



HELPING BUILD OUR COMMUNITY
ONE STUDENT AT A TIME

Constitution of the Levittown United Teachers

**Local 1383
American Federation of Teachers
AFL-CIO
New York State United Teachers**

Revised January 31, 2023

Table of Contents

ARTICLE I	NAME	3
ARTICLE II	PURPOSE	3
ARTICLE III	MEMBERSHIP	4-9
Section I	Eligibility for Membership	4-5
Section II	Rights and Privileges of Members	6
Section III	Non-Members	7
Section IV	Retired Membership	8
Section V	Removal from Membership	9
ARTICLE IV	ELIGIBILITY, DESIGNATION, TERM, NOMINATION AND ELECTION OF EXECUTIVE OFFICERS	10-13
Section I	Designation and Term of Officers	10
Section II	Eligibility for Office	10
Section III	Nomination and Election Procedure	10-13
ARTICLE V	VACANCIES IN EXECUTIVE OFFICES	14
ARTICLE VI	DUTIES OF EXECUTIVE OFFICERS	15-16
ARTICLE VII	BUILDING REPRESENTATIVES	17
ARTICLE VIII	NYSUT REPRESENTATIVE ASSEMBLY AND AFT CONVENTION DELEGATES	18
ARTICLE IX	EXECUTIVE BOARD	19-20
ARTICLE X	COMMITTEES	20
ARTICLE XI	MEMBERSHIP MEETINGS	21
ARTICLE XII	REFERENDUMS	22
ARTICLE XIII	COLLECTIVE BARGAINING	23-24

Levittown United Teachers Constitution

ARTICLE I NAME

This organization shall be known as the Levittown United Teachers, Local 1383, affiliated with New York State United Teachers and its national affiliates.

ARTICLE II PURPOSE

The purpose of the Levittown United Teachers (LUT) shall be:

1. To obtain and protect all the rights to which its members are entitled in their profession and work environment;
2. To secure the conditions necessary to provide the greatest rewards for its members;
3. To raise the standards of its members' professions by securing, through collective bargaining, the conditions of work essential to the best professional service;
4. To improve the educational environment of the Levittown School District by maintaining a positive relationship with all stakeholders in the school community;
5. To create an active and engaged union and promote the participation of its members in the operational decisions affecting their employment;
6. To promote the unity and strength of its members;
7. To provide support services and professional development focused on high quality education and student learning;
8. To be affiliated with and promote the aims and objectives of the New York State United Teachers (NYSUT) and its national affiliates;
9. To ensure that no discrimination shall ever be shown toward its members for any reason, including but not limited to; age, race, creed, sex, sexual orientation, social status, political activity/beliefs, national origin, military status, pregnancy, mental disability, physical disability, genetic predisposition, or carrier status.

ARTICLE III MEMBERSHIP

Section I Eligibility for Membership

1. Membership in the Levittown United Teachers (LUT) shall fall into two categories:
 - a. Active Membership: All professional personnel included in the bargaining unit as defined by the current Agreement between the Levittown United Teachers and the Levittown Public Schools' Board of Education (Agreement) shall be eligible for membership. Eligible members shall retain active membership upon payment of all dues mandated by the LUT, NYSUT and its national affiliates.
 - b. Unpaid Leave Membership: Unpaid leave membership in the LUT shall be open to all professional personnel included in the bargaining unit who are granted an unpaid leave of absence by the district as long as that person continues payment of all dues mandated by the LUT, the New York State United Teachers (NYSUT) and its national affiliates.
2. A person is defined as a member in good standing if they have paid all dues mandated by the LUT, NYSUT and its national affiliates for Active or Unpaid Leave Membership in the LUT.
3. Membership in the LUT is continuing during the period of a member's employment in his/her job title. Membership is also continuing for members that transfer to another job title in the bargaining unit as defined by the current Agreement. Members that leave service for a period of up to two years automatically shall have their active membership reinstated upon return to active service with the Levittown Public Schools in a job title represented by the LUT.
4. In accordance with ARTICLE VI of the current Agreement between the Levittown United Teachers and the Levittown Public Schools' Board of Education, dues for the LUT, NYSUT and its national affiliates shall be deducted from member's salaries by payroll deduction.
5. Any LUT member in good standing who wishes to drop his/her membership must do so within the annual drop period beginning on August 1 and ending on August 31 of each year. A member who drops his/her membership at any other time during the year shall nonetheless be obligated to continue payroll

dues deduction until the beginning of the next official drop period. Notice of intention to drop one's membership must be made in writing by certified mail to the President of the Levittown United Teachers.

6. A non-member may request reinstatement as a member of the Levittown United Teachers at any time. The conditions of reinstatement of membership shall be as follows:
 - a. The non-member signs a membership enrollment form that contains an authorization for payroll deduction for all required dues and declares their intent to be reinstated in the LUT.
 - b. The Executive Board reviews and approves the reinstatement request from the non-member.
 - c. The Executive Board shall receive and consider any appeals regarding all aspects of the reinstatement of any non-member.
 - d. The Executive Board of the LUT retains the right to deny reinstatement in the LUT to anyone if reliable evidence exists that the applicant has knowingly taken actions destructive of the LUT or its Objectives as set forth in Article II of this Constitution.
 - e. The non-member, upon re-entry, shall be assessed an administrative fee to cover the costs of implementing the reinstatement of that non-member.
 - f. The Executive Board may, at its sole discretion, declare an amnesty period during which any of the aforementioned requirements and conditions for reinstatement of membership may be modified, reduced, or eliminated.
 - g. A person reinstated into the LUT shall not be eligible to receive services (such as legal representation) or benefits for problems that occurred during the period the individual was not a member in good standing.

Section II Rights and Privileges of Members

1. All members in good standing in the Levittown United Teachers shall have all rights and privileges of membership in the LUT, including, but not limited to the right to:
 - a. Complete support and legal protection from the LUT, NYSUT and its national affiliates;
 - b. All possible services and benefits provided in the Agreement between the LUT and the Levittown Public Schools Board of Education, including, but not limited to, benefits of from the Supplemental Benefits Fund described in ARTICLE XXXIII of the Agreement;
 - c. Attend building level, Executive Board and general membership meetings;
 - d. Vote for LUT Officers, or the Building Representatives in the building(s) in which they work, and for Delegates to the NYSUT Representative Assembly and AFT Convention as described in ARTICLE VIII of this Constitution;
 - e. Appear before the LUT Executive Board at a regular monthly meeting and be recognized by the LUT president;
 - f. Hold any office or be a member of any Standing or Special (Ad Hoc) Committee of the LUT;
 - g. Vote for ratification of a Collective Bargaining Agreement between the LUT and the Levittown School District Board of Education;
 - h. Vote on any Referendums of this Constitution as described in Article XII of this Constitution;

Section III Non-Members

1. Any member of the bargaining unit represented by the Levittown United Teachers that is not a member in good standing as defined in Article III, Section 1 of this Constitution, shall not be eligible to receive from the LUT, NYSUT, or its national affiliates any service or benefit not expressly provided for in or conferred by the prevailing Agreement between the LUT and the Levittown Public Schools Board of Education. Services and benefits withheld from non-members shall include, but not be limited to:
 - a. The right to be represented by the LUT, NYSUT or its national affiliates at disciplinary hearings (e.g., § 3020-a, § 75, Part 83 hearings), meetings or interviews with administrators, supervisors or their agents that may lead to disciplinary action, § 913 examinations, workers' compensation proceedings, EEOC or NYSDHR proceedings, APPR appeals, and the like;
 - b. The right to have access to NYSUT, AFT or NEA Member Benefits programs, including any benefit plans purchased by the LUT for the use of its members;
 - c. The right to have access to NYSUT Education and Learning Trust programs.
2. Non-LUT members shall be ineligible to participate in any activity reserved for LUT members in good standing or to participate in any social, collegial, professional or other such events conducted by or for the Levittown United Teachers.
3. In accordance with ARTICLE I and ARTICLE II of the Agreement between the Levittown United Teachers and the Levittown Public Schools Board of Education, non-LUT members shall be entitled to representation in the grievance/arbitration process concerning any alleged violation of a contractually guaranteed right to the same extent as is provided to an LUT member in good standing and shall be entitled to any benefit in the Agreement as is provided to an LUT member in good standing.

Section IV Retired Membership

1. Eligibility for retired membership shall be open to those who satisfy either one or both of the following requirements:
 - a. Held active membership in the Levittown United Teachers (LUT) for at least one year prior to retirement.
 - b. Held active membership in the LUT for at least 3 consecutive years at some point during their career and were members in good standing throughout the duration of their active membership in the LUT.
2. Those eligible shall retain active retired membership upon payment of all dues mandated by the LUT, NYSUT and its national affiliates.
2. A retiree chapter shall be established within the LUT for the purposes of:
 - a. Maintaining the ties of professional unity between active members of the LUT and retirees;
 - b. Representing and promoting the interests of retired members; and
 - c. Providing a forum for exchanging information of interest and benefit to retired members and for the expression of their views.
4. The retiree chapter of the LUT shall be known as the Levittown Retired Teachers (LRT).
5. All members in good standing of the LRT shall hold simultaneous membership in NYSUT and the applicable national affiliate, the American Federation of Teachers. Retiree membership in the National Educators Association is optional and at the expense of the retired member.
6. The LRT shall establish a constitution that delineates membership, officers, committees, and their responsibilities.
7. The President of the LRT, or a designee, shall serve as a member of the Executive Board of the LUT and will be permitted to cast a single vote in Executive Board meetings on all matters except for contractual considerations and issues of working conditions.

Section V Removal from Membership

1. The Executive Board of the LUT retains the right to remove from membership in the LUT any member if reliable evidence exists that the member has knowingly taken actions destructive of the LUT or its purpose as set forth in Article II of this Constitution.
2. Proceedings to remove a member of the LUT will be as follows:
 - a. A member of the Executive Board recommends a member for removal.
 - b. Following discussion by the Executive Board, proceedings to remove the member in question will commence if two-thirds ($\frac{2}{3}$) or more of the Executive Board vote in favor of doing so.
 - c. Within one week of the vote of the Executive Board to begin removal proceedings, the member in question will receive written notice of the decision of the Executive Board to consider them for removal from the LUT. This written notice will outline the reason(s) why the member is being considered for removal.
 - d. In the written notice regarding their consideration for removal, the member in question will be invited to appear at the next scheduled Executive Board meeting to respond to the notice or to submit, in writing, a response to the Executive Board. A written response by the member being considered for removal must be submitted to the LUT President at least 24 hours prior to the meeting to which the member has been invited to attend.
 - e. The Executive Board will discuss the response by the member being considered for removal and shall hold a vote regarding whether or not the member should be removed from the LUT. The member will be removed if two-thirds ($\frac{2}{3}$) or more of the Executive Board vote in favor of removal.

ARTICLE IV **ELIGIBILITY, DESIGNATION, TERM,
NOMINATION AND ELECTION OF
EXECUTIVE OFFICERS**

Section I **Designation and Term of Officers**

1. The Executive Officer positions in the LUT shall be President, Elementary Vice President, Middle School Vice President, High School Vice President, Vice President for Political Action, Treasurer and Recording Secretary.
2. The Executive Officers will each serve a three (3) year term. The calendar year for each term will begin on July 1st and end on June 30th.

Section II **Eligibility for Office**

1. In order to serve as an Executive Officer, a member must be a member in good standing in the LUT for at least twenty four (24) months prior to the date of an officer election.
2. All Executive Officers must remain as members in good standing throughout their terms in office.

Section III **Nomination and Election Procedure**

1. Elections shall be conducted by an election committee of no less than five (5) members in good standing. No candidate in an executive officer election can serve on the election committee. The members of the election committee shall be appointed by the President with the approval of the Executive Board. Members of the election committee shall be appointed and approved by the Executive Board by no later than April 15th of the year of an election. The election committee shall designate its chairperson.
2. The elections committee shall oversee all aspects of the conduct of the election to ensure that the election procedures set forth in this Constitution are followed. The election committee will also be guided by best practices for union elections outlined in the Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act). All appeals and questions regarding the conduct of the election shall be directed to the chairperson of the elections committee for adjudication by the elections committee.

3. The officer election will take place on a school day between May 15th and May 31st of a calendar year. The exact date will be determined by a majority vote of the Executive Board.
4. Any member in good standing who wishes to be a candidate in an executive officer election must submit to the election committee a nomination petition signed by at least fifteen (15) LUT members in good standing. This petition must be submitted to the LUT office for consideration by the election committee at least thirty (30) days prior to the day of the election.
5. No member in good standing may be a candidate for more than one executive office position in any given election.
6. For the Elementary Vice President, Middle School Vice President and High School Vice President positions, each candidate, at the time he/she submits a nomination petition, must be assigned at least three-fifths (3/5) of his/her work day at the school level of the position for which the candidate is seeking election.
7. The LUT shall provide notice to all members in good standing at least fifteen (15) days prior to the deadline to submit a nomination petition the exact date of the officer election, the qualifications to serve as an Executive Officer and the procedure for nominations.
8. Within 48 hours of the deadline to submit nomination petitions, the Election Committee will verify the qualifications of all candidates and determine if there will be a contested election for one or more officer positions. Should there be a need for a contested election, notice of election will be provided to each LUT member in good standing at least fifteen (15) days prior to the date of the election.
9. Election Procedure:
 - a. Voting shall take place in every school building where there is an active member in good standing of the LUT.
 - b. Only members in good standing shall vote in the election of executive officers. Members who work in multiple school buildings shall cast votes in the building in which they work the largest percentage of time. Should a member in good standing have a work schedule that is

split evenly between two buildings, the member will vote in the building in which they work during the first half of their work day.

- c. The election of officers shall be by secret ballot. The principle of one-person, one-vote shall apply to all local elections.
- d. No union or employer funds, equipment, materials, communications systems (email systems, telephone systems, etc.) or resources shall be utilized by any candidate in any LUT election. The LUT may expend funds to facilitate the conduct and procedures of the election provided such expenditures are consistent with the standards applicable to union elections which are subject to and governed by Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA) ("Landrum-Griffin").
- e. On the day of the election, Building Representatives will provide each member in good standing with a ballot containing the names of all candidates determined as eligible for election by the election committee.
- f. Building Representatives shall provide a ballot box and sign-in sheet and place them in a secure location in the faculty room of each building. Members shall place their ballots in the ballot box and initial the sign-in sheet next to their name indicating that they have cast their vote. Building Representatives and members in good standing will monitor the voting process to ensure a secret ballot election takes place.
- g. Voting shall take place on the day of the election beginning at the start of the regular work day and ending fifteen (15) minutes after the end of the regular work day. The time of the work day for each school building is established in the Agreement between the Levittown United Teachers and the Levittown Public Schools Board of Education.
- h. Following the end of voting, members of the election committee or their designees shall transport ballot boxes from each building to the LUT office where the votes will be verified and tallied by the Election Committee.

- i. To be determined as the winner in an election, a candidate must receive a plurality of the valid votes cast.
- j. At the conclusion of the election, the election committee will make sure that the names of the winning candidates in the election are posted in faculty rooms of each school building. The tally of the number of votes cast for each candidate will not be included in the information posted. However, the tally of votes cast will be made available to each member in good standing of the LUT by request to the election committee sent to the union office. Posting of election results will take place by no later than 10am on the school day following the election.
- k. In the event of a tie, a run-off election between the tied candidates shall take place following the same procedures and timelines outlined in this section for the regular election.
- l. If there is only one candidate for one or more Executive Office(s), the Recording Secretary shall cast one vote for that (those) candidates(s) at the Executive Board meeting held in June.
- m. The chairperson of the elections committee shall ensure the preservation of all election records, including ballots, for a period of time not less than the term of office for the officers elected. If an election result is contested, the election records shall be preserved for a period of not less than one year after a final determination is made regarding the contested election.

ARTICLE V VACANCIES IN EXECUTIVE OFFICES

Section I Presidential Vacancy

In the event that there is a vacancy in the presidency, the Vice President with the greatest seniority as Vice President shall immediately become President. If two or three Vice Presidents are tied for the greatest seniority, the Executive board will select the Presidential replacement from the tied Vice Presidents by plurality vote at a special meeting called by the recording Secretary within five (5) school days of the vacancy.

Section II Vacancies in Other Offices

In case of vacancy occurs among the Officers other than the President, the President shall inform, in writing, each member of the Executive Board of such vacancy within five (5) school days. Each building representative shall post notification of the vacancy in his/her building and also put notice of said vacancy in each member's mailbox on the day of receipt. Any active member in good standing for at least twelve (12) months may submit his/her name as a candidate, in writing, to the President within five (5) school days of notification. An election to fill the vacancy shall be held ten (10) school days after notification of vacancy has been posted. Elections will take place according to the election procedure outlined in the L.U.T. constitution. Filling vacancies by election as outlined above shall only prevail if there were more than six (6) months remaining in the term(s) when such vacancy(ies) occurred. If not, then the President shall appoint, with the approval of the Executive Board, replacements for such vacancy(ies).

ARTICLE VI DUTIES OF EXECUTIVE OFFICERS

Section I President

1. The President will call and preside at all meetings of the Local and of the Executive Board, will be an ex-officio member of all committees, will sign all necessary papers and documents, will countersign all checks, administer all obligations, represent the Local wherever and whenever required, perform all duties and observances pertaining to NYSUT and its national affiliates.
2. The President will confer with and be directed by the Executive Board in all but routine matters of the Local.
3. The President will carry out the wishes of the membership as expressed by the Executive board.
4. The President will check all correspondence and publications before release.
5. The President will, with the approval of the Executive Board, appoint chairpersons and all other members of all standing committees and special committees which are created.

Section II Vice Presidents

1.
 - a. The Vice President representing the elementary school level will be responsible for elementary school concerns and act as liaison to the Officers and Executive Board for those elementary school concerns.
 - b. The Vice President representing the middle school level will do likewise, for the middle schools.
 - c. The vice President representing the high school level will do likewise for the high schools.
 - d. The Vice President of Political Action will
2. The Vice Presidents will assist the President in attending meetings and performing other duties as assigned by the President.
3. In the absence of the President, the Vice President with the greatest seniority as Vice President may call or preside at an Executive board or membership meeting. If the President is unable to submit a written order of business, the senior Vice President will determine the agenda for the meeting.

4. The senior Vice President may call an Executive Board meeting during a month for which a monthly meeting was not called.

Section III Treasurer

1. The Treasurer will receive all money from all sources and issue all receipts, present a financial report to the members at each meeting or whenever required to by the President, forward all per capita dues to the proper affiliated unions and issue checks for all budgeted expenses. If the money is deposited in a bank or other institution, it will be in the name of the Levittown United Teachers, Local 1383.
2. With the other officers, the Treasurer will prepare an annual budget for the upcoming school year and present same during the June membership meeting.
3. The financial records of the Treasurer will be audited by an auditing committee composed of the President and two members in May or the financial records may be audited by a private company. The auditing report will follow the Treasurer's annual report.
4. The Treasurer will perform an other duties assigned by the President.

Section IV Recording Secretary

1. The Recording Secretary will attend all meetings and record and maintain all minutes of all meetings.
2. The recording Secretary will be responsible for the tabulation of results of secret ballot referendum in accordance with the procedures set up for a referendum.
3. The recording Secretary will provide copies of minutes of Executive Board meetings to all members.
4. The Recording Secretary will perform any other duties assigned by the President.

ARTICLE VII BUILDING REPRESENTATIVES

Section I Number

Each school will be entitled to a Building Representative. Any school that has between 30-60 bargaining unit members (not including substitutes) will be entitled to two (2) Building Reps; any school that has over sixty (60) bargaining unit members (not including substitutes) will be entitled to three (3) Building Reps.

Section II Election of Building Reps

1. The election of Building Reps shall be in June of odd-numbered years and the term of office shall be two (2) years.
2. No one may serve as Building Rep who has not been a member in good standing for at least (12) months immediately prior to the election.
3. Building Reps will inform all members in their buildings, by written notice in mailboxes, of the upcoming Building Rep election at least one week prior to the election. Interested individuals will inform the building Reps of their candidacy. All eligible candidates' names will appear on the ballot. Building Reps will conduct a secret ballot election. Only members in good standing may vote for Building Reps.
4. The Executive Board may appoint Building Rep/Building Reps for any school that, for whatever reason, does not have Building Rep/Building Reps.
5. Building Rep vacancies that occur during the Building Rep's term of office should be filled for the remainder of the term by election within ten (10) school days.

Section III Duties of Building Reps

1. The Building Reps will represent the members of their respective building at Executive Board meetings.
2. The building Reps will aid in the collection of dues, recruitment of new members and distribution of union literature.
3. The Building Reps will carry out the resolutions of the Local in their respective buildings.
4. The Building Reps will endeavor to enforce the provisions of the contract and report contractual violations to the President

ARTICLE VIII NYSUT REPRESENTATIVE ASSEMBLY AND AFT CONVENTION DELEGATES

Section I Election of Delegates

1. The number of NYSUT Representative Assembly and AFT Convention Delegates that the L.U.T. is entitled to is determined by NUSUT and AFT respectively. The President is automatically the ranking NUYSUT Representative Assembly and AFT Convention Delegate.
2. The remaining number of NYSUT Representative Assembly and AFT Convention Delegates shall be elected in November of odd-numbered years.
3. Election of NYSUT Representative Assembly and AFT Convention Delegates shall be according to the election procedure established by L.U.T. Constitution for Officers.

Section II Duties of Delegates

1. NYSUT Representative Assembly Delegates shall attend NYSUT Election district meetings.
2. NUYSUT Representative Assembly Delegates shall attend the annual NYSUT Representative Assembly and perform whatever functions are necessary to represent the interests of the L.U.T.
3. Representative Assembly Delegates shall perform whatever duties relating to Election District activities or the Representative Assembly as may be assigned them by the President.
4. AFT Convention Delegates shall, at the president's request, attending the bi-annual AFT Convention and perform whatever functions are necessary to represent the inters of the L.U.T.
5. AFT Convention Delegates shall perform whatever duties relating to AFT activities or the AFT Convention as may be assigned them by the President.

ARTICLE IX EXECUTIVE BOARD

Section I Composition

The Executive Board is to consist of Executive Officers, Building Representatives and a representative(s) from the Retired Teachers Chapter. The number of Executive Board representatives that the Retired Teachers Chapter is entitled to will be determined by using the same ratio of representatives per number of members as is used in determining the number of Building Representatives per school. In no case, however, shall the number of Retired Teachers Chapter representatives exceed the number of Building Representatives from the school with the greatest number of bargaining unit members.

Section II Quorum

A quorum exists with the presence of at least twelve (12) Executive Board members from at least five (5) schools.

Section III Time and Calling of Meetings

1. The Executive Board will meet at least once a month during the school year unless a membership meeting is held in its place.
2. An Executive Board meeting must be held in April of odd-numbered years in order to set up an Election Committee.
3. The June Executive Board meeting may be replaced by a June membership meeting.
4. The president is responsible to see that written or oral notices of meetings are sent to all Executive board members. The senior Vice President, in the absence of the president, may call meetings and preside in order to present the written order of business previously submitted to the Vice President by the President. At all other times the President presides.

Section IV Motions, Resolutions, Rule and Referendums

1. All motions and resolutions will be majority vote of the Executive Board.
2. Robert's Rules of Order will be considered the authority in all cases not covered by this Constitution for all Executive Board and membership meetings.
3. The Executive Board may vote to submit any important issue to the general membership in a referendum.

Section V Duties of the Executive Board

1. The Executive board will have complete authority to act in the best interests of the membership. No action of the Executive Board will violate a provision of this Constitution or the results of a referendum.
2. The Executive Board will have authority to set up committees, carry out the decisions of the membership as expressed at membership meetings or by referendums and to recommend amendments and other referendums to the membership.

ARTICLE X COMMITTEES

Section I Definition

1. Standing committees shall be defined as permanent committees which exist on a continual basis in order to deal with ongoing matters and concerns.
2. Special or ad hoc committees shall be defined as committees that are established to deal with specific problems and concerns and which exist until such specific problems and concerns are resolved.

Section II Standing Committees

1. Standing committees may be created by the Executive Board upon the recommendation of the President.
2. The chairpersons of standing committees shall report to the Executive Board.

Section III Special (Ad Hoc) Committees

1. Special committees may be created by the Executive board upon the recommendation of the President.
2. The chairpersons of special committees shall report to the Executive Board.

ARTICLE XI MEMBERSHIP MEETINGS

Section I Time and Notification of Membership Meetings

1. A membership meeting will be held during the first week in June.
2. The President is responsible to see that a written notice in regular membership meeting appears in the union newsletter or other written notice is sent to the members.

Section II Special Membership Meetings

1. The President may call a special membership meeting by informing the Building Reps, who will post notice of such meetings on the school bulletin boards.
2. The order of business of the special membership meeting will be confined to the special purpose for which the meeting was called and it will be assumed that time did not permit delay until a regular membership meeting.

Section III Quorum

A quorum for membership meetings exists with the presence of twenty (20) members and with representation of fifty percent (50%) of the schools.

Section IV Purpose(s)

1. It is necessary that the upcoming annual budget be voted on at the June membership meeting. Budget approval requires a majority vote of the members present.
2. New resolutions may be introduced at membership meetings.
3. Annual officer reports shall be presented at membership meetings.
4. Referendum may be proposed at membership meetings. Such proposals require a two-thirds (2/3) vote of the members present.

ARTICLE XII REFERENDUMS

Section I Type

1. Compulsory referendum shall be held to approve this Constitution or to amend this Constitution.
2. Other referendums may be initiated by the Executive Board.

Section II Procedures for Conducting Referendums

1. Referendums may be proposed by:
 - a. The Executive Board by a majority votes; or
 - b. The membership at a regular membership meeting by a two-thirds (2/3) vote; or
 - c. Petition signed by at least fifty present (50%) of the membership in good standing. Such petition shall be presented to the Executive Board. The petition must include the text of the proposed referendum and, if a Constitutional amendment, the Article of the Constitution that it amends.
2. The Executive Board shall distribute copies of the proposed referendum, including announcements of voting, to the membership within twenty (20) school days after the referendum has been proposed by or to the Executive Board.
3. Voting, by secret ballot, shall take place in each school within ten (10) days after the proposed referendum as been distributed to the members.
4. A two-third (2/3) vote of those returned ballots shall be necessary to approve a referendum, providing at least sixty percent (60%) of the membership returns valid ballots.

ARTICLE XIII COLLECTIVE BARGAINING

Article XIII Fair Practices

1. The Levittown United Teachers agrees to maintain its eligibility to represent all members of the bargaining unit by continuing to admit persons to membership in the Levittown United Teachers without discrimination on the basis of creed, color, national origin, sex or marital status.
2. The Levittown United Teachers agrees to fairly represent all members of this bargaining unit.

Section II Grievance Procedures

All grievances shall be processed by a Grievance Committee.

Section III Grievance Committee

1. The grievance committee shall consist of the President and as many members in good standing as are appointed by the President and approved by the Executive Board.
2. The grievance committee shall choose its chairperson
3. The duties of the grievance committee are:
 - a. To represent and counsel any member of the bargaining unit in grievance matters.
 - b. To have the chairperson of the committee inform the President, if the President is not the chairperson, of each request for counsel and representation by a member of the bargaining unit; an account of the actions of the chairperson or members of the committee shall be presented to the President, if the President is not the chairperson; confidential matters may be omitted from said accounts;
 - c. To process grievances in accordance with the procedures established in the contract;
 - d. To have the chairperson make recommendations of the Executive Board, if all attempts to resolve the grievance have failed, on whether or not to take a grievance to arbitration; the Executive Board will then vote for or against going to arbitration.
 - e. To have the chairperson make an annual report to the general membership at a membership meeting, the report shall state the number of grievance cases processed and violations of grievance procedures, if any, by School Board members, administrators or parents; details of

- grievance cases processed shall not be reported by the chairperson unless permission is granted, in writing, by the aggrieved individual/
- f. To have the Building Representatives act as liaisons between the grievance committee and aggrieved members in each building;
 - g. To have the chairperson meet with his/her committee to instruct same in grievance procedures, counseling techniques and duties of representatives in grievance cases.

Section IV Negotiations Committee

1. The President of the L.U.T. shall be an ex-officio member of the negotiations committee.
2. Any member of the Local is eligible to serve on the negotiations committee.
3. The members of the negotiations committee shall be appointed by the President with the consent of the Executive Board.
4. The negotiations committee shall choose its chairperson.
5. The negotiations committee shall construct a proposed collective bargaining contract for negotiation with the School Board. Construction of the proposed contract shall be based upon proposals from any members of the Local.
6. The duties of the chairperson of the negotiations committee are:
 - a. To meet, along with his/her committee, with members or representative of the School Board and to present and negotiate upon the proposed contract and all items contained therein.
 - b. To present the proposed contract to the Executive Board for its approval prior to presentation to the full membership for its approval.
 - c. To have the proposed contract reproduced in sufficient quantities to provide one for every member of the Local. A printed memo of agreement must be in the hand so the members at least twenty-four (24) hours before a vote on ratification can be taken.
 - d. To submit the Executive Board-approved contract to the general membership for ratification by secret ballot.
 - e. If the contract is approved by majority vote, to arrange a meeting between the representative of the School Board, the President of the L.U.T. and one other Officer of the L.U.T. The purpose of said meeting will be to obtain the signatures of the necessary officials upon the approved contract.
 - f. To arrange with the School Board for publication of the contract which shall be given to each member of the Local with sufficient copies to be made available to all instruction employees of the District.