

Article I: Name:

The name of this organization is The North Central State Faculty Association, a chapter of the American Association of University Professors (NCSFA-AAUP), hereafter referred to as the Association.

Article II. Purpose:**A. The purposes of the Association shall be to:**

1. advance the welfare of the College and its faculty and students;
2. serve as the collective bargaining agent for the Collective Bargaining Unit Faculty (said unit certified by the Ohio State Employment Relations Board and amended subsequently by law or mutual agreement). The collective Bargaining Unit consists of all full-time faculty at the Mansfield Campus and Kehoe Center of North Central State College, including Clinical Coordinators and Program Directors. Hereafter, in this document the terms "Collective Bargaining Unit" and "Collective Bargaining Unit Faculty" shall refer to the above-named unit;
3. achieve these goals by cooperating with the National AAUP, the Ohio Conference of the AAUP, other faculty organizations and governing bodies, the College Administration, and student organizations and governing bodies;
4. promote high standards of teaching, scholarship, and public service;
5. represent the interests of all members of the bargaining unit without discrimination;
6. represent the professional interests of the faculty and advance the standards, ideals, and welfare of the profession.

B. Fiduciary Responsibility Statement

The Association is organized and shall be operated to qualify as a labor organization exempt from federal income tax under Section 501 (c)(5) of the Internal Revenue Code for the above stated purposes. No part of the net earnings of this organization shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the Association. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of the Association shall be limited to reasonable amounts. No loans shall be made by the Association.

C. Conflict of Interest Statement

The Association prohibits any business or financial interests of its officers, agents, their spouses, minor children, parents, or others that conflict with the fiduciary obligations of such persons to the Association.

D. Distribution of Assets in Event of Association Dissolution

Upon dissolution of the Association, its assets shall be disposed of exclusively for the purposes of the Association or distributed to such organizations that shall, at the time, qualify as exempt organizations under I.R.S. Section 501 (c) (3), such as the national American Association of University Professors or I.R.S. Section 501 (c) (5).

Article III. Membership:**A. Definition:** Members of this Association must:

1. be members of the National and State AAUP,
2. be faculty employed by North Central State College, or retired faculty of North Central State College,

3. have paid dues as specified in Article VIII. B-F and are not in dues-arrears status as defined in Article VIII. E.

B. Categories of Membership: There shall be two categories of membership: Active and Emeritus. Eligibility requirements and the extent of membership rights for each of these categories are as follows:

1. **Active Member:** An Active Member is an Association member who is in the Collective Bargaining Unit as defined in Article II.A. Hereafter in this document, the terms “Active Member” or “Active Members” refer to the above definition.
2. **Emeritus Member:** An Emeritus Member is an Association member who has retired for age or disability and transferred at his/her own request to Emeritus Membership with the approval of the Executive Committee. Emeritus members shall have no voting rights, shall not hold office, and shall pay no dues.

C. Rights and Privileges

1. **Association membership** shall become effective upon payment of national, state, and local Association dues as specified in Article VIII.

2. **Active Members** are eligible to:

- a. hold an Association office;
- b. attend, make motions and vote in all Association meetings, including those restricted to collective bargaining matters;
- c. be members of the Negotiating Team;
- d. vote on the ratification of Collective Bargaining agreements;
- e. petition for calling of special Association meetings;
- f. nominate Active Members for office;
- g. vote in Association elections.

3. **Emeritus Members are eligible to:**

- a. receive Association newsletters;
- b. attend functions sponsored by the Association;
- c. attend Association meetings, except those parts of any meeting when collective bargaining matters are being addressed.

4. **Due Process:** No Member can be disciplined without adherence to due process, which shall include notice of the alleged offense(s), a hearing before an impartial body of Active Members, the right to be heard at such a meeting, and the right to be represented by another member chosen by the charged member.

Article IV. Officers:

A. Elected Officers

The elected officers of the Association shall be the President, Vice President, Secretary, and Treasurer. Elected officers must be Active Members. Each term of office shall be two years. The nominations and elections of officers shall staggered and follow the procedures outlined in Article VI.

1. **President:** The responsibilities of the president shall include the following:

- a. carry out policies;

- b. coordinate functions;
- c. exercise general supervision over the activities of the Association;
- d. preside at meetings of the Association and Executive Committee;
- e. appoint committee chairs;
- f. serve as a delegate to the meetings of the Ohio Conference, the AAUP Collective Bargaining Congress, and national AAUP;
- g. appoint, in consultation with the Executive Committee, and after considering nominations from active members, at least one Grievance and Contract Administration Officer and a Chief Negotiator.

2. Vice President: The responsibilities of the vice president shall include the following:

- a. serve in the president's stead in the absence of the president;
- b. preside at meetings of the Executive Committee or Association in the absence of the President;
- c. perform duties that are requested by the Executive Committee or the president.
- d. serve, when necessary, as the alternate delegate to the meetings of the Ohio Conference, the AAUP Collective Bargaining Congress, and national AAUP.

3. Secretary: The responsibilities of the secretary shall include the following:

- a. keep a record of all proceedings and correspondence of the Association;
- b. send notices as may be required;
- c. keep the roll of members of the Association;
- d. certify Association delegates to meetings of the Ohio Conference, the AAUP Collective Bargaining Congress, and national AAUP;
- e. prepare and (unless another person has been assigned this responsibility) oversee delivery of Association communications (flyers, newsletters, meeting notices, other documents) for distribution to the membership or bargaining unit.

4. Treasurer: The responsibilities of the treasurer shall include the following:

- a. administer the Association finances and keep accurate records of all money received and of all disbursements. These records shall be available, with reasonable notice, for inspection by any Active Member;
- b. receive the membership dues and retain accurate records of the payment status of the members. The list of members in arrears status shall be communicated periodically to the Executive Committee;
- c. certify the Association members with the National and State AAUP;
- d. prepare an annual budget and an annual financial report and submit them for approval at an Association meeting in the spring;
- e. ensure that all officials and employees of the Association who handle funds, trusts or other property of the Association or subsidiary organizations shall be bonded, if legally required;
- f. preside, in the absence of the President and Vice President, at meetings. In the case of withdrawal of both President and Vice President, the Treasurer shall assume the presidency of the Association until new officers can be elected;
- g. be bonded, if legally required, and have all Association checks signed by both the Treasurer and one other elected officer.

B. Vacancies

1. When an office becomes vacant before the end of the term, as a result of resignation, death, or a successful recall, the office shall be filled by a special election following procedures outlined in Article VI.C.
 - a. The Executive Committee is empowered to fill vacancies in any elective office until a special election is held.
 - b. The person so elected shall hold office for the remainder of the unexpired term.
2. Any officer may resign at any time by giving written notice to the president or to the secretary of the Association.

C. Recall. All members of the Executive Committee are subject to recall through the implementation of the following procedures:

- a. A petition signed by a majority of the Active Members shall cause a recall election to be conducted within one (1) month;
- b. A two-thirds (2/3) majority vote in favor of removal from office by the entire Active Membership shall be necessary for recall;
- c. Vote shall be by secret ballot and shall be conducted by the Nominations and Elections Committee;
- d. The counting of the ballots shall be open for observation by the Active Members of the Association;
- e. If an officer is recalled, then the vacant office shall be filled in accordance with Article IV.B. 1.

Article V. Executive Committee

- A. Executive Committee. The Executive Committee shall consist of the four elected officers of the Association, a Member-At-Large, and the following non-voting members: the past Association president, the Grievance and Contract Administration Officer, and the current Chief Negotiator.
- B. The Executive Committee shall act as the governing body for the Association in carrying out the purposes of the Association; it shall establish committees for the Association and shall convene special meetings of the Association at its discretion. The Executive Committee may propose alterations in the schedule of dues and regulations governing their payment, subject to ratification by the Active Membership.
- C. The Executive Committee shall assume responsibility for the Association's continuing effective presence at North Central State College and for its collective bargaining responsibilities, including adherence to Ohio Revised Code (ORC) 4117. Among the duties of the Executive Committee are the following:
 1. Meet with Association members to provide assistance and receive comments and suggestions;
 2. Conduct the business of the Association between Association meetings;
 3. Regularly recruit members and encourage renewal of membership;
 4. Make necessary appointments to complete an unexpired term of any officer until a special election is held;
 5. Set the agenda for regular and special Association meetings;

6. Consult, as appropriate, with the North Central State College administration on matters of interest;
7. Make decisions on grievance and contract administration issues presented by the Grievance and Contract Administration Officer;
8. Set the objectives and priorities for collective bargaining in consultation with the Bargaining Committee;
9. Appoint an Association Grievance and Contract Administration Officer. The term of appointment shall be one year. The Executive Committee shall evaluate the performance of the Grievance and Contract Administration Officer before the close of each one (1) year term;
10. Appoint a Chief Negotiator one year prior to the termination date of each contract. For the first contract, the Chief Negotiator shall be appointed within one week of ratification of this Constitution;
11. Appoint the Negotiating Team in consultation with the Chief Negotiator. The team shall be no smaller than three members and no larger than five members. For the first contract, the members of the Negotiating Team shall be appointed within two weeks of ratification of this Constitution and appointment of the Chief Negotiator;
12. With the advice of the Negotiating Team, fill any vacancy on the Negotiating Team;
13. Supervise the preparation and distribution of a newsletter to inform members and other faculty of recent activities of local and national importance;
14. Receive periodic reports from the Chief Negotiator during the negotiation process as specified by Article IX.B.8. The Executive Committee will communicate the contract proposal, with or without recommendation, to the Association Members for ratification. Any contract proposal transmitted to the Association Members must include the Negotiating Team's recommendation;
15. Maintain media relationships as appropriate;
16. The voting members of the Executive Committee are authorized, at any time, to remove and replace: the Chief Negotiator and/or any member of the Negotiating Team, and the Grievance and Contract Administration Officer;
17. The Executive Committee will determine an appropriate organization of committees and will determine the existence, functions and duties of each committee. No committee member may enter into binding contractual agreements without approval of the Executive Committee. Representation. The Executive Committee will actively strive to appoint balanced committees.

Article VI. Elections and Voting Procedures

Election of Association officers shall take place during the spring term. New officers shall take office one month following the election. From the date of their election until they formally assume office, the newly-elected officers elect shall serve as non-voting members of the Executive Committee.

A. Nomination Procedures for Association Officers:

1. The Nominations and Elections Committee shall consist of the immediate Past President (who will chair the committee) and two Active Members appointed by the President.
2. At least one month prior to the end of incumbents' terms(s), the Nominations and Elections Committee shall send a "Call for Nominations" form to each Active Member. This form shall request nominations

from among Active Members who are willing to serve if elected. If possible, at least two nominations for each office shall be obtained.

3. The Nominations and Elections Committee shall prepare a ballot listing each nominee.

B. Nominations for Member at Large:

A member at large shall be nominated from among the Active Members.

C. Voting Procedures for Officers:

1. Voting shall be by secret ballot according to procedures established by the Nominations and Elections committee and sent to each voter at least two weeks prior to the return date. Each ballot must indicate the following:
 - a. The date and hour by which the Secretary of the Association must receive ballots;
 - b. The U.S. mail address and campus address of the Association Secretary and/or his/her designee.
 - c. Instructions for hand-delivery to the Association Secretary;
2. The Secretary and at least one member of the Nominations and Elections Committee shall count the ballots in a meeting in the presence of interested parties who wish to attend and communicate the results of the balloting to the full membership;
3. Regular elections of Association officers shall be held no later than one month prior to the end of the spring term;
4. For the offices of President, Vice President, Secretary, and Treasurer, the candidate receiving a majority of votes cast shall be declared the winner. In the event that no candidate obtains a simple majority, a run-off election shall be held; the candidates who finish first and second shall participate in the run-off election. In the event of a tie, an additional run-off election shall be held. When a new Association office is created via a change in the Constitution, the Association may call a special election to fill the new position using procedures in Article VI;
5. Association funds may not be expended in a partisan fashion to promote the candidacy of any member in any Association election;
6. In order to ensure that the Association is prepared to negotiate immediately following the ratification of the Constitution, the first election of officers will proceed as follows:
 - a. the organizing committee will prepare an initial slate of officers for the four elected positions, to be circulated among the Active Members. Additional nominations may be submitted by Active Members to the President from the floor, on the day of the elections, following the Constitution vote;
 - b. the President and Vice President will be elected to serve two-year terms and the Secretary and Treasurer will be elected to serve one-year terms;
 - c. any Active Member can nominate or be nominated;
 - d. Active Members will receive a secret paper ballot following ratification of the Constitution, and will cast their votes. The votes will be counted immediately after the election and Active Members will be notified.
 - e. An absentee ballot may be obtained from the Secretary one week prior to the election to ratify the Constitution and elect officers. The absentee ballot must be returned to the Secretary prior to the meeting at which the voting will occur.

D. Voting Procedures for Member-at-Large:

For the Member-at-Large, the candidate receiving the most votes shall be elected to the Executive Committee for a two-year term. In the case of a tie, a runoff election shall be held. If there is still no winner,

the voting members of the Executive Committee shall choose the Member-at-Large from among the candidates who tied.

E. Voting Procedures for Referenda:

Referenda shall be decided by a majority vote of the Active Members present.

Article VII: Association Meetings

Robert's Rules of Order, Revised, shall be the authority for this Association in matters of parliamentary procedure unless otherwise noted in this Constitution.

- A. Meeting Schedule:** The Association shall hold meetings at least twice each year [fall and spring]. At least five working days prior to a meeting the Secretary shall notify each Active Member of the Association who is eligible to attend by paper or e-mail notice.
- B. Special Association Meetings:** Special meetings of the Association may be called by the President, a majority of the Executive Committee, or by a petition from 10 Active Members delivered to any Association officer. The President shall determine the time and place of the meeting, but it shall take place within fifteen working days from the decision to call a special meeting. At least five working days before the meeting, the Secretary shall notify each Active Member by paper or e-mail notice.
- C. Other Association Meetings:** Other Association meetings are authorized in accordance with Article IX.C., under the time schedule specified by Ohio Revised Code 4117.
- D. Agenda:** The written meeting notice shall include the agenda for the meeting. All items requiring votes must be placed on the agenda. Active Members may have an item placed on the agenda at the time of the meeting if this item is approved by an affirmative vote of a majority of the Active Members present and voting.
- E. Quorum:** At meetings of the Executive Committee the presence of a majority of the Executive Committee members shall constitute a quorum. At meetings of the Association, the presence of twenty per cent (20%) of the Active Members shall constitute a quorum.

Article VIII. Dues

A. Establishment of Local Association Dues

NCSFA-AAUP shall establish local Association dues to be levied on Active Members.

B. Alterations in Local Dues

The Executive Committee may propose alterations in the dues structure. Changes in local dues affecting Active Members shall be voted on by Active Members only and shall require a majority of those casting ballots. Voting procedures shall be as cited in Article VI.E.

C. Special Dues Assessment

The Executive Committee may propose a special assessment in local dues. Ratification of the special assessment requires a majority vote by those casting ballots on this issue. The voting procedures apply as outlined in Article VI.E. Special assessments can be for no more than one year.

D. Method of Payment

Dues may be paid with payroll deduction or by a single annual direct payment. The Executive Committee may adopt other payment options.

E. Dues-Arrears Status

1. An individual shall be in dues-arrears if any of the following situations arise:
 - a. If the individual's payroll deduction is terminated; this status would begin the first pay period in which no dues deduction occurs;
 - b. If the single annual payment of dues is not made by the renewal date.
2. Once in dues-arrears status, the individual shall be ineligible to exercise Association membership rights.
3. An individual's dues-arrears status shall be removed and the individual shall be returned to Active Member status:
 - a. When payroll deduction is renewed, or
 - b. When a single annual payment is made which includes national, state, and local dues.

F. No Limitations Clause

No provisions of this article shall be interpreted as in any way limiting the ability of NCSFA-AAUP to negotiate collective bargaining service fees (fair share fee) for those members of the bargaining unit who choose not to hold membership in the Association.

Article IX. Contract Negotiations:

- A. Overview:** The Executive Committee determines the bargaining priorities and shall forward its recommendations and other information (faculty survey results, etc.) to the Negotiating Team. The Negotiating Team will negotiate a contract with representatives of the North Central State College Board of Trustees. The Chief Negotiator shall then present the tentatively agreed upon contract to the Executive Committee for its review and recommendation. The Executive Committee shall then submit the tentative negotiated contract to the Active Members for ratification, along with the recommendations of the Executive Committee.
- B. Duties of the Negotiating Team and its members**
 1. The Chief Negotiator shall advise the Executive Committee regarding selection of the members of the Negotiating Team.
 2. The Negotiating Team prepares contract proposals based upon the wishes and priorities of the Association and the recommendations of the Executive Committee;
 3. The Negotiating Team will negotiate a contract in good faith with representatives of the North Central State College Board of Trustees.
 4. The Chief Negotiator shall serve as the primary spokesperson for the Negotiating Team in all negotiation sessions.
 5. The Negotiating Team will maintain detailed notes of all negotiating sessions.
 6. Subject to the approval of the Executive Committee, the Negotiating Team has the option to ask both internal and external specialists to participate in its activities. The Negotiating Team also has the option of forming research groups to provide supporting data for the Team's proposals or positions.
 7. The Negotiating Team will not participate in negotiating sessions without the Chief Negotiator, nor will it participate in negotiating sessions without any other Negotiating Team members or external participants deemed essential for a given session by the Negotiating Team and Executive Committee.

8. During negotiations, the Chief Negotiator will provide the Executive Committee with regular updates on the progress of negotiations and will present all tentatively agreed upon contract proposals to the Executive Committee.
9. Only the Negotiating Team is authorized to participate in contract negotiations on behalf of the Association.

C. Contract Ratification

1. The Negotiating Team shall submit a proposed contract agreement to the Executive Committee for discussion and recommendation. Upon review by the Executive Committee, the proposed agreement shall be submitted, along with the recommendations of the Executive Committee, to the Active Members for ratification or rejection.
2. At least one week prior to the vote on the proposed contract, the Executive Committee shall distribute copies of the proposed contract to all Active Members.
3. If a mail ballot is used, an Association meeting shall be called for the purpose of discussing the proposed contract one week prior to mailing the ballots to the Active Members. However, the Association shall not take any action regarding the proposed contract at that meeting.
4. When the Ohio Revised Code 4117 requires a quick ratification vote of the members, the Executive Committee may call a meeting of the Active Members for contract ratification purposes. In such a case, a secret ballot vote of the Active Members in attendance shall be permitted. Unless otherwise precluded by Ohio Revised Code 4117, a contract shall be ratified if a majority of Active Members present cast ballots in favor of ratification.
5. If a mail ballot is used, the President shall implement a contract ratification vote. Voting procedures shall be according to Article VI. An affirmative vote for the proposal by a majority of Active Members casting a ballot shall constitute the bargaining unit's acceptance of the contract.
6. A contract approved by the Active Members of NCSFA-AAUP shall become binding when ratified by the North Central State College Board of Trustees.
7. The Association shall comply with all rules and regulations of the Ohio State Employment Relations Board that are applicable to contract ratification, and resolution of contract disputes.

Article X. Bylaws:

Matters regarding operating procedures shall be provided in the Bylaws to this Constitution. The Executive Committee will establish the Bylaws.

Article XI. Amendments to the Constitution:

Any Active Member may propose an amendment to the Constitution at a regularly scheduled meeting of the Association. The proposed amendment must be submitted at a meeting in writing. If the Active Members in attendance at the next regularly scheduled meeting of the Association agree by majority vote to consider the proposed amendment, it must then be submitted to the Active Members for ratification. Ratification shall require two-thirds (2/3) affirmative vote of those Active Members who cast ballots on the proposed amendment. Voting shall be by secret ballot.

Adopted by Majority Vote: May 29, 2008