

**Graduate Employees Union, AFT/AAUP LOCAL 6666**  
***Adopted February 23, 2018***  
***Last amended May 2, 2019***

**Article 1 - Name and Affiliations**

**Section 1.1 - Name**

The name of this organization shall be the Graduate Employees Union, AFT/AAUP Local xxxx, hereafter referred to as GEU.

**Section 1.2 - Affiliations**

GEU shall be affiliated with the American Federation of Teachers – Oregon (AFT-Oregon), and through them with the American Federation of Teachers (AFT), and in turn with the state and national affiliates of the of American Federation of Labor and Congress of Industrial Organizations (AFL-CIO). GEU shall also be affiliated with AAUP-Oregon, and through them with the American Association of University Professors.

**Section 1.3 - Change of Affiliation**

GEU shall retain the right to change its affiliation on the basis of the will of its Membership, and will use the mechanisms in Section 6.3 and Section 6.4 to make this decision.

**Section 1.4 – Affiliate Access**

GEU has the exclusive right to manage its affairs and determine who has access to information about GEU business, including operations, internal deliberations and decisions, records, plans, members and bargaining unit members, including lists with names, contact information, salary, and other data. Affiliate access to these processes and resources are subject to the following contingencies:

1.4(a) Any communication, access to GEU documents or data, or other contact an affiliate would like to have with GEU members or bargaining unit members, including individual and mass emails, and attendance by an affiliate representative at any GEU meeting or event, will occur per written agreement with GEU or by express approval of the GEU Executive Board.

1.4(b) Any intervention by an affiliate representative in GEU business must be presented plainly, transparently, and completely to all members of the body responsible for that business, with context and including the complete motivation for the intervention. The presentation must be followed by, or include, a discussion with those deciding members which must proceed in a fair and balanced manner. If after the representative's recommendation is discussed, the members responsible for the issue choose to move in a different direction, the representative will respect that decision and refrain from continuing to pursue the matter directly or indirectly or through a different GEU

decision-making body. The Executive Board is empowered to end GEU contact with and access by any affiliate representative who violates this clause.

1.4(c) Nothing in this section shall be construed to violate any provision of the AFT Constitution, nor shall any provision be interpreted to interfere with the ability of the AFT to discharge its responsibilities to the members of GEU.

### **Section 1.5 - Designated Representatives**

The Executive Board has the power to authorize one or more employees of GEU or GEU's affiliates to serve as Designated Representatives for purposes of this document. The Executive Board may revoke this authorization at any time for any reason.

## **Article 2 - Objectives and Values**

### **Section 2.1 - Organizing and Representation**

We strive to empower graduate employees to exercise our rights to organize for collective, member-driven action. We encourage participation in union activities for all graduate employees regardless of age, sex, creed, race, ethnicity, national origin, sexual orientation, gender identity, body type, religious affiliation, political affiliation, ability, veteran status, parental status, or any other protected class, and we promote union rights and liberties.

### **Section 2.2 - Collective Bargaining**

We engage in negotiations and direct action in pursuit of a fair contract, fair wages, and fair working conditions for graduate employees at PSU, and to protect these rights for all current and future members of GEU. We demand clear and accurate job descriptions and expectations, protection from overwork, job security, adequate pay, and sufficient consideration and accommodation of healthcare needs and benefits for graduate employees. To this end, we will lobby at the state level for the rights of graduate employees to organize at other universities, and seek legislation which protects and further promotes the principles of free collective bargaining.

### **Section 2.3 - Community and Solidarity**

We actively foster a community of intellectuals and professionals at Portland State University and promote the mutual interests of all working people through collaboration and cooperation with other people and groups on the campus and in the wider city, state, and local community. We accomplish this by creating an environment that is responsive to member concerns and viewpoints, involving graduate employees of all backgrounds and from all departments, supporting organizations that share our goals and values, and expressing solidarity with other labor organizations.

### **Section 2.4 - Education**

We promote high-quality graduate and undergraduate education at PSU and work to protect and promote the role of graduate employees and higher education workers in the delivery of

quality education and research for the public. We aim to ensure that high standards are met in all educational institutions through lobbying efforts at the state and federal level for adequate funding for higher education. We support and protect the principles of academic freedom and fight against the influence of outside forces which threaten the legitimacy of academic institutions.

### **Section 2.5 - Equity and Justice**

We fight all forms of bias on the basis of race, creed, religious affiliation, sex, age, disability, body type, sexual orientation, gender identity and expression, lifestyle, political affiliation, economic status, color, ethnicity, national origin, parental status, veteran status, or other characteristics subject to discrimination. We advance fairness in graduate employee hiring practices, equitable treatment of all graduate employees, and equal and adequate representation for all members in union decision-making.

### **Section 2.6 - Healthcare and Social Concerns**

We advocate for the physical, mental, and social well-being of all PSU graduate employees, including access to reasonably-priced and adequate healthcare coverage. We pursue decisions which lead to a healthy and productive life for graduate employees, both personally and professionally.

## **Article 3 - Membership**

### **Section 3.1 - Definition of the Bargaining Unit**

Per GEU's certification with the Employment Relations Board, the current definition of our bargaining unit is as follows and will be superseded by the most recent of any subsequent definitions issued by the Employment Relations Board:

All Graduate Assistants employed by Portland State University, including Graduate Administrative Assistants, Graduate Research Assistants, and Graduate Teaching Assistants, but excluding supervisory and confidential employees.

### **Section 3.2 - Member Status**

3.2(a) Employees included in any bargaining unit represented by the local, or in a bargaining unit being organized by the local, shall be eligible for Regular membership. Regular members in good standing shall be entitled to all rights and privileges in Section 3.3.

3.2(b) The following classes are eligible for associate membership:

- (i) Employees who leave the bargaining unit for any reason, except supervisory status.
- (ii) Portland State University graduate students who are excluded from the bargaining unit represented by GEU.

- (iii) Former GEU Members in good standing who left the Portland State University graduate program less than one (1) calendar year ago. Associate members who are not currently Portland State University graduate students are not eligible for election to officer or steward positions.

If already elected to office at the time that they transition from Regular to Associate membership, they may complete existing terms.

Associate members in good standing have the same rights and privileges as Regular members in accordance with Section 3.6, except that they may not vote on collective bargaining agreements, calls to strike, or on questions of dues.

3.2(c) All Regular and Associate Members shall be considered in good standing with GEU so long as dues are paid in accordance with Article 18. Process for continued delinquency of dues is described by Section 3.4.

3.2(d) All Membership shall be by application through signing and filing a membership card or online application. Membership withdrawal shall be by written communication to the VP of Operations and shall take effect thirty (30) days after the communication is received.

### **Section 3.3 – GEU Member Bill of Rights**

All members of the GEU in good standing are afforded the following rights:

1. The right to the full benefits of union membership, collective bargaining, and union support without regard for bias or fear of discrimination of any kind
2. The right to file grievances against the University for matters pertaining to their job and the Collective Bargaining Agreement as outlined in Section 14.7 in keeping with Article **GRIEVANCE ARTICLE** of the Collective Bargaining Agreement
3. Weingarten rights which include the right to union advising and support during investigations and disciplinary matters
4. The right to their full voice and opinions regarding the Collective Bargaining Agreement and GEU operations through voting and involvement in union operations
5. The right to self-organize for collective, member-driven action
6. The right to serve on any GEU committee (besides removal due to continued absences (see Section 5.3) and decisions made as a result of internal review (see Article 22))
7. The right to appeal decisions made by the Executive Board or a committee according to the internal review process as outlined in Section 22.1
8. The right to run for any officer position within GEU
9. The right to create petitions and referenda for the GEU membership and Constitution
10. The right to copies of this Constitution and Bylaws upon request of the Vice President of Operations

### **Section 3.3.1 – Rights Restrictions For Members Not In Good Standing**

Members who are considered to not be in good standing due to delinquency in dues payment (see Section 3.7) or as a result of internal review shall forgo the right to participate in decision making or appeals, and are not eligible to run for officer positions.

### **Section 3.4 - Bargaining Unit Member Rights**

Regardless of membership or standing, all bargaining unit members are still entitled to the right to file grievance, Weingarten rights, the right to review the GEU constitution and bylaws, and any other rights granted by law.

### **Section 3.5 - Equity**

The Graduate Employees Union of Portland State University strives to create an atmosphere of equity among our members and the community. As such:

3.3(a) No discrimination shall be shown toward individual members or applicants for membership on the basis of race, creed, religious affiliation, sex, age, disability, body type, sexual orientation, gender identity and expression, lifestyle, political affiliation, economic status, color, ethnicity, national origin, parental status, veteran status, or other characteristics subject to discrimination.

3.3(b) Any member found to be in violation of this Equity Clause in the course of GEU operation is subject to the process of review as described in Article 12 of the GEU Constitution.

### **Section 3.6 - Supervisory Transitions**

Supervisory personnel as defined in ORS 243.650(23) shall not obtain membership. Members who are promoted to positions with the rank of supervisor are automatically removed from membership on the effective date of promotion. Although ORS 243.650(19) excludes managerial employees (in addition to supervisory employees) from public employee status, we will consider the exception for faculty members in ORS 243.650(16) to apply to e.g. an instructor of record Graduate Teaching Assistant (GTA) who has another GTA assigned to their course as a grader. In such a situation, both GTAs would be eligible for membership.

### **Section 3.7 - Delinquency**

Any member who fails to pay dues within forty-five (45) days of the due date shall be dropped from the rolls and will have their name removed from the records at the national office, unless nonpayment is a consequence of the University's failure to remit dues payments to GEU under the terms of the Collective Bargaining Agreement. The member may be reinstated upon payment of all back dues, not to exceed three (3) months of back dues, plus a reinstatement fee equal to one-half (½) the monthly dues requirement. The Executive Board may modify, including waiving completely, the amount of the reinstatement fee and back dues.

### **Section 3.8 - Amendment Impact**

No Member shall lose membership due to changes in the Constitution and Bylaws.

## **Article 4 - The Executive Board**

### **Section 4.1 - Composition**

The Executive Board shall consist of the president, the Vice Presidents (VP) for Organizing (chief steward), Bargaining, Communications, Politics, Engagement, Equity and Inclusion, and Operations, the Grievance Officer, and the Treasurer.

### **Section 4.2 - Standing**

Officers must maintain good standing in order to hold office and fulfill any GEU duties, enumerated or otherwise.

### **Section 4.3 - Meetings and Responsibilities**

The Executive Board shall meet weekly to receive updates on status of all GEU operations, activities, and projects. During meetings, the Executive Board will determine how best it can support ongoing projects and activities, make routine or time-sensitive decisions, discuss concerns brought forth by committees and individual members, identify any items that should be referred to the general membership, and attend to other enumerated duties. When necessary, the Board will also make decisions on routine matters, settle disputes within the organizations, and deliberate on matters of internal review. The Executive Board will handle all communications received via Executive Board contact points enumerated in the Bylaws and other general communications to GEU in keeping with item 5.1(b).

Executive Board meetings are open to all members in good standing, although the Executive Board may vote to close a particular agenda item for confidential deliberation, provided there is a clear and warranted justification for confidentiality, and that reason is recorded in the minutes.

### **Section 4.4 - Emergency Authority**

In the case of emergency, the Executive Board shall have the power to act on behalf of the membership. In the case of emergency action, the Executive Board must inform the general membership within forty-eight (48) hours, either in writing via the communications committee or through the calling of a general membership meeting.

### **Section 4.5 - Arbitration**

The Executive Board has the final authority to determine whether a grievance proceeds to the binding arbitration process defined in the Collective Bargaining Agreement.

### **Section 4.6 - Term Limits**

No member may serve on the Executive Board for more than four (4) calendar years in total.

## **Article 5 - Committees and Councils**

### **Section 5.1 - Participation**

Members in good standing may volunteer for committee participation. Committee members are expected to attend meetings, contribute to decision-making and planning processes, and share the work of carrying out committee activities and tasks. All committee members should notify other committee members in the case that they cannot attend committee meetings and activities. All committee members should be included in communications about a potential meeting in order to facilitate quorum and participation.

Each committee will establish an on-call rotation among all committee members in order to ensure prompt response, accountability and shared responsibility for the day-to-day-business of the committee. The committee may choose to adopt a different system from the on-call rotation to handle their affairs using the decision-making procedure in Section 6.1.

### **Section 5.2 - Committee Rules**

Quorum and rules of order for individual committees are to be set by the committee upon its establishment and may be updated following the decision-making procedure outlined in Section 6.1.

### **Section 5.3 - Absences**

This article pertains to anyone participating in a committee, the Stewards Council, or the Executive Board. An Excused Absence is defined as any absence that has been communicated to other meeting attendees at least four hours prior to the meeting. If a committee member has not fulfilled their duties for at least the absent period (see Article 23), other committee members may consider that member's removal by a majority vote of committee members. The absent member will be notified one (1) week prior to such a vote. All unexcused absences will be followed by a call by another meeting attendee. If an officer is voted out of a position on a committee, the Stewards Council, or out of the Executive Board, then said officer will no longer hold that position.

### **Section 5.4 - Committee Chairs**

Each committee has a designated Executive Officer who serves as committee chair, see Article 3 for chair duties. The Committee Chair is responsible for arranging for updates to be provided to the Executive Board prior to each Executive Board meeting. This update contains the points which will be discussed at the Executive Board meeting; the update may include description of recent activities or decisions made by the committee, questions from the committee or request for resources, or suggestions for the improved performance of their respective committees.

### **Section 5.5 - Standing Committees**

The set of standing committees is enumerated in Article 14.

### **Section 5.6 - Pan-Committee Meeting**

Any committee may by consensus choose to convene a meeting of any subset of committees (including all committees) (including the Executive Board and, if appropriate, including

stewards). The meeting voting population shall consist of whoever is present at the meeting, regardless of number of attendees. Executive Board rules of order apply. Such meetings are open to all members in good standing. Decisions made will apply to any subject under the purview of a committee with a quorum (as defined for that committee) in attendance. Decisions made in this committee have the same impact as a ruling of any individual committee (including Executive Board and stewards, if in attendance).

#### **Section 5.7 - Grievance Point Duty**

Officers and any other GEU members approved by the Grievance Officer may be assigned to assist with individual grievances as appropriate and necessary. Grievance duties entail communicating with the grievant(s) regarding grievance processes, procedures and timelines, ensuring that the appropriate communications with administration contacts are effectively managed, supporting the grievant(s), and attending meetings related to grievance proceedings. The officer or steward on point duty for a grievance will serve as a primary point of contact for the grievant(s). It is the responsibility of the primary point of contact to forward copies of all grievances and related material to the Grievance Officer.

#### **Section 5.8 - Steward Council**

This council consists of all GEU department Stewards. The Steward Council is responsible for coordinating membership campaigns and actions for progress towards membership goals. The Steward Council will develop strategies for communicating with and disseminating information to GEU members and those eligible for GEU membership in stewards' respective departments. This Council is chaired by the VP of Organizing (Chief Steward). In the case of an appeal which involves the Executive Board either as the appellant or the subject, the Steward Council will handle the appeal as outlined in Article 22.2. The Steward Council will meet two (2) times per term to discuss department membership and participation in GEU actions/campaigns, and to represent the concerns of individual departments.

### **Article 6 - Checks and Balances**

#### **Section 6.1 - Decision Making**

Decision making by committee shall follow the pattern below;

6.1(a) When an actionable proposal is presented in a committee meeting which pertains only to internal function of that committee, decisions are to be reached by consensus. If an issue arises for which a consensus cannot be reached after appropriate deliberation as judged by the committee members, it may be treated as an external issue. Internal issues are not subject to appeal, though if there is adequate cause to suspect misconduct, a case can be made for Internal Review (see Article 22).

6.1(b) When an actionable proposal is presented in a committee meeting which pertains to GEU outside of the function of the committee in question, then the committee shall make decisions as follows:



6.1(c) The floor shall be open for discussion for no less than 5 minutes, or the committee may establish a consensus that discussion is unnecessary. After the discussion, there will be a non-binding vote on the proposal. If the vote is not unanimous there will be a dissenting discussion, limited to a length of ten (10) minutes. The limit can be extended if a simple majority of the group believes additional time is necessary. If the vote is unanimous, no further action is required.

6.1(d) If there is a dissenting discussion and no consensus is reached, the proposal will be decided by majority vote. The proposal passes if a committee majority (see Article 23) (hereafter "majority") of the total committee members is in favor, and fails otherwise.

6.1(e) If a proposal receives less than majority approval, but could pass if the votes of absent members were counted, then absentees may vote in absentia in writing until the following meeting, or until a majority in favor or against is reached. As soon as a majority is reached through absentia voting, the proposal passes. The vote of any committee members who do not vote before the next committee meeting will not be counted. If majority in favor is not reached before the next meeting, or if majority against is reached, the proposal fails. The committee shall select representatives for both supporting and dissenting points of view to provide a brief written statement which can be sent to the absent members in the email communication. Representatives will brief absent members in writing within 24 hours, and include meeting minutes in the brief.

## **Section 6.2 - Appeal**

Any decision made by vote of a committee which affects GEU members and overall operations (hereafter "the decision") may be appealed by another committee with a consensus among its members. If an individual member wants to appeal a decision, they must find a committee to sponsor their appeal. An appeal, once resolved, may be appealed following the same process described below:

6.2(a) Broadly, any decision or appeal resolved by the Executive Board may be overruled by the Steward Council, which in turn may be overruled by the General Membership. The committee calling the appeal, (hereafter "the appellant") shall submit their proposal to the Executive Board for consideration, unless the Executive Board is the committee which made the decision (hereafter "the subject"), or is the appellant, in which case the proposal shall be made to the Steward Council. The committee hearing the appeal is known as the "appeal committee". If the Steward Council is the subject of appeal, or is appellant, and the issue has already involved the Executive Board, then the issue will be presented (including all documentation from any previous appeals of the decision) to and voted on by the general membership in attendance at the next General Membership Meeting as described in Section 6.3, or if the issue in question must be resolved prior to the next General Membership Meeting, a referendum should be issued

as described in Section 6.4. The committee handling the appeal shall be referred to as the appeal committee.

6.2(b) The appeal committee shall meet to discuss the proposal at the earliest convenience; whether that is the next scheduled meeting of the committee or a special meeting is at the appeal committee's discretion. Written notification of the meeting shall be given to both the appellant and subject of appeal, and at least one (1) representative from each group shall be present to give context to the appeal committee. The representatives will each be given a maximum of ten (10) minutes to explain the point of view of their respective committee, after which they are considered observers to further proceedings. If a representative of the appellant or subject of appeal is not present at the time of discussion, the records pertaining to the original decision and the written proposal of appeal shall be held as self-evident and weighed by the appeal committee without support from any of the representatives.

6.2(c) After taking the statements of the representatives if present, the appeal committee shall discuss the issue of the decision and proposal of appeal among themselves until a motion to resolve is made. During discussion and deliberation, the appeal committee may ask the representatives who are present "yes or no" questions for points of clarification, but elaboration will not be considered. When a motion to resolve is made, the appeal committee shall come to its decision as described in section 1.b of this article. Once a decision is made the appeals committee will summarize the reasoning behind the decision, and shall provide a written summary of the appeal proceedings to the appellant and subject of appeal within three (3) days of the decision. If the decision being appealed changed any existing document or practice for GEU, the former version of that document or practice shall go into effect. If the issue is subsequently addressed, the body addressing the issue must take the content of any previously written appeal summary into account.

### **Section 6.3 - General Membership Decisions**

Any committee may put a matter under its authority to a decision by the general membership. The first place to do so is the General Membership Meeting, by presenting attendees with a binary choice. The process is as follows:

6.3(a) The decision must be added to the agenda no less than five (5) days prior to the meeting so that the membership can be informed of the vote. However, any committee may propose a decision regarding a matter under its authority from the floor during the meeting, to be made using the procedure in this Section.

6.3(b) At least one (1) representative in favor of and one (1) against the decision shall be present to give context to the members. The representatives will each be given a maximum of ten (10) minutes to explain their respective point of view so that members in attendance are able to make informed decisions. Representatives must be prepared to

take questions from the membership in a “question and answer” session lasting no more than fifteen (15) minutes.

6.3(c) Voting will follow the question and answer session, where a vote passes if it has the support of a committee majority (see Article 23) of the members in attendance:

6.3(c)(1) The VP of Operations shall conduct a voice vote and judge whether it passes the support threshold. Any member in attendance may call for a division of the assembly to clarify the outcome of the voice vote. Any member in attendance may appeal the result of the voice vote or division of the assembly and advance the process to Step 2 (below).

6.3(c)(2) If the VP of Operations cannot judge the outcome of the voice vote or division of the assembly is appealed, members shall cast their votes anonymously by paper ballot. The vote will be tallied at the meeting by a committee of three (3) tellers, including the VP of Operations. Any member in attendance may request a recount, to be completed at the meeting by the VP of Operations and one other Executive Board member. Only one (1) recount is allowed per decision.

The decision is considered valid so long as at least a general quorum (see Article 23) of the membership was in attendance and voted, and if so, the decision will be announced immediately at the meeting and to all members via email within five (5) days of the meeting. If a decision is made but is not valid due to lack of quorum, any member present may bring the matter to referendum (see Section 6.4) without petition.

#### **Section 6.4 - Referendum**

In the case that a decision requires the input of the total membership, a referendum can be issued. If the decision is one which is not the result of a previous ruling (i.e. Internal Review, Committee Decision, or Appeal), then it can be brought to referendum by petition of a General quorum (see Article 23) submitted to and verified by the Executive Board. If the Constitution or Bylaws explicitly state that a matter is to be decided by referendum, a petition is not necessary. The outcome of a referendum is binding, and may only be overturned by referendum.

Referenda shall be issued as follows:

6.4(a) Upon receipt of a referendum petition or notice to the VP of Operations that a referendum is initiated in keeping with the Constitution and Bylaws, a Voting Committee will be formed, will announce a vote to take place no less than five (5) days from the verification of signatures or receipt of notice, as applicable, and will administer the vote in keeping with Article 21. In that time:

- (i) The Political Action Committee may arrange an information session for the referendum to be held on or before the final voting day.

- (ii) At the discretion of the VP of Organizing and time permitting, stewards are to make house and office visits to inform the membership of the vote, and distribute the informational material provided by the Voting Committee.

6.4(b) The vote on the referendum is to be carried out as described in Article 21, where the questions are issues the referendum will decide, and the options are alternative ways to address the corresponding issue. If it is practicable to maintain the status quo regarding an issue, an option to do so will be included. The result of voting will be valid once a Referendum quorum (see Article 23) has voted. Voting will remain open for at least two (2) days and until the referendum quorum has been met; voting may only be closed early upon full (100%) response from the membership. If the referendum quorum is not reached within five (5) days, no decision is made.

### **Section 6.6 - Conflicts of Interest**

Pertaining to any decision made within the GEU; if a conflict of interest exists for a decision maker, that person is obligated to abstain from binding votes, discussion, and deliberations. Their position shall not be counted toward total membership of the deciding body. The nature of the conflict need not be divulged in any capacity, merely that one exists. If it is found that a conflict of interest exists for a decision maker, and that person did not abstain or excuse themselves from discussion, the decision is considered invalid and that person is subject to Internal Review (see Article 22). Similarly, anyone who falsely asserts that a decision maker has a conflict of interest is subject to Internal Review.

### **Section 6.7 – Precedence**

If any provision in the Bylaws conflicts with a provision in the Constitution, the provision in the Constitution supersedes the provision in the Bylaws.

## **Article 7 - Executive Board Elections**

### **Section 7.1 – Officers and Term**

All Executive Board officers listed in Section 4.1 will be elected to the local Executive Board annually. The term of office will be one year. Only members in good standing are eligible to run for office.

### **Section 7.2 – Filling Vacancies**

The Executive Board will have authority to fill officer vacancies for the remainder of the term of office by appointment.

## **Article 8 - Availability of Constitution**

### **Section 8.1 – Affiliate Copies**

Three copies of this Constitution and any Bylaws, and all future amendments, shall be submitted to the national offices of the American Federation of Teachers and the American Association of University Professors. One copy of this Constitution, and all future amendments, shall be submitted to AFT-Oregon and to AAUP-Oregon. Copies of this Constitution shall be made available to other affiliated organizations upon request.

### **Section 8.2 – Availability to Members**

Copies of this Constitution shall be available to any member of the local in good standing upon request to the Vice President of Operations.

## **Article 9 - Collective Bargaining**

### **Section 9.1 – Bargaining Platform**

Prior to both full contract and reopener negotiations, the Bargaining Team will develop a bargaining platform of issues to be advanced in bargaining. This platform will be discussed at a general membership meeting. Bargaining may not proceed until the bargaining platform is ratified by the membership. Ratification may occur by a successful decision to ratify at a general membership meeting (see Section 6.3), or by referendum (see Section 6.4).

### **Section 9.2 – Ratification of Tentative Agreements**

Tentative agreements reached between the union and the employer shall be subject to vote for ratification by the membership covered by that agreement. Ratification may occur by referendum, where a document containing all proposed tentative agreements for member consideration is provided. Ratification may occur by a successful decision to ratify at a general membership meeting (see Section 6.3) whenever a tentative agreement is reached not more than five (5) days before a scheduled, regular general membership meeting.

## **Article 10 - Amendments**

### **Section 10.1 - Transparency**

The proposed amendment shall be submitted to the members by the Executive Board at least four weeks in advance of the meeting. Proposed amendments to be submitted to the members include:

10.1(a) Any amendment that is submitted to the President at least six weeks in advance of the meeting at which the vote is scheduled, and has been signed by a General quorum (see Article 23).

10.1(b) Any amendment approved by the Executive Board for submission.

### **Section 10.2 - Approval**

This Constitution may be amended by a three-fourths ( $\frac{3}{4}$ ) vote at a general membership meeting. At least a General quorum (see Article 23) must be present in order for the amendment to pass. If fewer than a General quorum are present, and the amendment obtains a

three-fourths ( $\frac{3}{4}$ ) majority support, the amendment can be submitted as a referendum, described in Section 6.4.

**Section 10.3 - Sensibility**

The following limitations apply to possible introduction of amendments to the Constitution:

10.3(a) An article may not be amended more than once within a six (6) month period.

10.3(b) An amendment which has been previously introduced, may not be submitted more than once in a twelve (12) month period.

**BYLAWS**  
**Graduate Employees Union, AFT/AAUP Local XXXX**  
*Last amended \_\_\_\_\_ XX, XXXX*

**Article 11 - Strikes**

**Section 11.1 - Calling a Strike**

The Executive Board has the authority to call a special meeting of the general membership for the purpose of announcing intent to call a strike vote and holding a public discussion of the matter among members.

**Section 11.2 - Strike Vote**

The strike vote is to be carried out by referendum, as described in Section 6.4(b). The result of voting will be valid once eighty percent (80%) of the membership has cast their vote, and will remain open for at least three (3) days and until that threshold has been met or voting has been open for ten (10) days, whichever happens first; a vote may only be closed before three (3) days upon full (100%) response from the membership. The outcome of the vote is decided by three-fourths ( $\frac{3}{4}$ ) majority.

**Section 11.3 - Call-off**

A strike has come to an end if, and only if, an agreement is met with PSU administration and a contract is ratified by the general membership.

**Article 12 - Amendments to the Bylaws**

**Section 12.1 - Transparency**

The proposed amendment shall be submitted to the members by the Executive Board at least two weeks in advance of the meeting at which the vote is scheduled. Proposed amendments to be submitted to the members include:

12.1(a) Any amendment petition that is submitted to the president at least six (6) weeks in advance of the meeting at which the vote is scheduled, and has been signed by an Uncontested quorum (see Article 23).

12.1(b) Any amendment approved by the Executive Council for submission.

**Section 12.2 - Approval**

These Bylaws may be amended by a three-fourths ( $\frac{3}{4}$ ) vote at a general membership meeting. At least an Uncontested quorum (see Article 23) of the general membership must be present in order for the amendment to pass. If less than an Uncontested quorum is in attendance for the vote, and the amendment obtains a three-fourths ( $\frac{3}{4}$ ) majority support, the amendment can be submitted in the format of a referendum without petition, as described in Section 6.4.

**Section 12.3 - Sensibility**

An amendment which has been previously introduced, may not be submitted more than once in a six (6) month period.

### **Article 13 - Officers and Their Duties**

All officers shall be elected to their positions, as outlined in Article 20. Officers help to carry out the most important functions of the Union. Officers in committee chair roles are formally responsible for ensuring that the functions of that committee are being carried out. However, duties and tasks within the committees shall be shared as described in Section 5.1. Officers in committee chair roles will serve as the official representative of their respective committee in Executive Board functions and in appeal hearings, but may delegate stand-ins as needed or appropriate. All officers must read and understand the GEU Constitution and Bylaws before taking office.

#### **Section 13.1 - President**

The duties of the President are as follows:

- 13.1(a) Preside over all GMMs and all meetings of the Executive Board
- 13.1(b) Make reports to membership on the status of the union and major happenings and decisions of the executive board, at a GMM if practicable, and otherwise via email (especially regarding time-sensitive matters), or through the communications committee, if appropriate.
- 13.1(c) Ex-officio member of all GEU committees
- 13.1(d) Co-signatory with treasurer on all investments and accounts controlled by GEU
- 13.1(e) Represent the GEU in an official capacity at university and community events
- 13.1(f) In the case of emergency, the president will have authority to act on behalf of the GEU. The general membership will be notified within forty-eight (48) hours.
- 13.1(g) First point of contact for internal review, shall lead all internal review process unless they are the member under review
- 13.1(h) Serve as a backup and/or provide support for Grievance Officers, Stewards, and the VP for Organizing in grievance proceedings

#### **Section 13.2 - Vice President for Organizing (Chief Steward)**

The duties of the Vice President for Organizing (Chief Steward) are as follows:

- 13.2(a) Responsible for coordinating and overseeing GEU membership recruitment and organizing membership campaigns
- 13.2(b) Preside over meetings of the Steward Council as chair
- 13.2(c) Represent the concerns of the Steward Council to the Executive Board
- 13.2(d) Carry out the duties of the president in the case of absence or vacancy
- 13.2(e) Work with the Grievance Officer to educate Stewards on our contract and coordinate steward investigations of contract compliance
- 13.2(f) Chair the Contract Action Team



### **Section 13.3 - Grievance Officer**

The duties of the Grievance Officer are as follows:

- 13.3(a) Serve as the main point of contact for all GEU member grievances and inquiries related to potential grievances or contract interpretation, other than those related to issues of equity and inclusion
- 13.3(b) Responsible for forming and chairing the Grievance Committee
- 13.3(c) Responsible for documenting, tracking and managing existing grievances, delegate tasks for specific grievances to authorized and appropriate stewards and officers and verify that delegates carry out the tasks
- 13.3(d) Coordinate contract interpretation with the VPs of Organizing and Bargaining to ensure clarity in the handling of each individual grievance; keep records of potential contract problems which may require changes to be made in the contract language in the next negotiating sessions
- 13.3(e) Communicate any concerns about the grievance process to the Executive Board
- 13.3(f) Oversee contract compliance education by coordinating research, ensuring that member surveys gather adequate data on compliance, working with the Chief Steward on steward contract education and contract compliance investigation.
- 13.3(g) To be responsible, in conjunction with the President, for originating, reviewing, or editing all correspondence with the University or its agents in connection with all grievances
- 13.3(h) to accompany the President in meetings regarding the administration of the contract

### **Section 13.4 - Vice President for Collective Bargaining**

The duties of the Vice President for Collective Bargaining are as follows:

- 13.4(a) Responsible for leading the bargaining process
- 13.4(b) Chair of the Bargaining Team
- 13.4(c) When bargaining is not ongoing, chair the Labor Management Committee; When bargaining is ongoing, the VP of Collective Bargaining may designate a representative to chair the Labor Management Committee
- 13.4(d) Arrange for an in-person attendee to take notes at each bargaining session
- 13.4(e) Oversee the Monitoring, investigation, and research on relevant issues for subsequent bargaining sessions, in coordination with other members of the bargaining team
- 13.4(f) Communicate with outside resources for bargaining, if necessary, including cooperation with AFT and other union affiliates
- 13.4(g) Represent concerns related to bargaining and the Bargaining Team to the Executive Board
- 13.4(h) Provide updates on bargaining proceedings to the general membership in cooperation with other Bargaining Team members and the Communications Committee

13.4(j) Serve as a backup and/or provide support for Grievance Officers and Stewards in contract interpretation and grievance proceedings

**Section 13.5 - Vice President for Communications**

The duties of the Vice President for Communications are as follows:

13.5(a) Serve as chair of the Communications Committee

13.5(b) Lead coordination of GEU internal and external outreach efforts, to facilitate timely and coherent communications to members

13.5(c) Manage and approve (and delegate approval of) official external communications (e.g. press releases, media statements, official reactions/statements) to ensure that they are consistent with GEU messaging and comply with GEU communication policies/priorities, except in the case of urgent communications and bargaining updates from the President or VP of Collective Bargaining.

13.5(c) Serve as the “voice” of GEU, acting as official spokesperson and being the main contact for official communications

**Section 13.6 - Vice President for Equity and Inclusion**

The duties of the Vice President for Equity and Inclusion are as follows:

13.6(a) Work with the Executive Board, committees, stewards, and the general membership to foster a culture of respect and inclusion for all members of the GEU community, and represent the concerns of underrepresented members of the Bargaining Unit

13.6(b) Serve as chair of the Equity Committee and oversee implementation of its recommendations and activities

13.6(c) Encourage and recruit members from a wide range of backgrounds and identities to run for GEU officer positions, occupy stewardship positions, and serve on committees

13.6(d) Promote understanding of the intersection of issues of diversity and inclusion as related to GEU policies, procedures, and politics, and create opportunities for learning about all member identities

13.6(e) Represent any equity concerns of and to the general membership and Executive Board, and work with Equity and Inclusion Committee to offer concrete recommendations for changes to GEU culture, policies, procedures, etc.

13.6(f) In conjunction with the Equity Committee, oversee handling of grievances related to issues of equity and inclusion as they arise, and encourage members to come forward with equity-related grievances

13.6(g) Offer support and/or resources for members to work with faculty and staff to expand cultural competencies within departments and within the wider PSU community

**Section 13.7 - Vice President for Social Engagement**

The Duties of the Vice President for Social Engagement are as follows:

- 13.7(a) Spearhead the efforts of the Social Engagement Committee to organize and coordinate GEU social gatherings and events
- 13.7(b) Facilitate collaboration with the Communications Committee to inform the membership of relevant community, campus and GEU events.
- 13.7(c) Organize at least three (3) General Membership Meetings throughout the year
- 13.7(d) Serve as the gauge of member morale to the Executive Board, and offer suggestions for how to continually foster a spirit of camaraderie and group cohesion within all GEU events

### **Section 13.8 - Treasurer**

The duties of the Treasurer are as follows:

- 13.8(a) Serve as co-signatory with the President
- 13.8(b) Keep GEU financial records secure, accurate, and up-to-date
- 13.8(c) Make quarterly reports on the budget to the membership and the Executive Board
- 13.8(d) Communicate with committee chairs regarding their respective budgets
- 13.8(e) Responsible for the proper receipt and disbursement of all GEU funds and tracking of all purchases and reimbursements
- 13.8(f) Track the receipt of dues and notify members who are delinquent in the payment of dues
- 13.8(g) Ensure the payment of per capita dues to affiliates listed in Section 1.2 in keeping with the qualifications for these payments in Section 1.4 and the contents of Article 18, and coordinate the pooling of GEU funds for other forms of payment or donation

### **Section 13.9 - Vice President of Operations**

The duties of the Vice President of Operations are as follows:

- 13.9(a) Keep minutes at all Executive Board meetings, General Membership Meetings, and Appeals hearings or arrange for another in-person attendee to do so
- 13.9(b) Issue notices and handle correspondence at the direction of the President
- 13.9(c) Keep accurate membership record
- 13.9(d) Custodian of GEU seal, charter, and constitution and bylaws
- 13.9(e) Maintain an up-to-date membership database, track and record other GEU data (including survey response data)
- 13.9(f) Ensure that all GEU paperwork is up-to-date
- 13.9(g) Assemble the Voting Committee (see Section 21.4) when necessary

### **Section 13.10 - Vice President of Politics**

The duties of the Vice President of Politics are as follows:

- 13.10(a) Chair the Political Action Committee
- 13.10(b) Coordinate efforts to encourage positive political participation of the membership and coordinate member political education
- 13.10(c) Serve as point of contact for endorsement requests and coordinate the endorsement process with the Political Action Committee as described in Article 16
- 13.10(f) Make recommendations to Executive Board when political action is advisable and keep Executive Board apprised of political developments relevant to GEU
- 13.10(g) Coordinate the Political Action Committee's monitoring and research of local, state, and federal-level political and legal developments relevant to GEU, higher education, and labor rights in general
- 13.10(h) Serve as the designated representative of GEU in local political matters, for example testifying at legislative hearings, attending roundtables, etc., and participate in or organize lobby days, and otherwise be involved with other forms of local and state-level political action
- 13.10(i) Coordinate with other locals, including PSU-AAUP, PSUFA, SEIU, GTFF, and CGE

#### **Section 13.11 - Temporary Officers**

Other officer positions may be created and filled by the Executive Board by appointment as needed on a temporary basis. If the duties associated with such a position continue to be necessary for more than one (1) calendar year, this position must be added as an official officer position by amendment to the bylaws and filled by election.

#### **Section 13.12 – New Permanent Officers**

Additional permanent officer positions may be created as needed by amendment to the constitution or bylaws.

### **Article 14 – Standing Committees**

#### **Section 14.1 – Negotiations Committee**

The Negotiations Committee shall be composed to two (2) individual yet interconnected groups, as described below:

14.1(a) Bargaining Team: When bargaining is ongoing, the Bargaining Team is responsible for engaging in negotiations during all bargaining sessions, scheduling bargaining meetings with administration, and all other activities directly related to bargaining. This committee is chaired by the VP of Collective Bargaining. When GEU is not bargaining, the Bargaining Team will serve as the Labor Management Committee established in Article **LABOR\_MANAGEMENT\_ARTICLE** of the Collective Bargaining Agreement.

14.1(b) Contract Action Team: The objective of the Contract Action Team is to build a campaign to support contract negotiations. The Contract Action Team's duties may

include organizing actions related to an escalation plan, and mobilizing members for participation in the contract negotiation process.

#### **Section 14.2 - Communications Committee**

The Communications Committee maintains the GEU newsletter, website, and social media accounts. The Communications Committee is responsible for keeping members informed of all GEU activities, events, meetings, campaigns, and relevant news related to GEU. The Communications Committee is responsible for creating or reviewing all outreach materials, and promotional materials for GEU events and campaigns. When it is necessary to collect information from members, the Communications Committee will collaborate as necessary to disseminate surveys or other data collection tools. All formal statements and publications to the media shall be created by the Communications Committee, with approval from the VP of Communications. The Communications Committee is chaired by the VP of Communications. Committees and members will collaborate with the Communications Committee to produce outreach materials. Any GEU committee or member(s) needing materials reviewed must give materials to the Communications Committee at least five (5) days before materials are needed.

#### **Section 14.3 - Equity Committee**

The Equity Committee is committed to building an equitable union that is accessible to all and representative of the graduate employee population at Portland State University. This committee works to ensure that all provisions of the objective of Equity and Justice (Section 2.5) are carried out by GEU members and leadership, and advocate for the same at the administrative level on behalf of all PSU graduate employees and students. When appropriate, the committee will collaboratively identify concrete recommendations to the Executive Board for changes to GEU culture, process, or policies. The Equity Committee will serve as a resource for members and all graduate students at PSU to learn about issues related to labor and diversity, and may organize events or activities to this end. This committee is chaired by the VP of Equity and Inclusion.

#### **Section 14.4 - Political Action Committee**

The Political Action Committee coordinates and encourages positive participation in political activity among GEU membership, and mobilizes civic engagement both within the University and in the wider local, state, and federal community. Members of this committee will track policy changes, ballot measures, legislation, and other political matters that could affect GEU, labor unions, graduate students, or higher education in general, and may recommend advocacy or political action on certain issues. The Political Action Committee may also organize political education and trainings as needed. Updates and information about relevant political developments will be sent to the Communications Committee as needed to be relayed to members. This committee is responsible for organizing all referenda information sessions and endorsement hearings and communicating information about endorsement opportunities, meetings, and decisions to the general membership. The Political Action Committee will mobilize members to participate in and support broad political actions such as rallies, public meetings, picketing, and public social events. This committee is chaired by the VP of Politics.

### **Section 14.5 - Social Engagement Committee**

The Social Engagement Committee organizes GEU social events and leads efforts to build a community among the graduate student community in pursuit of Community and Solidarity, as in Section 2.3. The Social Engagement Committee will work with the Communications Committee and Steward Council to promote GEU social events. This committee is chaired by VP of Social Engagement. The Social Engagement Committee, with other officers and committees, is also responsible for coordinating logistics for GEU General Membership Meetings.

### **Section 14.6 - Grievance Committee**

A grievance is a formal complaint raised by an employee against the employer within the confines of the workplace. The Grievance Committee will determine the viability of grievances and track grievances in progress. The Grievance Committee members will be available to attend meetings and carry out tasks assigned by the Grievance Officer or a Designated Representative (see Section 1.5), including Grievance Point Duty as described in Section 5.7.

The Grievance Committee shall have the authority to recommend to the Executive Board whether grievances not resolved during the grievance process (as specified in the Collective Bargaining Agreement) should be taken to binding arbitration. Such decisions shall require a quorum of at least three (3) members. In the event the Grievance Committee decides not to recommend taking a grievance to arbitration, the grievant may appeal the decision; the decision will be considered as affecting GEU members and overall operations, and thus subject to the appeal process in Section 6.2. This committee is chaired by the Grievance Officer.

### **Section 14.7 - Ad Hoc Committees**

Additional committees may be created on an ad hoc basis at the discretion of existing committees and subject to the oversight of the Executive Board.

## **Article 15 - Stewards and Their Duties**

### **Section 15.1 - Becoming a Steward**

Any GEU member can volunteer to become a steward for their employing unit. If the unit employs a number of bargaining unit members that is smaller than the Representation quota (see Article 23), a member may volunteer to be steward for the set of all employing units with fewer bargaining unit members than the representation quota. All stewards must sign a Steward Agreement, which will include length of position and list duties and responsibilities associated with role as listed in Section 15.6.

### **Section 15.2 - Enumeration**

The number of Steward Council votes apportioned to an employing unit is equal to the number of bargaining unit members in the unit divided by the Representation quota (see Article 23). If the remainder is greater than or equal to half of the representation quota, an additional vote is apportioned. All units employing a number of bargaining unit members smaller than the

representation quota will be aggregated and counted as one (1) employing unit. Steward votes are apportioned annually based on the membership within each employing unit as of the steward apportionment date (see Article 23).

### **Section 15.3 - Standing**

In order to serve as steward, a candidate must be a member in good standing.

### **Section 15.6 - Duties**

The duties of a steward are:

- 5.6(a) Organize members of the department/employing unit that they represent
- 5.6(b) Monitor potential contract violations and reporting concerns to Grievance Officer or other responsible Executive Board members (see Article 3), assisting members in processing grievances and representing them (if requested) in any grievance meetings; stewards shall forward copies of all grievances and related material to the Grievance Officer
- 5.6(c) Communicate with members in their department via email, department meetings, office visits, dissemination of meeting minutes, or maintenance of bulletin board postings in the work area in keeping with Article **UNION\_RIGHTS\_ARTICLE** of the Collective Bargaining Agreement,
- 5.6(d) Mobilize members in their employing unit to participate in GEU activities and initiatives
- 5.6(e) Encourage all eligible bargaining unit members to join GEU and providing basic GEU orientation information
- 5.6(f) Attend GMMs, stewardship council meetings, etc., representing their department members in meetings

### **Section 5.7 - Steward Council Voting**

There can be any number of stewards representing each unit (or the set of units smaller than the representation quota). For each unit (and the set of units smaller than the representation quota), votes will be separately allocated as follows:

All present stewards will vote, and votes will be allocated proportionally based on the votes of present stewards:

- The number of yes votes divided by the number of total votes cast times the number of allocated votes yields the number of final yes votes.
  - If this number is not an integer, then take the nearest integer.
  - If there is no nearest integer (i.e. this number's decimal representation ends in ".5"), then the contested vote will be allocated by coin flip. If no stewards participate, votes are not counted.

## **Article 16 - Endorsements**

### **Section 16.1 - Expedited Endorsement Procedure**

For political endorsements that are not candidate endorsements and do not require financial support from GEU, the Political Action Committee has broad authority to endorse on behalf of GEU through the following procedure:

16.1(a) PAC members will deliberate in person if time permits, or via email if necessary.

16.1(b) If there is consensus among all PAC members that it is appropriate for GEU based on existing commitments, GEU's objectives (see Article 2) and values, and that it is in the interests of members to move forward with the endorsement, then the PAC may do so on behalf of GEU.

16.1(c) If no consensus is reached, the matter is referred to the Executive Board, and will follow the same decision-making procedure outlined in Article 6.

Endorsement decisions made by the PAC can be appealed by petition as specified in the referendum process in Section 6.4.

#### **Section 16.2 – Political and Financial Support**

Endorsement of candidates and endorsements that require financial support from GEU shall be made by referendum (see Section 6.4), or may be handled at the next GMM if convenient.

### **Article 17 - Delegate Elections**

When opportunities arise for GEU to send delegates to participate in wider campus, state, regional, or national events, the Executive Board will solicit nominations from the Steward Council, committees, and from within the Executive Board for potential delegates. The Executive Board will deliberate at a regular meeting, and will make a decision based on nominee's past participation and involvement in relevant issues, their strategic position within GEU, and a reasonable expectation that their participation will benefit GEU. Delegates will have the authority to act on GEU's behalf at these events.

### **Article 18 - Dues**

#### **Section 18.1 - Rate**

The monthly dues for Regular members shall be two percent (2.0%) of monthly gross income. Monthly dues for Associate members shall be ten dollars (\$10.00). These amounts will only be adjusted by any pass through of affiliation fees. Fair-share fees shall be equal to Regular member dues.

#### **Section 18.2 - Non-Chargeable Expenses**

Chargeable fair-share fees will be calculated by subtracting a portion allocated to non-chargeable expenses (as determined by an annual audit) from the fair-share fees defined in Section 18.1. Fair-share employees may elect to pay chargeable fair-share fees by notifying the Treasurer in writing. Within thirty (30) days of notification in writing, GEU will reimburse the employee for the non-chargeable portion of any fair-share fees paid by the employee in the past year, and notify PSU to deduct the chargeable fair-share fees for the employee in future.



### **Section 18.3 - Payment**

The dues year shall be from July 1 through June 30. Dues payment is due on the fifteenth (15th) of the month for that month. Payment for outstanding dues will be remitted to the Treasurer. PSU will automatically deduct dues from all bargaining unit members' paychecks from the date of hire, in keeping with the Collective Bargaining Agreement. If automatic deduction does not occur, bargaining unit members' will remit dues directly to the Treasurer by the due date.

### **Section 18.4 - Religious Objectors**

Religious objectors will pay an amount equivalent to regular union dues to a non religious charity, or to another charitable organization mutually agreed upon by the employee affected and the GEU, in accordance with the applicable procedures in ORS 243.666.

## **Article 19 - Finances**

### **Section 19.1 – Fiscal Year**

The fiscal year shall be July 1 through June 30.

### **Section 19.2 – Audit**

There shall be an annual audit or audit review of the funds of the local at the conclusion of each fiscal year.

### **Section 19.3 - Budgets**

Each Committee will be allocated a budget at the beginning of the school year. Each committee's budget should be put together by the Treasurer with input from the committee and the Executive Board will approve them at the beginning of each fiscal year.

### **Section 19.4 - Purchasing**

Each officer will be given purchasing power for their designated committee. Any purchase made should be for official GEU activities. Any officer found to be using committee funds for non-GEU purposes may be subject to internal review. Upon being elected, each officer will be given a checkbook/credit card for their committee use, which draws only up to the committee's budget. If another member of the committee makes a purchase without the committee card or checkbook, they may be reimbursed by the committee chair if proper documentation is provided. All purchases must be documented by a receipt or invoice and the officer of each committee is in charge of organizing and maintaining all financial records. Request for reimbursement and appropriate documentation of purchase must be provided to the Treasurer within a week of the purchase. The Treasurer will verify balancing of budgets and accuracy of records and include these records in audits in keeping with Section 19.2.

## **Article 20 - Elections**

### **Section 20.1 - Nominations**

Nominations and campaigns for all elected offices will be made during a thirty-one (31) calendar day period (the nomination period), where the sixteenth (16th) day of this period is the date of

the Spring Term General Membership Meeting. If the Spring Term General Membership Meeting does not occur, the Voting Committee will choose an alternate thirty-one (31) calendar day nomination period during Spring Term. At the beginning of the nomination period, GEU will provide notice to each member of the right to make nominations and of the election. Nominations may be made from the floor at the Spring Term General Membership Meeting, or via email to the VP of Operations. Nominees may speak at the Spring Term General Membership Meeting, and/or provide the VP of Operations with a written statement to distribute to the membership. Nominees must have given their consent to be nominated and may be nominated in absentia. The VP of Operations will distribute a list of all nominations and any associated written statements received beforehand at the Spring General Membership Meeting. Any subsequent nominations and associated written statements will be distributed by the day after the end of the nomination period.

## **Section 20.2 - Election Mechanics**

20.2(a) The Voting Committee (see Section 21.5) will conduct an election no more than sixty (60) days after the Spring General Membership Meeting, or by the end of May, whichever is earlier.

20.2(b) Election will be conducted by a secret ballot vote of members in good standing. Each voter will rank all candidates for each officer position, and rank all candidates for steward for that voter's employing unit, and rank all candidates for any applicable elected position enumerated in the Constitution and Bylaws. The Voting Committee will select winners by Ranked Choice Voting (see Section 21.2) or Ranked Ranked Choice Voting (see Section 21.3) if needed, where the questions are elected positions, and the options are candidates. Communications sent by the Voting Committee will include the candidate statements described in 20.1.

20.2(c) The Voting Committee will accept ballots for a period of no longer than five (5) calendar days.

20.2(d) The Voting Committee will make results of the election public at most (3) calendar days after last day ballots are accepted.

20.2(e) A general quorum (an uncontested quorum for uncontested elections) of the General Membership is required (see Article 23).

20.2(f) In the absence of quorum, the Voting Committee will conduct a re-election at most fifteen (15) calendar days after the last day ballots for the previous election were accepted.

20.2(g) Officers elected to the Executive Board and elected stewards will ordinarily take office on July 1. If no vote has mustered quorum by July 1, the winners of the vote with

the largest number of votes counted will win the election. If results of a vote mustering quorum have not yet been made public by July 1, candidates will take office when the results are made public.

## **Article 21 – Voting**

### **Section 21.1 - Online Voting**

At the discretion of the Executive Council, the Voting Committee may conduct secret balloting using an online voting system.

21.1(a) The system shall be secure, confidential, verifiable, and accessible to all GEU members, and

21.1(b) For each question,

- (i) The system shall guarantee that voters rank all options (to prevent ballot exhaustion) and answer every question.
- (ii) For each voter, system shall randomly choose a permutation of options to initially display, to avoid any bias from display order.

### **Section 21.2 - Ranked-Choice Voting**

21.2(a) For all questions, a voter specifies a total order on all options for each question, from most preferred to least preferred. To prevent ballot exhaustion, ballots that do not rank all options will not be counted. This requirement will be clearly stated on any ballots where it is possible to not rank all options.

21.2(b) For each question all options are initially under consideration, and

21.2(b)(1) The Voting Committee counts all votes for options under consideration. If an option receives a majority of most preferred votes, that option wins.

21.2(b)(2) If no remaining option under consideration receives a majority, the last place remaining option is removed from consideration, and then votes are counted again in Step 1 in a new round.

21.2(b)(3) If there is a tie for last place (among a set of tie options), then

21.2(b)(3)(i) If it is the first round for this question, a random tie option is removed from consideration (if counting is conducted manually, the committee members must all bear witness to a fair random elimination) and the committee performs Step 1 in a new round,

21.2(b)(3)(ii) Otherwise, the remaining option under consideration with the fewest most preferred votes in the previous round is

removed from consideration. If there is a tie for fewest most preferred votes in the previous round, the committee searches back through prior rounds from most to least recent for a single remaining option under consideration with the fewest most preferred votes. If this search fails, the committee eliminates a random option from consideration from the last place tie, then performs Step 1 in a new round.

### **Section 21.3 - Ranked Ranked-Choice Voting**

During voting, an option may appear in multiple questions (e.g. a candidate running for multiple officer positions). If so, the Voting Committee will use the following process to decide the outcome of the election.

21.3(a) Before voting: Any option (e.g. a candidate) that appears in multiple questions (e.g. is running for multiple positions) will rank those questions from their most to least preferred. The option will appear on the ballot for each such question.

21.3(b) After voting: Ballots will be run through the Ranked Choice Voting procedure in

21.3(c) If no option wins multiple questions, voting is complete. For all options that win multiple questions, the Voting Committee will

21.3(c)(1) Identify the most preferred question that the option won. Remove that option from other questions which the option has won (keep the option in any other questions that it did not win).

21.3(c)(2) Once this adjustment has been made for each option that won multiple questions, run step 21.3(b) with the updated ballots.

### **Section 21.4 - Elections with no Candidate or Winner**

If there is no clear winner for a position, or if there are no candidates for a position, the Executive Board has the authority to appoint a member to fill the duties of that position until the next election.

### **Section 21.5 - Voting Committee**

When elections or referenda are to occur, the VP of Operations will assemble a committee of no fewer than 5 GEU members to serve as the Voting Committee. This committee shall be convened before the first date of the nomination period, as described in Section 20.1, or upon knowledge or receipt of one or more petitions for referendum under Section 6.4. The Voting Committee will issue the call for nominations and notify members that petitions have been submitted, solicit information from nominees and petition supporters and dissenters, disseminate information provided by nominees and petition supporters and dissenters to the general membership by email and any other means deemed appropriate by the committee,

conduct all voting processes, and inform the general membership of voting results in a timely manner. Should there be a challenge to voting results, the Voting Committee shall inform members of the need for a recount or another vote, and reconvene to conduct the appropriate process.

The Voting Committee will oversee all elections under Article 20 and referenda under Section 6.4. This committee will exclude nominees and petition and referendum supporters and dissenters. It is the duty of this committee to verify membership of voters and count and tally ballots. If in-person secret balloting is being conducted, it is the duty of this committee to set up a polling area and guard ballot boxes. If online secret balloting is being conducted, it is the duty of this committee to monitor and administer the online voting system. The VP of Operations will ensure ballots are kept in GEU records for a period of no less than one year, and GEU will retain any online ballots and other digital records pertaining to the election indefinitely.

## **Article 22 - Internal Review**

### **Section 22.1 - Grounds for Review**

Any officer, steward, or individual member may be subject to internal review with specific cause which is recognized as misconduct, including but not limited to failure to perform duties as provided in the Constitution and Bylaws, violation of the Constitution and Bylaws, or participation in illegal or inappropriate acts while undertaking duties assigned by or performed for GEU.

### **Section 22.2 - Process of Review**

Upon receipt of an allegation of misconduct by any member, the following steps shall be taken:

22.2(a) Misconduct is to be reported to the President, unless the President is the subject of the review (hereafter the Subject), in which case the report shall be made to the Vice President of Organizing. In the event that the President is the Subject, the Executive Board will appoint a temporary stand-in who will assume the duties of the President until the review is resolved. The President or stand-in (hereafter the Review Chair) will notify the Executive Board of the alleged misconduct and relevant context, and the Executive Board may vote to ban the Subject from participating in all union activities until the review process is complete and any subsequent decision on the matter rendered. If the Subject is a member of the Executive Board, they must recuse themselves from this discussion and vote, and any subsequent discussion and vote involved with the review process.

22.2(b) The Review Chair shall assemble and act as the chair of an ad-hoc Review Committee, made up of no less than five (5) members including the Review Chair, who are either stewards or officers in good standing with GEU. The Review Committee is to be assembled no later than one (1) week after the misconduct is reported. The Review

Chair is responsible for identifying and avoiding conflicts of interest, as well as ensuring a variety of viewpoints relevant to the review, when assembling the Review Committee.

22.2(c) At the time that the Review Committee is assembled, the Review Committee must notify the Subject in writing of the allegations of misconduct.

22.2(d) The Review Committee shall conduct a thorough investigation of the allegations within four (4) weeks of assembly. This may be carried out through requests for and review of documentation relevant to the misconduct, as well as interviews of witnesses to the conduct and character of the Subject.

22.2(e) Before the end of the four (4) week investigation period, the Review Committee shall submit a report to the Executive Board evaluating the validity of the allegations and recommending subsequent steps. The Executive Board will decide on a date for deliberation at their next meeting, and issue a written notification to the Subject, allowing at least ten (10) days for confirmation or reasonable accommodation. In the event that the Subject does not respond to the notification, or a reasonable accommodation can not be agreed upon within that time, the deliberation shall take place as decided upon at the Executive Board meeting.

22.2(f) On the date decided, the Executive Board shall deliberate on the contents of the report and may either decide to uphold the recommendation, augment the suggestions, request additional investigation, or follow Article 6 to nullify the report. As with any meeting of the Executive Board, minutes will be taken during deliberations. The action decided upon must have the support of a committee majority (see Article 23) in a vote by the Executive Board. If an agreement cannot be reached the process shall default to the process outlined in Article 6. The Review Chair or designee Review Committee member will attend deliberations to answer questions and provide context for the report. The Subject will attend the Executive Board meeting for deliberation of the report, which will be shared with during deliberations but not released to the Subject. The Subject will be allowed to refute and defend the contents of the report in an orderly manner. Additionally, the Subject may elect to have a representative or advisor present at the meeting, and will be informed of this ability in the written notice of deliberation. The Subject may also invite potential witnesses relevant to the alleged misconduct to speak on the subject's behalf, so long as all parties agree to follow all processes and procedures specified by the Executive Board.

### **Section 22.3 - Results of Review**

At the time that the decision is made final one of the following courses of action must be taken:

22.3(a) In the event that the Executive Board decides that the claims made against the subject of review are unfounded, or do not indicate misconduct, that person is to be

returned to full, Regular membership status, and may resume any duties held prior to review process.

22.3(b) In the event that the claims made against the subject of review are substantiated and indicative of misconduct, the Executive Board will decide on a penalty to apply to that person, the nature of which is to be suitable for the nature of the offense.

Consequences for misconduct may include any combination of the following;

- (i) Loss of good standing and all associated rights and privileges for any period of time.
- (ii) Removal from positions within GEU with an option to resign
- (iii) Revocation of membership

The decisions made and actions taken by GEU in response to review of misconduct do not constitute judicial proceedings in any sense. If it is found that the activities of the Subject were in violation of local, state, or federal law, they shall be reported to the proper authorities, along with any and all records of the activity and review proceedings.

The Subject may appeal the decision made, with written justification, to the Steward Council. The Subject's appeal shall follow the process found in Article 6.2.

#### **Section 22.4 - Privacy**

All proceedings during the review will be kept strictly confidential, until the time at which the Review Committee has completed their report. Any inquiry about the review should be addressed with the response that "this matter is under confidential review." Information pertaining to the investigation may only be shared with those directly involved with the investigation. Prior to the release of the report, speculation of the subject of review by GEU officers or stewards is strongly discouraged. Once the report is submitted to the Executive Board, it will be made available upon request to any member in good standing, along with records of the process of deliberations and appeals if undertaken. Those interviewed by the Review Committee, with the exception of the Subject, may request anonymity in the report made available to the general membership, though not in the official record. The official record retained by GEU may only be accessed by GEU officers unless special permission is otherwise granted by the Executive Board.

#### **Article 23 – Current Operating Parameters**

"Uncontested quorum" shall mean "five percent (5%) of the general membership";

"General quorum" shall mean "ten percent (10%) of the general membership";

"Referendum quorum" shall mean "twenty percent (20%) of the general membership";

"Representation quota" shall mean "15";

"Steward apportionment date" shall mean "January 31st";

"Executive Board contact points" shall mean "info@pdxgeu.org, cc@pdxgeu.org, and 503-946-6257";

"Committee majority" shall mean "two-thirds ( $\frac{2}{3}$ ) majority";

"Absent period" shall mean "thirty (30) days"