

# Alliance of Professional Support Staff Constitution and By-laws

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## **Article I. Name**

The name of the organization shall be Alliance of Professional Support Staff at Grand Valley State University, hereinafter referred to as either APSS Union or Union.

## **Article II. Purpose**

We, the professional support staff of Grand Valley State University, believing that the professional support staff must institute its own self-government and secure proper recognition and responsibility for the well-being of its members, adopt this constitution.

## **Article III. Membership and Dues**

### **Section 3.01 Membership and Rights**

Any person shall be eligible to become a member of the APSS Union upon compliance with the requirements of this Constitution and the rulings of the Executive Board. Persons eligible for membership in the Union shall include all employees of Grand Valley State University, as identified in Section 2.2 of the contractual agreement between Grand Valley State University and the APSS Union, who are included in the collective bargaining agreement between the Union and the University as well as any employees in any bargaining unit of which the Union is the certified or recognized bargaining agent.

### **Section 3.02 Probationary Employees**

Probationary employees are eligible to become members of the APSS Union and to attend luncheons.

### **Section 3.03 Application**

To become a member, an eligible person must sign and complete a membership form authorizing the withholding of dues from her/his paycheck or such other application form as the Executive Board shall require in circumstances in which dues deduction does not apply.

### **Section 3.04 Dues**

- a) Rate: Membership dues are structured as a flat rate fee of \$5 per pay period for 18 pay periods during the academic year.
- b) Changes: The formula for determining dues shall only be amended according to Article XIII of the Constitution, provided each schedule of dues shall be in effect for a minimum of 12 months.
- c) Payment: Dues shall be paid by payroll deduction or by annual cash payment.

### **Section 3.05 Contingency Fund**

The Union shall maintain a contingency fund. The contingency fund, and such interest derived therefrom, shall be used only upon a vote of the membership.

### **Section 3.06 Net Operating Assets**

The operating savings account shall be adjusted annually so that net operating assets shall not exceed the value of dues for the previous year, as reported on the annual audit. Excess assets shall be transferred to the contingency fund.

### **Section 3.07 Rights of Members**

Members shall at all times enjoy the rights conferred by this Constitution and be subject to the requirements of applicable laws. Only members who have satisfied the dues requirements of this Article are eligible to hold office, attend Union meetings and to vote in elections or other referendums conducted by the Union.

### **Section 3.08 Reinstatement**

Membership is contingent upon payment of dues. A member shall be suspended for nonpayment of dues and may be reinstated to membership in the APSS Union upon payment of all arrearages.

### **Section 3.09 Inactive Membership Status**

Members who are not employed in a bargaining unit represented by the Union shall be deemed to be on inactive status and shall not be entitled to hold office or vote in elections or other referendums conducted by the Union.

### **Section 3.10 Members on Short-Term and Long-Term Disability**

Upon notification of the Membership Director, Union dues are waived once a member begins short-term or long-term disability.

## **Article IV. Officers, Nominations, and Elections**

### **Section 4.01 Titles and Terms of Office**

The Officers of this Union shall be a President, a Vice President, a Secretary, a Business and Financial Director, Chief Alliance Steward, Communications Director and Membership Director. These seven officers shall constitute the APSS Union Executive Board. All officers shall be elected for a term of two years. The President, Business and Financial Director, and Communications Director shall be elected in April of odd-numbered years. The Vice President, Secretary, Chief Alliance Steward and Membership Director shall be elected in the even-numbered years. Terms will coincide with the University fiscal year and begin on July 1.

### **Section 4.02 Order & Process of Nominations and Elections**

The order of nominations shall be the order as indicated in Section 4.01. No member may be nominated for more than one position. A nominee is required to indicate at the conclusion of nominations for the specific position whether they accept or decline the nomination. An electronic submission accepting or declining a specific nomination shall be accepted or a signed and dated letter if presented to the Secretary prior to the close of nominations. An Executive Board member whose term has not expired may accept a nomination and, if not elected shall retain their current position. If elected, his/her position shall be filled by appointment on an interim basis by the Executive Board until the next regular or special meeting.

#### **Election Process**

- 1) A call for nominations will be requested the 2<sup>nd</sup> full week in March.
- 2) Nominations will be returned to the election chair by close of business the Friday of the 4<sup>th</sup> week in March.
- 3) Nominations will be confirmed and a bio requested by the 1<sup>st</sup> week in April.
- 4) A current list of members in good standing will be requested from the Membership Director.
- 5) Election information will be sent to the full membership for review by the beginning of the 2<sup>nd</sup> week in April.

- 6) The full membership list will be compiled into the electronic voting system.
- 7) An electronic absentee ballot shall be provided to members in good standing that will not be available to vote at the time of the election. All absentee ballots must be requested of the Election Committee Chair, and completed prior to the date of the election.
- 8) The election will be held in the 3<sup>rd</sup> full week of April on a Tuesday.
- 9) An election report will be presented to the Executive Board no later than 48 hours after the election.
- 10) The APSS membership will receive the election report from the President within 2 business days of receiving the results.

#### **Section 4.03 Eligibility**

To be eligible for office, a member must be in good standing.

#### **Section 4.04 Confidentiality of Election**

Officers shall be elected by secret ballot vote which shall be conducted by the Elections Committee selected by the President and confirmed by the Executive Board.

#### **Section 4.05 General Election Provisions**

- a) Voting by proxy shall not be permitted
- b) All electronic records, including ballots, shall be retained by the Election Chair for at least two years after the election.
- c) Any protest concerning the election must be filed in writing with the Election Chair within 10 days following the election. Such protest shall be decided by the Elections Committee within 30 days after filing of the protest.
- d) Upon completion of the voting, an electronic report of the results shall be submitted and the candidate for each office receiving the highest number of the votes cast for that office shall be declared elected.
- e) Write-in candidates shall not be allowed. Voting for fewer than the number of vacancies in the position shall be allowed. To be valid, a ballot must show no more votes for each office than there are vacancies.
- f) In the event that all nominees decline their nomination, the Election Committee can extend the nomination process to find a nominee. In the event that no new nominee is found the Executive Board may fill the office by appointment as outlined in Section 4.09

#### **Section 4.06 Single Nominee**

When there is only one nominee for an office, it is required that an alternate choice through the process of a “no vote” be afforded members voting. Should the “no vote” option receive the highest number of votes cast, the elected Executive Board shall fill the position until a special election can be called. The previous nominee would not be eligible for appointment.

#### **Section 4.07 Installation of Officers**

Those elected shall be installed in office beginning on the 1<sup>st</sup> of July following the election.

#### **Section 4.08 Vacancies**

Vacancies in office shall be filled by appointment by the Executive Board until the next election. Future elections for that position will follow the odd/even year cycle as defined in Section 4.01.

## **Article V. Duties of Officers and Executive Board**

### **Section 5.01 Executive Board**

The Executive Board shall consist of seven officers who shall serve as the governing body of the Union except when meetings of the Union are in session. Board members are expected to attend all meetings and work sessions of the Board and the membership. All matters affecting the policies, aims and means of accomplishing the purposes of the APSS Union not specifically provided for in the Constitution or by action of the membership at the regular or special meeting shall be decided by the Executive Board. The Executive Board shall establish and maintain a procedure that will ensure proper representation for the membership through the appointment or selection of Union Representatives. The Board, from among the Union membership, shall select the following standing committees: Bargaining Committee; Member Relations Committee and such other special committees as may be necessary to carry out the work of the Executive Board. The Executive Board shall be authorized to hire counsel, agents and employees as are necessary to assist in the mission of the APSS Union. A report on all actions taken by the Executive Board shall be made to the membership at each regular membership meeting.

### **Section 5.02 President**

The duties of the President are to preside at all membership meetings of the APSS Union, to preserve order during deliberations, to be Chairperson of the Executive Board, to be ex officio member of all committees, to execute the policies of the APSS Union, to transact such business as may of right pertain to the office of President, to be the official spokesperson for the APSS Union in all its external relations and may authorize counsel or other agents of the APSS Union to speak for the Union in her/his place or stead. The President shall submit to each regular meeting of the membership and of the Executive Board a report of her/his official acts and doings between meetings. The President meets regularly with representatives of GVSU Human Resources to discuss and ameliorate issues raised by members and to maintain an open and constructive dialog while maintaining confidentiality.

### **Section 5.03 Vice President**

The duties of the Vice President are to assist the President in the work of her/his office. In the absence of the President, the Vice President shall preside at all meetings. The Vice President, with written authority of the President or by Executive Board action upon the inability of the President to fulfill her/his office, may be authorized to perform all the duties otherwise performed by the President. In case of resignation or death of the President, the Vice President shall perform all the duties otherwise performed by the President until the vacancy is filled as provided for in this Constitution. The Vice President will serve as Executive Board liaison with Union Representatives and liaison with Human Resources as a member of the Reclassification Joint Review Committee.

### **Section 5.04 Chief Alliance Steward**

The Chief Alliance Steward serves as the front-line representative of the APSS members and Grand Valley State University. The Chief Alliance Steward is responsible to interpret the contract, protect conditions and violations of employment as well as the security of the APSS positions. The Chief Alliance Steward meets regularly with representatives of GVSU Human Resources to discuss and ameliorate issues raised by members and to maintain an open and constructive dialog while maintaining confidentiality. The Chief Alliance Steward serves as the chair of the Member Relations Committee and

has the responsibility of appointing, training and assigning cases to the Alliance Stewards (2). The Chief Alliance Steward has the authority to process a grievance up to and including APSS Union legal action.

### **Section 5.05 Secretary**

The Secretary shall act under the direction of the President and the Executive Board and shall make or cause to be made a correct record of proceedings of all membership meetings and of all Executive Board meetings. The Secretary shall be responsible for the preparation, publication and distribution of Executive Board minutes at the meeting subsequent to their taking. The Secretary shall have the responsibility of maintaining safe all contracts, books, records and other property of the APSS Union not delegated by this Constitution. The Secretary coordinates Executive Board and General Assembly meetings.

### **Section 5.06 Business and Financial Director**

The Business and Financial Director shall act under the direction of the President and the Executive Board and shall receive and receipt all monies of the Union. The Business and Financial Director shall deposit all money so received in the name of the Union in a bank or institutions authorized by the Executive Board and money so deposited shall be withdrawn only by check. The Business and Financial Director shall sign only such checks and authorize transactions as are required by the Constitution, or are authorized by the membership or the Executive Board. The Business and Financial Director shall make monthly reports to the Executive Board and shall submit all books and papers to the accountant upon direction of the Executive Board. The President will verify the account balances to be correct on a monthly basis. The Business and Financial Director shall notify the Executive Board when anyone becomes delinquent for a period of 30 days in payment of dues or service fees to the Union and shall seek payment from the delinquent employee. The Business and Financial Director shall cause to be prepared and submitted any financial reports and audits required by law, after which the President will review and approve.

### **Section 5.07 Membership Director**

The Membership Director shall act under the direction of the President and the Executive Board and shall maintain membership records, dues correspondence, and shall be responsible for member enrollment and all membership related information.

### **Section 5.08 Communications Director**

The Communications Director shall act under the direction of the President and the Executive Board and hold the responsibilities of communicating with membership through the web, e-mail, or other forms of communication as directed.

### **Section 5.09 Bargaining Chair**

The Bargaining Chair shall be appointed by the President and Executive Board, and shall act at all times under the direction of the President and Executive Board. The Bargaining Chair shall be responsible for representing the Union's interests and objectives in all phases of the bargaining process, including: leading bargaining team work sessions in identifying Union issues and objectives in preparing for negotiations; in facilitating discussions among the bargaining team regarding proposed additions or revisions to the terms of the Collective Bargaining Agreement which promote the interests of the Union; in representing the Union at the local bargaining table as its chief spokesperson, and, when necessary or when otherwise determined to be in the Union's interest, in delegating the role of chief spokesperson of the Union to a bargaining team member as to any particular matter at the bargaining table.

When not actively bargaining on behalf of the Union, the Chair is expected to continue to consider proposals for language development in the Collective Bargaining Agreement which may serve the Union's interests; to participate as needed in the enforcement of the Agreement's terms and conditions on behalf of the Union; to assist members with understanding the terms and conditions of the Agreement.

### **Section 5.10 Alliance Building Representative**

An Alliance Building Representative is the communication link between the APSS members and the APSS union and shall serve upon recommendation of the Executive Board. A representative will be responsible for approximately 25 Association members which can encompass one or more buildings. They will attend monthly meetings, distribute union information to members and be available as an advocate for a member being questioned by a supervisor. The representative shall serve until resignation or recall by the Executive Officers.

### **Section 5.11 Compensation**

All APSS Union officers will receive a waiver of dues during their term in office. The President and Chief Alliance Steward will receive \$5,000 in compensation each fiscal year. All other officers will receive \$1,000 in compensation each fiscal year. (Disburse 50% of compensation in June, 50% in December). If an executive position cannot fulfill their duties, the Executive Board will determine the compensation amount. Building Representatives will have their dues waived for the duration of their service as a building representative. The Bargaining Team members will receive a waiver of their dues and \$500.00 in compensation during the bargaining year. The Bargaining Chair will be compensated during the bargaining year. The rate will be determined by a majority vote of the APSS Board not to exceed \$5,000.00.

## **Article VI. Standing Committees**

### **Section 6.01 Committees of the Whole**

Each standing committee of the APSS Union shall act only as a committee of the whole; no individual member may act on behalf of the committee without the committee's authorization, except as specified elsewhere in the Constitution.

### **Section 6.02 Member Relations Committee**

The Member Relations Committee shall consist of three members, shall meet at the call of its Chairperson, the Chief Alliance Steward, and shall deal directly with work disputes, grievances, and any other member relations issues for the Union. Members of this Committee having prior involvement with or prejudice on any matter brought before it shall be excused, and the Chairperson shall appoint an alternate.

The Member Relations Committee shall rule on all appeals from members and shall act as the trials board of the Union. All decisions subject to appeal shall be appealed within 10 days of the decision to the Executive Board, detailing in writing why the decision should not be upheld. Any member feeling aggrieved by the decision shall have the right to appeal to the next regular meeting of the Union, provided that notice of such appeal is filed within 30 days after the rendering of the decision.

### **Section 6.03 Bargaining Committee**

The Bargaining Committee is responsible for bargaining contracts. Voting members of the Bargaining Committee shall not exceed five active members of the Union. Any member wishing to serve on the

Bargaining Committee shall notify the Bargaining Chair. A statement of qualifications must accompany each nomination and the Executive Board shall screen and interview prospective candidates. The candidate, upon recommendation of the Executive Board and appointment by the President, shall serve until resignation or recall by Executive Officers.

#### **Section 6.04 Elections Committee and Duties**

The Elections Committee shall conduct and supervise all elections; it shall pass on the rights of members presenting themselves to vote if such right is challenged, and shall keep records of the members voting. The Committee shall canvass the vote in the presence of all candidates or their designee desiring to be present at such canvass, and shall keep proper tallies of the count. The votes cast for candidates shall be counted immediately after the close of the polls and shall be reported within 48 hours to the executive committee as outlined in Section 4.02 under Election Process.

### **Article VII. Meetings**

#### **Section 7.01 General Membership Meetings**

The APSS Union will hold two General membership meetings annually at a time and place to be determined by the Executive Board. Notice of membership meetings shall be sent to members at least ten days prior to the meeting.

#### **Section 7.02 Special Meetings**

Special meetings of the APSS Union may be called by the Executive Board and must be called upon the written request of 10% of the membership on a valid petition. Notice of these special meetings shall be sent to members prior to the meeting and specifically state the purpose, time, and place.

#### **Section 7.03 Executive Board**

The Executive Board shall hold a regularly scheduled meeting at least once a month. Special meetings of the Executive Board shall be held at the request of the President or majority of the Executive Board.

### **Article VIII. Quorum**

#### **Section 8.01 General Meetings**

At meetings of the APSS Union, a quorum shall consist of 30% of members in good standing. If the lack of a quorum prevents an election from taking place, the vote will be held during the next regular or special meeting.

#### **Section 8.02 Executive Board Meetings**

At meetings of the Executive Board, a quorum shall consist of a simple majority of the total membership of the Executive Board.

#### **Section 8.03 Strike Vote**

At a meeting of the APSS Union where a question of strike is proposed, a quorum shall consist of 80% of members in good standing. A question of strike must be voted upon as a separate entity and may not be attached to any other question.

## **Article IX. Trials and Appeals**

### **Section 9.01 Persons Subject to Trial**

Members of the Union, including Executive Board members, shall be tried for any and no other offenses provided in Article 9, Section 2.

### **Section 9.02 Specifications**

- a) Willfully violating the Constitution of the Union.
- b) Disobeying or willfully failing to comply with any lawful decision or order of the Union.
- c) Misappropriation, embezzlement or improper or illegal use of Union funds.

- d) Acting in collusion with management to the detriment of the welfare of the Union or its membership.
- e) Instigating or knowingly participating in an unauthorized strike or slowdown.
- f) Any activity which assists or is intended to assist a competing organization within the jurisdiction of this Union.
- g) Willful violation of the legally negotiated and approved collective bargaining agreement.
- h) Using the name of the Union in any unauthorized manner or for any unauthorized purpose.
- i) The solicitation or acceptance of a bribe or the acceptance of any gift of more than nominal value from any employer, member, group of members or employee of the Union, or from any person or firm which has or is seeking to establish a business relationship with this Union.
- j) Conviction of a crime, the nature of which is such as to bring the Union as an organization into disrepute.
- k) Knowingly proffering false charges against any other member of the Union.
- l) Taking court action against the Union without first exhausting all remedies provided in this Constitution for appeal.

### **Section 9.03            Charges and Procedures**

- a) Charges shall be in writing, signed and sworn to by the accuser, and filed with the Secretary. If the Secretary is a directly interested party, charges shall be filed with the Chief Alliance Steward.
- b) Charges must be submitted within 60 days of the time the accuser becomes aware of the alleged offense.
- c) Charges shall contain an allegation of the facts constituting the offense with which the accused is charged and where a violation of a constitutional provision is alleged, the specific section shall be cited, along with the specific act or failure to act which constitutes the alleged violation.
- d) Charges shall be specific citing in detail the nature, the date, and the circumstances of the alleged offense.
- e) Charges shall immediately be served upon the accused by the receiver of such charges. The receiver, at the same time, shall notify the accused of the time and place of trial or hearing, which shall be between five and thirty days after receipt of such charges.
- f) The charging party shall first present evidence of the charging violation, and upon completion of such evidence, the accused shall have the right to produce witnesses and present documentary evidence and to be heard on her/his own behalf. The accused shall have the opportunity to cross-examine witnesses.
- g) If the accused shall fail to appear at the time and place designated for the trial without presenting a good and sufficient reason for her/his absence, the trial board shall proceed to take evidence in the same manner as if the accused were present.
- h) Both the accused and the accuser shall have the right to be represented by any other member of the Union. Only members of the Union may be present at trial board proceedings, subject to reasonable limitations as voted in open proceedings by the trial board.
- i) All witnesses shall testify under oath.
- j) Notice of the decision and penalty, if any, shall be given the person charged within five days after the close of the trial.
- k) A faithful record of the proceedings shall be made.
- l) The trial board shall have the authority to impose any penalty allowable by law.
- m) Such penalty may be appealed to the next regular meeting of the Union, where two-thirds vote of those members present and voting shall be necessary to veto the trial board's action.
- n) In any case, there shall be no resort to a court of law until all relief within the Union under the Constitution has been exhausted.

## **Article X. Affiliation**

The affiliation of the Union with any national or international labor organization may be accomplished only by complying with the following procedures:

- 1) If two-thirds of the members of the Executive Board, at two regularly scheduled successive meetings, vote to affiliate and/or at least 30% of the members in good standing have indicated in writing their desire to affiliate, the question of affiliation shall be submitted to the members in good standing in a mail referendum vote.
- 2) The mail referendum vote shall take place no sooner than two weeks and no later than six weeks after the Executive Board votes to affiliate or the 30% showing of membership interest in affiliation has been submitted to the Executive Board (whichever has occurred first).
- 3) The mail referendum vote shall be conducted with reasonable precautions for ballot integrity and secrecy.
- 4) Any referendum to affiliate shall include a proposed disposition of the Union's assets, including the contingency fund.
- 5) The results of any referendum to affiliate shall be certified by the Union's secretary no later than fourteen days following the deadline established for the mailing of ballots, and shall be effective upon the issuance of such certification.
- 6) A referendum to affiliate shall pass if a majority of the votes cast are in favor of affiliation.
- 7) Disaffiliation may only be accomplished in accordance with the foregoing procedures.

## **Article XI. Petitions**

### **Section 11.01 Validity**

To be considered valid, a petition must meet the conditions of this Article.

### **Section 11.02 Format**

Any page on which signatures are collected must have the substance of the petition, including any action called for, typed at the top of it so that a person signing it may be completely certain of what s/he is signing.

### **Section 11.03 Signatures**

Only original signatures will be considered valid; photocopies or facsimiles of signatures will not be accepted.

### **Section 11.04 Legibility**

Both written and printed names of all those signing must be given and must be legible. An illegible individual signature and name will be considered invalid.

### **Section 11.05 Date of Signature**

The date on which each person signed the petition must be listed next to the person's name.

### **Section 11.06 Vote of Membership**

When a petition calls for action that includes a vote by the APSS membership, the Executive Board will cause that vote to occur in a manner that is both timely and permits sufficient opportunity for membership information and discussion. No action called for can be in contradiction to the APSS Contract, Constitution, or valid labor law.

### **Section 11.07      Review of Proposed Petition**

In order to prevent possible disqualification of a petition, it is recommended that proposed petition language and format be submitted to the Executive Board for review of compliance with this Article prior to circulation for signatures.

## **Article XII.      Dissolution**

The dissolution of the Union may be accomplished only by complying with the following procedures:

### **Section 12.01      Automatic Dissolution**

- 1) The union shall be automatically dissolved effective eighteen months after the date on which MERC conclusively certifies that the Union no longer is the exclusive bargaining agent for the APSS bargaining unit at Grand Valley State University following a decertification or representative election.
- 2) Automatic dissolution under this Article shall not occur should, within eighteen months following MERC's conclusive certification that the Union no longer is the exclusive bargaining agent for the bargaining unit at Grand Valley State University, the Union regains status as exclusive bargaining agent for the bargaining unit via a MERC election or otherwise.
- 3) The eighteen-month period shall be suspended during any appeals to the appellate courts.

### **Section 12.02      Dissolution by Referendum**

- 1) If a majority of the Executive Board votes or at least 50% of the members in good standing indicate in writing their desire to dissolve the Union, the question of dissolution shall be submitted to the membership for a mail referendum vote.
- 2) The mail referendum vote shall take place no sooner than two weeks and no later than six weeks after the Executive Board votes to dissolve or the 50% showing of interest in dissolution is submitted to the Executive Board (whichever has occurred first).
- 3) The mail referendum shall be conducted with reasonable precautions to maintain ballot integrity and secrecy.
- 4) The results of any referendum to dissolve shall be certified by the Union's secretary no later than fourteen days after the deadline established for the mailing of ballots.
- 5) A referendum to dissolve shall pass if a majority of the votes cast are in favor of dissolution.
- 6) A referendum in favor of dissolution of the Union shall not be effective until eighteen months after the certification of the referendum results by the Union's secretary.
- 7) At any time during this eighteen-month period, the Executive Board may vote to submit to the membership (i.e., members in good standing as of the date of the initial dissolution vote) a mail referendum to reconsider the issue of dissolution, subject to the same procedures outlined in paragraphs 2-4 of Section B of this Article. A vote to reconsider shall be effective upon the certification of the results of the mail referendum on reconsideration by the Union's secretary.

### **Section 12.03      General Conditions of Dissolution**

During the eighteen-month period prior to the effective date of dissolution, whether automatic or by referendum:

- 1) The Executive Board shall continue to exercise its general authority and powers under Article V, Section 1, of this Constitution.
- 2) All funds and assets of the Union, except the contingency fund, shall remain under the control of the Executive Board. Non-contingency fund assets and funds may be used at the discretion of the Executive Board for such purposes as the Board shall decide are in the best interest of the

membership. The contingency fund shall also remain under the control of the Executive Board, but shall be held in trust for subsequent disposition under subsections 3 through 4 of this section.

- 3) At the end of the eighteen-month period, the Executive Board shall convene a meeting of the membership for the purpose of determining the disposition of all remaining assets and funds of the Union, including the contingency fund. Eligibility to vote on the disposition of funds and assets shall be limited to members who were members in good standing as of the date on which the dissolution ratification vote was certified or the date on which MERC conclusively certified that the Union no longer is the exclusive bargaining agent for the bargaining unit.
- 4) If, at the end of twenty-four months following the certification of the referendum on dissolution or the conclusive certification by MERC that the union no longer is the exclusive bargaining agent for the bargaining unit, any assets of the Union, including the contingency fund, have not been disposed of, they shall be distributed prorata to the members in good standing as of the date on which the dissolution referendum vote was certified or the date on which MERC certified that the Union no longer is the exclusive bargaining agenda for the bargaining unit.

### **Article XIII. Amendments**

This Constitution may be amended, revised or otherwise changed only by a vote of two-thirds of the membership present voting on such proposed change. Proposed amendments to this Constitution shall be submitted in writing on a valid petition and signed by no fewer than fifty-one members and submitted to the APSS Union Executive Board at least twenty days prior to a regular or special meeting of the Union at which a vote is to be taken; or the Executive Board on its own motion may make recommendations for Constitutional changes. Proposed amendments shall be included in the written notice of the meeting. Amendments to the proposed amendments may be accepted from the floor. In the event an opportunity to conduct votes electronically and maintain secret voting becomes available the APSS for amendment changes may choose to hold the votes in this manner.

### **Article XIV. Fiscal Year**

The membership and the fiscal year of the APSS Union shall be July 1 through June 30.

### **Article XV. Parliamentary Authority**

#### **Section 15.01 Rules of Order**

Robert's Rules of Order, latest edition, shall be the authority governing proceedings in meetings of the Union, so far as such rules are not in conflict with the provisions hereof and special rules of order of the Union hereafter adopted. A Parliamentarian shall be appointed by the President for every regular or special meeting of the Union.

### **Document Chronology**

**February 14, 2014 – Approved by membership**

**October 16, 2014 – Updated to reflect two amendments:**

1. Specified officer compensation is each fiscal year
2. Changed Chief Union Steward and Union Stewards titles to Chief Alliance Steward and Alliance Stewards

**October 15, 2015 – Update to Section 3.05:**

1. Dues structure approved a flat rate of \$8 per 19 pays during the academic year

**March 24, 2016 – Membership approved changes to multiple sections & amendments:**

1. Section 3.02 – following sentence added: As a probationary employee, you are eligible to attend luncheons, and are entitled to all member benefits with the exception of section 8.04 of the contract
2. Section 3.04 – Membership Card – section deleted (Section 3 – will update accordingly with the removal of this section)
3. Section 3.07 – change title to Net Operating Assets (now section 3.06 with the removal of section 3.04)
4. Section 5.02 – remove President as Bargaining Chair, and add language regarding requirements of meeting with GVSU Human Resources Office
5. Section 5.06 – remove all language referencing the use of a debit card, and add language regarding the approval of the financials by the President of the Union
6. Section 5.09 – add the section regarding The Bargaining Chair
7. Section 5.10 – add the section regarding the Alliance Building Representative
8. Section 5.11 – add the waiver of dues and compensation for the Bargaining Committee Members – during the bargaining year, and add the waiver of dues for the Alliance Building Representatives – identify the disbursement schedule and language regarding the non-fulfillment of duties
9. Section 6.03 – remove the President as the person notified by those interested in serving on the committee
10. Section 8.01 – add language reflecting members in good standing; remove the language to incumbent positions
11. Section 8.03 – add the language members in good standing.
12. Article XIII – Amendments – add language regarding the ability to conduct electronic votes if it becomes available
13. Grammatical changes to Section 4.04 and Section 4.07

**September 14, 2021 – Membership approved changes to multiple sections & amendments:**

1. Section 3.01 – refer to the contractual clause outlining bargaining unit membership
2. Section 3.02 – clarification of probationary employees and APSS membership
3. Section 3.04 – dues structure approved at a flat rate of \$5 per pay period for 18 pay periods during the academic year
4. Sections 5.02, 6.03 – remove language that prevented the APSS President from serving as ex-officio on the APSS Bargaining Committee
5. Section 5.07 – add language missing from charge for Membership Director
6. Sections 5.09, 5.11 – remove compensation language from Bargaining Chair; add compensation language to Compensation
7. Formatting and grammatical changes throughout document
8. Changed title of Union Business and Financial Director to Business and Financial Director throughout document

**October 22, 2024 – Membership approved changes to Article IV, various sections.**

1. Section 4.02 – changing of language to reflect declining a nomination
2. Section 4.02 – Election Process – changes in numbering, addition of bullet point 3, additional of 6, references to the ability to conduct electronic elections removed (old bullet point 9)
3. Section 4.05 – moved to Section 6.04
4. Section 4.06 – changed to Section 4.05 added language regarding electronic voting records. Also added section f regarding all nominees declining their nominations.
5. Section 4 – renumbering the sections to correctly reflect the removal of Section 4.05
6. Article VI Section 6.04 – formerly Section 4.05 moved to the Article VI Standing

Committees

**October 14, 2025**

1. Section 5.11 – increase the salary of the President of the APSS union to 5000.00
2. Section 5.11 – increase the salary of the Chief Alliance Steward of the APSS union to 5000.00