

CONSTITUTION
OF THE
EASTPOINTE FEDERATION OF EDUCATORS
AFT LOCAL #698
AS OF
June 7, 2019

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ARTICLE I

NAME AND AFFILIATION

This organization shall be known as the Eastpointe Federation of Educators, Local #698, and shall be affiliated with and abide by the rules of the American Federation of Teachers and the AFT Michigan.

ARTICLE II

PURPOSE

Section 1.

- 1. promoting professionalism by raising the standards of the teaching profession and the professions of all members of the union,**
- 2. improvement of working conditions for each member of the union and the educational environment of the students,**
- 3. increased financial support and material equipment for schools,**
- 4. competitive salaries for members,**
- 5. security of position for all members,**
- 6. procurement for all educational employees and pupils, the conditions essential and conducive to their best performance and service,**
- 7. remedial and progressive legislation,**
- 8. promotion of educational ideas and ideals, and**
- 9. promoting a sense of fraternity, spirit and collective well being for all members.**

Section 2.

To protect members in their legitimate rights and interests.

Section 3.

To protect and promote this organization's rights, ideals, and philosophy.

Section 4.

To promote for the children of the community the highest type of educational service.

Section 5.

To resist efforts at domination by political, national, economic, religious, racial or military groups.

ARTICLE III MEMBERSHIP

Section 1

- A. Membership in this organization shall be open to all certified personnel including nurses, itinerant personnel (see Article 6, Section 1 Clause C), employees on sabbatical leave with compensation, and paraprofessionals employed by the Eastpointe Community Schools Board of Education as considered eligible under Section 2 of this Article. Supervisory personnel are excluded from membership.

- B. Auxiliary membership in this organization shall be extended to all retired or laid-off members who shall be reported as such to the American Federation of Teachers and the AFT Michigan. Auxiliary membership shall entitle the individual, on request, to receive local publications, to receive an auxiliary membership card and to attend regular and special general membership meetings, but shall exclude all other rights of full, dues paying members.

- C. Any retiree wishing to be retained as a full dues paying member of this organization will be granted this option. This shall entitle the individual all rights of an employed, full, dues paying member, with the exception of holding the offices of President, Secondary Vice-President, Primary Vice-President, and Negotiating Team Members. All other offices may be held pending the approval of the Executive Council at the meeting preceding an election.

Section 2.

Membership may be granted to those persons as provided by the Constitution of the American Federation of Teachers. No application for membership may be considered unless and until the applicant has signified his unqualified agreement with the following:

"No discrimination shall ever be shown toward individual members or applicants for membership because of race, sex, religious faith, or political activities or beliefs."

Section 3.

Members may be expelled from this organization, but no member may be expelled except upon written charges presented at a regular meeting of the Executive Council, signed by the person(s) making the charges, and sustained by a two-thirds vote of the Executive Council; which shall, upon the defendant's request, report to a regular membership meeting of the Federation. The call for this meeting shall state that such a report will be made, and it shall require a two-thirds vote of the members present at such a meeting to sustain the action of the Executive Council in expelling a member. Members against whom charges are made shall have the right to appear in person before both the Executive Council and the Federation at the meetings where charges are presented.

Section 4.

A member in good standing who severs his/her connection with the East Detroit Public Schools, and/or, severs his/her connection with this local may be reinstated in case of return without penalty.

Section 5.

The payment of dues shall entitle the payee to a certificate of membership, which shall be a card signed by the President and Treasurer.

Article IV

Section 1.

Any recommended change in dues must be approved by two thirds of the Executive Council on a vote taken at a regularly scheduled monthly meeting. The proposed change shall be announced to the membership at least one week prior to a regular or special general membership meeting at which the proposed change shall be discussed. Voting on the proposed change must take place by secret ballot at a separate meeting, announced to the membership at least one week in advance, and shall require a simple majority of votes cast in order to become effective.

Section 2.

- A. Annual dues will be prorated for members (per Article 3 Sect. 1 Clause A) who are half time or less. Under no circumstances will any local member be assessed more than the regular, yearly dues. Members affiliated with other AFT locals shall have the per capita rates assessed by the AFT and the AFT Michigan deducted in addition to this dues structure per Constitutional direction.
- B. Dues for the Paraprofessional Unit are .5% of the base salary for full time employees.
- C. The assessment of dues for all other members of this organization shall take place in September of each current year. Such dues may be paid annually or according to the deduction plan at a rate of 1.25% of the B. A. base.

Section 3.

In case any member is in arrears for more than ninety (90) days, an investigation and report shall be completed and presented at the next Executive Council meeting. At the discretion of the Executive Council such members shall be suspended from membership and voting power until payment of the current year's dues is made.

Section 4.

Non-certified members shall pay the same dues as certified members in similar classifications.

Section 5.

A member on unpaid leave shall not be required to pay dues during the period of such leave but, upon return, shall pay dues according to the current dues structure.

ARTICLE V OFFICES

Section 1.

A. The officers of this organization shall be President, Secondary Vice-President,, Primary Vice-President, Negotiators, Membership Dean, Director of C.O.P.E., Secretary, Treasurer and Sick Bank Chairperson.

B. The President, Secondary Vice-President, Primary Vice-President, Treasurer and Secretary are elected positions. The President of the Union appoints two Negotiators, Director of C.O.P.E., Membership Dean and Sick Bank Chairperson.

Section 2.

Duties:

The duties of the officers shall be those usual to their respective offices according to Robert's Rules of Order except as specifically provided by this constitution.

A. The duties of the President shall be to:

1. be a delegate to the Michigan Metropolitan AFL-CIO Convention.
2. represent the local at meetings and conventions of AFT-Michigan
3. be a paid delegate to conventions of the American Federation of Teachers.
4. prepare and organize proposals for bargaining.
5. act as spokesperson in bargaining and negotiation sessions.
6. chair the Negotiations and Grievance Committee.
7. process grievances.
8. chair the Officers' meeting and Executive Council meeting monthly.
9. attend Board of Education meetings regularly.
10. Create and distribute monthly newsletter
11. perform other duties as deemed necessary.

B. The duties of the Vice Presidents shall be to:

1. serve on the Negotiations and Grievance Committee.
2. act as spokesperson and prime intermediary for their respective level—high school & middle schools, elementary schools and Early learning programs.
3. be available to maintain meetings at EFE offices if called upon
4. attend the Officers' meeting and Executive Council meeting monthly.
5. attend the Board of Education meeting at least once per quarter.
6. plan and host needed bldg. rep. training as needed
7. perform other duties as may be assigned by the President.

C. The duties of the appointed Negotiators shall be to:

1. assist the President in preparing and organizing proposals.

2. be a member of the Negotiations and Grievance Committee.
3. support the President in processing grievances.
4. Attend all negotiation meetings unless excused by the President.
5. attend the Board of Education meeting at least once per month.
6. Co-Chair planning and host the Retirement party every two years
7. Organize and host any Leadership Workshops deemed necessary
8. Assist secretary in execution of parties and fraternal activities
9. One may be chair of Internal Conflict Resolution Committee
10. One may be assistant to PAC director
11. perform other duties as may be assigned by the President.

D. The duties of the Director of C.O.P.E. shall be to:

1. act as Chairperson of the local C.O.P.E. Committee.
2. present federal and state legislative updates to the Executive Council monthly.
3. work with AFT MICHIGAN PAC Coordinator.
4. attend the Officers' meeting and Executive Council meeting monthly.
5. perform any other duties as may be assigned.

E. The duties of the Secretary shall be to:

1. maintain, preserve, and publish the minutes of the Executive Council and General Membership meetings.
2. prepare membership cards for the local on an annual basis no later than November 1 of the current year.
3. work in conjunction with the Treasurer and Membership Dean
4. attend the Officers' meeting and Executive Council meeting monthly.
5. plan the New Teacher Luncheon, and Back to School, After Holiday, and the Executive Council parties.
6. perform other duties as may be assigned.

F. The duties of the Treasurer shall be to:

1. prepare the annual budget to be presented by the October Executive Council meeting.
2. file the IRS form 990 on an annual basis.
3. submit to the AFT an annual statement of income and expenses of the local, and submit a statement of assets and liabilities of the local to the AFT along with an annual financial review (audit). Both reports are to be submitted within six (6) months of the end of the fiscal year of the local.
4. submit a report of the locals' financial condition at least once every quarter.
5. work in conjunction with the Secretary.
6. attend the Officers' meeting and Executive Council meeting monthly.
7. perform other duties as may be assigned.

The Treasurer's books of this organization shall be internally audited at the end of each fiscal year. This audit shall be available annually for review by the membership after review by the Executive Council and shall be received by the AFT national organization by the last day of February.

G. The duties of the Membership Dean shall be to:

1. Maintain accurate records of membership status re: Right to Work.
2. Create and modify membership payment accounts as necessary.
3. Generate lists of members in good standing/ opt out/ default for each building.
4. Communicate with ECS human resources to coordinate deduction opportunities where appropriate
5. Coordinate dues payment programs and strategies as necessary.
6. attend the Officers' meeting and Executive Council meeting monthly.
7. perform other duties as deemed necessary.

H. The duties of the Sick Bank Chairperson shall be to:

1. review applications for withdrawal of days from the EFE Sick Bank.
2. make initial determination for approval or denial of the Sick Bank Application.
3. contact member for additional information if application has been denied for insufficient documentation.
4. Notify the member and administration of the final approval or denial of Sick Bank days withdrawal.
5. attend the Officers' meeting and Executive Council meeting monthly.
6. perform other duties as deemed necessary.

I. The duties of All officers and negotiators shall be paid delegates of the AFT Michigan Conventions.

Section 3.

The term of office for each of said officers shall be two years. Each elected officer assumes the duties of office on July 1st following the election.

Section 4.

- A. In case a vacancy of office is created due to resignation, death, or disability, the President with the approval of the Executive Council shall fill said vacancy by appointment.
- B. In case the office of President is vacated due to resignation, death or disability, **the Executive Council will determine which of the two vice-presidents will replace the President until an election by the General Membership can be held.** This election must be held within 30 days. If the special election shall place the President in office for a period of thirty days or less, it shall not be held.

Section 5.

- A. No person in this organization shall hold office, be a member of the Executive Council, or be a member of any committee unless he/she has complied with and signed the following statement: "I am not a member of any of the organizations listed below."
1. Michigan Association of School Administrators (National Association),
 2. Michigan Association of Secondary School Principals (National Association),
 3. Michigan Association of Elementary School Principals (National Association),
 4. National Education Association,
 5. Michigan Education Association,
 6. National Faculty Association of Junior and Community Colleges,
 7. Michigan Association for Higher Education, or
 8. Other teacher union organizations.
- ***This provision may be suspended at the discretion of the President as the AFT-MI and the MEA consider joint operations and programming including the increase in Adjunct College staff joining the EFE.

Any person found in violation of this section may be dismissed from office by a majority of the Executive Council. The person subject to dismissal shall be contacted by an appropriate officer and given the opportunity to correct this deficiency. Should he or she refuse to sign the statement, he or she shall be notified of the date scheduled for discussion of the refusal and he or she may appear at the meeting in order to present his/her case before a vote is conducted.

- B. If the President, Secondary Vice-President, and Primary Vice President, Internal/External Communications Coordinator, Fraternal Coordinator, Secretary, Treasurer, Director of C.O.P.E, Membership Dean or Sick Bank Chairperson accepts an Administrative position with the Eastpointe Community Schools, then he or she must immediately resign his or her position. The President with the approval of the Executive Council shall fill said vacancy by appointment (Article

V, Section 4A). If the President applies for an administrative position with Eastpointe Community Schools, the terms of Article V, Section 4, Part B shall apply.

- C. Members of the Negotiations and Grievance Committee who accept an administrative position with the Eastpointe Community Schools for the term of office for which they are elected or appointed must immediately resign.

ARTICLE VI EXECUTIVE COUNCIL

Section 1.

There shall be an Executive Council consisting of the officers, negotiators, and the elected building representatives and 1 non-voting representative from the East Detroit Federation of Teachers Retirees unit.

- A. Each building shall elect representative(s) by secret ballot and in accordance with the rules set by the Nominations and Elections Committee at an annual election in May with their terms of office commencing at the following September Executive Council meeting. There will be at least one building representative for each building with a maximum number of 7-High School, 3 Middle School,(2 from MS 1- 8th academy) 2-each Elementary, 1 Alternative Education, 1 Itinerant, 3 Paraprofessionals.
- B. The current building representative(s) who are not running for re-election may supervise the election for building representatives. If all current representatives are running for re-election, a neutral EDFT member will be asked to supervise the election within their building.
- C. The person/persons running the building election will:
 - 1. notify staff of upcoming representative elections in May,
 - 2. solicit potential candidates and obtain a signed letter of intent,
 - 3. prepare the ballot,
 - 4. run the election before or after school and during teachers' lunch hours,
 - 5. notify the union office of the results. All nomination letters and ballots will be retained at the union office for one year

If there are fewer candidates than positions to a representative office, there is no need to hold an election.

- D. The terms of office for each said building representative shall be two years. Each elected building representative assumes the duties of office at the September Executive Council Meeting.
- E. Teachers teaching in two or more buildings shall be counted for building representation in the building where they spend the majority of their teaching week. Whenever a teacher spends an equal amount of time in two or more buildings, the teacher shall determine the building of representation. Special Education Itinerants (social workers, nurses, speech therapists, psychologists, teachers of the home bound, teachers of the physically handicapped, and others having offices in the Special Education office) shall be represented on the Executive Council by a separate building representative. If the Special Education

offices become located in a functioning school building, a separate building representative shall be maintained for these Special Education Itinerants.

- F. A quorum shall consist of the majority of the Executive Council.
- G. On approval of the Executive Council, the past President may meet with the Executive Council in an advisory capacity only.

Section 2.

Duties of the Executive Council:

- A. It shall be the duty of the Executive Council to make and execute the policies and financial decisions of this organization: to transact business of an immediate nature which does not conflict with provisions of this constitution.
- B. Payment of Salaries: Officers, Building Representatives and Committee Members of the East Detroit Federation of Teachers, Local #698 shall receive the following remuneration starting in 2007/08:
 1. The President shall receive \$542.52 per month.
 2. The Secondary, Secondary Vice Presidents shall receive \$242.97 per month.
 3. The Director of C.O.P.E. and Sick Bank Chairperson shall receive \$137.72 per month.
 4. The Secretary, Membership Dean and Treasurer shall receive \$242.97 per month.
 5. The Building Representatives shall receive \$31.71 for every Executive Council meeting they attend or for which they send an alternate.
 6. During a year in which a contract is negotiated, the EDFT will pay each negotiator the maximum of summer school pay for that given year. During a year in which no contract is negotiated, the negotiators shall receive an amount deemed reasonable by the Executive Council. In no case shall the amount exceed the maximum of summer school pay or be less than 10% of the summer school salary. All bonuses will be prohibited.

In addition, out of district mileage will be reimbursed to any Federation member on official Federation business at a rate equal to the contractual rate being paid by the district.

- C. The officers and building representatives shall receive a yearly salary increase equal to the yearly contractual raise percentage.
- D. The Treasurer and/or Secretary shall publish an addendum listing the salaries each September.

Section 3.

In all matters to be determined by the Executive Council, each member shall be entitled to one vote.

Section 4.

All measures passed by a vote of the Executive Council may be subject to review by the membership. All minutes should be posted after approval on the union bulletin boards in all buildings. Should any item of business be questioned in writing by 10% of the membership, the President may present the issue to the membership at the next regular or special general membership meeting. A simple majority of those present and voting shall be sufficient to confirm or overturn the vote of the Executive Council.

Section 5.

Meetings of the Executive Council shall be held at LEAST once each month during the school year. Special meetings may be called by the President on his/her own initiative, or on the written request of five (5) members of the Executive Council.

Section 6.

In case of vacancy due to resignation, death, or disability in the office of building representative, a special election shall be held within one week to fill said vacancy within that building.

Section 7.

Any member of this organization may attend the Executive Council meetings. Such members shall be granted an audience at a time specified by the President.

If confidentiality is required or desired by the President or his/her designee, he/she may limit the meeting to only those designated council members elected by the membership--officers, Negotiations and Grievance Committee members, and building representatives.

This can be for a specific issue, for a specific period of time, or for the entire meeting, at the President's request.

A member who wishes to speak to the Council is required to submit a written request to the President one week prior to the meeting in question.

This request should include the topic or issue the member wishes to discuss. Otherwise, the member is not eligible to participate in debate.

If the nature of the discussion is deemed confidential at any point in time, the President may close the meeting to all guests.

ARTICLE VII COMMITTEES

Section 1.

This organization shall have the following committees:

1. Negotiations and Grievance Committee,
2. Nominations and Elections Committee,
3. C.O.P.E. Committee,
4. Sick Bank Committee,
5. Budget Committee,
6. Audit Committee
7. Internal Conflict Resolution Committee, and
8. Other committees...

Section 2.

The Negotiations and Grievance Committee:

- A. Shall include the President, Secondary and Primary Vice-Presidents. Up to two (2) additional members may be appointed to the Negotiations and Grievance Committee by the President in consultation and with the approval of the Executive Council. The appointed members will have voting rights, but their terms of office shall expire at the time of next election.
- B. The Negotiations and Grievance Committee shall have representation from elementary, middle, and senior high schools. **Additional members may be paid on an hourly basis as consultants to the committee to represent particular interest groups from within the membership. i.e. Paraprofessionals, Early Learning, Title positions, itinerants, counselors etc.**
- C. In no case shall the voting strength of the Negotiations and Grievance Committee be less than four (4) in number or more than six (6) in number.
- D. In case a vacancy on the Negotiations and Grievance Committee is created due to resignation, death, or disability, the President with the approval of the Executive Council may fill said vacancy by appointment.
- E. The duties of the Negotiations and Grievance Committee shall be:
 1. To carry out the instructions of the membership at large in negotiations and grievances with the Board of Education for any collective bargaining contract, adjustments, and/or changes.
 2. To determine definitions and procedures in accordance with those provided in the current Master Collective Bargaining Contract between the Eastpointe Federation of Educators and Eastpointe Public Schools.

To decide if grievances shall be pursued to the arbitration level, each member of the committee shall be entitled to one vote. If a deadlock should occur, the grievance shall be submitted to the Executive Council for consideration. The Council will determine the merits of the issue and decide by majority vote whether to deny or advance to the arbitration level.

F. Should the Negotiations and Grievance Committee decide not to pursue a grievance, at any stage of the procedure the filing member may appeal the decision. The Committee's decision not to pursue may be reversed by a majority vote of the Executive Council. Should the filing member disagree with the vote of the Executive Council, he/she may appeal to the general membership at any regular or special General Membership meeting. A two-thirds (2/3) vote of those present and voting shall be required to reverse the decision of the Executive Council.

Section 3.

The Nominations and Elections Committee:

- A. Shall include a chairperson appointed by the President with the approval of the Executive Council by the November Executive Council meeting. Not less than four nor more than six persons representing both elementary and secondary levels will be appointed by the chairperson to serve on the committee. No person holding or nominated for office shall serve as the chairperson or as a member of the Nominations and Elections Committee. Committee members nominated for conventions must remove themselves from the committee for the election only.
- B. The term of the Nominations and Elections Committee shall expire on the same date as the terms of the elected officers of this organization.
- C. The duties of the Nominations and Elections Committee shall be to oversee, administer, and verify the procedures at all elections of this organization requiring the use of secret ballots.
 1. The committee shall cover all challenges to elections.
 2. The committee shall verify the eligibility of candidates for office and shall present a list of nominees for various offices and elected committees at the regular General Membership meeting in April.
 3. Nominations for offices shall be made at a General Membership meeting in April or delivered in writing to the EFE office by 4:30 p.m. on a date designated by the President. Written nominations must bear the signature of the candidates. A person nominated orally at the General Membership meeting must be present at the time to accept the nomination.
 4. The elections of officers and elected committee members shall be held in May at a date and non-school location to be designated by the President and

- approved by the Executive Council. All members shall be notified at least two (2) weeks prior to the election.
5. A member may be a candidate for only one elected office at one time.
 6. The Election Committee shall transport the ballot boxes to a designated location for tabulation. Ballot boxes shall be unsealed at 4:30 p.m. on the day of the election by the Election Committee.
 7. Absentee ballots shall be available at the EFE office from 3:30 to 4:30 p.m. on the four school days preceding the election. Written requests for absentee ballots shall include a self-addressed stamped envelope and shall designate the person voting and the school to which he or she is assigned. All absentee ballots must be returned to the EFE office in person or U.S. mail by 4:30 p.m. on the day preceding the election.
 8. Each candidate shall be entitled to designate one person as a challenger. Challengers shall not be candidates for any other office. The Elections Committee Chairperson shall be notified of the names of the challengers two days prior to the election.
 9. Following tabulation of the ballots, the Elections Committee shall place the ballots in a sealed container and return them to the EFE office where they shall be retained for at least one year.
 10. All officers shall be elected by secret ballot and by a plurality of votes cast. In case of a tie, a special runoff election shall be held.
- D. The committee may present a motion that uncontested candidate(s) be declared elected.
- E. No person may hold an officer's position in this organization until he or she has completed the probationary period in the East Detroit Public Schools. Building reps may be probationary if the position can not be filled by a tenured teacher.
- F. All rules for the conduct of elections which are in addition to the procedures stipulated in this Constitution shall, from time to time, be reviewed and, when necessary, changed by the Elections Committee with the approval of the Executive Council.

Section 4.

The C.O.P.E. Committee:

The C.O.P.E. (Committee on Political Education) Committee works to secure the passage of legislation favorable to teachers and education; promotes the election of candidates for local, state, and national office who are sympathetic to teachers and education; and engages in union political activities on a local, state, and national level.

Section 5.

The Budget Committee

The budget committee will consist of the Treasurer and at least two other members at large. They will meet as early in the year as is possible once membership numbers have been established. Recommendation is by end of September.

They will draft a proposed budget and recommend its passage to the Executive Council.

Section 6.

The Sick Bank Committee:

- A. The chairperson and members of the Sick Bank Committee shall be appointed by the President, with the approval of the Executive Council.

- B. The Sick Bank Committee shall approve or deny days applied for by a member in accordance with the rules of this organization and the terms of the collective bargaining agreement. There shall be a general membership meeting of this organization no less frequently than two times a school year. The time and location of these meetings shall be determined by the President.

Section 7.

The Audit Committee:

- A. The President shall appoint the Audit Committee with the approval of the Executive Council. The committee shall be comprised of a chairperson and two additional members.

- B. The Audit Committee shall meet and complete an internal audit every fiscal year. This audit shall be available annually for review by the membership after review by the Executive Council and shall be received by the AFT national organization by the last day of February.

- C. Members of the Audit Committee will be paid a \$250 annual stipend at the conclusion of the committee's work.

Section 8.

The Internal Conflict Resolution Committee:

The Committee will consist of one member that will chair a member to member conflict resolution meeting. Recommendations for counselors from within the membership are recommended to mediate issues that arise between members that make for an uncomfortable working environment. It is the purpose of the committee to act in order to avoid the need for administrative intervention.

ARTICLE VIII MEETINGS

Section 1.

There shall be a General Membership meeting of this organization no less frequently than two times a school year. The time and location of these meetings shall be determined by the President.

Section 2.

A Special Meeting of this organization may be called by the President. The President must call a meeting upon written request of ten members. The call for any Special Meeting must state the purpose of the meeting.

Section 3.

A quorum necessary for transacting business shall be the President or presiding officer and at least ten (10) percent of the members in good standing. The call for a general meeting shall be made at least one week in advance of the meeting date and shall include an agenda that states the purpose of the meeting.

ARTICLE IX DELEGATES AND REPRESENTATIVES

Section 1.

This organization shall elect delegates and alternates to the American Federation of Teachers' and/or AFT Michigan conventions in accordance with constitutions of the aforesaid organizations.

Section 2.

The Executive Council may appoint a representative to the AFT Michigan Administrative Board to represent this organization at meetings called by the AFT Michigan.

Section 3.

Reimbursement to Official Delegates: Expenses shall be allowed and reimbursed to all official delegates or representatives to meetings and conventions according to the recommendation of the Executive Council.

Section 4.

Nominations and Elections Committee: Officers or candidates will not serve on election or selection committees for conventions or conferences for which they are candidates (Refer to Article VII, Section 3A). Participants at conferences shall have representation from both elementary and secondary buildings when there are applicants from both elementary and secondary buildings.

ARTICLE X AMENDMENT PROCEDURES

Section 1

A proposed amendment to this constitution may be initiated by the Executive Council or by at least twenty (20) members of the organization who have, in writing, endorsed the proposal. Such proposed amendment(s) shall then be presented to the Executive Council at its next regularly scheduled meeting.

Section 2

Upon approval of the amendment by Executive Council, copies of the proposed change will be distributed to all union members. The proposed amendment shall be submitted and discussed at the next regular or special General Membership meeting, providing that notices of the proposed amendment are given at least one week prior to said membership meeting.

Section 3

If a quorum has been established for the meeting, then a two-thirds (2/3) majority of all votes cast shall be necessary for the adoption of an amendment to the constitution. Any defeated amendment must be submitted as a new proposal and follow the proper procedures before reconsideration.

Section 4

This constitution and every part thereof shall have precedence over any motion, resolution, or any other act or measure adopted by a member of any agency of this organization.

ARTICLE XI PARLIAMENTARY AUTHORITY

Section 1.

The rules contained in Robert's Rules of Order Revised, shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with rules regularly adopted by the Federation.

Section 2.

The President may appoint a Parliamentarian prior to each General Membership meeting

ADDENDUM

OFFICERS' SALARIES- See Article VI Sect. 2, Clause B—last sentence.

ADOPTED POLICIES

1. Policy Changes - October 25, 1951

Any time a member desires to request a change in Federation policy, the member should contact a member of the Executive Council and full consideration will be given the request by the Council.

2. Cooperation with Non-Teacher Organizations - September 22, 1959

The Federation shall work with the clerical and custodial organizations in order to keep informed of the intended actions of these groups when salary raises are being discussed with the board.

3. Legal Counsel for Members - April 18, 1961

Legal counsel shall be obtained for each member in good standing who requests to appear before the East Detroit Board of Education concerning his or her continued employment in their present position. The aforementioned counsel is to be present at the level of the School Board hearing.

4. Past President Pin & Plaque—April 18, 1961

A. It shall be the policy of the EDFT to present a plaque and an AFT Past President's Pin to the outgoing presidents of this organization within three months following their departures from office.

B. It is the intent of this policy that such plaque and pin be paid for from the treasury of the EDFT. Any further expenditure of the EDFT treasury money to a departing president shall be prohibited.

5. Memorial Policy

Contributions to the EDFT Scholarship Fund shall be sent in cases of death:

Eligibility :

- a. All bargaining unit members and agency shop teachers and their immediate families (spouse, parents, mother/father-in-law, and children).
- b. Unmarried bargaining unit members' immediate families shall consist of their parents.
- c. Administrators.
- d. Officers of the Custodial and Secretaries Union.
- e. Officials of the AFT Affiliate Union.

In the case of death or illness of someone not covered under this policy a collection may be taken. Flowers may also be sent in special circumstances.

In accordance with family preference a monetary contribution will be sent to an appropriate or designated organization in lieu of a EDFT scholarship contribution.

6. Ratification of Contract--May 20, 2004

Section 1--Informational Meeting

Upon completion of a tentative contract agreement between elected bargaining agents and the school board, the following procedure shall ensue:

- A. Union members shall receive notification of the date of an informational contract meeting at least 24 hours before the meeting.
- B. The President will select the date, time, and site for the informational meeting to be held prior to voting. This meeting will be held to explain and discuss all changes to the contract
- C. If school is in session, starting time of the meeting will be approximately 15 minutes after the last building has been dismissed.
- D. A secret ballot shall be held not less than 24 hours after the informational meeting at an appointed location if school is not in session.

Section 2--Voting Taking Place a Minimum 24 Hours Later

- A. A master list of all teachers in the bargaining unit is prepared in advance and maintained by the union office staff. Polling lists are prepared in advance by the union office staff for each building with names of members eligible to vote. Members will vote within their "home" buildings.
- B. Voting may take place 30 minutes prior to the start of the school day and 1 hour after the end of the school day.
- C. The union member will sign his or her name in the space provided on the polling lists. The union member then will receive his or her ballot and mark it. Ballots may not leave the voting area. A separate area for marking the ballot will be provided.
- D. After the union member marks the ballot, the ballot will be placed by the union member into the ballot box. A building union representative will be stationed at each ballot box.

Section 3--Ballot Count Procedure

- A. At the conclusion of voting, ballot boxes will be returned to the union office. The Election Committee will account for and unlock the building ballot boxes. Two neutral union members will be asked to be the official observers.
- B. The roster sheets will be counted first to determine the total number of votes that should be in boxes. The boxes will be opened and the votes will be counted. The numbers should agree. It is acceptable to have more roster signatures than votes. However, if there are more votes than roster signatures, the vote is deemed invalid. In the case of an invalid vote in an individual building, the votes for that building only will be deemed invalid. Within two (2) working days, that building will be given the opportunity to cast new votes. Only one (1) retake vote will be allowed for that building.
- C. The Election Committee will then begin to tally the votes on a form. One member of the committee shall read the vote aloud. One member of the committee shall verify the vote. The third member shall record the vote on a tally sheet. After all votes have been counted the committee chairperson will take the tally to the President who will make the announcement to the membership present. A **Yes** vote will have a "Contract is ratified." statement. A **No** vote will have a "Contract is not ratified." statement. A simple majority of the votes cast will determine the outcome.

- D. The roster sheets, tally sheets, and ballots will be stored at the union office for one year.
- E Absentee ballots will not be available for ratification of the contract due to time constraints.

7. Procedure for New Teacher Lottery --May 20, 2004

Upon receipt of a list of new teachers and para-professionals supplied by Central Administration, the Executive Council will administer a lottery drawing for seniority purposes.

If more than one teacher has been hired for the same starting date, a separate teacher and para-professional lottery will take place at the next scheduled Executive Council meeting. The union will prepare slips with each teacher's names. The draw will be done during the meeting and witnessed by all building representatives present. There will be a separate lottery for each hire date for which more than one teacher was hired. Notification of the lottery will be sent to all buildings and Central Administration.

Example A: 3 Teachers hired on the same fall starting date

Teacher B--draws 01

A--02

C--03

Example B: 3 Teachers hired after the fall starting date but on the same date

A separate lottery will be done for each separate date.

Teacher D--draws 01

F--02

E--03

8. Partnership with Roseville Local 1071 for building purchase-February 2019

As approved by the executive council and consent of membership in February 2019, the President may enter the local into a partnership with Roseville AFT local 1071 to purchase a building and properties to host union offices and activities. The partnership will be created by forming an LLC named Macomb Federation of Educators and will not be directly affiliated with the AFT as a separate entity. The LLC will be a holding company to possess the properties located at 15300, 15318, 15324, 15330 East Ten Mile, Eastpointe MI and adjacent lot and parking areas. A mortgage lien will be placed on the properties to secure the investment of the treasury of the EFE. The LLC will be conducted as defined in the Origination papers of the LLC and with the application for a 501C3 non-profit status. The EFE president and one other officer will serve on the MFE executive board with the expressed responsibility to conduct the business of the MFE in good faith and with a responsibility to protect the investment of the EFE and its membership.