

Constitution of Education Minnesota St. Francis

Local 1977 AFT/NEA

March 2014

PREAMBLE

We, the members of the **Education Minnesota St. Francis**, Education Minnesota, National Education Association, and American Federation of Teachers, believing that the active participation of non supervisory licensed education personnel, education assistants and school related personnel in the development of educational policy is essential for sound education in a democratic society, have joined together, as herein defined in this Constitution and Bylaws, for the purpose of exerting a collective and positive influence on education in Independent School District No. 15.

Education Minnesota St. Francis shall provide a united voice for public education, leadership in education innovation, dedication to Minnesota students and families, and an unwavering commitment to the welfare of our members.

Education Minnesota St. Francis shall be a local organization that provides unstinting professional service to its members by building and maintaining a strong, effective local and by promoting instructional advocacy. **Education Minnesota St. Francis** shall be committed to democracy in the workplace and within the organization.

ARTICLE I

NAME:

This organization shall be known as **Education Minnesota St. Francis**, LOCAL 1977, of the National Education Association and American Federation of Teachers.

ARTICLE II

PURPOSES OF THE ORGANIZATION:

1. To promote professional ethics and practices in education.
2. To provide a unified voice for teachers and non licensed personnel in shaping the future of their profession.
3. To help guarantee the rights and privilege to which teachers and non licensed personnel are entitled.
4. To assure a democratic educational atmosphere that will be reflected in the training of future citizens.
5. To promote and encourage the participation of teachers and non licensed personnel in the formation and execution of educational policies and programs.
6. To respect the professional status of teaching through efforts to guarantee proper licensure and assignments on the basis of licensure.
7. To provide a source of information to the public about the effectiveness of their investment in education, as interpreted by this organization.
8. To promote the welfare of children by providing progressively improving educational opportunities for all.
9. To raise the standards of the teaching education profession by securing conditions essential to the best professional service.
10. To deal with public employers concerning terms and conditions of employment, as well as dealing with grievances with employers.

ARTICLE III

AFFILIATIONS:

Education Minnesota St. Francis is affiliated with Education Minnesota, the American Federation of Teachers and the National Education Association in accordance with the provisions of the constitution and bylaws of these bodies. Individuals will be members of Education Minnesota, the American Federation of Teachers, and the National Education Association.

ARTICLE IV

MEMBERSHIP:

Section 1. Membership in **Education Minnesota St. Francis** shall be in accordance with the constitution and bylaws of Education Minnesota, NEA, and AFT. The membership year shall be September 1 through August 31. No one shall hold office in Education Minnesota St. Francis who is not an active member of Education Minnesota, NEA, and AFT.

Section 2. This organization shall consist of employees of Independent School District 15 including teachers, substitute teachers, school nurses, and non teaching personnel who do not have teacher rating powers, as well as those on official leave.

Section 3. Supervisory personnel with the rank of assistant principal/equivalent of above, or who assume supervisory activities exceeding 50% of their time, shall not obtain membership.

Section 4. Membership in this organization and privileges pertaining thereto shall be contingent upon payment of dues for the current year in accordance with the procedure established in the by-laws of this organization.

Section 5. *MEMBER DISCIPLINE*

- a. Disciplinary action, in the form of censure, suspension or permanent expulsion, shall not be taken against any member except for cause. Cause shall relate to conduct prejudicial to the purposes of the local which may include any one or more of the following:
 1. Failure to remain a member in good standing with Education Minnesota, National Education Association and American Federation of Teachers.
 2. Substantial violation of the Code of Ethics of the Board of Teaching or other licensing agency.
 3. Violation of a local policy in crisis situations affecting the entire school district.
 4. Other good and sufficient cause whereby the conduct of the member would be prejudicial to the purposes of the local.
- b. Such action shall be initiated by a complaint of a majority of the officers of the local, with written notice to the member of the proposed action to be taken and the reasons thereof. Such notice shall also include the statement that the member has ten (10) calendar days in which to request a hearing before the local executive board, or a special local discipline committee, at which the member is entitled to a representative of his/her choice to answer the charges and examine those making them.

- c. The hearing will be private or public at the choice of the member being disciplined, and the decision, by a simple majority, shall be communicated, in writing, to the member, accompanied by a memorandum of findings of fact, within ten (10) days of the close of the hearing. A tie vote shall indicate no action will be taken.
- d. Any member censured, suspended, or expelled under these provisions shall have the right of appeal to the full membership or steward assembly, if applicable, within ten (10) days of receipt of the decision. The appeal hearing shall be presided over by the local president who shall grant a procedure which includes witnesses and right of cross-examination. A quorum shall be present. The decision shall be made by secret ballot with a simple majority of the membership present and voting. In the case of a tie, with the president voting, no action shall be taken.
- e. Action to expel or suspend shall be communicated to Education Minnesota.
- f. A member who is expelled or suspended from membership in the local shall have the right of appeal to the Education Minnesota Governing Board in accordance with such policies and procedures as the Board may adopt.
- g. Appeal to the American Federation of Teachers and National Education Association shall be governed by the policies and procedures adopted by the AFT and NEA.
- h. Lawsuits. No person shall initiate a civil action suit or proceeding in any court against the local or any of its officers, members, or employees on account of any discipline unless such person has exhausted the remedies of hearing and appeal as provided in this Constitution.

Section 6. No discrimination shall be shown toward individual members or applicants for membership because of race, religious faith, political activities, or personal beliefs.

ARTICLE V

OFFICERS:

Section 1. The officers shall consist of President, Vice President, Secretary, and Treasurer.

Section 2. The duties of these officers shall be those which are normally assigned to those positions.

Section 3. Term of office shall be Two Years. Terms of office shall be staggered, with president and vice-president elected in one year and the secretary and treasurer elected in the following year.

Section 4. The Executive Council of this organization shall appoint an elections committee as needed who shall seek candidates for each office, prepare and distribute nomination ballots, verify nominees, prepare, distribute, count and tally the final ballots and report results to the Executive Council. Additional nominations must be submitted to the

Secretary, in writing, at least ten (10) days prior to April 1; on a petition signed by at least ten (10) members.

Section 5. The election of officers shall take place by secret ballot by April 15. Ballots shall be prepared by the elections committee, dispersed and collected by the Building Stewards on the consecutive days designated by the Executive Council for the election. Results shall be tabulated by the Elections Committee with the results announced to all members within five (5) days of the election. Ballots must be submitted to and held by the Secretary for two years after the election.

Section 6. In the event that the President is unable to serve, for whatever reason, the vice-president shall assume the duties and office of the President and complete his/her term of office. All other vacancies shall be filled by the Executive Council, pending approval by a vote at the next general meeting scheduled after such vacancy occurs.

Section 7. The Officers shall be installed at the final general meeting of the school year and assume all duties and responsibilities upon the conclusion of that meeting.

ARTICLE VI

COMMITTEES:

Section 1. The following standing committees shall be active in this local:
1) Negotiations, 2) Meet and Confer, 3) Member Rights.

Section 2. Special Committees may be formed when deemed necessary by either the membership or the Executive Council of this local.

Section 3. Chairpersons of each standing committee shall be appointed by the President or selected as specified in Article VII, with the approval of the majority of the Executive Council.

Section 4. Members of each committee shall be volunteers, shall be appointed by the chairperson of that committee with the consent of the Executive Council, or elected as specified in Article VIII.

Section 5. The Executive Council shall consist of all elected officers, Membership Coordinator, Publicist, the chairpersons of all standing committees and each unit's Educational Assistants/School Related Personnel Chairperson.

Section 6. Term of office for all committees shall be two years.

ARTICLE VII

DUTIES OF STANDING COMMITTEES:

Section 1. EXECUTIVE COUNCIL

- a. The Council shall have the power to make necessary expenditures and/or investments as may be determined by the needs and finances of the local.
- b. The Council shall administer the policies of this local as set by the membership at general meetings. It shall have the power to act for the good of **Education Minnesota St. Francis** in emergency situations where policy can not be set by the membership.
- c. The Chairman of the Executive Council shall be the President of the Education Minnesota local.
- d. The Executive Council shall meet at least once a month during the school year and report on its activities to the membership at general meetings.
- e. The Executive Council shall be empowered to hold special elections or to appoint members to complete the terms of committee members unable to do so.

Section 2. EVENTS COMMITTEE

The Events Committee shall plan and execute programs to ensure the growth and vitality of **Education Minnesota St. Francis**.

Section 3. ELECTIONS COMMITTEE

- a. The Elections Committee shall seek candidates for each office and submit these to Executive Council at least twenty (20) days prior to April 1. Additional nominations must be submitted to the Secretary, in writing, at least ten (10) days prior to April 1 on a petition signed by at least ten (10) members.
- b. The Committee shall prepare for and conduct the election as is established by Article V, Section 5 and Article VIII.
- c. Nominations for candidates shall be for individual offices.

Section 4. NEGOTIATIONS COMMITTEES

- a. Professional Licensed Staff

Membership shall be composed of six (6) members as diverse a representation of ages, sexes, teaching positions, and assignments as is possible. Representatives shall be elected as follows: (1) K-2 Elementary, (2) 3-5 Elementary, (3) 6-8 Junior High School, (4) 9-12 Senior High School, (5) Special Services-Crossroads/Lifelong Learning Center/T-15/Licensed School Nurse/Special Education and, (6) at large representative.

- b. Educational Assistants/School Related Personnel Groups

1. Bus Drivers-Membership shall be composed of three (3) members.
 2. Nutrition Services-Membership shall be composed of three (3) members.
 3. Educational Assistants-Membership shall be composed of five (5) members with as diverse assignments, or classifications, as possible.
 4. Office Professionals-Membership shall be composed of three (3) members.
- c. Members shall be elected to these Negotiations Committees by special elections to be held as based on guidelines established by the Executive Council.
 - d. These committees shall prepare and substantiate salary and other contractual proposals for Education Minnesota St. Francis and shall be empowered to negotiate these proposals with the School District; within the guidelines established by the Public Employees Labor Relations Act (PELRA).
 - e. The chairperson shall be selected by the committee members.

Section 5. MEET AND CONFER COMMITTEE

- a. The Committee shall consist of five licensed members as follows: (1) K-2 Elementary, (2) 3-5 Elementary, (3) Middle School, (4) Senior High School, and, (5) Special Services. Representatives shall be appointed by the Executive Council for the completion of any term.
- b. Meet and confer shall meet with the Representatives of the Board at least four (4) times per year with all non negotiated concerns of the local.

Section 6. MEMBER RIGHTS COMMITTEE

This Committee shall act on all grievances and report on all actions and filings to the Executive Council and the Membership.

Section 7. COMPENSATION

Any compensation for Committee members shall be established by the general membership at a general meeting, following recommendations being made by the Executive Council and shall become part of the Constitution By-Laws.

ARTICLE VIII

ELECTION OF OFFICERS:

Election Procedures: All elections shall be governed by applicable state and federal laws.

1. Notice of the procedures and deadlines to file as a candidate for the election and date, time and place of the election must be publicized by March 1.

2. Every member must have a fair and equal opportunity to participate in the election without unreasonable impediments.
3. Voting must be by secret ballot.
4. In a contested election, candidates must be allowed to station observers at the polling places.
5. Representatives of the competing candidates should be allowed to observe, but not actually participate in, the counting of ballots.
6. The used, unused and challenged ballots; the envelopes used to return ballots; and other documents related to the election should be safely stored by the secretary for one year in case there is a challenge to the election.
7. No union funds may be used to support any candidate.
8. The union should comply with reasonable requests to distribute campaign literature at the candidate's expense.
9. Candidates have the right to inspect the membership list once within 30 days prior to the election. No candidate can have preferential access to the list.
10. There shall be an open nomination process for all elections.
11. All election results must be turned in to the president within five working days of the election.

ARTICLE IX

ELECTION OF BUILDING STEWARDS:

- Section 1. Stewards shall be elected for the next year by each building by May 15. Term of office shall be two years.
- Section 2. Stewards shall act as principle liaison between the membership of their building and the Executive Council.
- Section 3. Responsibilities and duties shall include, but not be limited to:
- a. posting notices
 - b. acting as spokesperson for their membership and concerns
 - c. assistance in seeking membership
 - d. assistance with grievances
 - e. dissemination of information in all forms to the membership
 - f. elections shall follow guidelines as per Article VIII and be established by the current building steward or a committee established by the building steward

Section 4. In the event a steward is unable to serve the executive council will appoint a replacement.

Section 5. If there is only one candidate for a position, the election for the position may be waived and the candidate declared elected. In order to waive such an election, the open time period for nominations must have been provided.

ARTICLE X

ELECTIONS OF 'Educational Assistants/School Related Personnel Chairperson'

Section 1. 'Educational Assistants/School Related Personnel Chairperson' shall be elected for the next year by each Unit by May 15. Term of office shall be two years, same election cycle as President and Vice-President Elections.

Section 2. A 'Educational Assistants/School Related Personnel Chairperson' shall be elected for each bargaining Unit:

- a. Educational Assistants
- b. Nutrition Services
- c. Transportation
- d. Office Professionals

Section 3. 'Educational Assistants/School Related Personnel Chairperson' shall act as principle liaison between the Unit's building stewards and the Executive Council.

Section 4. Responsibilities and duties shall include, but not be limited to:

- a. represent their Unit at Executive Council Meetings
- b. acting as spokesperson for their membership and concerns
- c. assistance in seeking membership
- d. assistance with grievances
- e. dissemination of information in all forms to the membership
- f. elections shall follow guidelines as per Article VIII and be established by the current building steward or a committee established by the building steward.

Section 5. In the event an 'Educational Assistants/School Related Personnel Chairperson is unable to serve the executive council will appoint a replacement for the remainder of the term.

ARTICLE XI

REPRESENTATION AT CONVENTIONS:

Section 1. Delegates and Alternates to the annual Representative Assembly of the Education Minnesota shall be elected no later than January 20.

Section 2. Delegates and Alternates to the annual convention of the American Federation of Teachers and National Education Association shall be elected by April 1.

Section 3. Elected delegates to the State Representative Assembly shall have registration and fees paid in full by **Education Minnesota St. Francis**. Expenses for room and board at double occupancy shall be paid for by **Education Minnesota St. Francis**, subject to limitations of the School District #15 Travel Policy.

Section 4. Elected Delegates to the National Convention shall have registration and fees provided in full by **Education Minnesota St. Francis**. Expenses for room and board, and transportation, shall be reimbursed as established by the Executive Council. Executive Council shall make recommendation to the membership for expense allowances based on current fiscal condition of **Education Minnesota St. Francis**.

ARTICLE XII

CONTRACT RATIFICATION AND STRIKE VOTE:

Section 1. The ratification of each Unit's Master Contract between the local and the school district shall take place at a unit membership meeting called for that purpose. The vote shall be conducted by secret ballot and all members of the Union shall have the right to vote. A majority of those voting is necessary to approve the contract.

Subdivision 1. If the contract ratification meeting takes place while members are involved in a strike, all members of the bargaining unit who participate in the strike shall be eligible to vote on the proposed contract. A majority of those voting is necessary to approve the contract.

Subdivision 2. If a tentative agreement is reached at time when school is not in session, the president or an appropriate local officer available shall be authorized to call a meeting for the purpose of ratifying the proposed agreement. A notice of the meeting shall be mailed to the membership within seven (7) days of the tentative agreement. The meeting shall be held no later than 21 (twenty one) days after the date of the notice. Included with the notice will be an outline of the negotiated changes in the contract.

A secret ballot vote on the proposed agreement shall be held at this meeting. Members who are unable to attend the meeting may vote by the absentee ballot provided with the meeting notice. All ballots from the meeting and all absentee ballots received by the date of the meeting will be counted at this meeting. A majority of those voting is necessary for approval of the unit agreement.

Section 2. In the event that a contract cannot be reached between the unit and the school district, the unit shall conduct a strike vote at its discretion. Such strike vote shall be conducted at a unit membership meeting called expressly for that purpose. The vote for a strike shall be by secret ballot. Two thirds of the unit membership must vote their approval of a strike action.

Section 3. If a unit membership meeting has been called for the purpose of ratifying the contract and the contract is rejected as set forth in Section 1, the unit may conduct a strike authorization vote, at this meeting, as set forth in Section 2.

Section 4. During a strike or in the event of an emergency, the executive board shall have the authority to establish alternative timelines for notification and balloting

ARTICLE XIII

AMENDMENTS:

Section 1. Amendments to this constitution must be submitted in writing to the Secretary, who will read such proposed amendments at the regular meeting prior to the meeting at which these amendments shall be voted upon.

Section 2. Amendments shall be adopted by a majority vote of the membership of **Education Minnesota St. Francis**.

BY-LAWS
CONSTITUTION OF EDUCATION MINNESOTA
SAINT FRANCIS LOCAL 1977

December 2013

ARTICLE I. PARLIAMENTARY AUTHORITY

Business of this organization shall be conducted in accordance with Robert's Rules of Order, Revised, except where superseded by these by-laws.

ARTICLE II. MEETINGS

A minimum of three (3) regular meetings of this local shall be held each school year. The President shall inform the membership of the time and place of the meetings no later than September 1. However, all effort should be made to include these dates as well as all other **Education Minnesota St. Francis** meeting dates in the staff planning calendar published by the Teacher Academy.

ARTICLE III. DUES

Section 1. State and national dues will be assessed in accordance with the dues categories and policies of Education Minnesota, AFT and NEA.

Section 2. Local membership dues shall be determined by **Education Minnesota St. Francis**. Recommendations for dues assessment shall be made by the Executive Council to the Membership at the fall general meeting. A majority of those voting at the fall general meeting is necessary to approve the membership dues.

Section 3. Procedure for dues payment shall be as follows: Payroll deduction in equal installments or lump sum at the beginning of the school year.

Section 4. The dues year shall run from September to August.

Section 5. The amount of increased dues for all members shall be equal to the full amount of the involved NEA/AFT and/or Education Minnesota per capita increase, except that when such NEA/AFT and/or Education Minnesota per capita increases take effect after September 1 of any year, the resulting commensurate increase in the Education Minnesota St. Francis total annual membership dues, shall only take effect beginning the following September.

Section 6. No net earnings shall inure to the benefit of any member.

ARTICLE IV. AMENDMENTS TO BY-LAWS

These By-Laws may be amended by a two thirds (2/3) majority of those members present at any regular meeting.

ARTICLE V. STIPENDS FOR EDUCATION MINNESOTA ST. FRANCIS

Section 1. EXECUTIVE COUNCIL

- President – 0.5 FTE release time plus \$400.00 in-district mileage allowance
- Vice president - three (3) times yearly dues plus \$200.00 in-district mileage allowance
- Treasurer - three (3) times yearly dues plus \$200.00 in-district mileage allowance
- Secretary - two (2) times yearly dues plus \$200.00 in-district mileage allowance
- Member Rights Chair - three (3) times highest yearly dues plus \$200.00 in-district mileage
- Publicist – one and one quarter (1.25) times yearly dues plus \$200.00 in-district mileage
- Membership Coordinator - three (3) times highest yearly dues plus \$200.00 in-district mileage

***It is the responsibility of each person to keep track of his/her out-of-district mileage and submit a claim form to the treasurer by June 30th of the current fiscal year. Mileage reimbursement will be paid at the district rate.

Section 2. TEACHER NEGOTIATORS

Teacher Negotiators - one and one half (1.5) times yearly dues per year plus cap of \$1000.00 mileage allowance for the entire committee.

Section 3. TEACHER MEET AND CONFER

Meet and Confer \$20.00 per meeting (claim submitted by member, signed by chair)

Section 4. TEACHER BUILDING STEWARD

- Up to 25 members at a site - \$30.00 plus \$25.00 per meeting attended
- 26 to 50 members at a site - \$40.00 plus \$25.00 per meeting attended
- 51 to 75 members at a site - \$50.00 plus \$25.00 per meeting attended
- 76 to 100 members at a site - \$60.00 plus \$25.00 per meeting attended
- 101 to 125 members at a site - \$70.00 plus \$25.00 per meeting attended

Treasurer will pay representatives based on attendance sign-in sheet at meetings.

Section 5. EA/SRP (EDUCATIONAL ASSISTANTS/SCHOOL RELATED PERSONNEL CHAIRPERSONS)

- Educational Assistants - one (1) time of the highest rate of EA/SRP yearly dues
- Nutrition Services - one half (.5) times the highest rate of EA/SRP yearly dues
- Transportation - one half (.5) times the highest rate of EA/SRP yearly dues***
- Office Professional – one half (.5) times the highest rate of EA/SRP yearly dues

Section 6. EA/SRP BUILDING REPRESENTATIVES

- 1 - 15 members - \$25.00 each
- 16 - 30 members - \$50.00 each
- 31 - 50 members - \$75.00 each
 - Office Professionals shall have one building equivalent representative for Grades K-12 and Special Services(LLC, Maint, CSC, Technology, Non Grade Level Personnel)

Plus \$15.00 per meeting attended for up to four (4) general meetings and up to four (4) quarterly unit meetings. Treasurer will pay representatives based on attendance sign-in sheets at meetings.

***Transportation Chair/Building Representative paid at whichever stipend is higher

Section 7. EA/SRP NEGOTIATORS

One and one half (1.5) times the highest rate of EA/SRP dues split over the two year term of the contract. One half is paid the first year and one half is paid the second year. \$100 in-district mileage allowance.

- Five (5) Educational Assistant negotiators
- Three (3) Nutrition Service negotiators
- Three (3) Bus Driver negotiators
- Three (3) Office Professional negotiators

ARTICLE VI. MEALS REIMBURSEMENT/FOOD ALLOWANCE

Education Minnesota St. Francis will reimburse members engaged in Education Minnesota business authorized by the Executive Council for meals at the same rate that the district reimburses employees for all meals. A food allowance for all negotiators will be set by the executive council. It is the responsibility of all members to submit the receipts and claim form to the Treasurer for reimbursement within sixty (60) days of the expenditure.

ARTICLE VII. ADDITIONAL EXPENSES

Education Minnesota St. Francis will reimburse members for additional expenses incurred for Education Minnesota activities and events subject to approval by the President and/or the Executive Council provided receipts and claim forms are submitted to the Treasurer by June 30 of the current fiscal year.

ARTICLE VIII. QUORUM

A quorum shall consist of the members present at any meeting called in compliance with the by-laws.

