs shall be held by two officers in the Executive Council. All officers must be members in good standing at the time of nomination, and must maintain their membership in good standing while in office. The terms of office for Executive Council Co-Chairs shall be up for change or renewal with each academic year as all Council members agree. Chair positions other than Executive Council Co-Chair shall be for two years.

**Section 2.** Officers shall be elected in February or March and the election process will be overseen by an ad hoc committee of at least three (3) members. The procedures and responsibilities of the election committee shall be detailed in the Bylaws, Article V, Sec. 11.

**Section 3.** Notice of nominations and elections for officers shall be sent to dues-paying members via email at least fifteen (15) days prior to the deadline for nominations. Elections will be held no more than fifteen (15) days after the close of nominations. Notice of the right to make nominations and of the election may be combined in one notice. Nominations may be made from the floor of a regular meeting, by email, or by telephone to members of the elections committee. Nominees must have given their consent to be nominated.

**Section 4.** Elections shall be conducted by secret ballot vote via online election software coordinated by the Election Committee using ranked-choice voting methods. Voting privileges are restricted to Active Members in good standing. In the case that there is only one candidate for an office, that candidate shall be considered elected by acclamation.

**Section 5.** The ballots and all other records pertaining to the election shall be retained by the Chair of Operations for a period of at least one year.

**Section 6.** Officers shall take office following the close of the election.

**Section 7.** The Executive Council shall have authority to fill vacancies in any officer position for the balance of the term.

**Section 8.** An officer who is absent from three consecutive meetings of the Executive Council without adequate excuse made to the Council shall be considered to have vacated their office.

## **Article V – Duties of Officers**

In addition to the duties listed below, each officer may also chair a committee as detailed in the Bylaws.

**Section 1.** The Executive Council Co-Chairs shall be the executive officers of the union and shall share responsibilities of the office, which include:

- (a) preside at all meetings of the union and of the Executive Council;
- (b) serve as ex-officio members of all committees;
- (c) sign all necessary papers and documents;
- (d) represent the Local when and where necessary;
- (e) act as lead delegates to all conventions of the American Federation of Teachers, AFT-Oregon, and Oregon AFL-CIO;
- (f) be authorized to sign checks and payments by the Local;
- (g) appoint individuals to committees; and
- (h) perform any additional duties of the Co-Chair with the advice and consent of the Executive Council.

**Section 2.** The Chair of Operations shall be the custodian of the records of the Local. The Chair of Operations shall also, as directed by the Executive Council:

- (a) issue notices and answer correspondence;
- (b) be the custodian of the seal and charter of the Local;
- (c) record and distribute minutes of Executive Council and general membership meetings via email;
- (d) keep adequate records, available at all times for the Executive Council and other local committees which may have need for such records;
- (e) be the Chair of the three Benefits committees and lead administrator of the Local's Benefits Funds for Health Insurance, Professional Development, and Faculty Education; and
- (f) maintain an updated website in collaboration with Chair of Communications.

**Section 3.** The Chair of Treasury shall, as directed by the Executive Council:

- (a) receive, record, and deposit in the name of the Local all monies from dues and other sources;
- (b) forward all per capita dues and current membership lists to the national office of the American Federation of Teachers and other affiliated organizations to keep the Local in good standing at all

times;

(c) engage professional bookkeeping; and

(d) pay all bills authorized by the adopted budget, retaining voucher or invoices for the bills. At least one signature on all checks and payments of the local must be that of the Chair of Treasury.

**Section 4.** The Chair of Collective Bargaining shall be responsible for the collective bargaining and contract administration. The duties shall include:

(a) be the lead negotiator for the Local;

(b) coordinate resources, materials and training for Department Stewards and the bargaining committee regarding negotiations;

(c) recruit a bargaining team;

(d) recruit observers for bargaining sessions;

(e) solicit priorities for negotiation from membership and develop campaigns to support negotiations in collaboration with Chair of Communications.

**Section 5.** The Chair of Grievances shall work closely with the Executive Council Co-Chairs in all matters of contract administration to:

(a) coordinate union representation in grievance proceedings and complaint, investigations, or disciplinary hearings;

(b) maintain records of written grievances brought to the Executive Council;

(c) help to publicize grievance procedures via Department Stewards and the Chair of Communications; and

(d) meet regularly with University administration to discuss issues of common interest arising out of contract administration.

**Section 6.** The Chair of Political Organizing shall be responsible for the political education of the membership and the University community in legislative and governmental matters. The Chair of Political Organizing shall:

(a) initiate political campaigns to support union interests on campus and in city, state, and federal legislative contexts;

(b) build relationships with other unions on campus and across the state, country, and world; and

(c) collect best practices and exciting examples of other union organizing to strengthen our union policies and practices.

**Section 7.** The Chair of Membership shall be responsible for membership recruitment and membership services of the Local. The Chair shall:

(a) recruit and orient volunteers and Department Stewards;

(b) chair any meeting of Department Stewards;

(c) keep membership lists up to date;

(d) develop and deliver adjunct orientation programs;

(e) process membership forms and act as contact for the University human resources department; and

(f) develop recruitment programs to reach ~~Fair-Share~~ non-members.

- Section 8.** The Chair of Communications shall be responsible for creating and distributing materials to inform and educate union members. The Chair shall:
- (a) determine the need and nature of communication efforts;
  - (b) chair the Communications Committee to produce campaigns supporting the Local's projects and goals;
  - (c) maintain the organization's style for all written documents;
  - (d) serve as copywriter, designer, and/or editor for the Local's documents and promotions in print or online;
  - (e) coordinate a quarterly newsletter and an annual report;
  - (f) maintain an updated website in collaboration with Chair of Operations; and
  - (g) develop campaigns to support negotiations in collaboration with Chair of Collective Bargaining.

## **Article VI – Executive Council**

- Section 1.** The Executive Council of this Local shall consist of the elected officers.
- Section 2.** In accordance with this Constitution, the Executive Council shall administer the policy of this Local as set by the membership at regular meetings. It shall have the power to act for the good of the Local on behalf of the membership.
- Section 3.** Executive Council meetings will be facilitated by one of the EC Co-Chairs.
- Section 4.** The time and place of Executive Council meetings shall be set by the Council and announced in advance to the membership. Executive Council meetings are open to the membership.
- Section 5.** The Executive Council shall have the power to employ personnel on any basis as may be determined by the needs and finances of the Local and shall have the authority to set wages and salaries, benefits, expenses, and all personnel and employment matters.
- Section 6.** The Executive Council shall have the power
- (a) to adopt an annual budget;
  - (b) to make contracts and incur liabilities which may be appropriate to enable it to accomplish any or all of its purposes;
  - (c) to borrow money for the purposes of the Local at such rates or interest and terms and conditions as they may deem appropriate.
- Section 7.** The Executive Council shall report its activities at each regular membership or Department Stewards meeting. It shall make a report to the membership at least once each year summarizing the accomplishments and finances of the Local and outlining plans for the

following year.

**Section 8.** The Executive Council shall create and enforce operations policies as needed. These policies shall not violate any article in the Constitution or Bylaws.

## **Article VII – Meetings**

**Section 1.** At least three (3) regular membership meetings shall be held each year. Special meetings may be called by the Executive Council, or by 20% of the membership, as needed, upon seven (7) days' notice. The time and place of meeting shall be announced in advance to all members.

**Section 2.** A quorum for regular membership meetings shall consist of seven (7) members in good standing and three (3) officers. At no time shall the absence of a quorum prevent those present from proceeding with the program of the day; however, any votes taken shall be subject to ratification by the membership. Proxy votes shall not be counted as part of a quorum, but members unable to attend a meeting may submit such votes in writing or via e-mail.

## **Article VIII – Committees**

**Section 1.** The Executive Council or the membership may establish committees as needed to carry out the mission of the Local.

**Section 2.** Creation, composition, and duties and responsibilities of any standing committee shall be in accordance with the Local's Bylaws.

## **Article IX – Finances**

**Section 1.** Regular ~~and Fair Share~~ dues shall be set by majority vote of members present at any regular meeting, providing notice of the proposed dues increase has been announced at least one (1) month in advance.

**Section 2.** The Local may obtain additional finances through grants, donations, contributions, or other funding activities.

**Section 3.** An annual audit or audit review of the Local's books shall be performed by a committee appointed by the Executive Council or by an affiliated AFT representative, and an annual financial report shall be available for members.

**Section 4.** Dues rates shall be determined to reflect adjustments in required per capitas to the American Federation of Teachers and to AFT-Oregon.

## **Article X – Affiliations**

**Section 1.** The Local shall maintain affiliation with and whenever possible send delegates to the following organizations:

- (a) The American Federation of Teachers;
- (b) The AFT-Oregon;
- (c) The Oregon State AFL-CIO; and
- (d) The Northwest Oregon Labor Council.

All delegates and alternates to the respective organizations' conventions, except those designated as a duty of their office, shall be elected by majority vote, according to the same procedures for election of officers described in Article IV. The elections will be scheduled after the respective Calls-to-Convention are given by each organization. The number of delegates sent to each convention, notwithstanding the number to which the Local is entitled, are subject to determination in advance by the Local's Executive Council Co-Chairs.

The Local may affiliate with different organizations as deemed beneficial by the membership and Executive Council.

**Section 2.** Every reasonable effort shall be made by the Local to pay authorized expenses of delegates to meetings and conventions of affiliated organizations.

**Section 3.** The Local, to the best of its ability, shall be active in the affairs of affiliated organizations.

## **Article XI – Rules of Order**

Executive Council and Committee decisions will be made by consensus whenever possible. In situations in which consensus cannot be reached, a simple majority rule vote will settle the matter. General membership decisions will be made by ranked-voting.

## **Article XII – Amendments**

Amendment of the PSUFA constitution shall be proposed by majority vote of the Executive Council, and affirmed by a majority vote of members at a duly constituted membership meeting.