

CONSTITUTION AND BYLAWS

OF THE UNIVERSITY OF DELAWARE CHAPTER AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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PREAMBLE

These Bylaws set forth the membership, organization, powers, and mode of operation of the University of Delaware Chapter of the American Association of University Professors (hereafter known as the "UD-AAUP"). The UD-AAUP shall be the sole and exclusive bargaining representative for the Bargaining Unit (see Article II.A. for definition of the "Bargaining Unit") with the University of Delaware as certified by the Department of Labor of the State of Delaware, and shall exercise, or delegate to its constituent bodies as stated below, all powers granted or not prohibited it by law, including specifically House Bill #249 as amended, State of Delaware. As the sole and exclusive representative for the Bargaining Unit, the UD-AAUP shall have the authority to negotiate a contract on behalf of the faculty of the University of Delaware with the administration of the University (a "Contract").

I. UD-AAUP MEMBERSHIP AND DUES

A. Membership and Dues

Membership in UD-AAUP is limited to those members of the Bargaining Unit who are in good standing for the payment of dues obligations. Dues consist of local dues as established each year by the Steering Committee and national dues as established by the National AAUP. Dues may be paid either by payroll deduction as provided by Delaware law and the Collective Bargaining Agreement, or by lump sum.

B. Powers of Membership

1. Among the members of the Collective Bargaining Unit, only UD-AAUP members are eligible to stand for election or appointment to any UD-AAUP office and to vote in an election for such office. In addition, only UD-AAUP members are eligible to vote to approve the agreement negotiated by the Bargaining Team and approved by the Steering Committee. In such a vote on a negotiated agreement, the members of the UD-AAUP shall be provided with an explanation of all material terms of such agreement and a meeting shall be convened within three weeks of the adoption of such agreement by the Steering Committee to discuss such terms of the negotiated agreement. Thereafter, the members of the UD-AAUP shall vote by secret ballot within 14 days following said meeting. Ratification of an agreement requires the approval of a majority of the members of the UD-AAUP. An agreement shall be binding on the members of the Bargaining Unit after it is approved by the UD-AAUP members under the procedures set forth herein.

2. Special meetings of the UD-AAUP membership may be called by the UD-AAUP President, a majority of the Steering Committee, or by written petition of one-fifth of the membership of the UD-AAUP. Such meetings may be called to discuss the terms of the existing agreement or the progress of negotiations for a new agreement, to institute amendment of these Bylaws, or for any other purpose relevant to collective bargaining. Such meetings must be convened within two weeks of their being called and the agenda for such meetings shall be distributed to all members of the UD-AAUP at least one week prior to the meeting.

3. Unless otherwise specified in these Bylaws, all meetings shall be conducted according to *Roberts' Rules of Order*, newly revised.

II. THE BARGAINING UNIT

A. Membership

The members of the Bargaining Unit shall include all full-time employees who are regular members of the voting faculty of the University of Delaware under the Trustee Bylaws and any other employees who are included in the bargaining unit as stated in the

collective bargaining agreement, but excluding all administrative officers (including department chairpersons, and all administrative and professional staff), all part-time or adjunct faculty members, all other professional employees not holding faculty rank, all nonprofessional employees, and all supervisory employees.

B. Departmental Representatives

In order to assure a close and regular exchange of information and opinions between the Steering Committee and the members of the Bargaining Unit, each department or other suitable faculty unit shall select a representative who is a member in good-standing in the UD-AAUP to serve for one Contract period (defined as the term of the current Contract).

III. THE EXECUTIVE COUNCIL

A. Membership

1. The seven (7) members of the Executive Council shall consist of the officers of the Executive Council and two (2) Members-at-large. The officers of the Executive Council are the President, Vice-President, Secretary, Treasurer and the immediate Past-President. If the immediate Past-President is not available to serve, a third Member-at-large will be chosen according to the procedures described in Article III.A.3.
2. In addition to the members of the Executive Council provided for in Article III.A.1, the Contract Maintenance Officer (provided for in Article III.C.5 below), the Grievance Officer (provided for in Article III.C.6) and the Newsletter Editor (provided for in Article IV.C.8 below) shall serve as non-voting Ex Officio members of the Executive Council.
3. The officers of the Executive Council, excluding the Immediate past President, shall be elected by a majority of UD-AAUP members voting by secret ballot. The Member(s)-at-large shall be chosen by the newly elected officers.
4. The election of the officers shall occur within 90 days of the first day of the first academic semester following the effective date of a new Contract. The exiting Executive Council shall circulate a slate of nominees four weeks prior to the election; other candidates may be nominated if they have ten members in good-standing in the UD-AAUP signing a petition supporting their nomination(s). Such petition should be submitted to the AAUP office no less than three weeks prior to the election.
5. The term of office of the members of the Executive Council shall commence January 1, unless delayed settlement of a Contract dictates otherwise. In this case the beginning of the term shall be established via mutual agreement between the outgoing and incoming Executive Council.
6. No member of the AAUP Executive Council may serve in the same capacity for more than three consecutive contract periods, with the exception of the president who may serve no more than two consecutive terms. No one may serve on the Executive Council in any capacity for more than five consecutive contract periods, not counting the term served as immediate Past-President. No member of the Executive Council who has served the maximum number of consecutive terms may be re-elected for the following (one) contract period.

B. Powers

The Executive Council has the authority to act on behalf of the UD-AAUP as it deems necessary, unless restricted by these Bylaws. All decisions concerning Contract administration, including grievance processing, shall be vested in the Executive Council. The Executive Council shall have the authority to create committees and subcommittees to carry out the functions and powers of the Executive Council. The President shall also appoint all chairpersons of committees and subcommittees other than the Grievance Committee.

C. Duties of Officers

1. The President shall be responsible for carrying out the policies of the UD-AAUP as formulated by the Executive Council and/or Steering Committee. The President shall have the ordinary duties of an executive officer with general supervision over the UD-AAUP, subject to the limitations of the laws of the State of Delaware, these Bylaws, and the actions of the Executive Council. The President shall, with the Treasurer, sign all contracts and shall perform such other duties as the UD-AAUP or the Executive Council may direct. The President shall issue notices for all meetings, oversee the correspondence of the UD-AAUP and oversee the records of the UD-AAUP. The President shall preside at all meetings of the membership and of the Executive Council.
2. The Vice-President shall perform such duties as are assigned by the President and assume the duties of the President in the event that the President is absent or unable to fulfill his/her duties.
3. The Treasurer shall supervise the collection of all monies due to the UD-AAUP from every source, deposit the same in the name of the UD-AAUP in a bank, trust company, or other investment approved by the Executive Council, keep a complete record of the finances of the UD-AAUP, attend to all correspondence relating to the UD-AAUP's finances and perform such other duties as may be required by the Executive Council or by these Bylaws. The Treasurer shall manage the accounts of the UD-AAUP and report thereon at each regular meeting of the Executive Council and from time to time to the membership. The UD-AAUP's accounts shall be subject to such audit as may be directed by the President or by the Executive Council.
4. The Secretary or his or her designee is responsible for recording the minutes at each Executive Council, Steering Committee, Department Representatives meetings and Open Faculty meetings and for ensuring that they are typed and distributed. The Secretary shall perform such other duties as may be required by the Executive Council and these Bylaws.
5. The Contract Maintenance Officer shall be appointed by the Executive Council for the term of a Contract (the "Contract Period"). The Contract Maintenance Officer shall represent the UD-AAUP in matters involving the interpretation or implementation of the Contract. The Contract Maintenance Officer is responsible to the President and Executive Council and shall submit regular reports concerning all matters that arise with respect to Contract enforcement.
6. The Grievance Officer shall be appointed by the Executive Council for each Contract period. The Grievance Officer shall represent the UD-AAUP in matters concerning faculty grievances that arise under the Contract. The Grievance Officer shall meet with faculty as required and process grievances according to the guidelines established by the

Contract. The Grievance Officer is responsible to the President and Executive Council and shall submit regular reports concerning faculty grievances. The Grievance Officer shall also chair the Grievance Committee as authorized by the Executive Council.

7. The Chief Negotiator shall represent the UD-AAUP in contract negotiations and shall lead and direct the Bargaining Team, subject to instructions from the Steering Committee. The Chief Negotiator shall be selected by the Executive Council.
8. The Newsletter Editor shall be appointed by the Executive Council for each Contract period. The Newsletter Editor shall prepare a newsletter at such intervals as the Executive Council shall decide for the purpose of informing the membership of the UD-AAUP of all matters relevant to the Contract, negotiations, union representation of the members of the Bargaining Unit, and all other matters of importance to the faculty of the University of Delaware. From time to time, the Newsletter Editor shall solicit ideas and suggestions for articles from members of the Executive Council, the Steering Committee, and the members of the Collective Bargaining Unit. The viewpoints expressed in such Newsletter shall fairly represent the interests and concerns of the members of the Collective Bargaining Unit and shall be subject to the review of the Executive Council. The Newsletter Editor may hire support staff to assist with the preparation of the newsletter, subject to the approval of the Executive Council.

IV. THE STEERING COMMITTEE

A. Membership

1. The 28 members of the Steering Committee shall consist of: the 7 voting members of the AAUP Executive Council (as described in Article III above); the President of the University/Faculty Senate; 10 members chosen by and from the College of Arts and Sciences; 2 members from the College of Human Services, Education and Public Policy; 2 members from the Colleges of Engineering and Marine Studies combined; 2 members from the College of Business and Economics; 2 members from the College of Health and Nursing Sciences; 2 members from the College of Agriculture and Natural Resources.
2. The college members of the Steering Committee shall be elected within three months after the term of new Executive Council officers begins by majority vote of UD-AAUP members voting by secret ballot in their respective colleges. The new AAUP officers, in consultation with the outgoing college representative(s), shall present a slate of nominees; other nominations may be made by written notification.
3. Members elected by colleges shall serve for two consecutive terms. Each term shall be equal to the number of years of the then effective Contract and commencing at the time of election. Outgoing members may not be reelected for the following (one) term.

B. Powers

1. The Steering Committee shall exercise all the powers over the contract negotiating process and supervision of the bargaining team.
2. The Steering Committee must approve at a meeting by formal vote the terms of any agreement negotiated by the Bargaining Team before the agreement is initialed by the Bargaining Team and presented to the members of the UD-AAUP for final approval. The

secretary will record the discussions, decisions, and voting relative to the Steering Committee instructions to the Bargaining Team.

C. Procedures

1. The Steering Committee shall meet regularly while negotiations are in progress. Other meetings may be called by the Chairperson or by one-third of the members.
2. The UD-AAUP President, or his or her designee, shall preside as Chairperson.
3. Fifteen (15) members shall constitute a quorum for all matters other than the approval of a Contract, in which case seventeen (17) members shall constitute a quorum.
4. Given a quorum, decisions shall be rendered by a majority of those voting.
5. The Steering Committee may appoint standing and ad hoc committees as necessary. All such committees are advisory to the Steering Committee. Any member of the Bargaining Unit may be appointed to such committees.

V. THE BARGAINING TEAM

A. Membership

1. The regular members of the Bargaining Team shall consist of the Chief Negotiator of the UD-AAUP and at least three other persons selected by the Steering Committee. The Executive Council shall propose candidates for the Bargaining Team to the Steering Committee, who shall elect such candidates at the first meeting of the first semester of the academic year during which contract negotiations shall commence.
2. All members of the Bargaining Team, including the Chief Negotiator, shall serve at the pleasure of the Steering Committee and may be removed by a vote of two-thirds (2/3) of the members of the Steering Committee.

B. Powers and Procedures

1. The Bargaining Team has the sole and exclusive power to negotiate a tentative agreement with the representatives of the administration.
2. The Team may determine its own operating procedures in consultation with the Steering Committee.
3. The Team must report to the Steering Committee fully and regularly on the progress of negotiations and must act consistent with the instructions from the Steering Committee, as specified in Article IV.B.2 above.
4. At the beginning of each negotiating period, the Bargaining Team shall communicate in writing and explain orally to the representatives of the administration, the membership of the Steering Committee, and the Bargaining Team, the relationship between the two as set forth in these Bylaws.

VI. VACANCIES IN OFFICE OUTSIDE THE NORMAL TIMES FOR ELECTION

A. Vacancies of a semester or more shall be filled within 60 days (excluding summer months) of their occurrence by the procedures specified in Articles III.A.3, 4 and IV.A.2 above. Persons elected to vacancies shall be eligible for reelection if they have served for no more than one complete contract period.

B. Vacancies of less than a semester shall be filled within two weeks of their occurrence by majority vote of the remaining members of the Steering Committee.

VII. RECALL OF OFFICERS AND STEERING COMMITTEE MEMBERS

A. Officers or Steering Committee members may be removed from office for misconduct, misfeasance, or non-feasance (the latter to include a significant degree of unexcused absences from meetings, particularly while bargaining is proceeding).

B. An officer shall be recalled by a two-thirds majority of those eligible to elect officers and voting at a special meeting of the bargaining unit called as specified in II.B.4 above.

C. A Steering Committee member shall be recalled by a majority of those eligible to elect members and voting at a meeting of his or her college. The meeting shall be called by a majority of the Steering Committee, or by written petition of one-fifth of the membership of the college. Such meetings must be convened within two weeks of their being called and the agenda for such meetings shall be distributed to all members of the college at least one week prior to the meeting.

VIII. AMENDMENT

These Bylaws may be amended, altered, or repealed by the following procedure. The Executive Council must first approve any such proposed alterations, amendments, or repeal by a two-thirds vote at a regularly scheduled Executive Council meeting, or at any special meeting duly convened by the Executive Council. In either case written notice of the time, purpose of the meeting and the proposed alteration, amendment or repeal the Bylaws must be given to the members of the Executive Council. If approved, the Executive Council shall then present to the UD-AAUP members its recommendation in favor of such alterations, amendments, or repeal of the By-Laws. Thereafter, the UD-AAUP members must approve the proposed alterations, amendments, or repeal of the By-Laws by a two-thirds majority of those UD-AAUP members voting by secret mail ballot in a vote held within two weeks after such recommendation shall be discussed at a meeting open to all UD-AAUP members.

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