**YOUNGSTOWN STATE UNIVERSITY CHAPTER OF THE OHIO EDUCATION**

**ASSOCIATION**

**CONSTITUTION AND BYLAWS**

**ADOPTED**

**April 1974**

Amended: June 11, 1979

March 6, 1981

May 22, 1987

June 9, 1988

June 8, 1989

May 27, 1993

January 23, 1997

September 14, 2000

October 30, 2003

April 14, 2004

March 9, 2009

March 21, 2012

**CONSTITUTION**

**Article I: Name and Affiliation**

The name of this organization shall be the Youngstown State University Chapter of the Ohio Education Association. This organization shall be an affiliate of the Ohio Education Association and the National Education Association.

**Article II: Purpose**

The purpose of the Youngstown State University Chapter of the Ohio Education Association shall be to promote the professional interests of the faculty of Youngstown State University and of higher education through collective bargaining and other appropriate means.

**Article III: Memberships**

**Section 1.**

All members shall be members of the Youngstown State University Chapter of the Ohio Education Association (YSU-OEA), the Northeastern Ohio Education Association (NEOEA), the Ohio Education Association (OEA), and the National Education Association (NEA).

**Section 2.**

Regular membership shall be available to any full-time faculty member and excluding any administrative member of the faculty at the level of department chairperson or above. Regular members are entitled to vote, to hold office, and to serve on Chapter committees.

**Section 3.**

All members shall abide by the Code of Ethics of the Education Profession.

**Article IV: Officers and Executive Committee**

**Section 1.**

The officers of this Chapter shall consist of a President, a First Vice-President, a Second Vice-President, a Secretary, and a Treasurer. The Executive Committee shall consist of the officers, the Chairperson of the Grievance Committee, the Chief Negotiator, and Chair of the College Advocates.

**Section 2.**

No person shall hold the same office for more than three consecutive two-year terms, and no person shall remain a member of the Executive Committee for more than five consecutive two-year terms.

**Article V: Amendments**

**Section 1.**

Any amendment to this Constitution may be introduced at any regular meeting of the organization by the Executive Committee, or by a petition signed by twenty-five percent of the membership, or fifty members, whichever is smaller. A two-thirds majority of those voting in a mail ballot shall be required to adopt the proposed amendment.

**Section 2.**

An amendment to the Bylaws may be introduced at any regular meeting of the organization by the Executive Committee, or by a petition signed by twenty-five percent of the membership, or fifty members, whichever is smaller. A simple majority of those voting in a mail ballot shall be required to adopt the proposed amendment.

**Article VI: Recall of Officers**

An officer(s) may be recalled for misfeasance, malfeasance, or non-feasance. Charges to this effect may be made by a majority of the members of the Executive Committee or by virtue of a petition signed by at least fifty Chapter members.

Specific charges in such cases shall be sent to a Review Panel that shall study the charges and make findings of fact and appropriate recommendations to the membership. The Review Panel shall consist of five members drawn at random from the membership by the Elections Committee. Within one month after the Review Panel reports to the membership, the Election Committee shall conduct a referendum in which the membership votes to retain or dismiss the officer(s) charged. A two-thirds vote of those voting in a mail ballot shall be required to dismiss an officer(s).

A vacancy in the office of President shall be filled by the First Vice-President. A vacancy in other offices shall be filled by appointment of the Executive Committee, except that if both the President and the First Vice-President are recalled, an election supervised by the Elections Committee will be held within fifteen days to elect officers to fill the vacancies for the unexpired terms. The remaining Executive Committee members shall administer the Chapter until the vacancies are filled. In the event that the entire Executive Committee is recalled, the chairperson of the Grievance Committee shall act as President until the vacancies are filled by election.

**BYLAWS**

**Article I: Rules of Order**

Roberts’ Rules of Order (Revised) shall be the authority on all questions of procedure not specifically covered in this Constitution and Bylaws.

**Article II: Elections**

**Section 1.**

The Elections Committee shall conduct the election of officers by secret mail ballot of the active membership by **March 1**. Nominations for the various offices may be made from the floor at a chapter meeting in February or by filing a declaration of candidacy petition with the Elections Committee signed by five or more regular members no later that three days after the February chapter meeting referred to in this paragraph. The new officers shall assume office on **July 1**.

**Section 2.**

All ballots, marked, unmarked, and voided, and all other records pertaining to the election of officers of this Chapter and OEA and NEA delegates and alternates, shall be preserved for one year from the date the election was held and such ballots and other records shall be made available to any member of the YSU-OEA and to OEA officers upon request for inspection and examination.

**Section 3.**

It is the policy of this Chapter, and it shall take all legally permissible steps to achieve governance and delegate representation of ethnic minorities at least proportionate to the ethnic minority membership in the Chapter.

**Article III: Duties of Officers**

**Section 1.**

The President shall preside at all meetings of the Chapter and of the Executive

Committee; shall appoint the chairpersons of all *ad hoc* committees, unless otherwise indicated in these Bylaws, subject to the approval of the Executive Committee; shall assign the various members of the Executive Committee to serve as liaison with Chapter Committees; shall be a member of the Negotiating Team; shall be one of the Chapter’s delegates to the OEA Representative Assembly, and shall be the chief spokesperson of the Chapter.

**Section 2.**

The First Vice-President shall assist the President in the performance of his or her duties; shall assume all the duties of the President in case of absence, resignation, or recall; shall maintain the website and listserv, shall be the Editor of the Chapter newsletter.

**Section 3.**

The Second Vice-President shall coordinate all social activities.

**Section 4.**

The Secretary shall serve as Recording Secretary and maintain a permanent record of all meetings of the Chapter and of the Executive Committee; shall distribute to the membership agenda and minutes of all Chapter meetings.

**Section 5.**

The Treasurer shall keep a financial record of the organization; shall be responsible for collection of revenue and disbursement of funds as authorized by the Executive Committee; shall submit financial reports to the membership at least twice a year; shall prepare the annual budget in April for consideration by the Executive Committee; and shall coordinate membership services.

**Section 6.**

Upon leaving office all officers shall turn over current and active Chapter records to their successors and all other Chapter records to the Secretary.

**Article IV: Executive Committee**

**Section 1.**

Upon the Executive Committee shall rest the duties, responsibilities, and authority for all business and all matters of the Chapter, except as stated otherwise in this Constitution and Bylaws.

**Section 2.**

The Executive Committee shall establish a regular schedule of meetings. Special

meetings of the Executive Committee may be called by the President, or by request of a majority of the members of the Executive Committee.

**Section 3.**

A member of the Executive Committee, by reason of absence without reasonable cause from three consecutive meetings of the Executive Committee, or resignation, shall no longer be considered as holding that office to which he or she has been elected or appointed. The Executive Committee shall appoint a replacement, except in the case of a President whose post shall be filled by the First Vice-President.

**Section 4.**

The approval of the Executive Committee shall be required before a grievance is advanced to arbitration.

**Section 5.**

The Executive Committee shall oversee and coordinate the activities of all standing and *ad hoc* committees, and all such committees shall be responsible to and report to the Executive Committee.

**Section 6.**

All regular meetings of the Executive Committee shall be open to the membership of the Chapter.

**Article V: Committees**

**Section 1.**

The following shall be the standing committees of the Chapter: Elections, Planning and Research, Grievance, Negotiating Team, and Executive Committee.

**Section 2.**

Other committees may be established by the Executive Committee as the need arises, or may be established by the general membership at any meeting of the Chapter.

**Section 3.**

All standing committees shall establish their own rules of procedure which shall be consistent with this Constitution and Bylaws and which shall be placed on record with the Executive Committee and at the YSU-OEA office.

**Section 4.**

The Elections Committee shall consist of three individuals elected by the membership by **April 30** in even numbered years. The term of office shall begin on **July 1**. The Elections Committee shall supervise, coordinate, and certify all Chapter and bargaining unit elections unless specified otherwise in this Constitution and Bylaws. The Elections Committee shall certify the results of all Chapter and bargaining unit elections to the Executive Committee and to the membership. The Elections Committee shall elect its own chairperson and appoint tellers from the membership as is necessary to conduct elections quickly and efficiently. The Executive Committee shall supervise, coordinate, and certify the election of the members of the Elections Committee. In the case that an election is uncontested, i.e. all individuals on a particular ballot will automatically be elected, the committee responsible for that election may declare the position filled without issuing a ballot.

**Section 5.**

The Planning and Research Committee shall consist of nine (9) members. Each of the six colleges shall elect one from among its members and the Executive Committee shall appoint the remaining three. The term of office shall be three years. In **September**, the two colleges whose representatives’ terms expire shall each elect a replacement and the Executive Committee shall make one appointment. The Planning and Research Committee shall, at the request of the Executive Committee, conduct studies which would enhance the interests of the members of the Chapter or the bargaining unit. These shall include: (1) periodic surveys of the members of the bargaining unit, and (2) generation of data for the Negotiating Team prior to the start of negotiations.

The sequence of the elections shall be as follows:

2004 – 2007 Education, STEM

2005 – 2008 Health and Human Services, CLASS

2006 – 2009 Business, Fine and Performing Arts

2007 – 2010 Education, STEM

2008 – 2011 Health and Human Services, CLASS

2009 – 2012 Business, Fine and Performing Arts

2010 – 2013 Education, STEM

**Section 6.**

A. The Negotiating Team shall consist of seven members: the President of the Chapter and six individuals elected by the membership in March of the year preceding the start of negotiations. In the election for the members of the Negotiating Team, the five candidates receiving the highest number of votes shall be declared elected. The seventh member shall be that remaining candidate with the highest number of votes who is either (a) from a college not already represented or (b) of the gender not already represented or (c) at an academic rank not already represented. The term of office of the six elected members shall begin **July 1** and extend until the next Negotiating Team is elected. The Negotiating

Team shall represent the bargaining unit in negotiations with the Board of Trustees and its agents. It shall receive information from the Planning and Research Committee and shall be responsible for developing proposals for negotiations. The Negotiating Team shall report periodically on the progress of negotiations to the Executive Committee and the Membership. The Negotiating Team shall submit the proposed Master Agreement to the members of the bargaining unit who are members in good standing of the Youngstown State University Chapter of the Ohio Education Association, for a ratification vote. The Negotiating Team shall represent the bargaining unit both in the negotiation of the Master Agreement and follow-up negotiations which flow out of the Master Agreement. The Negotiating Team shall elect its own chairperson. In the event of a vacancy on the Negotiating Team, the remaining members shall recommend to the Executive Committee a replacement to serve the unexpired term.

B. The Negotiating Team shall represent the bargaining unit both in the negotiation of the Master Agreement and during follow-up negotiations concerning any issues arising from the Master Agreement, negotiations, or the administration of the collective bargaining agreement. The Negotiating Team shall keep the Executive Committee informed of the content and progress of follow-up negotiations. During the term of the contract, the negotiating team will have the sole responsibility to recommend to the Executive Committee modifications of the terms or intent of the collective bargaining agreement; including any memorandums of understandings or addendums to the Master Agreement. The Executive Committee will act upon the recommendations within one month of their receptions.

**Section 7.**

The Grievance Committee shall consist of nine members. During the first month of each academic year, three new members shall be elected. The term of office shall be three years. The Grievance Committee shall: (1) counsel bargaining unit members prior to the filing of a grievance and (2) administer and coordinate processing of grievances under the terms of the Agreement. The Grievance Committee may be assisted by Grievance Officers appointed by the Executive Committee. The assignment of Grievance Officers shall be determined by the Grievance Committee. The Grievance Committee shall elect its own chairperson. In the event of a vacancy on the Grievance Committee, the remaining members shall recommend to the Executive Committee a replacement to serve the unexpired term.

**Section 8.**

A. Functions of the College Advocates:

1. Advocates shall make every effort to become aware of concerns and interests within their respective colleges, and shall articulate and/ or aggregate those interests to the Advocates as a whole, and, as appropriate, to other bodies within the Association, namely, the Executive Committee, the Negotiating Team, and/or the Grievance Committee.

2. Advocates shall also be responsible for communicating information from other bodies of the Association, such as the Negotiations Team or the Grievance Committee, to their college constituents.

3. Advocates shall make reasonable efforts to meet every bargaining unit member in their colleges and to encourage them to participate actively in the Association.

4. The Association shall provide Advocates with training in the collective bargaining Agreement and any additional documents or decisions, such as MOUs, that affect members.

5. When feasible, the Advocates may be consulted and its counsel sought before the Negotiating Team agrees to any MOUs that affect either a college as a whole or the bargaining unit as a whole.

B. Formation, Eligibility, and Term of office of the College Advocates:

 1. College Advocates shall be elected by secret ballot from among the bargaining unit members of their respective colleges.

 2. Every member of the bargaining unit who has been a member of the bargaining unit for at least one full year is eligible for election as a College Advocate.

 3. Elections for the College Advocates shall be held during the spring term following the effective date of any new Collective Bargaining Agreement.

 4. The term of office of College Advocates shall commence on July 1 after their election and shall continue until the newly elected group of College Advocates has taken office following the next new Agreement, usually three years later.

 5. Each college shall be represented by one Advocate. In the event of a vacancy, the Association’s Executive Committee shall appoint a replacement Advocate who shall serve until the next election.

 6. The College Advocates shall choose its own chairperson and shall meet as often as it deems desirable, but not less than once each Fall and Spring semesters.

7. The Chair of the College Advocates shall serve on the YSU-OEA Executive Committee.

**Section 9.**

A member of a standing or *ad hoc* committee, except for the Executive Committee, by reason of absence without reasonable cause from three consecutive meetings of the standing or *ad hoc* committee of which he or she is a member, or resignation, shall no longer be considered as holding that office to which he or she has been elected or appointed. The Executive Committee shall appoint a replacement.

**Section 10.**

An individual may be removed as a member of a standing or *ad hoc* committee, except for the Executive Committee, upon the recommendation of two-thirds of the committee in question and the subsequent approval of such a recommendation by the Executive Committee.

**Article VI: Meetings**

**Section 1.**

This organization shall conduct general membership meetings at least once per term during each academic year. The Executive Committee shall set the meeting dates and plan the meeting programs.

**Section 2.**

Special meetings of the organization may be called by the Executive Committee or upon the request of ten percent of the membership.

**Section 3.**

The order of business at a general membership meeting shall be as follows unless changed by a vote of the membership present:

a. Secretary’s Report

b. Treasurer’s Report

c. Committee Reports

d. Special Reports

e. Old Business

f. New Business

**Article VII: Dues and Dissolution**

**Section 1.**

The Chapter shall have a dues structure to fund an active program. The Chapter may establish dues as deemed necessary.

**Section 2.**

If the Chapter dissolves, its cash assets shall be transferred to Youngstown State University for student scholarships.

**Section 3.**

The Fiscal and the Membership Year of the Chapter shall be September 1 through August 31.

**Article VIII: Quorum**

A quorum for the transaction of business at all Chapter meetings shall be five percent of the active membership.

**Article IX: Expenses**

Individuals who are on official Chapter business and who incur financial expenses in such business shall be reimbursed by the Treasurer for the actual expenses and for automobile travel at a rate set by the Executive Committee. The Treasurer shall require receipts and other appropriate evidence to assure that such expenses are reasonable.

**THE YOUNGSTOWN STATE UNIVERSITY CHAPTER**

**OF THE OHIO EDUCATION ASSOCIATION**

**TRAVEL POLICY**

**I. PURPOSE:** The purpose of this policy is to provide guidelines to members of the

Youngstown State Chapter of the Ohio Education Association regarding reimbursement rights and procedures for members traveling on YSU-OEA business.

**II. TRAVEL**

A. Travel expenses will be limited to the cost for the member of the YSU-OEA to attend functions recognized and approved by the YSU-OEA Executive Committee. If the member has any questions regarding approval of the travel, he/she should seek the prior approval of the Executive Committee. Travel may be by private conveyance or by air, whichever total cost is lower.

B. Travel by private conveyance.

1. Travel by private conveyance is approved only if the member and member’s vehicle is insured for liability and personal injury coverage.

2. Mileage compensation shall be at the rate currently in use by the university and shall apply to the shortest common route to the destination.

3. Lodging when traveling by private conveyance shall be reimbursed only if the total of mileage, toll, non-destination lodging and meals, and all parking does not exceed the lowest available air fare plus travel to and from the airport and airport parking.

4. Members are encouraged to carpool with other members attending the same conference. In such a case, only the member whose vehicle is utilized shall receive reimbursement.

5. Receipts shall be required for all toll and parking charges. Receipts are not required for mileage or fuel.

C. Travel by air carrier (public carriers only) will be reimbursed provided the ticket receipt is included in the request for reimbursement.

1. It is expected that members will seek supersaver or other discount fares that may be available. Failure to do so may result in less than full reimbursement.

2. Air Travel reimbursement shall include mileage to and from the airport, ground transportation at the destination, and parking fees.

a. Parking facilities offering discounts shall be utilized when available.

b. Ground transportation (airport to hotel to airport) shall be limited to $20.00 unless unusual circumstances exist and are acknowledged by the Executive Committee.

**III. MEALS**

A. Reimbursement for meals shall normally be provided at the same rate utilized by the

University. No receipts will be required for reimbursement at standard rates. Standard rates shall be:

$5.00 for breakfast, if travel begins prior to 7:00 a.m. or return is later than 10:00 a.m.

$6.00 for lunch, if travel begins prior to 11:30 a.m. or return is later than 1:30 p.m.

$15.00 for dinner, if travel begins prior to 5:00 p.m. or return is later than 7:00 p.m.

B. Reimbursement for amounts greater than above may be requested and approved by the

Executive Committee if receipts and rationale are provided with the request for reimbursement.

**IV. LODGING**

A. Members will be reimbursed full cost of lodging when performing YSU-OEA duties.

1. If a member occupies a room by him/herself, reimbursement shall be for the single room rate.

2. If two members share one room, each member shall be reimbursed 1/2 of double room rate.

B. It is expected that members will attempt to obtain the most reasonable room rates available. Unusually high rates are subject to review by the Executive Committee.

C. Receipts are required for all lodging reimbursement.

**V. MISCELLANEOUS REIMBURSEMENTS**

A. Any additional items for which a member wishes to be reimbursed must be justified in writing, and approved by the Executive Committee.

**VI. SUBMISSION AND REIMBURSEMENT TIME LIMITATIONS**

A. All requests for reimbursement must be submitted to the Treasurer no later than 60 days following the return from the trip. Any requests submitted following that deadline will not be honored unless highly unusual circumstances prevented timely submission.