

**CONSTITUTION AND BYLAWS OF THE WESTERN OREGON UNIVERSITY
FEDERATION OF TEACHERS
LOCAL 2278 OF THE AMERICAN FEDERATION OF TEACHERS**

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Dues Rate Pass-Throughs from AFT-OR Adopted October 8, 2020

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ARTICLE I - NAME

This organization shall be known as Western Oregon University Federation of Teachers (WOUFT), American Federation of Teachers (AFT) Local 2278, AFT-Oregon, AFL-CIO, and may be referred to as a union, local, or federation, and by its abbreviation "WOUFT".

ARTICLE II - OBJECTIVES

The objectives of the organization shall be:

Section 1. To provide an effective collective bargaining representative for the faculty at Western Oregon University.

Section 2. To promote the general welfare for the faculty at Western Oregon University.

Section 3. To bring the local into relations of mutual assistance with the American Federation of Teachers, its State Federation and locals.

Section 4. To eliminate all forms of discrimination in institutions of higher education, including discrimination on the basis of race, creed, age, sex, sexual orientation, lifestyle, gender identity or expression, national origin, disability, social or economic status, or political belief.

Section 5. To work for passage and retention of just laws which will improve the climate for students and faculty.

Section 6. To work for advancement of the public image of higher education, including passage and retention of appropriate laws that will protect and promote the role of faculty employees and higher education workers in the delivery of quality education.

ARTICLE III - MEMBERSHIP

Section 1. Eligibility

1.1. Membership shall be either regular or associate. Regular membership is conferred on faculty who pay dues to the local. Any employee included in any bargaining unit represented by the local, or in a unit which is being organized by the local, shall be eligible for regular member status. Associate membership is conferred on persons who are not in the bargaining unit but who choose to be associated with the local, subject to Executive Council approval.

1.2. "Non-member employees" are not regular members, but are part of the bargaining unit.

1.3. Regular members shall be entitled to all rights and privileges in this organization.

1.4. Associate members have the same rights and privileges as regular members, except that they may not vote in elections or on collective bargaining agreements or on the question of dues; they may not run for officer or delegate.

1.5. Non-member employees may observe regular meetings, but have no standing to participate in such meetings. Non-member employees may not vote in any elections or on any issues including collective bargaining agreements or dues. Furthermore, non-member employees may, by decision of the Executive Council, be excluded from attendance at all, or part, of any regular meetings. Non-member employees may not run for positions of officer or delegate.

1.6. Anyone ineligible to enter into the bargaining unit because of supervisory or managerial responsibilities shall not be eligible for membership. A member who is promoted to such a position shall be automatically removed from membership on the effective date of the promotion. Such faculty may make voluntarily contributions; however, such contributions do not confer membership.

1.7. Employees who retire or leave the bargaining unit for any reason, except supervisory status, shall be eligible to continue membership as an associate member.

Section 2. Non-Discrimination

No discrimination shall be shown toward individual members or applicants for membership based on race, creed, age, sex, sexual orientation, lifestyle, gender identity or expression, national origin, disability, social or economic status, or political belief.

Section 3. Expulsion

A member may be expelled for acts detrimental to the union upon presentation of written charges signed by at least one-fourth of the regular members and approved by a majority of the regular members present at the next regular meeting. The member shall have the right to appeal the decision to the membership at the following regular meeting and shall be reinstated with full rights if a majority of the members present vote to reinstate.

ARTICLE IV – OFFICERS AND ELECTIONS

Section 1. Officers

1.1. The local shall elect the following officers bi-annually by May 30th of odd-numbered years.

- President
- Vice President for Membership and Organization
- Vice President for Political Education and Action
- Secretary
- Treasurer
- Communications Director

1.2. Officers shall take office by July 1st. The term of office shall be two years.

Section 2. Qualifications, Nominations, and Election of Officers

2.1. Qualifications

A candidate must be a member in good standing with at least one year of regular member status to hold office.

2.2. Nominations

Nominations for office shall be made during spring term of odd-numbered years from the floor at the regular meeting, or by email or telephone to current officers. Nominees must have given their consent to be nominated. Notice shall be provided to each regular member at least fifteen (15) days prior to the meeting that nominations will be in order. Notice of the right to make nominations and of the election may be combined in one notice.

2.3. Election

Elections will be held no later than 30 days after the close of nominations.

2.4. Election shall be conducted by ballot vote of regular members in good standing. Office holders must maintain their regular membership in good standing while in office.

2.5. Conduct of Elections

The Secretary, assisted by other members of the Executive Council, shall conduct the election. The ballots and all other records pertaining to the election shall be retained by the Secretary for a period of not less than one year.

2.6. Voting

The candidate receiving a plurality of at least forty percent (40%) of the votes cast shall be declared elected. If the plurality of forty percent (40%) is not obtained, a run-off election of the two candidates receiving the most votes shall be held within fifteen days according to the above procedure for ballot distribution and voting. If a regular member is unable to be present to vote during the designated election period and wishes to cast a ballot, the regular member can do so by contacting the WOUFT Secretary to arrange to pick up an absentee ballot and designate a proxy voter who may submit the ballot. Any assigned proxy voter must be a regular member who can be present during the election. Absentee ballots will be numbered, stamped, initialed and only accepted from assigned proxy voters.

2.7. Vacancies

Vacancies, including resignations, in any office shall be filled by recommendation of the Executive Council and majority vote of the members present at the meeting during which the vote is held. In the event that the President is incapacitated for any reason, the President will be temporarily succeeded immediately by another officer, according to the following order of succession: Vice President for Membership and Organization, Vice President for Political Education and Action, Secretary, Treasurer, Communications Director, Chair of Collective Bargaining. In the case of permanent incapacitation (e.g., more than 60 days) or leaving the bargaining unit, the Executive Committee will schedule an election for replacement for duration of the term within 30 days of succession.

ARTICLE V – OFFICERS AND DUTIES

Section 1. Duties

The duties of the various officers shall be specified in the Constitution and Bylaws and in the parliamentary authority adopted by this local. The primary duties of the officers shall be as follows:

1.1. President

This officer shall:

- a) Be the chief executive officer of the local and administer all of the affairs of the local, and execute the policies of the local, as determined by the Executive Council
- b) Preside at all meetings of the local and the Executive Council
- c) Be authorized to sign all necessary papers, documents, checks, and payments by the local
- d) Represent the local when and where necessary
- e) Assume responsibility for the orderly management and successful completion of all union business
- f) Make a report to the membership at least once each year, summarizing the accomplishments of the local and outlining plans for the next year
- g) Maintain a relationship with the national office, state federation (AFT-Oregon) and the Oregon AFL-CIO

1.2. Vice-President for Membership and Organization

This officer shall:

- a) Organize and lead annual membership campaigns
- b) Keep the membership roll
- c) Assist the president in organizing union activities and events
- d) Collect and distribute information on benefits provided by the state federation and national union
- e) Send quarterly membership reports, with mailing addresses, to AFT-Oregon
- f) Be authorized to approve accounts payable and to sign union documents, as needed

1.3. Vice-President for Political Education and Action

This officer shall:

- a) Collect and distribute material on political actions and policies that relate to union interests at the local, state, and national levels
- b) Assist the president in organizing union activities and events
- c) Work closely with the AFT-Oregon director of politics and the AFT-Oregon Political Action Committee
- d) Organize and lead political actions approved by the local and/or state federation
- e) Be authorized to approve accounts payable and to sign union documents, as needed

1.4. Secretary

This officer shall:

- a) Issue all notices, except those required by the President or one of the Vice-Presidents
- b) Answer correspondence at the direction of the President

- c) Report outside correspondence to the President and the Executive Council
- d) Be the custodian of the seal and charter of the Federation
- e) Be the custodian of the non-financial records of the union
- f) Administer all elections and count the results
- g) Secure accommodations for general and special membership meetings
- h) Record and retain the minutes of the Executive Council, and regular and special membership meetings
- i) Assist the President in preparing written communications
- j) Be authorized to approve accounts payable and to sign union documents, as needed

1.5. Treasurer

This officer shall:

- a) Receive, record, and deposit in the name of the local all monies from dues and other sources
- b) Issue receipts and delinquency notices
- c) Present all accounts payable for approval by two other members of the Executive Council
- d) Sign check or otherwise execute payments after approval is obtained
- e) Maintain the security of the local's financial instruments
- f) Keep accurate and adequate records of all financial transactions, available at all times for the Executive Council and the budget and audit committees
- g) Examine the local's financial institution accounts regularly to compare to local financial records
- h) Prepare budgets, annually and as needed
- i) Prepare and present a financial report to the Executive Council quarterly or as requested, with comparison to the annual budget
- j) Submit a financial statement for the local, including a statement of assets and liabilities and a statement of income and expenses to the AFT Secretary-Treasurer within five months of the end of the fiscal year for the local
- k) Prepare Federal Form 990 annually
- l) Make regular financial reports to membership
- m) On or before the 15th of each month, forward all taxes and assessments due the national and state affiliate offices of the American Federation of Teachers.
- n) Ensure that the required per capita payments are sent to the national and state affiliate offices of the American Federation of Teachers at least fifteen (15) days before the convening of the relevant conventions.

1.6. Communications Director

This officer shall:

- a) Manage the WOUFT website
 - 1) Duties may include
 - i) Designing the website

- ii) Maintaining the website (e.g., checking and “fixing” links, updating and reformatting images)
 - iii) Making recommendations to the Executive Council for updating the website
 - iv) Continually working to make the website user friendly
 - v) Replying to website user comments
 - vi) Examining and analyzing site traffic
 - vii) Regulating and managing access rights of different users on the website
- 2) The WOUFT Executive Council will approve the basic components, content, and layout of the website (e.g., WOUFT bargaining information such as team members, regular bargaining updates; Bylaws and Constitution; the grievance process and current Grievance Officers)
 - 3) The Executive Council may at any time, by majority vote, approve the addition of items/components to the WOUFT website.
 - 4) Any new posts that fall under previously approved sections on the WOUFT webpage will be submitted directly to the WOUFT Communications Director for immediate upload. Examples of such posts might include updated membership-approved bylaws, bargaining updates, changes in WOUFT leadership rosters.
- b) Manage WOUFT social media accounts
 - c) Assist the President and the Executive Council in creating, finalizing and distributing communications via various media to the membership, e.g, newsletters, blogs, twitter feeds, etc.
 - d) Regularly consult with the Executive Council to determine the appropriateness of various communications media

Section 2. Other Duties

As a duty of their office, officers and the Chair of the Collective Bargaining Committee shall serve as delegates to conventions of affiliates in the order of their listing in Article IV, Section 1.1, up to the number of delegates authorized by the local, except if the Executive Council decides that attendance is unnecessary, impractical, or too expensive.

Section 3. Absence and removal

An officer who is absent from three consecutive meetings of the Executive Council, without adequate excuse made to the President or Secretary, shall be considered to have vacated his/her office.

Section 4. Chair of the Collective Bargaining Committee

The President, Vice Presidents, Secretary, Treasurer, and Communications Director shall convene and appoint a Chair of the Collective Bargaining Committee. The Chair of the Collective Bargaining Committee shall:

- a) Chair the Collective Bargaining Committee, and preside over all meetings of that committee
- b) Oversee collective bargaining and implementation of the contract of the local
- c) Coordinate resources, materials and training for members of the bargaining committee
- d) Serve as a voting member of the WOUFT Executive Council
- e) Perform such other duties as may be assigned by the President or the Executive Council.

Section 5. Grievance Representation

5.1. The Executive Council is responsible for processing any contractual complaint. The Executive Council shall appoint individuals to be Grievance Representatives, who shall represent the local as “Grievance Officers” in grievance matters with the university. Once a complaint is received, the Executive Council will refer each such complaint to one or more grievance representatives for investigation. Grievance Representatives will investigate complaints assigned to them by the WOUFT Executive Council, evaluate the validity of each complaint, and report to the Executive Council on the findings of their investigations. The Executive Council will make final decisions on the disposition of formal membership complaints.

5.2. The Grievance Review shall take place within contractual requirements for processing the grievance.

Section 6. Stipends

Each Executive Council member will receive an annual stipend of \$550 from WOUFT on the first day of their term (typically July 1) to support them in their duties. Any Executive Council member who does not serve out any year is expected to return an amount proportional to the time not served during the year, and the replacement for that Executive Council member during that year will receive a stipend from WOUFT proportional to the time they serve during that year.

ARTICLE VI – REMOVAL OF OFFICERS

Section 1. An elected officer may be removed from office for specific cause, which may include, but not be limited to, substantial failure to execute their duties as provided in the Constitution and Bylaws, misconduct, illegal acts or willful, significant violation of the Constitution and Bylaws. Removal shall be by the following procedures:

1.1. Removal will be effective upon approval of a Petition for Removal by the membership in a meeting scheduled for consideration of such a petition. A specific Petition for Removal shall apply only to a specific officer.

1.2. Where the Secretary is the subject of the Petition for Removal, the President shall designate another officer to conduct the responsibilities of the Secretary under this Article.

1.3. A Petition for Removal shall identify specific, detailed charges signed by at least twenty-five (25) percent of the regular members. The petition must identify the member(s) initiating the Petition for Removal who must attend the meeting when the petition is considered to present their charges. A copy of the petition shall immediately be served upon the officer. The Secretary shall verify that the signatures are of regular members in good standing at the time of their signatures.

1.4. Removal may be considered at the next regular membership meeting already scheduled within forty-five (45) days following receipt of a petition for recall. If none is scheduled within that period, the President shall schedule and announce a special meeting within forty-five (45) days after receipt of the petition for recall. The member(s) initiating the petition for recall will be responsible for presentation of the charges to the membership.

1.5. A majority vote of the members in good standing voting at such meeting will be required for removal. A quorum shall be required and shall be enforced. The Secretary will conduct the vote and certify the results. The vote shall be taken by a call of the roll. The result of the vote shall be published.

Section 2. The voters eligible to vote for removal will be restricted to those voters normally eligible to vote in an election for that position and who are in good standing at the time of the vote.

Section 3. The officer subject to removal will be provided an opportunity to be heard before any vote on removal by the membership; and shall be entitled to representation of their choice at any meeting at which the charges will be considered.

Article VII – EXECUTIVE COUNCIL

Section 1. Membership and Organization

1.1. The Executive Council of the local shall consist of the elected officers and the appointed Chair of the Collective Bargaining Committee.

1.2. The Executive Council shall meet at least once per academic term. In cases when there is no business to consider, the Executive Council may cancel the meeting. However, the Executive Council shall meet at least once during the academic year.

1.3. The President of the local shall be the Chairperson of the Executive Council.

1.4. The Executive Council shall make decisions by a show of hands at an Executive Council meeting, or by telephone or electronic communication when needed or convenient (but only if no member of the Executive Council objects to decisions being made outside of a Council meeting).

1.5. Decisions shall be by majority vote. No member may cast more than one vote, except in the case of a tie. In the case of a tie vote, the President (or presiding officer) shall first seek consensus among the members, but, failing that, the President may break the tie by casting one additional vote.

Section 2. Powers

2.1. The Executive Council shall have the power to make contracts and incur liabilities which may be appropriate to enable it to accomplish any or all of its purposes; to borrow money for WOUFT purposes at such rates of interest as terms and conditions as they may determine; to issue notes, bonds, and other obligations; and to secure any of its property by mortgage, pledge, or deed of trust of all or any of its property and income. All such activities shall be subject to approval of the membership.

2.2. The Executive Council shall have the power to act for the good of the local in emergency situations where the policy cannot be set by the membership.

2.3. The Executive Council may create standing or special committees to carry out the interests and business of the local.

Section 3. Duties

3.1. The Executive Council shall direct the President to administer the policy of the local as set by the membership at regular and special meetings.

3.2. The Executive Council shall review and adopt the Treasurer's annual budget in March prior to the beginning of the next fiscal year. The adopted budget will be reported to membership at the spring regular meeting.

3.3. The Executive Council shall report its activities at each regular membership meeting.

3.4. The Executive Council shall appoint a Chair of Collective Bargaining, as described in Article V, Section 4. Should the Bargaining Committee Chair resign, the President, Vice Presidents, Secretary, and Treasurer shall convene and appoint a new Chair as described in Article V, Section 4.

3.5. The Executive Council will seek nominations and conduct elections for WOUFT delegates to the AFT-Oregon annual convention and the AFL-CIO annual convention. Nominations and elections must be completed by AFT-Oregon and AFL-CIO deadlines. Nominations are open to all regular members in good standing.

ARTICLE VIII – COMMITTEES

Section 1. Appointments.

1.1. Committees shall be composed of members of the local and shall be appointed by the Executive Council.

1.2. Chairpersons of the Committees shall be designated at the time of committee appointments by the Executive Council.

1.3. Whenever a new committee is added in the Constitution and Bylaws, initial appointments to the new committee shall be made within thirty (30) days from the effective date of the amendment, irrespective of the timeline for regular appointments in the description of the committee in these Bylaws. The initial appointees shall serve a term through the end of what otherwise would be a normal term, after which the regular appointment cycle will take place.

Section 2. Duties.

2.1. Committees shall assume duties assigned by the Executive Council.

2.2. Committees shall annually submit a written report and other reports as directed by the Executive Council.

2.3. Committees may form subcommittees as needed.

Section 3. Collective Bargaining Committee.

3.1. There shall be a WOUFT Collective Bargaining Committee.

3.2. Chair of the Collective Bargaining Committee: See Article V, Section 4 for the method, duration, and duties of appointment.

3.3. Members of the Collective Bargaining Committee: The officers of the Executive Council shall automatically be members of the collective bargaining committee, which may also be known as the bargaining team. The local shall make all reasonable efforts to ensure that at least one member from each academic division or unit (e.g., Library & Media Services) serves on the Collective Bargaining Committee. And while the Executive Council shall solicit a representative from the divisions and units, it shall be the Executive Council that determines the composition of the Collective Bargaining Committee. Only regular members of the local may serve on the Bargaining Committee. The Committee shall be appointed in spring terms of years immediately preceding the year of expiration of the current contract, or the year in which a contract reopener is stipulated, for a term of two years. The Committee will be chosen by whichever

Executive Council—incoming or existing—will be serving in the following fall term. In the event that contract negotiations have not successfully concluded prior to the expiration of the spring term, the term will automatically be extended until such time that a new contract has been ratified. If there is a change in union officers during the collective bargaining process, the new officers will not replace the existing members of the Collective Bargaining Committee if they are actively negotiating the next iteration of the contract for the local unless there is mutual agreement between an outgoing and incoming officer.

3.4. Duties of the Collective Bargaining Committee: The duties of the Collective Bargaining Committee shall be to represent and to negotiate for the local on all collective bargaining matters related to the bargaining unit.

3.5. Members of the Collective Bargaining Committee must keep confidential all discussions, paperwork, and records of the committee, to be shared only with other WOUFT members, or officers and staff of AFT-Oregon and AFT, or agents of WOUFT, AFT-Oregon, or AFT. Collective Bargaining Committee members, by joining the Collective Bargaining Committee, are understood to agree to keep these discussions and documents confidential. Only documents specifically approved by the Collective Bargaining Committee to be presented to the WOU administration may be made more widely available. Any other internal discussions, paperwork, and records may only be shared outside of WOUFT members, AFT-Oregon and AFT officers and staff and their agents if under legal obligation to do so under subpoena or court order. The Collective Bargaining Committee may, by majority vote, decide to release a document or information item from the confidentiality described here.

Section 4. Audit Committee.

The Executive Council shall appoint an Audit Committee of no fewer than three members in good standing. The Treasurer may not serve as a member of the Audit Committee. The Treasurer shall make finance records available and be available to answer questions the Audit Committee may have regarding the finances of the local. Per AFT's Constitution, the President and at least one other officer of the Executive Council must sign all WOUFT audits.

Section 5. Stewards.

The Steward Program makes the union visible to workers and administration. It enables communication, representation, and mobilization within the workplace, and helps create a union workplace culture. A steward's most important job is to build an active, united and involved membership in the workplace. The Executive Council will make every effort to ensure that each division is represented by a steward. Only regular members of the local may serve in the Steward Program.

5.1. Oversight: The Vice-President of Membership and Organization oversees the Steward Program, and ensures that each steward is provided with all necessary materials including the WOUFT Steward Handbook.

5.2. Duties: No individual steward is responsible for all of these tasks. Instead, the steward is responsible for organizing the workplace, building a worksite team and involving members so that tasks are shared and are performed on a regular basis.

- a) Get to know and build relationships with the workers in the unit
- b) Greet new members and help them get oriented
- c) Attend official new employee orientations if applicable
- d) Ask workers to join the union
- e) Provide pathways for members to get more involved in their union
- f) Develop other member leaders' skills and abilities
- g) Hold worksite or department meetings
- h) Assist the Executive Council in keeping updated phone numbers, addresses and emails of members
- i) Support contract campaigns
- j) Support rallies, vigils, work actions, petitions, demonstrations and other activities
- k) Keep bulletin boards up to date
- l) Distribute flyers, leaflets and surveys to members
- m) Attend training classes
- n) Attend General Membership Meetings and Steward Meetings
- o) Work on political and legislative activities where permissible, including signing up members to contribute to the Political Action Fund, grassroots lobbying, phone banks, and canvassing

ARTICLE IX - RATIFICATION OF COLLECTIVE BARGAINING AGREEMENTS

Section 1. Tentative Agreement.

Tentative agreements reached between the union and the employer shall be subject to vote for ratification by the membership covered by that agreement.

Section 2. Ratification Procedure.

Ratification shall be by a majority vote by ballot distributed no longer than seven business days after the Tentative Agreement is reached. Consideration and vote may be taken at a regular meeting whenever a tentative agreement is reached within one week of a scheduled, regular meeting or by a special meeting called by the Executive Council. The votes shall be cast by secret paper ballots deposited into a closed container. If a regular member is unable to be present to vote during the designated election period and wishes to cast a ballot, the regular member can do so by contacting the WOUFT Secretary to arrange to pick up an absentee ballot and designate a proxy voter who may submit the ballot. Any assigned proxy voter must be a regular member who can be present during the election. Absentee ballots will be numbered, stamped, initialed and only accepted from assigned proxy voters. The counting of the ballots shall occur during that same meeting, and be performed by the WOUFT Secretary or (if the Secretary is unavailable) by some member of the Executive Council, in the presence of at least two other members of the WOUFT Executive Council. The

results shall be immediately announced to the members, during that same meeting. In the event of a tie vote, the agreement is ratified. See Article XI, Section 3 for meeting quorum details.

ARTICLE X – STRIKES

Section 1. Strike Authorization Meeting.

To conduct a strike authorization meeting of WOUFT members, the Executive Council shall publicize and notify members about the strike authorization meeting at least 48 hours before it is held. See Article XI, Section 3 for meeting quorum details.

Section 2. Strike Authorization Vote.

The membership, at the request of the Executive Council, may authorize the union to call a strike. Strike authorization shall be granted by a majority vote of those members present at a meeting called for such a purpose. The votes shall be cast by secret paper ballots deposited into a closed container. The counting of the ballots shall occur during that same meeting, and be performed by the WOUFT Secretary or (if the Secretary is unavailable) by some member of the Executive Council, in the presence of at least two other members of the WOUFT Executive Council. The results shall be immediately announced to the members, during that same meeting. In the event of a tie vote, the authorization shall fail.

ARTICLE XI – MEETINGS

Section 1. Regular meetings.

1.1. WOUFT will hold regular member meetings (hereafter: “regular meetings”) at least three times during the academic year to take place in Fall Term during the week preceding the beginning of classes, and during the first four weeks of each Winter and Spring term. The Executive Council may, by majority vote, establish and/or change the dates of these regular meetings so long as notice is given to the membership at least ten (10) business days in advance of the rescheduled meeting. See Article XI, Section 3 for meeting quorum details.

1.2. The President or Executive Council may call additional regular meetings, including meetings during the period of July through August.

Section 2. Special meetings.

Special meetings may be called in three ways (see Article XI, Section 3 for meeting quorum details):

2.1. The regular members, by majority vote at a regular meeting, may agree on a date, time, and purpose for a special meeting.

2.2. A petition stating the purpose of the proposed special meeting, and signed by at least twenty percent of the regular members, may be submitted to the President, who shall call a special meeting.

2.3. The Executive Council, by a majority vote, may call a special meeting.

Section 3. Quora

A quorum for regular and special meetings shall consist of ten percent (10%) of the total number of regular members, including at least two officers. For strike authorization votes, strike votes, and changes to the Constitution and Bylaws, a quorum shall consist of twenty percent (20%) of the total number of regular members, including at least two officers.

Section 4. Other.

The President shall conduct all meetings. The President may delegate authority to a member of the Executive Council to conduct a meeting. All meetings will be conducted according to Revised Roberts Rules of Order.

ARTICLE XII – DUES

Section 1. Member dues shall be collected monthly at the rate proportional to gross monthly salary, according to the table immediately below. The base salary for determining the monthly deduction shall exclude summer salary or any additional stipends that a faculty member might receive. For faculty whose 9-month salary is distributed over 12 months, the dues deduction will be taken over 12 months.

Below Tenure-Track Step 1	1.028%
At or above TT Step 1 and Below TT Step 15	1.079%
At or above TT Step 15 and Below TT Step 25	1.233%
At or above TT Step 25 and Below TT Step 33	1.388%
At or above TT Step 33	1.542%

Section 2. The dues year shall be from July 1 through June 30. Dues payment is due on the first of the month for that month. Members may pay dues on a quarterly, semi-

annual, or annual basis in advance. Payment shall be to the Treasurer of the local. The local encourages members to use automatic dues deduction provisions whenever they are available.

Section 3. Per the AFT Constitution, when per capita increases are implemented by AFT or AFT-Oregon, WOUFT member dues rates shall be increased in equal proportion to such increases. When such an AFT or AFT-Oregon percapita increase is required, the WOUFT Treasurer is responsible for calculating the resulting percent increase in total WOUFT percapita payments. When any such pass-through WOUFT dues increase is triggered, the WOUFT Treasurer will apply the rate increase to the rates in the table in Section 1, maintaining three decimal places¹. Upon review by the Executive Council, this WOUFT Constitution and Bylaws is thereby considered amended without ratification and will be immediately posted as amended and the membership immediately notified.

Section 4. Other than pass-through dues increases described in Section 3, any change in local dues must be proposed at a regular membership meeting or in a special meeting as specified in Article XI. A vote on the proposal shall be conducted at the next regular meeting and must receive a majority vote to pass.

ARTICLE XIII – FINANCES

Section 1. Regular dues (see Article XII) shall be fixed by a majority vote of members present at any regular meeting providing notice of the contemplated dues change has been announced at least one month in advance.

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

Section 3. The fiscal year shall be July 1 through June 30.

Section 4. No later than October 31st, an Audit Committee (Article VIII, Section 4) shall audit the financial records of the local.

Section 5. The Treasurer of the local shall prepare all necessary Federal, State, and local tax documents and ensure that those documents are submitted in a timely manner.

ARTICLE XIV – AFFILIATIONS

Section 1. This federation shall maintain affiliation with and whenever possible send delegates to the following organizations:

¹ For example, if the WOUFT Treasurer finds that as a result of a per capita increase from AFT-Oregon, the combined monthly per capita payments to all affiliates increased from \$10,000 to \$10,530, the percentage increase is 5.3%. The top rate 1.500% change calculates as follows: $1.500\% * (1 + 0.053) = 1.5795\%$, rounded to three decimal places = 1.580%. Each dues tier is recalculated in the same way.

1.1. The American Federation of Teachers (AFT). All delegates and alternates to the national Convention, except those designated as a duty of their office, shall be elected annually by majority vote according to the same procedures for election of officers described in Article IV. The election will be scheduled after the Call-to-Convention is given by the American Federation of Teachers. Delegates shall serve for a term of one year from the time of their election. The President and the Secretary shall certify the election and forward the credentials of all delegates and alternates to the National Office as soon as possible but not later than the time required by the National Office before the convening of the National Convention. The number to be sent to the convention, notwithstanding the number to which the local is entitled, is subject to determination in advance by the Executive Council. The Treasurer will ensure that the national per capita payment through the required month has been sent to the National Office at least fifteen (15) days before the convening of the National Convention.

1.2. AFT-Oregon. Delegates and alternates, except those designated as a duty of their office, shall be elected annually by majority vote of those voting according to the same procedures for election of officers described in Article IV. The election will be scheduled after the Call-to-Convention is given by the AFT-Oregon. The number to be sent to the convention, notwithstanding the number to which the local is entitled, is subject to determination in advance by the Executive Council.

1.3. The Oregon State AFL-CIO. Delegates and alternates, except those designated as a duty of their office, shall be elected annually by majority vote of those voting according to the same procedures for election of officers described in Article IV. The election will be scheduled after the Call-to-Convention is given by the Oregon State AFL-CIO. The number to be sent to the convention, notwithstanding the number to which the local is entitled, is subject to determination in advance by the Executive Council.

Section 2. Upon request, each delegation shall make written reports to the Executive Council on meetings attended.

Section 3. Every reasonable effort shall be made by this federation to pay the legitimate expenses of delegates to meetings and conventions of affiliated organizations.

Section 4. The federation to the best of its ability shall be active in the affairs of affiliated organizations.

Section 5. Delegates to affiliated organizations shall meet the same requirements as officers of this local.

ARTICLE XV – RULES OF ORDER

Roberts Rules of Order, Newly Revised, shall govern in all cases not covered by the Constitution and Bylaws of this local.

ARTICLE XVI – AMENDMENTS

Proposed amendments to the Constitution and Bylaws may be submitted by the Executive Council or in a proposal signed by no fewer than five (5) members in good standing to the regular members at least three weeks in advance of the meeting at which the vote is scheduled. A vote will be held on the proposed amendments at the next regular member meeting or during a special meeting, if one is convened by the Executive Council. A majority vote of those at the regular member meeting is needed for approval. The rules for quorum (20%) apply to this vote regardless of the venue (see Article XI, Sect. 1.2). The votes shall be cast by secret paper ballots deposited into a closed container. The counting of the ballots shall occur during that same meeting, and be performed by the WOUFT Secretary or (if the Secretary is unavailable) by some member of the Executive Council, in the presence of at least two other members of the WOUFT Executive Council. The results shall be immediately announced to the members, during that same meeting. In the event of a tie vote, the amendment(s) is/are approved. The same amendment(s) may not be introduced more than once in a three-month period.

ARTICLE XVII – CODE OF ETHICAL PRACTICES

The Code of Ethical Practices and Conflict of Interest Policy enumerates WOUFT's ethics rules and standards and helps WOUFT to accomplish its mission. The Code and policies enable WOUFT to meet any ethical challenges that we face as we pursue our ambitious goals. They are intended to give WOUFT members and leaders guidance for achieving the highest ethical standards. By holding officers accountable, these policies promote WOUFT's goal of justice for all.

Section 1. Fiduciary Duties

1.1. WOUFT Executive Council members have a duty to discharge their responsibilities solely on behalf of and for the benefit of WOUFT.

1.2. Financial Practices.

1.2.1. WOUFT funds are held in trust for the benefit of WOUFT. Members of WOUFT are entitled to assurance that those funds are spent for appropriate purposes only.

1.2.2. WOUFT will not permit funds to be invested or expended in a manner which results in a personal profit or advantage for any Executive Council member.

1.2.3. WOUFT will not make loans to members, Executive Council members, or members of their families.

1.2.4. Members and Executive Council members will not engage in self-dealing transactions with WOUFT, such as buying from or selling property to WOUFT, without the informed unanimous approval of the Executive Council after full disclosure that includes an independent appraisal. Any such transaction must be reported to the membership in Executive Council meeting minutes.

1.2.5. Executive Council members are prohibited from accepting money or anything else of value from the Employer or any agent of the Employer.

1.2.6. Financial Processes

1.2.6.1. Payments are presented by the Treasurer to the Executive Council. Each payment requires the explicit approval of two other Executive Council members. The Treasurer *may not* authorize expenditures. Authorizations are documented through the shared account ledger. Checks may be signed with a single signature; this will usually be the Treasurer, but the President serves as an authorized signer.

1.2.6.2. Any proposed expense payable to an officer may not be authorized by that same officer.

1.2.6.3. The Treasurer executes payments once they are authorized.

1.2.7. Any WOUFT member, with just cause, can examine books, records and accounts that would verify WOUFT's financial reports or tax forms.

Section 2. Conflict of Interest Policy - The purpose of the following policy and procedures is to prevent the personal interest of Executive Council members from interfering with the performance of their duties to WOUFT, or result in personal financial, professional, or political gain on the part of such persons at the expense of WOUFT or its members, supporters, and other stakeholders.

2.1. Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of Executive Council members of WOUFT.

2.2. Policy and Practices

2.2.1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Executive Council in all conflicts of interest, including but not limited to the following:

a) An Executive Council member is related to another Executive Council member or staff member by blood, marriage or domestic partnership.

b) An Executive Council member stands to benefit from a WOUFT transaction.

2.2.2. An interested Executive Council member shall not participate in any discussion or debate of the Executive Council, or of any committee or subcommittee thereof in which

the subject of discussion is a contract, transaction, or situation in which there may be a perceived or actual conflict of interest for that member. However, they may be present to provide clarifying information in such a discussion or debate unless objected to by any present Executive Council or committee member.

2.2.3. Anyone in a position to make decisions about spending resources (i.e., transactions such as purchases and contracts) – who also stands to benefit from that decision – has a duty to disclose that conflict as soon as it arises (or becomes apparent); s/he should not participate in any final decisions.

2.2.4. This policy must be reviewed annually by all Executive Council members at a meeting of the Executive Council. The minutes of that meeting must indicate that every member of the Executive Council agrees to abide by the Code of Ethical Practices.

Section 3. Whistleblower Policy

3.1. WOUFT requires Executive Council members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

3.2. It is the responsibility of all Executive Council members to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

3.3. No Executive Council member who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including expulsion from the union (Article III, Section 4). This Whistleblower Policy is intended to encourage and enable WOUFT members and others to raise serious concerns within WOUFT.

3.4. WOUFT has an open door policy and suggests that members share their questions, concerns, suggestions or complaints with someone who can address them properly. WOUFT members are encouraged to contact any Executive Council member about any issue of concern.

Section 4. Oath of Office for WOUFT Executive Council Members

The following Oath of Office shall be taken by all incoming Executive Council members:

“I (state your name) accept my responsibility as an Executive Council member of the Western Oregon University Federation of Teachers and pledge that I will faithfully observe its constitution and bylaws and those of AFT-Oregon and the American Federation of Teachers.

I will carry out these duties to the best of my ability and pledge that I will work to the best of my ability to provide effective and responsible leadership. In this role, I agree to defend the principles of trade unionism, to work to improve the lives of our members, to encourage non-members to join, and to encourage the unrepresented to organize.

I will purchase union-made products and use unionized services whenever available and feasible, and I will not knowingly wrong a fellow union member or see a

member wronged if it is in my power to prevent it. In addition, if eligible I will qualify myself to vote in all local, state and federal elections.

I further promise that I will turn over to my successor, when duly qualified, all documents and property belonging to the organization that are in my charge at the conclusion of my term.”

ARTICLE XVIII – AVAILABILITY OF DOCUMENTS

Section 1. One electronic copy of the Constitution and Bylaws and any/all future amendments shall be submitted to the National Office of the American Federation of Teachers. One electronic copy of the Constitution and Bylaws and any/all future amendments shall be submitted to the State Office of the AFT-Oregon.

Section 2. Copies of the Constitution and Bylaws shall be made available to other affiliated organizations upon request to the President.

Section 3. Copies shall be available for any members of this local upon request to the Secretary.

Section 4. All notices, notifications, and materials for distribution to membership may be disseminated by regular mail, campus mail, email, or any other means that facilitates broad communication.