

PORTLAND STATE UNIVERSITY  
FACULTY ASSOCIATION

CONSTITUTION

Adopted 02/25/2022 As Amended

**CONSTITUTION**  
**PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION**  
**AFT LOCAL 3571**  
Ratified 02/25/2022 as Amended

**Article I — Name**

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

**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 (1) 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.

An Active Member shall be defined as a member of the bargaining unit, who has filled out a membership form.

An Associate Member shall be defined as a PSU employee not currently in our bargaining unit who pays regular local dues.

Associate members may not vote in elections, on collective

bargaining agreements, or on the question of dues; and they may not run for officer or delegate. Associate Members shall maintain their status indefinitely, unless they return to Active Membership or stop paying dues.

(b) Membership shall be by application. Membership withdrawal shall be by written notice during the month in which they originally joined the union, using the Membership Resignation Form and delivered by email or in person to the PSUFA office on campus.

**Section 2.** Unrepresented supervisory personnel shall not obtain membership. Bargaining unit members who assume unrepresented supervisory positions may not remain Active Members.

**Section 3.** Dues for all Active and Associate Members shall be paid in accordance with the Local's Bylaws.

**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; Chair of Diversity, Equity, Inclusion, and Justice; and Chair of Political Action. The positions of Executive Council Co-Chairs shall be held by two (2) officers in the Executive Council. All officers must be Active members at the time of nomination, and must maintain their membership 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 (2) years.

**Section 2.** Officers shall be elected in the Spring term 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. 1.

**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, online form, 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 the case that there is only one (1) 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 (1) year.

**Section 6.** Officers shall take office one (1) month following the close of the election. Any outgoing officer will turn over to the incoming officer all documents, files, and other materials necessary to fulfill the role.

**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 (3) 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) serve as ex-officio members of all committees;
- (b) sign all necessary papers and documents;
- (c) represent the Local when and where necessary;
- (d) act as lead delegates to all conventions of the American Federation of Teachers, AFT-Oregon, and Oregon AFL-CIO;
- (e) be authorized to sign checks and payments by the Local;
- (f) appoint individuals to committees;
- (g) participate in Labor Management Committee with PSU Admin;
- (h) respond to [president@psufa.org](mailto:president@psufa.org) emails;

- (i) coordinate with any adjunct representatives to faculty senate;
- (j) attend meetings and coordinate with other campus unions;
- (k) build and maintain relationships with other statewide and national higher education unions;
- (l) coordinate division of labor for Co-chair duties; and
- (m) 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 in conjunction with Chair of Communications;
- (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 Benefits committees and lead administrator of the Local's Benefits Funds; and
- (f) maintain an updated website in collaboration with the 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 vouchers or invoices for the bills. At least one (1) 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; and
- (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 Action 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 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) Maintain regular communication with the bargaining unit about issues pertaining to the Local and PSU;
- (b) determine the need and nature of communication efforts;

- (c) manage Local's social media accounts
- (d) chair the Communications Committee to produce campaigns supporting the Local's projects and goals;
- (e) maintain the organization's style for all written documents;
- (f) serve as copywriter, designer, and/or editor for the Local's documents and promotions in print or online;
- (g) coordinate regular correspondence with membership and an annual report;
- (h) maintain an updated website in collaboration with Chair of Operations;
- (i) develop campaigns to support negotiations in collaboration with Chair of Collective Bargaining; and
- (j) develop campaigns in collaboration with the Chair of Political Action

**Section 9.** The Chair of Diversity, Equity, Inclusion, and Justice shall:

- (a) foster awareness and accountability within the Local regarding age, ethnicity, gender, physical abilities/qualities, race, sexual orientation, educational background, geographic origin, income, marital status, military experience, parental status, and religious beliefs, among others;
- (b) foster a culture of respect and inclusion for those in the PSUFA bargaining unit, and represent concerns of diverse and underrepresented members of the Bargaining Unit;
- (c) participate in university-wide programs and initiatives to support diverse and underrepresented faculty;
- (d) offer support and/or resources for those within the bargaining unit to work with faculty, staff to expand cultural competencies within departments and within the wider PSU community;
- (e) nurture new and existing relationships within the membership of the PSUFA bargaining unit, within PSU, and the broader community; and
- (f) have the authority to form and chair a committee to assist accomplishing any of the above.

## **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 (1) rotating member of the Council, decided upon at the previous meeting.

**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. The Executive Council shall meet a minimum of once per month. It may meet with greater frequency as it determines necessary or appropriate. Notes from Executive Council meetings will be archived for a period of three (3) years and available to all members upon request.

**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; and
- (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.** The regular membership meetings of this Local shall be held once each term during the regular school year. Summer term meetings are optional. Regular meetings will be at a time and place scheduled by the Executive Council. The Executive Council, by majority vote, or the currently enrolled dues-paying membership, by petition of twenty percent (20%), may call a special meeting with one (1) week's notice to the members. The agenda for a special meeting will be limited to the subject or purpose for which the meeting was called.



**Section 2.** A quorum for regular membership meetings shall consist of ten (10) Active Members 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 an online method approved by the Executive Council.

## **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 dues shall be set in accordance with the Local's Bylaws.

**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 updated as needed to maintain financial solvency, which will be assessed at minimum every five (5) years, or at any point that per capita rates to the American Federation of Teachers and to AFT-Oregon are changed.

**Section 5.** An annual budget will be planned in accordance with the Local's Bylaws.

## **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 appointed by the PSUFA Executive Council. Members may nominate themselves or other members by email or by attending a PSUFA Executive Council meeting. 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**

**Section 1.** General membership decisions will be made by ranked-voting.

**Section 2.** The Executive Council shall make decisions only when there is a quorum of executive council members present, using majority vote with no more than one (1) dissenting vote. Quorum requires a majority of the executive council members serving at that time to participate.

## **Article XII — Amendments**

Amendment of the PSUFA Constitution shall be proposed by majority vote of the Executive Council or by twenty percent (20%) of the membership. A special election, either online or in a regular membership meeting as determined by the Executive Council, will decide whether or not the amendments are accepted. The proposed amendment shall be submitted to the members at least two (2) weeks in advance of the scheduled vote. Amendments are ratified by a simple majority.