

Constitution

AFT Local #1020, an AFL-CIO affiliate

ARTICLE 1. NAME

- 1.1. This organization will be known as the Salinas Valley Federation of Teachers, Local 1020, American Federation Teachers (AFT), American Federation of Labor/Congress of Industrial Organizations (AFL/CIO).
- 1.2. SVFT will be comprised of chapters for the purposes of negotiations. A chapter is defined as all members and fee payers covered by their own labor contract.

ARTICLE 2. OBJECTIVES

The purpose of this organization will be:

- 2.1. To represent teachers and members as the exclusive bargaining agent in the collective bargaining process.
- 2.2. To organize teachers and other non-supervisory educational employees into relations of mutual assistance and cooperation.
- 2.3. To raise the standards of the teaching profession by securing the conditions essential to the best professional service.
- 2.4. To promote such a democratization of the schools as will enable them to better equip their pupils to take their places in the industrial, social, and political life of the community.
- 2.5. To specify and obtain for members the rights to which they are entitled.
- 2.6. To strive for equal social and educational opportunities for all children.
- 2.7. To eliminate racism and sexism in all its forms in education.
- 2.8. To initiate and support local policies and state and national legislation which benefit children and teachers.

ARTICLE 3. MEMBERSHIP

- 3.1. Certificated employees and other educational employees are eligible for membership. However, no teacher who is in a position to hire or fire another teacher is eligible, nor is any administrator. No qualification for membership will be established which limits membership to anyone on the basis of race, sex, creed, political belief or affiliation.
- 3.2. Each member shall be represented by at least one representative and one alternate representative at a worksite, program or school district. Alternative education programs, with the exception of the Salinas Adult School, is considered to be one worksite, and substitute teachers at a particular local educational agency or school district are considered to be one worksite. With the exception of substitute teachers, for each increment over 30 teachers or fraction thereof at a worksite, one representative will be added, total number of representatives not to exceed three: 1-30 = 1; 31-60 = 2; over 60 = 3. Substitute teachers at a particular school district shall have one representative and one alternate representative.

ARTICLE 4. ELECTION OF OFFICERS AND BUILDING REPRESENTATIVES

- 4.1 The following Officers will be elected in the odd numbered years to a term of two (2) years, not to exceed six (6) years in the same office:
 - 4.1.1 President or Co-Presidents.
 - 4.1.2 Vice-President (High School)
 - 4.1.3 Vice-President (Middle School)
 - 4.1.4 Vice-President (Alternative Education [*e.g.* Adult School, Mt. Toro, El Puente, ROP, Independent Study, and any such program that might arise.])
 - 4.1.5 Secretary
 - 4.1.6 Treasurer
- 4.2 Candidates for office will be nominated by any member in good standing. An Election Coordinator, appointed by the Executive Board prior to February 1st of each general election year, will collect and organize all nominations as well as conduct elections. A slate of candidates will be presented at the March meeting of the General Membership, at which times additional nominations from the floor will be allowed. Special elections, except for the recall of the President, shall be coordinated by the President of the Local.
- 4.3 Election of officers, Lead Labor Council Delegates and the site representatives will take place during April and will be by secret ballot.
- 4.4 Depending on the number of members at a work site, up to three (3) site representatives will be elected by the site members at that work site. Should there be a runner(s) up in any contested work site election, the runner up with the most, but at least one, vote(s) shall become the alternate representative and has voting power on the Executive Board only in the absence of at least one other site representative. Should an elected site representative vacate her/his position for any reason, the alternate site representative shall replace the vacating site representative position and the alternate site representative position shall remain vacant until the next biennial general election. One (1) Lead Labor Council Delegate will be elected to represent the entire Local.
- 4.5 To be eligible for office a person must be a member in good standing of the Local for a period of one (1) year prior to the date of the election.
- 4.6 The Elections Committee shall be made up of the Election Coordinator and the work site Election Clerks. The Election Coordinator shall recommend the appointments of work site Election Clerks, and the Executive Board shall approve/disapprove the recommended work site Election Clerks. The Elections Committee will conduct all general and special elections of the Local. For special elections at a particular work site, the President of the Local shall be the Election Coordinator. In the event of the recall of the President, one Vice President as designated by the Executive Board shall be the Election Coordinator.
- 4.7 The Elections Committee will prepare and send ballots in such manner as to insure the secrecy of the ballot no later than fifteen (15) days following the close of nominations.
- 4.8 A majority of the ballots cast will determine election. In the absence of a majority, the Elections Committee will conduct a run-off election among the two (2) candidates who have received the most votes of the office in question by using the procedure specified in Section Seven (7).
- 4.9 Successful candidates will assume office on July 1.

- 4.10 With the exception of the President(s), or in the case of a recall, all vacancies will be filled by a two-thirds (2/3) vote of the Executive Board. Such appointees will serve no more than forty-five (45) working days during which time nominations will be taken and an election will be held. The member elected will serve out the unexpired term. In the case of a Presidential vacancy, a General Membership meeting will be called within fifteen (15) working days and will select one (1) of the Vice-Presidents to serve the unexpired term. In the case of a recall, the vacant office may be filled by a two-thirds (2/3) vote of the Executive Board. The appointee will serve no more than forty-five (45) working days during which time nominations will be taken and an election will be held. The member elected will serve the unexpired term.
- 4.11 Recall of officers may be initiated by a petition signed by one-fourth (1/4) of the members in good standing. Recall of site representatives may be initiated by a majority of the members in good standing at that site. A vote will be taken within forty-five (45) working days. The vote will be by secret ballot at elections held at each work site, or in the case of site representative(s), at the work site in which a representative was elected or by mail. The use of mail-in ballots shall be limited to the Substitute Unit unless eighty (80) percent of the Executive Board members deem it necessary to hold a mail-in only election. No mail-in elections will be allowed within twenty (20) days of a school year workday. There will be published advance notice of the purpose of such a special vote. The office in question will be considered vacant if two-thirds (2/3) of the membership vote for recall.
- 4.12 A membership Secretary and Financial Secretary may be appointed by the Executive Board to assist the Treasurer. They will be non-voting members of the Executive Board.
- 4.13 Should any elected member of the Executive Board, with the exception of alternate site representatives, be absent for three (3) consecutive Executive Board meetings or is unwilling or unable to carry out her/his constitutional duties for a period of three (3) consecutive months; at the subsequent Executive Board meeting, the matter shall be reviewed and consider the position to be vacated by a vote of two-thirds (2/3) majority of the Executive Board. Replacement of the vacated position shall be in accordance with Article 4 of the Constitution and Article 2 of the Local's By-Laws.

ARTICLE 5. DUTIES OF THE LOCAL OFFICERS

- 5.1 The President(s) will:
- 5.1.1 Preside at all meetings of the Local and serve as Chairperson of the Executive Board and Executive Committee.
 - 5.1.2 Execute policies of the Local including direction of the staff.
 - 5.1.3 Stand as an ex-officio member of all standing and special committees.
 - 5.1.4 Sign all necessary papers and documents and represent the local when and where necessary.
 - 5.1.5 Serve as a delegate to the CFT and AFT Convention(s) if possible and if money is authorized.
- 5.2 Vice-Presidents, together with the President(s), will decide which Vice-President will:
- 5.2.1 Perform the duties of the President in his/her absence.
 - 5.2.2 Serve as permanent chairperson of the Political and Legislative Committees.
 - 5.2.3 Serve as permanent Chairperson of the Membership and Recruitment Committee.

- 5.2.4 Serve as a public relations person and as a member of the Editorial Board.
- 5.2.5 Coordinate the Local's activities in their areas and serve as liaisons for that area with the Executive Committee and the Executive Board.
- 5.2.6 Assume such duties as the President(s) may assign.
- 5.2.7 Perform the duties of another Vice-President whenever it becomes necessary.
- 5.3 The Secretary will:
 - 5.3.1 Keep, publish, and distribute minutes of all proceedings and all membership meetings.
 - 5.3.2 Be responsible for correspondences relating to the Local.
 - 5.3.3 Be responsible for mailing out notices of general and special meeting and perform other related duties as assigned by the president or the Executive Board.
- 5.4 The Treasurer will:
 - 5.4.1 Receive, record, and deposit in the name of the Local all monies from dues and all other sources.
 - 5.4.2 Keep the membership roll and issue receipts and delinquency notices, unless a Membership Secretary is appointed to do this.
 - 5.4.3 Forward all per capita dues and current membership lists to the National Office of the AFT and to other affiliated organizations to keep this Local in good standing at all times.
 - 5.4.4 Present a financial report at all Local and Executive Board meetings and keep adequate records available at all times. The Treasurer may designate someone else to give the report at meetings if he/she cannot attend.
 - 5.4.5 Pay all bills authorized by the adopted budget, retaining vouchers or invoices for the same. Expenses not authorized in the budget must be approved by the Executive Board.
 - 5.4.6 Serve as Chairperson of the Budget Committee and present an annual financial report to the membership unless the Executive Board appoints someone else.
 - 5.4.7 Prepare Internal Revenue and Franchise Tax Board reports annually unless a Financial Secretary is appointed to do this.
- 5.5 The immediate Past President will:
 - 5.5.1 Act as Parliamentarian at all General Membership meetings and Executive Board meetings.
 - 5.5.2 Keep minutes of meetings of the General Membership and Executive Board whenever the Secretary is absent.
- 5.6 All Officers elected by the General Membership of this Local will serve as members of the Executive Committee.

ARTICLE 6. DUTIES OF THE BUILDING REPRESENTATIVES

- 6.1 Building Representatives will:
 - 6.1.1 Attend all regular and special meetings of the Executive Board.
 - 6.1.2 Hold regular monthly meetings of the membership at the work site, or other appropriate place, for the purpose of making reports, discussing work place and

organizational concerns, receiving instruction from the membership, and other activities as may be required.

- 6.1.3 Recruit eligible persons to membership.
 - 6.1.4 Conduct elections and referenda when so instructed by the Elections Committee.
 - 6.1.5 Process Grievances and resolve disputes at the work site, or other appropriate location.
 - 6.1.6 Consult regularly with the employer's management personnel at the work site regarding matters of interest to the union membership.
 - 6.1.7 Provide a written monthly report to the President(s).
- 6.2 Alternate Building Representatives will:
- 6.2.1 Attend all regular and special meetings of the Executive Board (especially if one [1] of the building Representatives cannot be there).
 - 6.2.2 Assist the Building Representatives in the conduct of all duties.
 - 6.2.3 Serve in the place of a Building Representative in the event of illness or absence.

ARTICLE 7. DUTIES OF THE LABOR COUNCIL DELEGATE

- 7.1 The Labor Council Delegate will:
- 7.1.1 Attend all regular and special meetings of the Executive Board and local Labor Council.
 - 7.1.2 Advise the officers and Executive Boards on the actions of the local Labor Council, as on other appropriate labor matters of interest.
 - 7.1.3 Recruit eligible persons to membership.
 - 7.1.4 Provide a monthly written report to the President and Vice- President in charge of political activities.
- 7.2 The Alternate Labor Council Delegate will:
- 7.2.1 Attend all meetings required of the Labor Council Delegate.
 - 7.2.2 Assist the Labor Council Delegate in the conduct of all meetings.
 - 7.2.3 Serve in the place of the Labor Council Delegate in the event of a vacancy.

ARTICLE 8. EXECUTIVE COMMITTEE

- 8.1 The Executive Committee will consist of all SVFT Officers that are elected District-wide by the total unit.
- 8.2 The Executive Committee will meet monthly, or at the call of the President, or at the call of two (2) or more of its members, or at the call of the Executive Board, to prepare and oversee the program(s) of the Local and to conduct other business of the Local that is within its authority and subject to the modification and approval of the Executive Board.
- 8.3 The Executive Committee will prepare and present for approval to the Executive Board an annual budget in the month prior to the beginning of the fiscal year. The fiscal year will be established by the Executive Committee.
- 8.4 The Executive Committee will employ and establish the salary and benefits of all professional, technical, clerical, and support staff of the Local, subject to the approval of the Executive Board.

- 8.5 Consistent with the approved budget, the Executive Committee will be empowered to make contracts and incur liabilities, including the purchase of services, equipment, and real property.
- 8.6 The Executive Committee may refer reports/proposals back to the originating committee for clarification and definition a maximum of twice before presenting the report/proposal to the Executive Board for consideration.
- 8.7 The Executive Committee may refuse to submit a committee proposal or report to the Executive Board unless the proposal has the majority recommendation of the originating committee.
- 8.8 The Executive Committee at the direction of or with the approval of the Executive Board may establish both standing and special committees.
- 8.9 The Executive Committee will approve the Chairperson and membership of all standing and special committees of the Local and receive regular reports from such committees. 8.10The Executive Committee will be responsible for adherence to and enforcement of the Constitution and By-Laws of the Local.
- 8.11 The Executive Committee will issue regular reports, including an annual report, to the Executive Board and the General Membership.

ARTICLE 9. EXECUTIVE BOARD

- 9.1 The Executive Board will consist of the elected officers, the Building Representatives, The Labor Council Delegates and the immediate Past President. It will carry out the policies and administer the business of the Local.
- 9.2 Two-fifths (2/5) or forty percent (40%) of the members of the Executive Board will be considered a quorum provided at least four (4) of the five (5) largest schools are represented.
- 9.3 All meetings of the Executive Board will be open to all members and the time and place of these meetings will be announced at the General Membership meetings.
- 9.4 Committees necessary to the business of the Local will be constituted of the President(s) and/or the Executive Committee with the consent of the Executive Board. Segments of the Executive Board meetings that deal with either personnel issues of members facing potential disciplinary actions or the formulating of negotiating positions shall be closed to all but the members of the Executive Board—or if it is a personnel matter concerning a specific member—the members of the Executive Board and the specific member.

ARTICLE 10. AFFILIATIONS

- 10.1 This Local will be affiliated with, and participate in:
 - 10.1.1 The American Federation of Labor/Congress of Industrial Organizations (AFL/CIO).
 - 10.1.2 The American Federation of Teachers (AFT), AFL/CIO.
 - 10.1.3 The California Federation of Teachers (CFT), AFT, AFL/CIO.
 - 10.1.4 The California Labor Federation, AFL/CIO.
 - 10.1.5 The Monterey Bay Central Labor Council, AFL/CIO.

- 10.2 The Local, to the best of its ability, will be active in the affairs of affiliated organizations. Furthermore, the Local will make every effort to send delegates to meetings and conventions of affiliated organizations and pay the legitimate expenses of such delegates.

ARTICLE 11. MEETINGS

11.1 General Membership Meetings

- 11.1.1 The times and places of at least two General Membership meetings for the school year will be scheduled and announced at the September Executive Board Meeting.
- 11.1.2 All members in good standing will have equal rights and privileges to present motions, to enter debate, to vote on all agenda items, and to initiate and vote on recommendations. A two-thirds (2/3) vote of those present and voting will be required for passage of any action item which was not presented to all members in writing prior to the start of the meeting.
- 11.1.3 A membership quorum for the Local will consist of at least ten percent (10%) of the General Membership in good standing or thirty (30) members, whichever is lesser.
- 11.1.4 Prior to any General Membership meeting the Executive Board will approve a Sergeant-at-Arms for said meeting.
- 11.1.5 To promote organization and solidarity in the union, at least four district-wide social events will be scheduled at the September Executive Board meeting.
- 11.1.6 Substitute members of the Local from local educational agencies or school districts other than the Salinas Union High School District Bargaining Unity may only vote on matters impacting the Local at large and will not be able to vote on issues specific to the collective bargaining agreement with the Salinas Union High School District. Additionally, members of the Local from the Salinas Union High School District Bargaining Unity may vote on all matters facing the Local, with the exception of those specific to substitute members from other local educational agencies or school districts. Nothing in this subsection precludes the Executive Board from accepting or rejecting a tentative agreement from any bargaining unit within the Local. This includes secret ballot elections of collective bargaining agreements for the groups of members.

11.2 Executive Board Meetings.

- 11.2.1 Executive Board meetings will be held at least once each month at a time and place determined by the Executive Board or by the President(s) and Executive Committee.
- 11.2.2 The Secretary will remind all Building Representatives of all Executive Board meetings at least one day prior to such meetings.

11.3 Executive Committee Meetings.

- 11.3.1 Executive Committee meetings will be held at least once a month and as circumstances demand.

11.4 Special Meetings.

- 11.4.1 Special meetings of the General Membership or Executive Board may be called by the President(s), by a majority of the Executive Committee, by a majority vote of the Executive Board, or by a petition signed by ten percent (10%) of the General Membership.

- 11.4.2 Meetings of the bargaining unit shall be held at a time and place as determined by the Executive Board or by the President(s) and Executive Committee. The agenda for meetings of the bargaining unit shall be the current status of negotiations. No action shall be taken at a meeting of the bargaining unit.

ARTICLE 12. RULES OF ORDER

- 12.1 Robert's Rules of Order (Revised) will govern in all cases not covered by this Constitution or the By-Laws of this Local.
- 12.2 The Executive Committee with the approval of the Executive Board will be empowered to make such rules and regulations to implement any and all sections of this Constitution and such standing rules as may be deemed necessary and appropriate.
- 12.3 This Local will comply with the Constitutions of the AFT and the CFT with regard to membership, finance, convention procedures, and other such matters where these Constitutions govern.

ARTICLE 13. AMENDMENTS

- 13.1 Amendments to this Constitution and By-Laws may be proposed in two (2) ways:
 - 13.1.1 Amendments may be proposed by a petition signed by at least three (3) members in good standing and presented to any general Membership meeting.
 - 13.1.2 The Executive Board may initiate amendments by a majority vote and propose such amendments at any General Membership meeting.
- 13.2 Following the presentation of any proposed amendment at a General Membership meeting, the proposed amendment will be sent to each member of the Local with a notification that it will be voted on within thirty (30) working days as determined by the SUHSD adopted certificated calendar. The vote will be by secret ballot at elections held at each site or by mail. The use of mail-in ballots shall be limited to the Substitute Unit unless eighty (80) percent of the Executive Board members deem it necessary to hold a mail-in only election. No mail-in elections will be allowed within twenty (20) days of a school year workday.
- 13.3 A Constitutional amendment will require a two-thirds (2/3) majority vote of members voting for adoption.
- 13.4 An amendment to the By-Laws will require a majority vote of the members voting for adoption.