# **UChicago Faculty Forward Bylaws**

## Preamble and Purpose

UChicago Faculty Forward is a member-led, democratic union formed with the purpose of advancing the interests of teaching faculty at the University of Chicago in the spirit of solidarity and collegiality. We are committed to providing an excellent education to our students and to the principles of the union movement, namely respect for the labor of all workers and solidarity with labor unions on and off campus.

## **Part 1: Definitions**

### Affiliation

UChicago Faculty Forward is affiliated with SEIU Local 73, which is our legal representative. The operations of Faculty Forward shall be conducted in accordance with the Constitution and Bylaws of <u>SEIU</u> and <u>Local 73</u>.

## Membership

To be a member of Faculty Forward, one must be employed in one of the positions specified in Article 1 of the Collective Bargaining Agreement (CBA) and be a member in good standing of SEIU Local 73. Members have rights and responsibilities stipulated by SEIU Local 73's Constitution and Bylaws, including but not limited to the following:

### Members have the right to:

- fair representation by the union
- free expression of opinions and participation in union activities
- privacy and protection of personal information
- freedom from threats and harassment

### Members have the responsibility to:

- follow the constitutions and bylaws of SEIU Local 73 and Faculty Forward
- abide by democratically approved decisions of the union
- act in the spirit of solidarity
- never deliberately harm other members

## Member Assembly

All union power rests with the members, and the member assembly is the primary expression of that power. The assembly shall have exclusive power to ratify collective bargaining agreements, authorize collective actions, elect or recall officers, establish or amend the bylaws, and pass resolutions.

Member assemblies shall be held at least once per academic year. Special assembly meetings shall be called for purposes of ratification of collective bargaining agreements, authorization of collective actions, or other timely union business to allow all interested members to attend and vote.

### **Executive Committee**

The executive committee is the central body for organizing and leading the union. The executive committee shall have the power to convene a member assembly, represent Faculty Forward in public interactions and speak on behalf of the union, constitute committees, and conduct other business on behalf of the union.

Any member in good standing may run for an office on the executive committee by contacting the current Faculty Forward secretary. Elections will be held in a manner described below. SEIU Local 73 shall provide an electronic ballot for elections that will be sent to all members in good standing. Officers may be recalled by a majority vote of the member assembly. In the event there is an unexpected vacancy on the executive committee, a special election may be called to fill the open seat for the remainder of the term.

All executive committee officers are obligated to participate in committee meetings, perform the duties specified below, and work in solidarity with the concerns of all workers in the union. Officers are elected for either one or two-year terms (specified below) via electronic ballot.

**President:** elected by the general membership; duties include presiding over member assemblies and executive committee meetings, and representing the union in public settings and at the Local 73 delegate conventions. The president serves a two-year term.

**Chief Steward:** elected by the general membership; duties include presiding over the steward council meetings, overseeing and facilitating the processing of grievances in concert with the union representative, and bringing the concerns of workers to the attention of the executive committee and the SEIU representative. The chief steward serves a two-year term.

**Secretary:** elected by the general membership; duties involve taking and disseminating notes from official meetings, communicating with membership, and managing member information with appropriate privacy protection. The secretary serves a two-year term.

**Full-time Representative:** elected by all full-time members with titles of (Assistant/Associate) Instructional Professor and Professor of Practice in the Arts. The full-time representative serves a one-year term.

**Part-time Representative:** elected by all part-time members: Lecturers 1, Lecturers 2, and part-time PPAs. The part-time representative serves a one-year term.

**Teaching Fellow Representative:** elected by all teaching fellow members. The teaching fellow representative serves a one-year term.

**Writing Instructor Representative:** elected by all members who hold the position of writing advisors in the Social Sciences Core, writing specialists, and writing and research advisors. The writing instructor representative serves a one-year term.

### **Activist Forum**

The activist forum is a voluntary group of members wishing to engage and participate in union business. Any member in good standing may participate in the activist forum by contacting the Faculty Forward secretary and joining the forum email list and/or other communication platforms.

### **Stewards**

Stewards are Faculty Forward members who are the main union point of contact for particular units. Any member in good standing may volunteer to become a steward by

contacting the Faculty Forward secretary. Stewards are asked to complete the steward training sessions offered throughout the year by SEIU Local 73.

Stewards are expected to make the fact that they hold this position known to the other members of their unit and to encourage members to approach them with contract questions and concerns as they arise. Stewards will refer these questions to the executive committee or to the Faculty Forward SEIU representative as needed. If a member is facing a disciplinary process initiated by management, they have the right to request their steward be present for that process ("Weingarten Rights"). In the event a grievance needs to be filed, the union may ask the steward for the relevant unit to be present for grievance hearings alongside the SEIU representative.

### **Working Committees**

Committees may be constituted by a vote of the member assembly, a decision of the executive committee, or established by a provision of the CBA. All working committees are open to any member who wants to participate in running the union. Committees shall meet and report on their work to the executive committee.

## Changes to the Bylaws

The bylaws shall be adopted by a general vote of the membership. They may subsequently be amended or changed by a vote of the general membership, with at least 60 percent of those voting casting ballots in favor.

### Dissolution and Disaffiliation

The member assembly may initiate the process of dissolution of the bargaining unit or disaffiliation from Local 73, in accordance with applicable labor laws. The process shall require a majority vote of the member assembly as well as majority support of the executive committee.

## Part 2: Procedural Rules

#### Member Code of Conduct

Pursuant to the provisions of the SEIU <u>Code of Ethics and Conflict of Interest Policy</u> ("the Code"), SEIU Local 73 incorporates the Code into its Constitution and Bylaws. Faculty Forward members understand that they are fully subject to this Code as SEIU Local 73 members.

### Misconduct and Discipline

Faculty Forward members understand they are subject to SEIU Local 73's Constitution and Bylaws. Officers and members found to be violating these bylaws and/or constitution can be charged in writing, at which point the charges shall be investigated by the SEIU Local 73 trial board. This procedure is outlined in Article 20 of the SEIU Local 73 Constitution and Bylaws.

### Rules of Order

All meetings of Faculty Forward shall be conducted according to Robert's Rules of Order Revised.

### Member Information and Privacy

In the course of normal union business, Faculty Forward and its officers will be provided with personal information about its members, either supplied by the University or by SEIU Local 73. Faculty Forward shall make all reasonable efforts to safeguard members' personal information, in particular limiting access to sensitive information (such as phone numbers, physical or email addresses) only to members in appropriate roles, removing such information from data shared with other members, and keeping databases in secure storage. Faculty Forward and its members may use the information for member outreach, for crafting bargaining proposals, for gathering information for grievance filings, or other legitimate union purposes, but shall not share it with outside third parties under any circumstances. Faculty Forward will work with SEIU Local 73 staff to make sure such data is safeguarded and is not disseminated outside of the union.

## Part 3: Working Committees

## **Bargaining Committee and Process**

The bargaining committee is constituted for the purpose of negotiating a Collective Bargaining Agreement (also called CBA or contract) between the Union and the University; it is composed of a lead negotiator from SEIU staff along with rank-and-file members. Faculty Forward maintains a policy that the bargaining committee is open to any member who wishes to participate. The ground rules agreed upon at the beginning of each bargaining cycle may limit the total number of members who can attend a particular session. In such a situation, if there are more members who wish to attend a given session than the ground rules allow, the bargaining committee will collectively determine which members should be present for that particular session depending on the specific issues and articles under discussion. All priorities, strategies, and tactics, e.g., on the proposals or tentative agreements, are decided collectively by a vote of the bargaining committee present at the session.

The executive committee will begin the process of soliciting volunteers for the next bargaining committee one year from the expiration of the current CBA. The bargaining committee will collect data and feedback from members as to the priorities and concerns they want addressed in the next contract over the summer and will meet early in the autumn quarter to begin planning the bargaining campaign. In conjunction with the executive committee, the organizing committee, and membership at large, the bargaining committee will organize actions as needed to support contract negotiations. As the deadline to complete a new contract approaches, the committee is charged with determining the timeline of any escalation. After the CBA has expired, should the bargaining committee determine a strike is necessary to secure a fair contract, they will vote on whether to ask membership as a whole to vote to authorize a strike. Once a majority of members have voted to authorize a strike, the bargaining committee is empowered to call a strike when they determine that it is necessary.

When negotiations reach an endpoint, with either a tentative agreement with management or a "last, best, and final offer", the bargaining committee shall present the proposal to the full membership for ratification, and may provide a recommendation for the ratification vote, as decided by a majority vote of the bargaining committee present at the session. Individual members of the bargaining committee are free to express their views on the

proposed contract during the member assembly. The CBA is ratified by a majority of the ballots cast voting in favor. Should a ratification vote fail, the bargaining committee may return to negotiations with management or call a strike.

### Labor-Management Committee

The Labor-Management Committee is a standing committee established under Article 5 of the Collective Bargaining Agreement. It meets quarterly with representatives of management to discuss contract matters and other issues that arise affecting union members. It is a volunteer committee whose makeup changes from meeting to meeting depending on the specific issues on the agenda, but it typically will include members of the executive committee and stewards from the relevant units. The CBA allows the union to designate up to five representatives for a particular meeting.

#### **Steward Council**

The Chief Steward will call a meeting of all stewards at least once a year to discuss issues that have arisen in various units and strategize as to how the union can best support its members in ongoing labor issues.

### **Organizing Committee**

The organizing committee is a fully internal union committee. It is charged with member outreach, planning various solidarity events throughout the year, and strategizing on organizing new units as the need arises.

### **Accessibility Committee**

The accessibility committee is a standing, joint committee between Faculty Forward and management established under Article 28 of the Collective Bargaining Agreement. The accessibility committee meets periodically with management throughout the academic year to discuss accessibility issues affecting our members and the campus more generally, as well as new technology related to accessibility that the union believes the University should acquire and implement.

### Committee on Online Harassment

The committee on online harassment is a standing, joint committee between Faculty Forward and management established under Article 7 of the Collective Bargaining Agreement. The committee is charged with reviewing existing university policy on online harassment and, if necessary, proposing new policy for the University to consider implementing.