

Article III: Members

A. Definition

Members of this chapter must

1. be members of the National and State AAUP, and
2. be either faculty employed by Wright State University or emeritus faculty of Wright State University or graduate students enrolled at Wright State University, and
3. have paid dues as specified in Article VIII **B, C, D, E, & F.** ~~and are not in dues arrears status as defined in Article VII H. 1.~~

B. Categories

Each member of this chapter will be considered as being in one of the following two categories:

1. Regular: A Regular Member is a chapter member who is also in the Collective Bargaining Unit as defined in Article II. A. 2. Hereafter in this document, the terms "Regular Chapter Member" or "RCM" refer to the above definition.
2. Associate: An associate member is a chapter member who is not a member of the Collective Bargaining Unit. Hereafter in this document, the terms "Associate Chapter Member" or "ACM" refer to the above definition.

C. Rights and Privileges

1. Associate Chapter Members are eligible to:
 - a. receive chapter newsletter;
 - b. attend functions sponsored by the chapter;
 - c. attend chapter meetings except when collective bargaining matters are being addressed;
 - d. make motions and vote at chapter meetings on items not related to collective bargaining matters.
2. Regular Chapter Members are eligible to:
 - a. hold office;
 - b. attend, make motions and vote in all chapter meetings, including those restricted to collective bargaining matters;
 - c. be members of the Bargaining Council or Negotiating Team;
 - d. vote on the ratification of Collective Bargaining Agreements;
 - e. petition for calling of special chapter meetings;
 - f. nominate regular chapter members for office and vote in chapter elections;
 - g. have all other privileges of membership as indicated in Article III. C. 1.
3. ***Regular and Associate*** Chapter Membership shall become effective upon ~~payment of national, state, and local chapter dues as specified in Article VII. C., D., E., and F~~ ***submission of the appropriate Payroll Deduction form.***
4. No Member can be disciplined ***by the AAUP Chapter*** without adherence to due process, which shall include notice of the alleged offense(s), a hearing before an impartial body of RCMs, 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 AAUP/WSU shall be the president, vice president, secretary, *communications officer*, treasurer, and two (2) members-at-large. *In the 2004 election only, the president, secretary, communications officer and one member-at-large will be elected for a single three year term in order to initiate staggered elections of AAUP/WSU elected officers. The term of office for the remaining officers and each subsequent* Each term of office for elected officers shall be two consecutive years. *Thus, starting in 2006, the vice president, treasurer and one member-at-large will be elected in even numbered years and the president, secretary, communications officer and one member-at-large will be elected in odd numbered years. A sitting officer or member of the Executive Committee may run for any office, but can only hold one office at a time.* There are no term limits. The nominations and elections shall follow the procedures outlined in Article VI.

1. **President.** The president shall carry out the policies, coordinate the functions, and exercise general supervision over the activities of the chapter. The president shall preside at meetings of the chapter, Executive Committee, and Bargaining Council, respond to inquiries from the press *unless the president delegates this task to the communications officer*, and nominate, subject to the consent of the Executive Committee, representation to the meetings of the Ohio Conference, the AAUP Collective Bargaining Congress, and national AAUP. ~~In the absence of the president, the vice president shall serve in the president's stead.~~ The president shall be a member ex officio *non voting* of all committees, but the president shall not be counted in determining a quorum in these committees. *The president shall not be a member of the Negotiating Team.*
2. **Vice President.** The vice president shall ~~execute the duties usually pertaining to this office~~ *oversee Chapter recruiting efforts and co-edit the Chapter newsletter. The vice president shall chair the Nominating Committee, which provides names of candidates for election to the chapter members.* The vice president shall chair the meetings of the Executive Committee, Bargaining Council, or chapter in the absence of the president; *and, in the absence of the president, shall otherwise serve.* The vice president shall also perform the duties that are requested by the ~~Executive Committee or the president,~~ *subject to the approval of the Executive Committee in the president's stead.*
3. **Secretary.** The secretary *is responsible for* ~~shall keep a~~ records (*minutes*) of all proceedings *and submission of these records to the appropriate body for approval, and correspondence of the chapter,* ~~send such notices as may be required, keep the roll of members of the chapter and bargaining unit, confirmation of reasons for any changes in monthly dues and fair share deductions, oversight of the Chapter database to ensure it is up-to-date, and certification of chapter delegates to meetings of the Ohio Conference, the AAUP Collective Bargaining Congress, and national AAUP.,~~ *prepare and (unless another person has been assigned this responsibility) oversee delivery of chapter communications (flyers, newsletters, meeting notices, other documents) for distribution to the membership or bargaining unit. The secretary will be responsible for communicating to State and National AAUP about membership rolls and providing database information to the Treasurer for quarterly dues payments.*
4. **Communications Officer.** *The communications officer is responsible for maintenance of the Chapter Web Site (keeping up-to-date information related to the functions of the Chapter posted), oversight of all aspects of communication between the Chapter and its members or any selected group of members of the collective bargaining unit and maintenance of records of all such communications. The communications officer will be co-editor of the Chapter Newsletter. When designated by the president, the communications officer will respond to inquiries from the press.*

5. **Treasurer.** The treasurer ~~shall~~ **is responsible for** administration of the chapter finances and **maintenance of** ~~keep~~ accurate records of all moneys received and of all disbursements. These records must be available for inspection by any RCM. ~~The treasurer shall 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.~~ **The treasurer will oversee the determination of the chargeable portion of the local dues and communicate that in September or early October, along with the chargeable amounts of state and national dues, to all non-members in the collective bargaining unit so that they may have an opportunity to object to collection of any non-chargeable dues in the forthcoming calendar year.** The treasurer shall prepare an annual budget and an annual financial report and submit them for approval at a **Fall Quarter** chapter meeting. The treasurer shall ensure that no loans will be made by the chapter. Upon specific request by SERB (**State Employment Relations Board**), the treasurer shall ensure that all officials and employees of the chapter who handle funds, trusts or other property of the chapter or subsidiary organizations will be bonded. In the absence of the president and vice president, the treasurer shall preside at meetings. In the case of withdrawal of both president and vice president, the treasurer shall assume the presidency of the chapter until ~~a new Executive Committee can be elected~~ **these vacancies are filled.**
6. **Members-at-large:** The duties of the members-at-large shall be to attend Executive Committee meetings and to perform such duties which are requested by the Executive Committee or the president.

B. Vacancies

1. Resignation. When an officer has resigned or is disqualified, the office shall be filled by a special election following procedures outlined in Article VI. A & B. The Executive Committee is empowered to fill vacancies in any elective office until a special election is held. 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 chapter.
3. **Creation of New Elected Officer Position(s).** *If a new elected officer position contains some of the duties of a position for which an officer is currently serving, that officer may choose, without election, to move into the new position for the remainder of his/her term, subject to approval of the Executive Committee. The Executive Committee will call a special election for the remaining vacant position.*
4. Recall. All members of the Executive Committee are subject to recall.
 - a. A two-thirds (2/3) vote by the RCMs attending a regular or special meeting, or a petition signed by thirty (30) percent of the RCMs shall cause a recall election to be conducted within one (1) month.
 - b. Upon a two-thirds (2/3) vote of the RCMs casting ballots in favor of recall, the officer shall be recalled and relieved of his/her duties. This vote shall be held as stipulated in Article VI. B.
5. Other conditions. Should circumstances arise when there is but one remaining officer, an Executive Committee shall be recruited from RCMs and confirmed at the next regular chapter meeting.

C. Conflict of Interest Statement

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

Article V: Committees

- A. Executive Committee. ~~Executive Committee~~. The Executive Committee shall consist of the ~~six~~ *seven* elected officers of the chapter, ~~the chairpersons of all active committees (ex officio non voting), the past chapter president (ex officio nonvoting),~~ the Grievance and Contract Administration Officer(s) (ex officio, nonvoting), and the ~~current~~ Chief Negotiator (ex officio, nonvoting).
1. The Executive Committee shall act as the governing body of the chapter to uphold the Constitution & Bylaws. Four voting Executive Committee members - which must include the president or vice president - shall constitute a quorum for the conduct of business by the Committee.
- B. The Executive Committee shall assume responsibility for the chapter's continuing effective presence at Wright State University 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 chapter members to provide assistance and receive comments and suggestions.
 2. Conduct the business of the chapter between chapter meetings.
 3. Regularly recruit members and encourage renewal of membership, *via assignment by the vice president*.
 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 chapter meetings
 6. Consult, as appropriate, with the Wright State University administration on matters of mutual interest.
 7. Appoint a Grievance & Contract Administration (GCA) Officer. If deemed necessary, assistants will be appointed by the Executive Committee ~~if deemed necessary~~. The *voting members of the* Executive Committee shall *meet separately to* evaluate the performance of the Grievance & Contract Administration (GCA) Officer(s) *annually*, and retains the right to remove or replace the GCA officer(s) at any time. *The Grievance & Contract Administration (GCA) Officer(s) shall have the right to respond to the evaluation.*
 8. Make decisions on grievance and contract administration issues presented by the GCA Officer(s).
 9. Appoint a Chief Negotiator ~~one year prior to the termination date of each contract~~. *The voting members of the Executive Committee shall meet separately to evaluate the performance of the Chief Negotiator annually. The Chief Negotiator shall have the right to respond to the evaluation.* ~~For the first contract, the Chief Negotiator shall be appointed within one week of ratification of these Bylaws. Appoint a Negotiating Team in consultation with the Chief Negotiator. For the first contract, the other members of the Negotiating Team shall be appointed within two weeks of ratification of these Bylaws.~~ The Executive Committee retains the right to remove and replace the Chief Negotiator and/or any member of the Negotiating Team at any time.
 10. Maintain media relationships as appropriate.
 11. Supervise the preparation and distribution of a newsletter (*in electronic or paper format*) to inform members and other faculty of ~~recent activities~~ *matters* of local and national importance.
 12. Receive periodic reports from the Chief Negotiator during the negotiation process as specified by Article IX. E. 8. The Executive Committee will communicate the ~~contract proposal~~ *proposed collective bargaining agreement* to the Bargaining Council. The Executive Committee ~~may~~ *must* transmit a proposed collective bargaining ~~contract~~ agreement, with or without recommendation, to the RCMs for ratification. ~~Any contract proposal transmitted to the RCMs must include the Bargaining Council's recommendation.~~
 13. Appoint committee chairs *for AAUP Committees, as well as chairs, co-chairs and/or members, representing the AAUP, of joint University/AAUP committees, as specified by the collective bargaining agreement.*

14. The Executive Committee will assume responsibility for promoting diverse representation in terms of gender, race, ethnicity, age, disability, and tenure status in all of its endeavors.
15. ***Meet with the administration to discuss minor changes to the contract and/or make interim agreements between contract negotiations. At least two Executive Committee members must meet with the administration for the purpose of reaching an interim agreement. If a verbal agreement is reached, it must be transformed into a written document and signed by at least two members of the Executive Committee, following a vote of approval by the Executive Committee. A two-thirds (2/3) vote of the Executive Committee is required to approve a change in the contract (consider such a change "minor") without taking it to the RCMs for a vote as outlined in X.F.4.***

B. Other Committees

AAUP/WSU ***Executive Committee*** may create standing and ad hoc committees from time-to-time, as they are deemed necessary, to promote the welfare of the chapter's program at Wright State University. The chairperson and members of these committees shall be appointed by the Executive Committee.

Article VI: Nominations and Voting Procedures for Election of Officers and At-Large Members

A. Nominations

1. Nominations for chapter officers: The Nominating Committee shall consist of the vice president (***Committee chair***), the two Members-at-Large of the Executive Committee and ~~at least one other RCM~~ (***at-large Nominating Committee member***) elected ~~at a meeting of the membership~~ ***each year for a one year term with the Chapter officers.***
2. ~~***Approximately four months***~~ ~~One month~~ prior to the end of incumbents' term(s), replacement nominees shall be sought using a "Call for Nominations" ~~form sent to each RCM. This form shall request nominations from among the RCMs who are willing to serve if elected.~~ If possible, at least two nominations for each office shall be obtained.
3. ***In a Special Election, the Nominating Committee shall call for nominees as soon as possible upon learning of the resignation, but not sooner than 4 months prior to resignation of an officer. The Committee shall prepare a ballot listing each nominee***
4. Bargaining Council members shall be nominated as outlined in X.C.

B. Voting Procedures

1. Voting will be by secret ballot sent to each voter at least two weeks prior to the return date. ***To maintain secrecy and allow for validation of one vote per member, each marked ballot will be placed in a small unmarked envelope that is sealed, and returned in a larger envelope bearing the chapter member's name. Mail ballots not so returned shall not be counted.*** Each ballot must indicate the following:
 - a. The date and hour by which ballots must be received by the ~~secretary of the chapter.~~
 - b. The US mail address and campus address of the chapter ~~secretary and/or his/her designees.~~
 - c. Instructions for hand-delivery to the chapter ~~secretary.~~
2. ~~The secretary 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 chapter membership.~~

3. **Election of Chapter Officers.** The return date and hour shall be the ~~starting time~~ *four (4) hours prior to the start of* for the ~~Spring~~ *Winter Quarter* chapter meeting, at which time the ~~secretary, or his/her designee~~ *grievance officer and the at-large nominating committee member* shall count the ballots *in the Chapter office, in the presence of any members who wish to attend. The Grievance Officer and At-large Nominating Committee member shall* ~~and~~ present the results of the election *at the Winter Quarter Chapter meeting.*
 4. For each office, the candidate receiving a majority of votes cast shall be declared the winner. In the event that no candidate obtains a majority, a run-off election shall be held; the candidates who finish first and second will participate in the run-off election. In the event of a tie, an additional run-off election shall be held. The incumbent officer will continue to serve until a replacement officer is duly elected.
 5. When a new chapter office is created via a Constitution & Bylaws change *or a current officer resigns*, the chapter may call a special election to fill the new position, using procedures in Article VI. A. & B (*Sections B1, B3 and B4*). *In a special election, the Nominating Committee will set the time for the return of the ballots, allowing at least 2 weeks for the return of ballots while trying to fill the office as soon as reasonably possible. If an officer who requires training for the job (secretary, communications officer, or treasurer) resigns, the Nominating Committee will allow time for the newly elected officer to train with the current officer before that officer resigns, if this is possible.*
- C. *Term of office: Officers elected during the Winter Quarter Chapter Meeting will begin their term of office on June 1 of that year. New elected secretary, communications officer and treasurer shall be trained by current officers from election day until they take office. When these newly elected officers complete their training, they will be eligible for course-release throughout their term in office, subject to approval of the Executive Committee. Newly elected president and vice-president may attend Executive Committee meetings prior to their term in office, as non-voting ex-officio members, with the unanimous consent of the voting Executive Committee members.*

Article VII: Meetings

~~A. Meeting Schedule~~ *Regular Chapter Meetings*

The chapter shall hold regular meetings at least once each term (except for summer term). Written notice of such meetings shall be provided to each Member of the chapter who is eligible to attend at least one week in advance of the date selected. *The chapter will hold at least one meeting/year that is open to associate chapter members.*

B. Special Chapter Meetings

2. Special meetings of the chapter may be called by the president, a majority of the Executive Committee, or by petition by ten (10) percent of RCMs delivered to any chapter officer. The president shall call the meetings within seven days after having been directed by the Executive Committee or by petition. Written notice of such meetings shall be provided to each RCM of the chapter at least five days in advance of the date selected.

~~Other Chapter Meetings~~[†]

1. Other chapter meetings are authorized in accordance with Article ~~IX~~. F. 2., under the time schedule specified by Ohio Revised Code 4117. (NOTE: this text will be moved appropriately)

C. Agenda Items

The written meeting notice shall include the agenda of the meeting. All items requiring votes must be put on the agenda. Any RCM 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 RCMs present.

D. Quorum

The quorum required for the transaction of business at all meetings of the chapter shall consist of ~~ten~~ *twenty* RCMs of the chapter.

Article VIII: Dues

A. Establishment of Local Chapter Dues

AAUP/WSU shall establish local chapter dues to be levied on RCMs and ACMs.

B. Dues Rates for Regular Chapter Members

RCMs shall pay total dues not to exceed 0.7% of the nine-month base salary (but not less than the sum of national and state dues). The Executive Committee will set the actual rate based on the annual budget approved by the membership. ~~This policy will be effective beginning the first month following ratification of this Constitution & Bylaws and the approval of the annual budget.~~ (The nine-month base salary for bargaining unit members on "fiscal" (vs. nine-month "academic") contracts shall be computed as the annual base salary times 9/11 (=0.8182)). These dues shall include national, Ohio conference, and local components. ~~For chapter RCMs who pay dues via a single annual payment, the additional amount due upon any dues increase will be prorated.~~

C. Dues Rates for Associate Chapter Members

ACMs shall pay national and Ohio Conference dues plus \$10 per year in local dues.

D. Dues for RCMs on Reduced Salary Leave

Dues for RCMs on reduced salary during leave shall be reduced proportionately.

~~Alterations in Local Dues~~

~~The Executive Committee may propose alterations in the dues structure. Increases in local dues affecting RCMs will be voted on by RCMs only. Increases in local dues affecting ACMs will be voted on by ACMs only. Voting procedures will be as cited in Article VI. B. Ratification of such proposed changes requires a majority of votes cast.~~

E. 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. B1. *The treasurer and the secretary shall count these ballots in the chapter office at an announced time in*

the presence of any members who wish to attend. The secretary shall report the results of this balloting to the chapter.

F. Method of Payment

Dues ~~may~~ **must** be paid by monthly payroll deduction *for all regular and associate chapter members.* ~~, or in a single annual direct payment with the renewal date, determined by the chapter.~~

Dues Arrears Status

1. ~~An individual will be in dues arrears status if either of the following situations arise:~~
 - a. ~~if payroll deduction is terminated; this status would begin on the first pay day in which no dues deduction occurs.~~
 - b. ~~If the single annual payment of dues is not made by the renewal date; this status would begin on the individual's annual renewal date.~~
2. ~~An individual's dues arrears status will be removed and the individual will be returned to either RCM or ACM status~~
 - a. ~~when payroll deduction is renewed, or~~
 - b. ~~when a single annual payment is made which includes national, state, and local dues.~~

G. No Limitations Clause

No provision of this article shall be interpreted as in any way limiting the ability of AAUP/WSU to negotiate *collection of* collective bargaining service fees (fair share fee) for those members of the bargaining unit who choose not to hold membership in the chapter.

Article X: Contract Negotiations

A. Overview

~~The Bargaining Council is the liaison between the RCMs and the Negotiating Team. The Bargaining Council *Executive Committee and the Negotiating Team* seeks to determine the professional preferences of the RCMs and formulates the *draft* bargaining proposals. The Bargaining Council will *review and may modify (create, delete or change) all draft bargaining proposals into the initial bargaining proposals for the Negotiating Team.* ~~communicate the bargaining points and their priorities to the Negotiating Team.~~ *Informed by the Bargaining Council, the voting members of the Executive Committee will set parameters for changes which they will consider acceptable. The Chief Negotiator and members of the Negotiating Team will not attend sessions of Bargaining Council in which initial bargaining proposals are being developed. If the Chief Negotiator is considering a substantial change (outside of acceptable parameters) to those articles approved by the Bargaining Council, then the chapter president must present the change to the Bargaining Council for their approval. For discussions about progress in negotiations, the president will periodically ask the Chief Negotiator and possibly members of the Negotiating Team to attend a Bargaining Council meeting. If the Chief Negotiator feels that the issue is of sufficient importance to all chapter members, the Executive Committee may initiate a poll of the Chapter members on that particular topic, and the Chief Negotiator will abide by the will of the Chapter members, as long as there is a response from at least 30% of the Chapter Members.* The Negotiating Team negotiates a contract with representatives of ~~the~~ Wright State University ~~Board of Trustees~~. During negotiations, the Chief Negotiator will present all tentatively agreed upon contract~~

proposals to the Executive Committee. If approved by the Executive Committee, these proposals will be communicated to the Bargaining Council ~~for advice and~~ **their consent or suggested changes**. The ~~Bargaining Council Executive Committee~~ shall submit to the RCMs the tentative negotiated contract for ratification.

B. Composition of the Bargaining Council

For Bargaining Council representation, the Colleges are the College of Education and Human Services, the College of Engineering and Computer Science, the College of Liberal Arts, the College of Nursing and Health, the College of Science and Mathematics, the Lake Campus, and the Raj Sooin College of Business. Each of these will have a representative on the Bargaining Council. Colleges with twenty or more RCMs may have one additional representative for each twenty RCMs (that is, one additional representative for a College with twenty to thirty-nine RCMs; two for forty to fifty-nine RCMs; and so forth). The number of Bargaining Council members from each College will be determined by a count of the RCMs in each College made fourteen months prior to contract termination. A member of the Bargaining Council who will be unable to attend a Bargaining Council meeting may appoint a ~~substitute~~ **single standing alternate** RCM from the same College to attend ~~that~~ meetings. **Both a member and his/her alternate may both attend Bargaining Council meetings, but in that instance the alternate may not vote.**

C. Selection and term of Bargaining Council members

The Executive Committee shall publish the responsibilities of Bargaining Council members and shall call for nominations from among the RCMs in each college (~~named in X.B.) and the Lake Campus~~. If the requisite number of nominees is not generated, the Executive Committee shall endeavor to locate additional nominees among the RCMs of that college. If more than the requisite numbers of nominees is obtained from a given college, the Executive Committee will provide the RCMs of that college with a secret ballot to select the Bargaining Council members from that college. Candidates receiving the highest number of votes will be selected. ~~The Initial Bargaining Council will be selected as soon after October 1, 1998, as possible.~~ Each Bargaining Council will serve for the duration of the precontract period until a new contract is ratified. A new Bargaining Council shall be selected no later than twelve months prior to the termination of the current contract. The Executive Committee will replace Bargaining Council members who resign, fail to meet their responsibilities as indicated in Article X. D., or miss three consecutive Bargaining Council meetings; such replacements shall be sought from runners-up (if selected by election) or volunteers from the RCMs of that college.

D. Duties of the Bargaining Council and its members

- ~~1. to establish and maintain effective communication with the entire bargaining unit as defined in Article H. A. 2.~~
- ~~2. to survey the CB unit faculty with regard to collective bargaining matters in order to determine faculty desires and priorities.~~
- ~~3. to keep members of the bargaining unit informed as to the progress of the negotiations.~~
4. To familiarize itself with AAUP policies, procedures, reports, as well as with the process of collective bargaining and relevant collective bargaining agreements.
5. To make recommendations to the Negotiating Team regarding contract proposals, and their priorities ~~and to assist in gathering the data necessary to support the recommendations.~~
6. To meet ~~regularly~~ **periodically** with the Negotiating Team in order to assess progress, suggest strategy, and to generally assist in the entire negotiating process up to and including the ratification of a contract.

E. 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 Chief Negotiator will work with the Executive Committee to survey the CB unit faculty (or regular chapter members) with regard to collective bargaining matters in order to determine faculty desires and priorities. Draft proposals for negotiations may be written by members of the Negotiating Team, the Executive Committee, or members of the Bargaining Council***
3. ***The Negotiating Team will assist the Chief Negotiator in gathering the data necessary to support bargaining positions.***
4. ~~The Negotiating Team prepares initial contract proposals based upon the wishes and priorities of the Bargaining Council.~~
5. The Negotiating Team negotiates in good faith a contract with representatives of ~~the~~ Wright State University ~~Board of Trustees~~.
6. The Chief Negotiator shall serve as the primary spokesperson for the Negotiating Team in all negotiation sessions.
7. The Negotiating Team will maintain detailed notes of all negotiating sessions.
8. Subject to the approval of the Executive Committee, the Negotiating Team has the option to ask both intramural and extramural 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.
9. 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 extramural participants deemed essential for a given session by the Negotiating Team and Executive Committee.
10. During negotiations, the Chief Negotiator will present all tentatively agreed upon contract proposals to the Executive Committee.
11. Only the Negotiating Team is authorized to participate in contract negotiations on behalf of AAUP/WSU.

F. Contract ratification

1. Prior to ~~the contract ratification vote transmitting a proposed contract to the RCMs for ratification~~, the Executive Committee shall distribute copies (***either electronic or paper***) of the contract to all RCMs and also make the contract available on ~~the Chapter's website electronically~~. ***The Executive Committee will provide a paper copy of the proposed contract to any RCM upon request.*** If a mail ballot is used, a chapter meeting shall be called for the purpose of discussing the proposed contract one week prior to mailing the ballots to the RCMs. However, the chapter shall not take any action regarding the proposed contract. ***If the vote on contract ratification occurs during the summer months, the Executive Committee may elect to also accept e-mail responses, in lieu of paper ballots, from those members who are out of town.***
2. When the Ohio Revised Code 4117 ***or other unusual circumstances*** requires a quick response of the members, the Executive Committee may call a meeting of the RCMs for contract ratification purposes (***the meeting may last more than one day***). In such a case, a secret ballot vote of the RCMs in attendance shall be permitted. Unless otherwise precluded by Ohio Revised Code 4117, a contract will be ratified if a majority of RCMs present votes in favor of ratification.
3. If a mail ballot is used, the chapter president will implement a contract ratification vote. Voting procedures will be according to Article VI. ***BI, with the possible exception of accepting electronic***

ballots as outlined above during summer months. The chapter secretary and president will count the ballots in the chapter office at the time designated on the ballots, in the presence of any interested members of the chapter. The communication officer will report the results of the vote to the chapter.

An affirmative vote for the proposal by a majority of RCMs casting a ballot shall constitute the bargaining unit's acceptance of the contract.

4. *Major modifications of the contract in the interim period between contract negotiations must be approved by RCMs, following the process outlined in X.F.3.*

~~A contract approved by the membership of AAUP/WSU shall become binding when ratified by the Wright State University Board of Trustees.~~

5. The chapter shall comply with all rules and regulations of the Ohio State Employment Relations Board which are applicable to contract ratification and resolution of contract disputes.

Article XI: Amendments

These Constitution and Bylaws may be amended by a two-thirds (2/3) affirmative vote of RCMs present at a regular or special chapter meeting or by two-thirds (2/3) of the RCMs responding to a written ballot. A notice of the proposed amendment(s) including reasons and *any* known objections shall *be* sent to each RCM at least ~~thirty (30)~~ 15 days prior to the vote. The Executive Committee or a petition of ten (10) percent of the RCMs may initiate amendments.