

URI/PART-TIME FACULTY UNITED

CONSTITUTION

AND

BY-LAWS

RATIFIED 7 FEBRUARY 2008
AMENDED 2 MAY 2013
AMENDED 30 DECEMBER 2014
AMENDED 22 DECEMBER 2017
AMENDED 1 MAY 2019

UNIVERSITY of RHODE ISLAND

PART-TIME FACULTY UNITED

CONSTITUTION

PREAMBLE

As the negotiating representative for part-time faculty, the URI/Part-Time Faculty United seeks to promote and preserve the professional and economic well-being of the unit member. As a professional association and in addition to its responsibilities as negotiating representative, the URI/ Part-Time Faculty United seeks to enhance the academic environment of the entire university. The following *Constitution and By-Laws* regulate the URI/Part-Time Faculty United.

ARTICLE I MEMBERSHIP

1. The Part-Time Faculty United (PTFU) shall consist of all part-time faculty who have taught at least two (2) three (3) credit courses (or its equivalent) during the current or previous two academic years (commencing 2005-2006, 2006-2007) at URI, who pay dues to join and maintain membership in the PTFU, who do not hold a Teaching Assistantship, and who are not active members of the GAU Chapter of URI.
2. Membership in good standing is required to hold office or to vote on union matters.
3. Members in good standing are members who qualify under this Article, Section 3, and whose dues and assessment are not in arrears. Members not in good standing are defined as members whose dues and/or assessment are in arrears for sixty (60) work days. Membership in good standing may be reinstated immediately by payment of arrears unless stated otherwise in this document.

ARTICLE II STATEMENT ON MEMBERSHIP AND NON-MEMBERSHIP OPTIONS

URI/PTFU UNION MEMBERSHIP

1. When you sign a URI/PTFU Membership Authorization Card, you join with other Part-Time Faculty (PTF) members for a stronger voice in achieving higher wages and improved working conditions. As a member in good standing, you will have the right to attend union meetings, serve on union committees, vote for union officers, use union assistance in the Level Advancement Evaluation process and use Union support provided by the Grievance procedure, vote on the collective bargaining agreement, participate in conferences. You fully understand that the dues required for membership in the URI/PTFU are subject to periodic change by the Union and you hereby request and voluntarily authorize your employer to deduct from your earnings and to pay over to URI/PTFU an amount equal to the regular dues uniformly applicable to members of URI/PTFU. You voluntarily agree to this deduction unless you revoke this authorization in a signed written statement submitted to URI Part-Time Faculty United, Rodman Hall, Rm 119, 94 West Alumni Ave, University of Rhode Island, Kingston, RI 02881 between May 20 and June 30 in the year preceding the year in which Union membership is to be cancelled. If you have any questions, please contact our Executive Director, Patricia Maguire, at the URI/PTFU office (874-4481) or by email {uri.ptfu@gmail.com}.

ARTICLE II (CON'T)

URI/PTFU UNION NON-MEMBERSHIP

2. As a non-member not paying union dues to URI/PTFU, you understand you do not have the right to attend union meetings, serve on union committees, vote for union officers, vote on the collective bargaining agreement, or participate in URI/PTFU conferences. Moreover, non-union members must personally fund the use of PTFU personnel for the following Collective Bargaining provisions: 1) Article IX: Level Advancement Evaluation process; 2) Article XI Salaries; and 3) Article XIII: Grievance and Arbitration protocol. The Union services provided for the use of these options are to be self-funded by PTF who hold non-membership status in the URI/PTFU. The approximate amount to be paid by the PTF to the Union for Step Level Evaluation assistance and the amount to be paid to the Union for assistance in using the Grievance and Arbitration procedure shall be determined and agreed upon by the PTF and the URI/PTFU Union prior to the implementation of these Union services. The use of the Grievance and Arbitration process may also involve possible legal assistance which is to be paid by the non-union PTF member. All financial agreements between non-union PTF and the URI/PTFU shall be confirmed in writing and signed by the Union and PTF member. Non-members who join or re-join the URI/PTFU must have done so at least ninety (90) working days prior to the date of the use of these services.

ARTICLE III OFFICERS

1. The officers of the Chapter shall be the President, Vice President, and Secretary-Treasurer. The terms shall be for two years; officers are eligible to seek re-election. Officers will be elected at a general membership meeting by the members who are eligible to vote under Article 1. The vote will be by secret ballot. Only unit members in good standing may vote or stand for office, (see Article I).
2. The President has the authority to call meetings of the Chapter, shall preside over meetings, and has the responsibility for carrying out the purposes and aims of the organization. The President shall also call any special meetings that may be required.
3. The Vice President has the responsibility for acting in the absence of the President.
4. The Secretary-Treasurer, working in conjunction with the URI/PTFU Executive Director, shall be responsible for the following: oversee the records of the Chapter, oversee the receipt of all moneys and their deposit in the name of the Chapter, and oversee payment of all bills approved in accordance with procedures determined by the Chapter Executive Committee. The financial authority for the URI/PTFU shall be the Executive Committee. The Secretary-Treasurer shall make a report at a general membership meeting at least once a year.
5. The Officers shall oversee investment accounts established by URI/PTFU. Those officers who are entrusted with oversight of URI/PTFU investment funds shall be bonded to provide protection against loss.

ARTICLE IV EXECUTIVE COMMITTEE

1. The Executive Committee shall consist of the officers, the immediate past President, and two other members elected from the membership. The officers and at-large members shall serve for terms of two years and usually serve only two (2) successive terms. However, under exceptional circumstances, officers and at-large members may stand for election for a third two-year term. After serving two (2) or three (3) successive terms, officers and at-large members become eligible for election to an officer or at-large position after the lapse of at least one (1) year. The terms of officers and at-large members of the Executive Committee elected at the Annual Meeting shall begin on July 1 and continue until June 30 of the appropriate year. If contract negotiations are in progress, election of Officers and at-large members shall be postponed until negotiations are completed and the Agreement has been ratified by the membership.
2. The Executive Committee shall meet as needed during the academic year and may meet over the summer if circumstances indicate that a summer EC meeting is essential. The EC may also conduct business by phone, letter, or electronic communication. Meetings of the Executive Committee shall be closed, except upon invitation. The Executive Committee has the power and authorization to act for the organization between membership meetings. The membership at a general meeting can always rescind, repeal, or amend any action of the Executive Committee except when the action is no longer within control of the members or when the action has been specifically assigned as the power of duty to the Executive Committee. The Executive Committee also has the duty to administer and carry out the collective bargaining agreement as ratified.
3. The Executive Committee shall report regularly on its activities to the membership.

ARTICLE V COMMITTEES

The Executive Committee shall appoint all special and standing committees which are deemed appropriate except as provided for elsewhere in the Constitution or in the current contract. At least one member of each special and standing committee shall be chosen from the Executive Committee.

ARTICLE VI NEGOTIATING COMMITTEE

1. The Negotiating Committee shall consist of up to five (5) members appointed by the Executive Committee, including at least one member from the Executive Committee. The Chair of the Negotiating Committee shall be designated by the Executive Committee. The Negotiating Committee may be advised and/or accompanied by a legal counsel.
2. The duties of the Negotiating Committee shall include collecting general information relative to bargaining, to solicit ideas from the membership regarding contract issues and concerns, and to formulate proposals to be presented and negotiated. The Negotiating Committee may invite other URI/PTFU members and/or other persons with expert knowledge, to assist as needed.
3. A new Negotiating Committee shall be chosen for each new contract period. Efforts shall be made to ensure that at least one Committee member is from the previous Negotiating Committee.
4. If a vacancy occurs, it may be filled by appointment of the Executive Committee.
5. The Negotiating Committee shall have authority to conduct contract negotiations with the RI Council on PostSecondary Education (or its Successor) and the University Administration. The Committee shall be responsible to and shall report to the Executive Committee. Should any questions of policy arise in which no agreement between these two bodies can be worked out these questions shall be brought before the membership for determination. As soon as a contract is ratified by both parties, the Negotiating Committee will cease to exist.

ARTICLE VII CONTRACT RATIFICATION

1. Prior to the ratification of the tentative agreement between the URI/PTFU and the University, a summary of the proposed changes shall be distributed via email to all members in good standing of the bargaining unit seven (7) work days prior to a general membership meeting so that members of the bargaining unit may have time to review the proposed changes.
2. Voting on the ratification of the proposed contract changes shall take place in a ratification meeting at a date/time/location arranged by the Negotiating Committee in consultation with the Executive Committee. Unless the Negotiation Committee jointly with the Executive Committee decides otherwise, the ratification meeting shall take place at least seven (7) work days following the distribution to bargaining unit members of the Summary of Proposed Changes. Voting shall be by a majority of the eligible members (See Article I, Constitution) voting at the ratification meeting. The vote will be by a secret ballot. Proxy votes or email ballots shall not be allowed. Ratification meetings shall be limited to URI/PTFU members.
3. At the beginning of the ratification meeting, one (1) hour shall be set aside to provide information and responses to questions (Q & A) regarding the tentative agreement.

ARTICLE VIII DUES, FEES, ASSESSMENTS

1. Annual dues shall be established by the Chapter Executive Committee and ratified by the membership at a general membership meeting. No changes may be made in the rate of dues and no assessment may be levied except by the procedures stated in this Article and only after seven (7) work days notice in writing via email has been given of the proposal.
2. Non-payment of dues shall be cause for removal from membership. Only members in good standing with respect to dues payment shall be eligible for office, for membership on any committee, or for voting rights in elections, contract ratification or any other matter submitted for membership approval.
3. Special assessments for specific purposes may be proposed by the PTFU Executive Committee.

ARTICLE IX GENERAL MEMBERSHIP MEETINGS

1. There shall be at least one (1) meeting of the membership each year. When needed for the election of officers and members of the Executive Committee and at-large members there shall be a general membership meeting at least seven (7) work days before the date of the last day of final examination in the Spring semester at which elections will be conducted.
2. The Chapter Executive Committee may call membership meetings, or special meetings that may be required, at any time. The President is obliged to call a meeting when requested by the Negotiating Team or when he/she receives a petition signed by 40 members in good standing of the Chapter. Except in unusual circumstances, an agenda shall be sent to members prior to general membership meetings.
3. Attendance and voting eligibility at membership meetings is determined per the provisions of Constitution, Article I.

ARTICLE X AMENDMENTS

Amendments to this Constitution and By-Laws shall be made as follows: the proposed amendment shall be distributed via email to the membership at least seven (7) work days prior to a general membership meeting at which the proposed amendment(s) shall be considered and

voted on. If essential, and provided there is no objection at the meeting, recommendation(s) for additional revisions to the C & B may be submitted to and voted on by the membership in attendance at a general membership meeting. Any amendment to the Constitution and By-Laws must be approved by a majority of those voting, eligibility per Article I of this Constitution.

ARTICLE XI ADOPTION OF BY-LAWS

By-Laws governing procedures, structure of committees, and like matters shall be adopted by a majority of those members voting at a general membership meeting.

ARTICLE XII ACCESS TO INFORMATION

Every member has the right to information concerning the rules, actions, and other matters affecting the membership of the Chapter. The Chapter shall forward a copy of each collective bargaining agreement to those members whose rights are directly affected by it, shall make available to each member an up-to-date copy of the Constitution and By-Laws of the Chapter, and shall permit any member to examine the accounts and minutes of the Chapter and the Executive Committee.

ARTICLE XIII CONTRIBUTIONS

The Chapter is authorized to receive contributions, gifts, grants or donations from any donor provided that the Executive Committee determines that the conditions or purposes of any such contribution are consistent with the general purposes of the URI/PTFU Chapter.

ARTICLE XIV STATUS OF THE ORGANIZATION

The URI/Part-Time Faculty United (PTFU) is organized and operated to qualify as a labor organization exempt from Federal Income Tax under Sections 501 (c) 5 of the Internal Revenue Code for the above stated purposes. Upon dissolution of the Chapter, its assets shall be distributed for the purposes of the URI/PTFU.

END OF CONSTITUTION

BY-LAWS

I PARLIAMENTARY AUTHORITY

The meetings of the URI/PTFU and its committees shall be conducted in accordance with the rules laid down in the latest edition of *Robert's Rules of Order* which details parliamentary procedures. The President may appoint a parliamentarian to advise him/her on parliamentary procedure.

II NOTICES OF GENERAL MEMBERSHIP MEETINGS

Unless otherwise specified in the Constitution and By-Laws or collective bargaining contract, and in the absence of a clear emergency, the call for all general meetings of the membership, including information regarding time, place, and agenda, shall be distributed via email to all members in sufficient time so that they will have seven (7) work days notice. The agenda shall state all items of business to be considered which are known at the time the call for the meeting is issued with sufficient detail to enable all members to prepare for action thereupon.

III QUORUM

A quorum at all general meetings shall consist of ten (10) members. A quorum at Executive Committee meetings shall be three (3) voting members.

IV ELECTION OF OFFICERS AND AT-LARGE MEMBERS

I. COMMITTEE ON NOMINATIONS and ELECTIONS

1. There shall be a Nomination/Election Committee composed of 3 members: the Executive Director, the immediate past president, and one (1) member in good standing appointed by the Executive Committee. The Executive Director shall be the chair of the Committee. The terms of appointment shall be for three (3) years. Members of the Committee are eligible for consecutive reappointments and shall serve until their successors are chosen.

2. It shall be the duty of the Nominations/Elections Committee to oversee and/or perform any tasks necessary to the conduct of an election. These tasks shall include: preparing a slate for election of officers and at-large members by soliciting, via email, nominations from the membership in good standing; checking ballots prior to elections for errors and unclear wording and format; maintaining the security of the ballot box; verifying the eligibility of voters; counting ballots; certifying election results; and undertaking any other tasks or duties which may arise during the course of an election and which the Committee and the Executive Committee deem necessary for the fair and proper conduct of an election.

3. Following certification by the Nominating/Election Committee, election results shall be transmitted to all candidates participating in the election and announced on the Chapter's WebSite and, in writing, via email to the bargaining unit.

4. At the conclusion of the election ballots shall be sealed and secured in the URI/PTFU office, along with all other records pertaining to the election, for a period of no less than one (1) year.

A. NOMINATIONS The Committee shall solicit nominees from all members in good standing in the bargaining unit by e-mail solicitation no later than twenty (20) work days prior to the scheduled election. The written solicitation shall state the deadline by which nominations must be received at the PTFU office. The Committee shall obtain the consent of nominees before publicizing their names. It shall complete and submit its report to the Executive Committee in sufficient time to be included in the call for the meeting at which the election is to be held. The Committee shall determine whether nominations were timely and if each nominee is eligible to run for office and eligible for officer positions or at-large positions, At the Annual Meeting at which the election will be held, the Committee shall present a list of nominees as follows: up to two (2) persons for each position as an officer; up to four (4) persons for the two at-large positions as elected members of the EC. All nominees must be members in good standing of the URI/PTFU Chapter.

B. ELECTIONS

1. Elections shall be by a plurality. Fifteen (15) work days notice via email in advance of any election shall be sent to all members of the bargaining unit who are in good standing to solicit nominations. The vote will be by secret ballot at a general membership meeting cast by members eligible to vote under Article I, *Constitution*.

Provisions shall be made to ensure the anonymity of the voter. Following certification by the Nominating/Election Committee, results shall be transmitted to all candidates participating in the election and announced on the Chapter's WebSite and in writing, via email, to the bargaining unit members in good standing.

2. Those union members in good standing who wish to self-nominate may submit in writing to the URI PTFU office a petition signed by eight (8) union members in good standing at least ten (10) working days prior to the election date.

3. All nominees must be members in good standing of the URI PTFU for at least ninety (90) work days prior to the election.

C. ELIGIBILITY FOR VOTING In order to be eligible to vote or stand for office or at-large positions in a Local Chapter election, an individual must meet the requirements of membership under the Constitution and By-Laws of the Local Chapter and be a member in good standing. Any bargaining unit member who qualifies for Local Chapter membership becomes eligible to vote immediately upon joining or rejoining the Local Chapter, unless stated otherwise in this document.

D. CHALLENGES TO ELECTIONS Any Local Chapter member in good standing who wishes to file exceptions to an election shall do so as soon as possible after the election period, but in no case later than twenty (20) work days following the certification of election results. Exceptions shall be presented, in writing, to the Executive Committee. The Executive Committee shall schedule a meeting to hear exceptions within fifteen (15) work days of receipt of a complaint. The Executive Committee shall conduct the meeting in such a manner as to give all complainants ample opportunity to present their arguments and evidence. Within a reasonable amount of time, the Executive Committee shall issue its decision. The Executive Committee may take whatever action it deems necessary to remedy a complaint, including the ordering of a new election.

V VACANCIES

When vacancies occur in the membership of the Executive Committee (as defined in Article III of the Constitution), the Executive Committee may appoint a replacement for the remainder of the term. The appointee shall be a member in good standing of the Chapter. The Executive Committee may decide to conduct a special election to fill the vacancy, if appropriate.

VI AMENDMENTS

These By-Laws may be amended in conformity with Article IX of the Constitution by a majority of the members in good standing voting at a general membership meeting.

V AFFILIATIONS

URI Part-Time Faculty United (PTFU) is an autonomous organization. URI/PTFU is not automatically bound by positions taken by affiliated organizations.

END OF BY-LAWS
