

**AFFILIATION AGREEMENT BETWEEN THE AMERICAN FEDERATION OF TEACHERS, AFL-CIO AND
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

This Affiliation Agreement is entered into between the American Federation of Teachers (“AFT”) and the American Association of University Professors (“AAUP”) (collectively “Parties”) and will be effective upon adoption of both parties pursuant to their respective constitutions.

WHEREAS the AFT represents Faculty and other employees of institutions of higher education and has successfully provided a collective voice for Faculty for the betterment of Faculty and American Society.

WHEREAS the AAUP represents Faculty and other academic workers at institutions of higher education and has been at the forefront of defining the principles of academic freedom, shared governance, tenure, and other standards and policies essential to producing the knowledge and critical thinking skills that sustain American democracy.

WHEREAS the AFT and the AAUP have worked collaboratively for many years to organize Faculty for the purposes of collective bargaining in order to bring Faculty a greater voice in Faculty members’ terms and conditions of employment, promoting professional standards, and improving the educational environment for students and Faculty.

WHEREAS this collaborative effort has been successful for the AFT and AAUP and for Faculty in the United States.

WHEREAS the Parties agree that it is in the best interests of both organizations, its member Faculty, and those unorganized Faculty desiring a greater voice in the workplace to have the AAUP and AFT strengthen their partnership in furtherance of their common objectives.

WHEREAS the Parties agree that an affiliation of the AAUP with the AFT is the best avenue for enhancing our partnership, increasing the collective power of the profession, and ensuring higher education's ongoing contribution to the common good.

WHEREFORE, the Parties agree as follows:

SECTION A - GENERAL TERMS

1. On the effective date of this Agreement, the AAUP will become a Council (formally called a "Regional Council") of the AFT pursuant to Article VI, Section 18 of the AFT Constitution. The AAUP shall function as an autonomous AFT Affiliate pursuant to the AFT Bylaws and Constitution.
2. On the effective date of this Agreement, all AAUP members¹ will also be members of the AFT and enjoy all rights, privileges, and benefits of AFT membership. All initiation fees for existing AAUP members and chapters will be waived. All AAUP members will have full participatory rights within the AFT on the same basis as all other AFT affiliates. Each individual member of the AAUP shall have full rights of membership in the AFT, including but not limited to the right to hold office, the right to representation at

¹ For purposes of this Agreement, "AAUP member" refers to Active and Retired Members as defined in Article II.1(a & b) of AAUP's Constitution.

national conventions, and the right to participate on committees and attend meetings in accordance with the AFT Constitution.

3. The AAUP as a Council of the AFT shall continue to be governed by its Constitution to the extent it is not in conflict with the AFT Bylaws and Constitution. AFT Executive Council will have authority over the AAUP as outlined in Article VI of the AFT Constitution as it does over locals and state federations of the AFT. However, AFT and its subordinate bodies may not contravene the terms of this Agreement.
4. All elected leaders and employees of the AAUP will continue to serve in their positions in accordance with the AAUP Constitution and related governing documents, the Personnel Policy and Procedures Manual, and/or the staff collective bargaining agreement as they may be amended by the AAUP.
5. The affiliation shall be continuous as provided by the AFT Constitution, the AAUP Constitution, and any applicable law.
6. No provision of this Agreement may be modified or amended in any respect except by mutual agreement of the AAUP and the AFT.
7. The AAUP shall have the right to dissolve the affiliation—in the same manner and through the same process used to establish the affiliation—at any time during the first 48 months following ratification by the AAUP and AFT, provided that notice of intent to dissolve the affiliation is transmitted in writing to the AFT president at least 60 days prior to the effective date of the proposed dissolution. During this period, the AAUP and the AFT pledge to make every effort in good faith to work to resolve any potential differences between them.

8. All Faculty² AAUP/AFT Chapter/Locals that are organized after the effective date of this Agreement (“New Locals”) pursuant to Section D Organizing shall be members of the AAUP and the AFT and all such new locals will be dually affiliated with the AAUP and the AFT. (All AAUP Chapters that have or receive a charter as an AFT local, and the At-Large AAUP/AFT local provided for supra at G(7)(a), are herein referred to as “AAUP/AFT Chapter/Locals” All AAUP members will be members of an AAUP/AFT Chapter/Local.)
9. Any employee of the AAUP may apply for any AFT job vacancies and will be given high consideration for positions for which they qualify.
10. The AAUP and the AFT will create a Partnership Implementation and Coordination Team to oversee the implementation of the Affiliation. Each Party will appoint an equal number of members to the Team.
11. Existing and future members of legacy AFT Faculty locals³ will have access to AAUP programs and services, including but not limited to data and research like Faculty Compensation Survey data, support and research surrounding Tenure, Academic Freedom, Faculty Shared Governance, and training programs. The AAUP and the AFT commit to working together to expand and enhance the Summer Institute program. Both parties recognize the importance of an enhanced Summer Institute to achieving our shared vision for the academic labor movement. The AFT will support these programs according to the following schedule:

² For the purposes of this Agreement, “Faculty” is defined as employees of Institutions of Higher Education engaged in teaching, research, and/or professional positions dedicated to serving the academic mission of the institution.

³ Prior to ratification of this Agreement, the AFT will provide the AAUP with a list of such locals.

- a. Year 1, \$25 per member per year.
- b. Year 2, \$24.50 per member per year.
- c. Year 3, \$24 per member per year.
- d. Year 4, \$23.50 per member per year.
- e. Year 5, \$23 per member per year.
- f. Year 6, \$22.50 per member per year.
- g. Year 7, \$22 per member per year.
- h. Year 8, \$21.50 per member per year.
- i. Year 9, \$21 per member per year.
- j. Year 10, \$20.50 per member per year.
- k. Year 11 and every year thereafter, \$20 per member per year.

The AFT will pay the above amounts based on all AFT members that are Faculty, as defined in this Agreement, excluding current or future members of AAUP/AFT Chapter/Locals.

12. After Execution of this Agreement, the AFT shall pay the national AFL-CIO per capita on all AAUP members.

SECTION B – AUTONOMY OF THE AAUP AND ITS CHAPTERS

1. The AAUP and its Chapters shall retain their separate identity consistent with their constitution and policies. They shall have full autonomy in the conduct of their affairs. The autonomy of the AAUP and its Chapters shall include but is not limited to, the right

to establish their own dues structure, to select their own staff, to conduct or refrain from engaging in work actions, to make their own decisions regarding negotiations, to join coalitions for bargaining purposes, and to retain providers of professional services (including accountants and attorneys). The AFT recognizes the AAUP's continued autonomy regarding the AAUP *Redbook*, AAUP policies and procedures related to the promulgation of AAUP professional academic standards, and the investigation and censure or sanction of institutions of higher education. The AFT further recognizes AAUP's continued autonomy regarding political endorsements, ballot measures, statements on issues of importance to the profession, and initiatives of the AAUP and its Chapters.

2. The AFT agrees that the AAUP and its Chapters will be the sole judge of the qualifications of officers, staff, and members of the AAUP.
3. The AAUP's status as an autonomous national association within the AFT will be preserved and promoted by the AFT.
4. The AFT recognizes that except as otherwise provided in this Agreement, the AAUP and its Chapters will continue to be governed by their respective constitutions and bylaws.
5. Any and all collective bargaining agreements negotiated by the AAUP or its Chapters will be in the name of the AAUP and its Chapters. The AAUP will encourage its Chapters to include language reflecting the fact that the AAUP and its Chapters are affiliated with the AFT and AFL-CIO in collective bargaining agreements negotiated after the execution of this Agreement.

6. All elected officials of the AAUP and its Chapters will continue to serve in accordance with the AAUP's and its Chapters' respective governing documents.
7. All of the assets, real and personal, tangible and intangible, wherever situated, that are currently the property of the AAUP or its Chapters will remain their property in perpetuity, including organizational names, copyrights, trademarks, and other intellectual property. At all times, the funds and property of the AAUP and its Chapters shall remain under the direction and control of their properly constituted officers in accordance with their respective governing documents, procedures and applicable laws. In the event of a dissolution of this affiliation, or the withdrawal of AAUP or any of its chapters, the withdrawing party shall retain all of its assets and other property.

SECTION C – RIGHTS, RESPONSIBILITIES, SERVICES AND BENEFITS OF AFFILIATION

1. Within 30 days of the execution and ratification of this Agreement, the AFT president, in accordance with Article VI, Sections 7 and 8 of the AFT constitution, will appoint, in consultation with the AAUP, AAUP representation to the AFT Executive Council.
2. The AAUP and its members will be eligible to participate in programs, meetings and conferences of the AFT, its Higher Education Division, and other constituency divisions as appropriate.
3. The AAUP and its members will be eligible to participate in the AFT Occupational Liability Insurance and Legal Action Trust on the same basis as all AFT affiliates and members.

4. The AFT will provide the AAUP and its members such services, resources, benefits, pertinent publications and assistance as are provided to all affiliates and members of the AFT.
5. The AAUP and its members will be eligible to participate in the AFT programs for union leadership development on the same basis as all AFT affiliates and members.
6. The AAUP and its members will be eligible to participate in the AFT's optional service and benefit programs such as insurance plans, discount and credit card programs, and legal referral services on the same basis as all AFT affiliates and members.
7. The AAUP and its chapter officers, directors and employees will be eligible for bonding on an annual basis on the same basis as provided ordinarily to officers of other AFT affiliates.
8. The AAUP and its chapter officers, directors and employees will be protected under the AFT's Union Officials Liability insurance covering alleged violations of the duty of fair representation, errors and omissions, and wrongful acts and negligence on the same basis as all AFT affiliates.
9. The AAUP and its affiliates shall be eligible immediately to be considered for States and Locals in Crisis support on the same basis as all AFT affiliates.
10. AAUP Chapters will be able to receive benefits through the AFT Militancy/Defense Fund to help defray legal costs consistent with the Fund's guidelines on the same basis as all AFT affiliates and members.

11. The AFT shall protect confidential AAUP organizational information shared with it, including membership lists and information, consistent with AAUP and AFT confidentiality policies.
12. Immediately upon affiliation with the AFT, the AAUP and its chapters shall be eligible for all the protections and procedures under Articles XX and XXI of the AFL-CIO constitution. The AFT will bear the full cost of protecting and defending the AAUP's representational and jurisdictional rights under these procedures.
13. The AFT will provide AAUP with access to its Meeting and Travel Department for support for the planning and logistics of AAUP national meetings and trainings as well as regular meetings of the AAUP Council, at a reasonable cost to be agreed upon by the AAUP and the AFT.

SECTION D—ORGANIZING

The AAUP and the AFT commit to building on the successes of the joint organizing partnership, which has resulted in over 20,000 faculty and other academic workers becoming unionized. The AFT and the AAUP recognize that each organization brings a specific expertise to these organizing campaigns and our chapters and locals are enriched through these collaborative efforts.

1. The AAUP and AFT will jointly identify potential faculty bargaining units at higher ed institutions that are most likely to be successfully organized. The decision to launch a collective bargaining organizing drive will be jointly agreed upon by AFT and AAUP. All such newly organized units will be AAUP/AFT/AFL-

CIO.

2. The AFT will provide the resources for these campaigns through their Department of Organization and Field Services on the same basis that they are provided to their other affiliates. This includes adequate staffing and support through the successful ratification of a first contract.
3. The AAUP will designate a campaign lead to provide advice and guidance to the campaign, including but not limited to formulation of campaign strategy, identification of subject-area experts for presentations and campaign visits, the development of campaign materials, and trainings for members and organizing staff. Together, the AFT and the AAUP will provide the staffing, expertise, and support for the successful negotiation of a first contract, including but not limited to, training and advice for bargaining teams, and reviewing contract language.
4. The AAUP and the AFT agree to collaborate fully on organizing Faculty that are not members of a collective bargaining unit (“Advocacy Members” or “Advocacy Chapters”), including the identification of organizing targets. The AFT will provide resources, including staffing, to these campaigns on the same basis that they are provided to their other affiliates. The AAUP commits to providing staffing and subject-area expertise in organizing outside of collective bargaining, including presentations and campaign visits, the development of campaign materials, and trainings for members and

organizing staff. All newly organized Advocacy members will be members of an AAUP/AFT Chapter/Local, and members of the AAUP/AFT/AFL-CIO.

SECTION E—COMMITMENT TO STRENGTHENING OUR CHAPTERS/LOCALS

The AAUP and the AFT share a commitment to promoting and protecting the interests and concerns of faculty and other academic workers and the higher education community. The AAUP and the AFT agree to the following in order to best serve our members, our affiliates, and the common good. Services and programs include, but are not limited to:

1. Internal Organizing: Organized unions are strong unions. AAUP and AFT agree to developing a robust internal organizing program for AAUP chapters. The AFT commits to providing staffing resources to support AAUP's internal organizing efforts.
2. Legislative Program: AAUP and AFT commit to developing strong higher education policy positions and public advocacy activities at the federal and state levels. This will include a significant commitment on the part of both organizations of such resources as lobbyists, political analysts, policy development experts, planning and financial support.
3. Research and Strategic Initiative Resources: The AFT agrees to provide to the AAUP research and strategic initiative resources to the AAUP on the same basis as other AFT affiliates. These resources include collective bargaining research, data collection and analyses, healthcare financial analyses, state budget and financial analyses,

knowledge management, strategic intelligence, and corporate campaigns.

4. Campus Financial Analyses: The AAUP and the AFT commit to working together to scale up the AAUP's campus financial analysis program, with the goal of making this program available to the higher education affiliates of both organizations.
5. Member Education Programs: AAUP and AFT commit to cooperating on educational programs to support the work of our affiliates and their members. These include webinars, on-campus trainings, AFT's Union Leadership Institute, and other joint trainings to be held nationally. Both organizations commit to assigning staff and resources to this important work of strengthening our chapters and locals.
6. Local Union Administration – The AAUP and AFT commit to providing training and advice to locals and chapters to promote the highest level of local union administration, democratic governance, and effective and transparent financial controls of local union funds.

SECTION F - PER CAPITA

1. Existing AAUP members who are not currently members of the AFT through a dually affiliated AAUP/AFT local (Existing Members) will pay AAUP dues to the AAUP consistent with the AAUP Constitution and internal policies. The AAUP will pay the AFT the per capita consistent with the AFT Constitution on these existing members that it receives dues on the following basis; the AAUP will remit 50% of AFT per capita to the AFT and retain 50% of the AFT per capita as financial assistance.

2. All New AAUP/AFT Chapter/Locals, will pay a per capita on the following basis: The AAUP/AFT Chapter/Local will remit 50% of the AAUP per capita to the AAUP and will pay the full AFT per capita consistent with the AFT Constitution. The AAUP/AFT Chapter/Local will remit 50% of the AFT per capita to the AFT and will retain 50% of the AFT per capita as financial assistance.
3. For all members of existing locals/chapters that are dually affiliated with the AAUP and the AFT (“Dual Members”) the AAUP per capita shall be reduced from 66% to 50% of the regular AAUP per capita on the following schedule:
 - a. 2022, 66%
 - b. 2023, 66%
 - c. 2024, 62%
 - d. 2025, 58%
 - e. 2026, 54%
 - f. 2027, 50%

The local will pay the full AFT per capita consistent with the AFT Constitution. The local will remit 50% of the AFT per capita to AFT and the local will retain 50% of the AFT per capita as financial assistance.

4. The AFT formula rebate assistance program for locals is incorporated into the per capita reductions in Sections D-1 through D-3.
5. Payment of dues on the above schedule constitutes the full payment of AFT per capita pursuant to Article X, Section 1(a) of the AFT Bylaws and AAUP dues pursuant to Article

VII, Section 2 of the AAUP Constitution sufficient to meet the national per capita dues payment requirements to maintain the chapters in good standing.

SECTION G – SUBORDINATE BODIES

1. The AFT will issue a Charter for all existing AAUP Collective Bargaining Chapters as chartered locals of the AFT, excluding chapters that already have a charter from the AFT (herein referred to as “legacy AAUP CB Chapters”).
2. The AFT president will consult with the AAUP president and a representative designated by the affected chapter prior to initiating any administratorship or trusteeship proceedings, revocation, or suspension of a legacy AAUP CB chapter.
3. The Professional Staff Congress of CUNY (PSC) will continue as a chapter of the AAUP under the terms of the existing agreement between AAUP and PSC. The AAUP and the AFT commit to working with the PSC to explore options regarding the future status of the relationship between the PSC, the AAUP, and the AFT.
4. All newly organized AAUP/AFT Chapter/Locals shall pay the full State Federation per capita.
5. There will be no change in State Federation per capita for existing Dually Affiliated Locals.
6. There will be a 5-year phase in for legacy AAUP CB Chapters on the following schedule as a percentage of regular State Federation per capita; year 1 – 5%, year 2 – 10%, year 3 – 15%, year 4 – 20%, year 5 and thereafter – 25%.

- a. Legacy AAUP CB Chapters will receive a reduced level of service consisting primarily of legislative, public policy and lobbying assistance.
 - b. If any Legacy AAUP CB Chapters desire full service from their respective State Federation, they can opt in to pay the full State Federation per capita and receive full service.
 - c. Legacy AAUP CB Chapters will have full voting rights in their respective State Federation.
 - d. All existing AAUP Chapters based in the State of Ohio will retain their current State Conference and will not, at this time, become part of the Ohio Federation of Teachers. The OCAAUP and AFT of Ohio commit to engaging in discussions regarding the development of a shared services model, including but not limited to a fee-for-service arrangement between the two entities. Where possible, all statewide AFT and AAUP affiliates in the State of Ohio will coordinate their statewide endorsement processes with an objective of common statewide endorsements. The AAUP and the AFT commit to joint funding for a shared political organizing program in the State of Ohio.
7. Advocacy Members shall have all of the rights and privileges of a member under the AFT Constitution.
- a. Existing and future Advocacy Members will be chartered through one nationwide At-Large AFT Local. The AAUP will aid this Local in regard to its administration, governance or compliance, if necessary.

- b. Groups of Advocacy Members within a geographic jurisdiction or employed by the same employer may seek approval from the AAUP and the AFT to receive a charter from AFT and become an AAUP/AFT Chapter/Local. These newly chartered AAUP/AFT Chapter/Locals shall be affiliated with their respective AFT State Federation.
 - c. AAUP and its Advocacy Members may create or maintain separate AAUP Advocacy Chapters. All members of these chapters will be members of AFT through the AFT Locals established under sections a and b above.
8. Consistent with Article XI, Section 3 of the AFT Constitution, all AFT Locals shall maintain an affiliation with its AFL-CIO state labor council and its local AFL-CIO labor council(s) if such council(s) exist.

Section H – MISCELLANEOUS

- 1. The AAUP represents that it has disclosed all financial records of the organization to the AFT, including all assets and liabilities known at the time of execution of this Agreement.
- 2. It is further understood and acknowledged that the terms of this Agreement are contractual and not a mere recital and that there are no agreements, understandings, or representations made by the Parties, except as expressly stated.
- 3. The Parties stipulate that the person executing this Agreement for the organization is properly and fully authorized to execute the Agreement on its behalf, subject to appropriate ratification or approval consistent with the Parties' respective constitutions.

4. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute one instrument.
5. The provisions of this Agreement are severable and if any part of it is found to be unenforceable by a court, the other paragraphs or portions thereof shall remain fully valid and enforceable.
6. This document sets forth the entire agreement between the Parties and shall not be modified orally.
7. In the spirit of unity, the parties agree to make every effort to resolve disputes arising out of the interpretation or application of the terms and conditions of this Agreement through good faith discussion between the Parties. In the event disputes regarding the interpretation or application of this Affiliation Agreement remain unresolved by such good faith discussions, such disputes may be referred to final and binding arbitration with an arbitrator mutually agreed to by the parties or to be selected from a list of arbitrators to be supplied by the Federal Mediation and Conciliation Service. All of the arbitrators shall be familiar with internal disputes involving international unions. The arbitrator shall not have the authority to impinge on the authority of the AFT Executive Council, provided said authority does not contravene the terms of this Agreement. Any arbitration proceeding shall be held in Washington D.C., unless the parties mutually agree to a different location.
8. Upon approval and execution pursuant to sections 3 and 4, the effective date of this Agreement shall be August 1, 2022.