

**CONSTITUTION OF
Hartnell Chapter No. 470, CSEA
Adopted July 1986
Latest Revision with Mandatory Changes November 4, 2020**

This Constitution is the local operating document for this Chapter as formulated under Article III, Section 8 of the Association Constitution.

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "Chapter" are interchangeable and mean Hartnell Chapter No. 470, CSEA.

APPROVED

California School Employees Association

Date: November 4, 2020

By: Jessalyn P. Ka, Executive Coordinator

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Hartnell Chapter No. 470 of the California School Employees Association.

Section 2. Objects: The objects of this organization shall be to promote the good and welfare of the members of this organization under the available labor relations system, and to secure for them reasonable hours, fair wages and improved working conditions; to establish a spirit of cooperation, good faith and fair dealings with the employer; to safeguard, advance and promote the principle of free collective bargaining in a democratic society; to promote such legislation as may be in the best interests of the members of this organization; to promote the efficiency and raise the standards of service of its members and other public service workers; to instill confidence, good will and understanding among the members and their employers; to promote the economic and social welfare of the members of the Association through unity of action and mutual cooperation.

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**ARTICLE II
MEMBERSHIP**

Section 1. Membership in this Chapter shall be as follows:

(a) **Active:** "Active" membership, which carries with it the privilege of full participation in Chapter activities, including the right to vote and to hold elected or appointed offices, shall be extended to any person employed in a bargaining unit represented by this Chapter, without regard to race, creed, color, national origin, sex, age, sexual orientation or political belief. Active membership status shall cease at such time as the member becomes eligible for any other category of membership defined herein, except as follows:

(1) Active members who are laid off may continue in Active status until expiration of their 39-month reemployment period or until reemployed, whichever comes first, upon continued payment of the established dues in effect at the time of layoff.

(2) Active members who are appealing an involuntary termination action by the employer may continue in Active status until the appeal(s) process has been terminated and the status of their employment has been finally decided, upon continued payment of the established dues in effect at the time of the involuntary termination.

(3) Nothing herein shall be construed to require continued Active status of members under paragraphs (1) and (2) above for the purpose of continued CSEA representation regarding their employment/reemployment rights. However, retention of Active status shall be required for such employees to continue to be eligible to hold appointed or elective offices within the Association and Chapter and to have voice and vote and otherwise participate in Chapter and Association affairs.

1 (4) Active members of this Chapter must also be Active members of
2 the Association as defined in the Association's Constitution.

3
4 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an
5 unpaid leave of absence by the employer, or (2) is placed on a reemployment list for
6 reasons other than layoff and is not otherwise in a paid status with the employer, or (3)
7 is laid off and elects not to continue as an Active member under provisions of paragraph
8 (a)(1) above, may continue membership in an "Inactive" status until expiration of the
9 approved leave of absence or reemployment list, or until returned to paid employment
10 status in an eligible position [as defined by paragraph (a) above], whichever occurs first,
11 upon continued payment of dues at 1/2 the rate required of them as an Active member
12 at the time the leave or placement on the reemployment list occurred. Such dues shall
13 be paid annually in advance, or for the number of months of the approved leave if less
14 than one year. Such members shall be eligible to continue to receive such membership
15 benefits as are generally made available to the Active membership, unless specifically
16 excluded by contract. They shall not, however, be accorded voice or vote in Chapter or
17 Association affairs.

18
19 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
20 time of retirement may become a "Lifetime Retired" member of this Chapter upon
21 payment of a one-time fee of \$20.00. Such members shall be permitted to attend
22 Chapter meetings and social functions and to receive the Chapter newsletter as long as
23 they live in the local area. They shall not otherwise be accorded voice, vote or other
24 participation in Chapter affairs.

25
26 (d) **Active Retired:** Any person who was a member of the Chapter at the
27 time of retirement and who also maintains a retired membership in good standing with
28 the Association may continue as an Active member of this Chapter upon payment of the
29 regular Chapter dues required of Active members. Such dues shall be paid annually in
30 advance or monthly in advance direct to the Chapter Treasurer. Such members shall be
31 entitled to continued full participation in Chapter affairs, including the right to hold
32 appointive or elective offices and the right to vote, with the exception of the right to vote
33 in contract ratification and concerted activities matters.

34
35 Should such member cease to be a retired member in good standing of the
36 Association, his/her Chapter membership shall automatically terminate.

37
38 **Section 2.** Active membership shall be effective upon the completion, dating,
39 and signing of an official CSEA application form as provided by the Association, and
40 execution of a valid authorization for payroll deduction of dues or payment of at least
41 one (1) year's dues in advance. The application shall be immediately forwarded,
42 together with advance dues received if any, to the Association. The Association shall
43 send payroll deduction authorizations to the appropriate district office.

1 **Section 3. Membership "In Good Standing"**
2

3 (a) Membership "in good standing" shall be effective and shall continue upon
4 receipt of the required dues for the current month. For purposes of establishing voting
5 rights and eligibility to hold an elected or appointed office, Active members whose dues
6 are paid via payroll deduction shall not be deemed to be in good standing until the first
7 of the month following the month in which the first dues are deducted, unless s/he pays
8 dues in cash for the interim period.
9

10 (b) Membership shall terminate with:

11 (1) The effective date of layoff for members who are laid off and who
12 choose not to continue in either an Active or Inactive status under provisions of Sections
13 1(a)(1) or 1(b) above.
14

15 (2) The effective date of an unpaid leave of absence or placement on a
16 reemployment list for reasons other than layoff, for such members who choose not to
17 continue in an Inactive status under provisions of Section 1(b) above.
18

19 (3) The date of termination of their 39-month reemployment rights or
20 approved leave of absence for members who have continued in an Active or Inactive
21 status, if such members have not been returned to active employment.
22

23 (4) The date of execution of a document terminating payroll deduction
24 of dues, unless arrangements have been made with the Chapter Treasurer for advance
25 cash payment. However, the dues authorization signed by a member is a contract which
26 by law is not terminable without reasonable advance written notice being provided to the
27 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
28 being five (5) days.
29

30 (5) The effective date of removal from the bargaining unit, or voluntary
31 termination of employment.
32

33 (6) The effective date of involuntary termination of employment, unless
34 the member is eligible to continue and elects to retain Active status as permitted under
35 provisions of Section 1(a)(2) above.
36

37 (7) Actions pursuant to Sections 4 or 5 below.
38
39

40 **Section 4. Delinquency & Resignation:**

41 (a) Members who no longer wish to retain that status may resign CSEA
42 membership by providing a five (5) day advance written notification to the Area's
43 assigned CSEA Field Office. Such notification must include the member's name,
44 address, employer's name or Chapter name, the last four (4) digits of his/her social
45 security number, and his/her CSEA ID number or Employee ID number.
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1 (b) Any member failing to pay all dues owed for the current month shall be
2 deemed delinquent and shall not be considered to be in good standing until such
3 delinquency has been remitted.

4
5 (c) Members who have resigned shall, upon reapplication, be admitted as
6 new members.

7
8 **Section 5. Expulsion, Suspension, Discipline:**

9
10 (a) No member may be involuntarily removed from the membership rolls
11 except as provided for in Sections 3 and 4 above, or in accordance with the procedures
12 for expulsion, suspension and discipline of members as specified in the Association
13 Constitution.

14
15 (b) All matters for proposed disciplinary action against members shall be
16 referred to the Association for action, except that members may be recalled from office
17 in accordance with provisions of Article XI of this Constitution.

18
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20 **ARTICLE III**
21 **DUES and ASSESSMENTS**

22
23 **Section 1. Association Per Capita Dues**

24
25 (a) Per capita dues to the Association for Active members shall be assessed
26 at the rate of 1.5% of the first \$3,150 of monthly gross salary (*excluding overtime*, but
27 *including* longevity, professional growth and anniversary increments), but not to exceed
28 a maximum of \$472.50 for the 12-month period commencing each September 1st and
29 continuing through the following August 31st. Said dues shall be payable by payroll
30 deduction or annually in advance direct to the Association.

31
32 (1) Payroll deduction shall commence in September of each year and
33 continue through the following August for each month the member is in a paid status, or
34 until the maximum of \$472.50 has been deducted, whichever comes first.

35
36 (2) Annual in advance payments must be remitted direct to the
37 Association's accounting office no later than September 30, or within thirty (30) days
38 following membership application for new members after September. Such annual
39 payments shall be as calculated by the Association's Accounting Office in accordance
40 with the Association's Bylaws.

41
42 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
43 Chapter shall be \$3.00 per month, payable by payroll deduction during each of the
44 months September through June in which the member is in regular paid status; or
45 payable annually in advance to the Chapter Treasurer.

46
47 **Section 3.** The local Chapter dues plus the Association per capita dues equals
48 the member's total dues requirement.

1 (d) When there is more than one nominee for an office, a secret ballot
2 election shall be conducted in the month of December, on the day scheduled for the
3 Chapter meeting. Balloting shall be conducted at such times and at campus site
4 locations as determined by the Chapter President. Hours for balloting shall be set so
5 that polls will close prior to the start of the Chapter meeting.

6
7 (e) Every member shall be notified, at least five working days in advance of
8 the date set for balloting, of the exact location of their balloting site, the specific date
9 and time (hours) during which balloting will take place, and the candidates and offices
10 which will appear on the ballot. At least two election tellers will be present at each
11 balloting site to verify voter eligibility and secure the balloting process.

12
13 (f) Immediately following the appointed hour for close of polls, the election
14 tellers shall deliver the ballot boxes, sign-in sheets and related materials to a
15 pre-determined location where the tally will then take place.

16
17 (g) All procedural matters relating to the site balloting process and tally shall
18 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
19 All candidates shall be permitted to appoint an observer at each site to observe the
20 balloting procedures, and each candidate or his/her representative shall be permitted to
21 observe the ballot tally.

22
23 (h) It shall require a plurality vote to elect an officer. Write-in votes shall not be
24 accepted. The official ballot tally shall be provided in writing to all candidates within five
25 working days, and shall be announced at the December Chapter meeting, where the
26 presiding officer shall officially declare the winning candidates or announce such other
27 action as may be necessary.

28
29 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
30 sheets, tally sheets and related election documents, including notices of nomination and
31 election, shall be retained by the Chapter Secretary for one (1) year, or until any and all
32 challenges to the election or charges of misconduct in running the election have been
33 resolved, whichever is the longer period.

34
35 **Section 5. Terms of Office:** Elected officers shall take office and assume
36 their duties on the January 1 following their election and shall continue to serve for
37 two (2) years or until their successors are elected, provided that any officer shall
38 automatically forfeit such office if they cease to be an Active member in good standing.

39
40 **Section 6. Vacancies:**

41
42 (a) A vacancy in the office of President shall be filled by the Vice President.
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1 (b) For vacancies in any other elected office, the Executive Board shall submit
2 its recommendation to fill the office in writing to the Chapter membership at least five
3 working days in advance of a designated Chapter meeting. Nominations from the floor
4 shall also be accepted at said meeting. If there are no nominations from the floor, the
5 Executive Board's candidate shall be declared elected. If nominations from the floor are
6 made, a secret ballot election shall be conducted among the Active members in good
7 standing present.
8
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10 **ARTICLE V**
11 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**
12

13 **Section 1. Executive Board:** The Executive Board shall have general
14 supervision of the affairs of the Chapter between the general membership meetings. It
15 shall transact the routine business of the Chapter as authorized and required herein,
16 prioritize and determine recommendations on matters requiring discussion and action
17 by the general membership, and perform such other duties as are specified in this
18 constitution. The Board shall be subject to the orders of the Chapter membership, and
19 none of its actions shall conflict with actions taken by the Chapter membership.
20

21 A report on all actions taken by the Executive Board shall be made to the
22 membership at the next regular or special Chapter meeting, with such actions subject to
23 membership ratification if appropriate.
24

25 Minutes of Chapter and Executive Board meetings shall be kept on file for at least
26 five years. Chapter financial records shall be kept on file for at least five years.
27

28 The Executive Board shall meet at the call of the President or at such times and
29 places designated by it; the President shall call a special meeting upon the written
30 request of a majority of the Board.
31

32 A majority of the members of the Executive Board shall constitute a quorum.
33

34 **Section 2. Duties of Officers, General:** Upon separation from office, an
35 officer shall immediately turn over to his/her successor or other properly designated
36 CSEA official all books, records, money and other effects of the Chapter in his/her
37 possession.
38

39 **Section 3. President:** The President shall:
40

41 (a) Be chairperson of the Executive Board, call and preside over all meetings
42 of the Chapter and Executive Board at which s/he is in attendance.
43

44 (b) Fix the time and place of meetings except as otherwise directed by the
45 membership.
46

47 (c) Set the agenda for Chapter meetings, as noted in Article VI.
48

1 (d) Appoint and direct the activities of the various committees, standing or
2 special, required by this constitution or established by the Executive Board, or as may
3 be ordered by vote of the membership, except as otherwise provided herein.
4

5 (e) Attend all regional presidents' meetings (RPMs) and such other meetings
6 as required by the Association or direction of the Chapter, and report back to the
7 Executive Board and Chapter membership at the next Chapter meeting, with
8 recommendations for Chapter action or as otherwise required.
9

10 (f) Perform such other duties as normally pertain to the office of President or
11 ordered by this constitution.
12

13 **Section 4. Vice President:** The Vice President shall:
14

15 (a) In the absence or disability of the President, possess all of the powers and
16 perform all of the duties in his/her stead.
17

18 (b) At all times assist the President in the performance of his/her duties.
19

20 (c) Assume the office of President if a vacancy occurs.
21

22 (d) Serve as Chairperson of the Membership Committee.
23

24 (e) Coordinate and direct the activities of the Site Representatives.
25

26 (f) In coordination with the Chief Union Steward, call and conduct periodic
27 meetings between the Site Representatives and Union Stewards to ensure an
28 appropriate level of communication and coordination between these two programs.
29

30 (g) Coordinate the activities of the standing committees.
31

32 (h) Perform such other duties as may be assigned by the President/Executive
33 Board or ordered by this constitution.
34

35 **Section 5. Secretary:** The Secretary shall:
36

37 (a) Keep an accurate record of all proceedings of Chapter and Executive
38 Board meetings, including an accurate roll of members and officers in attendance at
39 each.
40

41 (b) Keep an accurate roster of the officers of the Chapter and see that such
42 information is forwarded to the Association as required.
43

44 (c) Issue notices of all meetings of the Executive Board and Chapter
45 meetings, which shall include notice of matters for discussion at same.
46

47 (d) Notify members of all committees of their appointment/election.
48

1 (e) Have custody of all correspondence, official documents and historical
2 records of the Chapter, which shall be open at all times for the inspection of the
3 President or his/her agent and members of the Executive Board.
4

5 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
6 Association and the constitution of this Chapter and see that copies of same are
7 available for reference at all Executive Board and Chapter meetings, and available for
8 inspection by the general membership upon request.
9

10 (g) Perform such other duties as normally pertain to the office of Secretary or
11 as may be assigned by the President/Executive Board or ordered by this Constitution.
12

13 **Section 6. Treasurer:** The Treasurer shall:
14

15 (a) Receive all funds of the Chapter and keep and disburse same under the
16 direction of the President and as required by the Constitution & Bylaws of the
17 Association and this Chapter.
18

19 (b) Keep or cause to be kept regular books and full accounts which shall be
20 open at all times to inspection of the President or his/her agent and the Auditing
21 Committee.
22

23 (c) Provide access to all records, vouchers and statements to the Auditing
24 Committee for annual inspection at the close of each fiscal year.
25

26 (d) Report at each meeting of the Chapter as to the financial condition of the
27 treasury with a detailed statement of receipts and expenditures and accounts payable,
28 to include per capita dues/fees paid and owed to the Association if any.
29

30 (e) Prepare the annual PERB financial report to include the last day of the
31 fiscal year, and immediately submit same to the President for review and forwarding to
32 the Association, and the membership.
33

34 (f) Promptly forward membership applications and dues payments to the
35 Association. The Association shall send payroll deduction authorizations to the
36 appropriate district office for processing.
37

38 (g) Maintain an accurate record of members in good standing, and prepare
39 such monthly reports and remittances as may be required by the Association and
40 promptly forward to CSEA Headquarters within thirty days of request.
41

42 (h) Assist in preparation of the Chapter budget.
43

44 (i) Upon leaving office, sign such bank signature cards or other documents
45 necessary for the transfer of all Chapter accounts to the new Treasurer.
46

47 (j) Perform such other duties as normally pertain to the office of Treasurer or
48 as may be assigned by the President/Executive Board or ordered by this constitution.

1 **Section 7. Communications Officer:** The Communications Officer shall:
2

3 (a) Edit and distribute a newsletter or similar publication as may be authorized
4 by the Executive Board and the Chapter membership.

5
6 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
7 and official publications of the Association.

8
9 (c) Perform such other duties as normally pertain to the Communications
10 Officer or as may be assigned by the President/Executive Board or ordered by this
11 constitution.
12

13 **Section 8. Chief Union Steward:** The Chief Union Steward shall:
14

15 (a) Ensure that the Union Steward Program of the Chapter functions
16 according to the requirements set forth in this constitution, and maintain the necessary
17 records on matters of contract enforcement to permit the Chapter to effectively
18 represent bargaining unit employees.

19
20 (b) Process all grievances not settled at the immediate-supervisory level,
21 unless CSEA staff assistance is required.

22
23 (c) Serve as Chairperson of the Grievance Committee, and keep the
24 Executive Board informed on all grievance activity.
25

26 (d) In coordination with the Vice President, call and conduct periodic meetings
27 between the site representatives and union stewards to ensure an appropriate level of
28 communication and coordination between these two programs.
29

30 **Section 9. Immediate Past President:** The Immediate Past President shall
31 be a member of the Executive Board and perform such duties as may be assigned by
32 the President and/or the Executive Board.
33

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35 **ARTICLE VI**
36 **MEETINGS**
37

38 **Section 1.** Regular business meetings of this Chapter shall be held during the
39 months of September through June, inclusive. The schedule of such meetings shall be
40 established in January of each year for the succeeding twelve (12) month period and
41 shall be provided to the membership.
42

43 **Section 2.** Special meetings of the Chapter may be called by the Chapter
44 President as deemed necessary, or shall be called by a vote of 2/3 of the Executive
45 Board or upon petition to the President of 20% of the Chapter membership.
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1 **Section 3. Meeting Notices:**

2
3 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
4 shall precede all Chapter meetings at least five days in advance to allow members a
5 reasonable opportunity to attend. Said notice shall include a summary of the business to
6 be acted upon, and the time, date and place of the meeting.

7
8 (b) **Special Meetings.** Notice for special meetings shall include the specific
9 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
10 notice of less than five days, but not less than 24 hours in advance, may be given in an
11 emergency situation.

12
13 **Section 4.** Unless otherwise ordered by 2/3 vote of the members present, the
14 order of business at regular Chapter meetings shall be:

- 15
16 (1) Pledge of Allegiance to the Flag
17 (2) Approval of minutes of the previous meeting
18 (3) Communications
19 (4) Report of Executive Board actions
20 (5) Treasurer's report
21 (6) Committee reports
22 (a) Report of the Membership Committee/Recognition of New
23 Members
24 (b) Report of the Negotiating Committee
25 (c) Union Steward/Site Representative reports
26 (d) Other committees as required
27 (7) Unfinished business
28 (8) New business
29 (9) Good of the Order
30 (10) Adjournment

31
32 **Section 5. Quorum for Meetings:** It shall require at least ten (10) members
33 in good standing in attendance at any Chapter meeting for business to be conducted.
34
35

36 **ARTICLE VII**
37 **CONTROL OF FUNDS / BUDGET**

38
39 **Section 1.** All funds received shall be deposited in the name of Hartnell
40 Chapter No. 470, CSEA, in such bank or other financial institution as approved by the
41 Executive Board. The use of Chapter debit cards is strictly prohibited. No funds shall be
42 disbursed except by check, duly authorized and signed by the Treasurer and the
43 President. In the event of absence of, inability to act by, or vacancy in the office of
44 Treasurer, funds shall only be disbursed upon signature of the President and one of the
45 following: Vice President, Secretary.
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1 **Section 2.** The Executive Board shall prepare an annual budget for approval
2 of the Chapter membership no later than January of each year, which shall contain
3 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
4 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,
5 except that the Treasurer shall submit any single expenditure in excess of \$100 to the
6 Executive Board for prior approval. Any expenditures in excess of those approved in the
7 budget must have prior approval of the Chapter membership.
8
9

10 **ARTICLE VIII**
11 **COMMITTEES**
12

13 **Section 1. Standing Committees:** The following shall be the standing
14 committees of the Chapter: Auditing, Elections, Grievance, Membership, Negotiating,
15 Political Action. Unless otherwise specified herein, the President shall, as soon as
16 possible after January 1 of each year, appoint the chairpersons and members of the
17 standing committees, which appointment shall be subject to the ratification of the
18 Executive Board. The President shall determine the number of members to be
19 appointed to each, except as otherwise provided herein.
20

21 **Section 2. Ad Hoc Committees:** Such other committees as the President or
22 the Chapter membership may deem necessary to perform a specified task for the
23 welfare of the Chapter may be appointed. The President shall determine the
24 composition of such committees and the timelines for completion of their assigned
25 duties. Such ad hoc committees shall cease to function upon completion of their
26 specified task.
27

28 **Section 3.** The Vice President shall act as coordinator of all appointed
29 committees, and shall be Chairperson of the Membership Committee. The Chief Union
30 Steward shall be Chairperson of the Grievance Committee.
31

32 **Section 4.** The President shall be, ex-officio, a member of all committees,
33 except the Auditing and Elections Committees.
34

35 **Section 5. Quorum:** A majority of the members of any committee must be
36 present at any meeting to constitute a quorum.
37

38 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
39 committees shall be from January 1 until the end of the Chapter and fiscal year or until
40 their successors are appointed, provided that any committee member shall
41 automatically forfeit the office if they cease to be an Active member in good standing.
42

43 **Section 7. Negotiating Committee (Team):**
44

45 (a) The Negotiating Committee shall consist of the Chapter President or
46 his/her designee as Chairperson, plus three (3) representatives from the membership at
47 large.
48

1
2 (b) The committee members shall be elected by and from among the
3 members in good standing. The Chapter President shall set the time, date and place of
4 such election meeting, which shall be no later than December of the designated election
5 year. The Chapter President shall preside at said election meeting, at which
6 nominations will be taken and a secret ballot vote shall be conducted. All procedural
7 matters relating to this election, including timelines for notice to the affected members,
8 shall be in accordance with Association Policy 618.

9
10 (c) Term of office for the elected members shall commence upon their
11 election and continue for one (1) year or until their successors are elected. In the event
12 negotiations for any year are still in progress at the time of committee election, the
13 designated Negotiating Committee/Team shall remain in place until negotiations have
14 been completed and the contract ratified.

15
16 (d) Vacancies shall be filled by special election for the remainder of the
17 original term only.

18
19 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

20
21 (1) Research issues and prepare and submit initial bargaining
22 proposals (including proposals on reopeners) for review and approval of members in
23 good standing of the bargaining unit(s) prior to commencement of negotiations.

24
25 (2) Negotiate the contract (including reopeners and modifications) for
26 and on behalf of the Chapter with assistance from CSEA field staff.

27
28 (3) Keep the Executive Board and the membership informed on the
29 progress of negotiations and solicit membership input where advisable.

30
31 (4) Ensure that all bargained agreements are submitted for ratification
32 of the bargaining unit(s) in accordance with Article XIII of this constitution.

33
34 **Section 8. Auditing Committee:** It shall be the duty of this committee to
35 receive and audit the books and records of the Treasurer immediately after the close of
36 each fiscal year, and at such other times as may be directed by the President, and
37 report its findings to the Chapter membership.

38
39 **Section 9. Elections Committee:** It shall be the duty of this committee to
40 supervise and assist in the preparation, distribution, and counting of the ballots in all
41 elections (including contract ratifications) within the Chapter, and certify the results to
42 the Chapter President. In addition, the committee shall ensure that election procedures
43 are in accordance with applicable provisions of the Association's Constitution & Bylaws
44 and Policy, and this constitution.

1 **Section 10. Grievance Committee:**

2
3 (a) It shall be the duty of the Grievance Committee to supervise and assist the
4 operation of the Chapter's Union Steward program. The committee shall ensure that all
5 grievances are handled properly in their investigation and filing and consistent in their
6 resolution.

7
8 (b) The committee shall be empowered to review proposed settlements of
9 grievances undertaken by individual members of the bargaining unit (i.e., without
10 representation of a Union Steward or CSEA staff) to ensure they are resolved
11 consistent with provisions of the collective bargaining agreement.

12
13 (c) The committee shall review all grievances going beyond the immediate
14 supervisory level to determine whether CSEA staff assistance should be obtained. If
15 staff assistance is required, the President shall be so notified.

16
17 (d) The committee shall review all grievances being considered for arbitration
18 and recommend to the Executive Board whether each particular case should be
19 arbitrated.

20
21 **Section 11. Membership Committee:** It shall be the duty of this committee to
22 strive for 100% CSEA membership within the represented bargaining unit(s), and to
23 prepare and execute a program designed to secure new members and stimulate
24 membership attendance at Chapter meetings on an ongoing basis.

25
26 **Section 12. Political Action Committee:** It shall be the duty of this committee
27 to:

28
29 (a) Develop and implement a Chapter alert system designed for emergency
30 contact of the membership when immediate Chapter action is necessary on contract
31 matters, legislative and political issues, and other items of importance to the Association
32 and Chapter.

33
34 (b) Keep the members informed about the legislative program of the
35 Association, and may recommend to the Chapter membership legislative proposals it
36 deems desirable for submission to the Association's Legislative Committee for
37 consideration and inclusion in the Association's legislative program.

38
39 (c) Work cooperatively with the Political Action Coordinator (PAC),
40 appropriate staff and PACE and Legislative Committee area representatives in
41 furtherance of the Association's legislative and political goals, rendering regular reports
42 at Chapter meetings regarding the same and recommending any Chapter support or
43 activity it considers appropriate.

44
45 (d) Encourage all members to financially support PACE of CSEA and the
46 Victory Club, and educate the membership regarding the necessity for active
47 participation in the political process in accordance with Association and Chapter goals.

1 (e) Make recommendations to the Chapter membership regarding
2 endorsement of candidates for school board, in accordance with the following
3 procedures:
4

5 (1) The committee shall conduct a pre-screening of candidates to be
6 recommended for endorsement, through direct interviews or questionnaires sent to the
7 candidates. Following the pre-screening process, the committee shall present its
8 recommendations for endorsement at a designated Chapter meeting for action by the
9 Chapter membership. A majority vote shall be required for endorsement.
10

11 (2) Whenever possible, the committee shall arrange for a candidates'
12 forum to provide Chapter members an opportunity to hear and question the candidates
13 on relevant issues prior to hearing the committee's recommendation and the
14 endorsement vote being taken.
15

16 (f) The committee shall determine the amount of financial support, if any, to
17 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
18 such forms as may be required.
19

20 (g) The committee shall solicit volunteer activity by the Chapter membership
21 on behalf of endorsed candidates, and shall be responsible for coordinating and
22 directing such member activities.
23
24

25 **ARTICLE IX** 26 **UNION STEWARDS**

27
28 **Section 1. Election:** Union Stewards shall be elected to serve each school.
29 The Chapter President shall determine the number of stewards to be elected for each
30 area of representation.
31

32 (a) No later than December of the designated election year, the members in
33 good standing employed in each of the service areas designated above shall meet and
34 elect from among themselves their union steward(s). The Chapter President shall set
35 the time, date and place of such election meetings. The Chapter President shall preside
36 at said election meetings, at which nominations will be taken and a secret ballot vote
37 shall be conducted. All procedural matters relating to these elections, including timelines
38 for notice to the affected members, shall be in accordance with Association Policy 618.
39

40 **Section 2. Term of Office:** Term of office for union stewards shall be from the
41 January 1 following their election to the end of the Chapter and fiscal year, or until their
42 successors are elected, provided that any union steward shall automatically forfeit such
43 office if they cease to be an Active member in good standing employed within the
44 designated service area. Vacancies shall be filled by appointment of the President,
45 ratified by the Executive Board, from among the qualified members in good standing
46 employed within the affected service area, for the remainder of the original term only.
47
48

1 **Section 3. Duties.** The Union Steward(s) shall:
2

3 (a) Attend annual training sessions for Union Stewards provided by the
4 Association and/or other appropriate training as directed by the President.
5

6 (b) Attend periodic Site Representative/site council meetings as directed by
7 the Chief Union Steward.
8

9 (c) Educate bargaining unit employees about their rights under the contract
10 and determine how problems arising under the contract can best be handled.
11

12 (d) Act as the basic channel of communication between the employees and
13 the Chapter and relay specific member concerns to the Chapter's Negotiating
14 Committee for incorporation into the bargaining proposals.
15

16 (e) Investigate and prepare grievances for processing and handle grievances
17 at the immediate-supervisory level, and be present as required during other steps of the
18 grievance procedure.
19

20 (f) Immediately inform the Chief Union Steward of all grievances received;
21 immediately report to the Chief Union Steward the settlement of grievances processed
22 or the failure to settle within contractual timelines.
23

24 (g) Preserve the confidentiality of personal grievances, resolve differences
25 among the membership in grievance handling; maintain a file on all grievances handled
26 which shall be turned over to the Chief Union Steward upon completion.
27

28
29 **ARTICLE X**
30 **SITE REPRESENTATIVES**
31

32 **Section 1.** Site Representatives to serve each work site shall be appointed by
33 the President and ratified by the Executive Board.
34

35 **Section 2.** Site Representative duties shall be to:
36

37 (a) Recruit employees into CSEA membership and educate employees about
38 CSEA.
39

40 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
41 work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.
42

43 (c) Conduct periodic site-level meetings to keep the members informed of
44 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to
45 keep members informed of Association and/or Chapter activity regarding grievances,
46 PERB decisions, contract negotiations, legislative and political activity, and other
47 matters of importance.

1 (d) Relay member concerns to the appropriate Union Steward or other
2 Chapter officer.

3
4 (e) Attend Chapter meetings; attend training workshops and other seminars
5 as directed and approved by the Chapter President; attend joint Union Steward/Site
6 Representative (site council) meetings as may be called by the Chief Union Steward
7 and/or the Vice President.

8
9
10 **ARTICLE XI**
11 **RECALL OR REMOVAL FROM OFFICE**

12
13 **Section 1. Recall of Elected Offices**

14
15 (a) Any member of the Executive Board, Negotiating Committee and
16 conference delegates and alternates, may be recalled from office upon a 2/3 secret
17 ballot vote of Active members of the Chapter in good standing present and voting at a
18 meeting called for the purpose of a recall action. Union Stewards may be recalled from
19 office by a 2/3 secret ballot vote of the Active members in good standing of the school
20 from which the position was originally elected who are present and voting at a
21 designated meeting.

22
23 (b) Recall may be initiated by a petition of 2/3 of the Executive Board or 30%
24 of the members in good standing eligible to vote on the individual being recalled. The
25 petition shall state the specific reasons in support of the recall, and the petition shall be
26 presented to the Executive Board and to the individual.

27
28 (c) Upon receipt of the petition, the Executive Board shall arrange for a
29 special meeting to be held not less than 15 days nor more than 30 days following its
30 receipt, at which the charged person shall be afforded opportunity to rebut the charges,
31 including presentation and cross-examination of witnesses as may be appropriate, and
32 the secret ballot vote shall be conducted. Attendance at said meeting shall be restricted
33 to members of the Executive Board and members of the Chapter in good standing who
34 are eligible to vote on the particular recall action, authorized representatives of the
35 Association, and such witnesses as may be pertinent to the action. Notice specifying
36 time, date, and place and the specific nature/purpose of the meeting shall be issued to
37 those eligible for attendance at least ten (10) days in advance.

38
39 **Section 2. Removal of Appointed Offices**

40
41 (a) Any appointee of the President/Executive Board may be removed from
42 office by a 2/3 vote of the Executive Board, a quorum being present, provided such
43 person shall be provided at least five days advance notice of the reasons for removal
44 and the time, date and place where the Board will meet to vote on the matter. At said
45 meeting the member shall be afforded an opportunity to provide rebuttal argument prior
46 to the vote being taken.

1 (b) Any appointed committee chairperson or member failing to attend three
2 consecutive committee meetings, unless excused for cause, shall be automatically
3 removed from the committee.

4
5 **Section 3. Resignation from Office**

6
7 (a) A resignation by an elected officer is not effective until accepted by the
8 Active members in good standing present at a Chapter meeting.

9
10 (b) A resignation by any appointee of the President/Executive Board is not
11 effective until accepted by the President/Executive Board.

12
13
14 **ARTICLE XII**
15 **DELEGATES TO CONFERENCE**

16
17 **Section 1. Delegates:** Voting delegates to an annual conference of the
18 Association (and their alternates) shall be designated from among the Active members
19 in good standing as follows:

20
21 (a) The Chapter President.

22
23 (b) Additional delegates in such number as may be authorized by the Chapter
24 for attendance, but not to exceed the total number authorized by the Bylaws of the
25 Association, shall be elected as provided in Section 2 below.

26
27 **Section 2. Election:**

28
29 (a) Nominations for the authorized delegate positions, other than the
30 President, shall be taken at the regular Chapter meeting in February, and election shall
31 be by secret ballot at the regular Chapter meeting in March. Alternates in sufficient
32 numbers for each of the authorized delegates, to include an alternate for the President,
33 shall also be elected.

34
35 (b) Notification of nominations and election and all other procedural matters
36 relating to delegate and alternate election shall conform to Association Policy 618 and
37 shall be conducted under the supervision of the Elections Committee.

38
39 (c) In the event a delegate cannot attend, the Executive Board shall
40 determine which alternate shall replace the authorized delegate.

41
42 **Section 3. Responsibilities:** Delegates shall attend all conference business
43 and other sessions of importance to the Chapter. In addition, the delegates shall:

44
45 (a) Attend at least one orientation meeting at the regional or area level of the
46 Association concerning the resolutions to the upcoming conference, as directed by the
47 Executive Board.

1 (b) Provide written and oral reports on conference activities to the Chapter
2 membership at the first Chapter meeting following the conference.
3

4 (c) Submit a detailed report of expenditures to the Chapter Treasurer within
5 three weeks following the conference, and if an expense advance has been provided by
6 the Chapter, reimburse the Chapter treasury for advance funds not utilized for
7 authorized purposes.
8
9

10 **ARTICLE XIII** 11 **CONTRACT RATIFICATION** 12

13 **Section 1.** Contract ratification procedures will comply with the provisions of
14 Association Policy 610.
15

16 **Section 2. Initial Proposals:** 17

18 (a) The initial bargaining proposal will be determined by a vote of the
19 membership.
20

21 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
22 shall be submitted to the field director and labor relations representative for review.
23

24 **Section 3. Negotiated Agreement:** 25

26 (a) When the Negotiating Committee has negotiated a contract, tentative
27 agreement, or modifications to an existing contract, it shall immediately submit one copy
28 to the CSEA Labor Relations Representative assigned to service the Chapter, for
29 review by the Association prior to membership ratification.
30

31 (1) All contract modifications shall be submitted to the Labor Relations
32 Representative for review by the Association. However, membership ratification shall
33 not be required for those items listed as exceptions to the definition of "modifications"
34 within the provisions of Association Policy 610, unless they are included as part of
35 contract re-opener negotiations.
36

37 **Section 4. Ratification Procedures:** 38

39 (a) A copy of the tentative agreement or a summary of the tentative
40 agreement, and a statement as to whether the Negotiating Committee is recommending
41 ratification of the agreement, shall be provided each CSEA member of the bargaining
42 unit(s) prior to the "contract information" meetings noted below. If a summary only is
43 provided, copies of the tentative agreement containing the exact language of the
44 proposal shall be available for review at said meeting(s).
45

46 (b) The Chapter President shall set the date, time and place for one or more
47 "contract information" meetings, which shall be open to attendance by all employees
48 within the bargaining unit(s), whether or not they are CSEA members.

1 (c) Notice of the "contract information" meeting(s) shall be issued to all
2 bargaining unit employees no later than five working days in advance of the scheduled
3 date. Distribution of said meeting notice(s) shall be at the discretion of the Chapter
4 President, utilizing any of the following methods, which it determines to be most
5 efficient:

6 (1) To individual bargaining unit employees utilizing the U.S. mail or
7 the employer's mail system;

8
9 (2) Distribution by site representatives or others;

10
11 (3) Posting in prominent locations at each work site.
12

13 **Exception to the above:** The Association's Executive Director, or designee,
14 may approve a notice period of less than five working days upon request of the Chapter
15 President, if it is deemed an expedited ratification is advisable.
16

17 (d) **Conduct of Informational Meeting(s):**
18

19 (1) The Negotiating Committee shall review the provisions of the
20 tentative agreement and indicate its recommendations for ratification or rejection and
21 reasons therefore.
22

23 (2) If the Association recommends rejection of the tentative agreement,
24 an Association representative shall be in attendance at the meeting and shall be
25 provided ample opportunity to outline the recommendation for rejection and the reasons
26 therefore.
27

28 (3) Polls for voting shall not be opened until the period for discussion, debate,
29 and answering of questions has begun. Non-CSEA members of the bargaining unit(s) in
30 attendance shall be granted the right to participate in the discussion and debate. They
31 shall not, however, have the right to make motions or vote.
32

33 (e) **Ratification Vote:**
34

35 (1) The ratification vote shall be conducted by secret ballot at
36 designated voting sites. The location and number of voting sites and the date and times
37 for conducting the balloting shall be as determined by the Chapter President, except
38 that the balloting shall not be earlier than the day following the informational meeting(s).
39

40 (2) Only Active CSEA members in good standing employed within the
41 bargaining unit(s) shall be entitled to vote. Members shall be notified of the date, time(s)
42 and location where the balloting will be conducted for their designated site. Such notice
43 shall be issued at least five (5) working days in advance unless an exception is granted
44 by the Association's Executive Director under provisions of Policy 610.
45

46 (3) The balloting process and vote tally shall be conducted in
47 accordance with procedures proscribed by Association Policy 610. It shall require a
48 majority vote to ratify.

1 (4) The results of the balloting shall be provided to the membership no
2 later than five days following the vote tally, and shall be announced at the next following
3 Chapter meeting.
4

5 **Section 5. Executed Agreement:** Every Collective Bargaining Agreement
6 shall be executed by both the Association and appropriate representatives of this
7 Chapter. No contract shall be valid which has not been ratified by the Chapter
8 membership.
9

10
11 **ARTICLE XIV**
12 **CONCERTED ACTIVITIES**
13

14 **Section 1.** No concerted withholding of service shall be instituted by this
15 Chapter unless such concerted action has been approved at a regular or special
16 membership meeting, advance notice having been given, by secret ballot vote of not
17 less than 65% of the Active members in good standing present and voting; and approval
18 for such concerted activity has been granted by the Association's Board of Directors.
19

20 **Section 2.** If the dispute relates to contract negotiations, no concerted
21 withholding of service shall be instituted unless the last offer of the employer has been
22 submitted to the Chapter membership in accordance with Article XIII of this constitution
23 and has been rejected, and the requirements of Section 1 above shall have been met.
24

25
26 **ARTICLE XV**
27 **AMENDMENTS TO CONSTITUTION**
28

29 **Section 1.** This Constitution shall at all times conform to all provisions of the
30 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
31 Association Constitution & Bylaws and/or Policy shall prevail.
32

33 **Section 2.** Any member in good standing of the Chapter (or the Executive
34 Board) may submit a written proposal to amend this constitution (containing the exact
35 text of the proposed change) at any Chapter meeting, which shall constitute a first
36 reading. The Chapter President shall then cause the proposed amendment(s) to be
37 placed on the agenda of the next regular or a special Chapter meeting where the matter
38 will be read a second time and acted upon, and shall cause written notification of the
39 proposed amendment(s) and the date, time, and place of the designated Chapter
40 meeting to be issued to all members in good standing at least ten days in advance of
41 said meeting. Said notification shall include at least a written summary of the proposed
42 changes. The exact text of the proposed changes shall be made available for review by
43 members upon request prior to the second reading if not provided with said notification,
44 and shall be distributed to all members in attendance at the second reading.
45
46
47
48

1 **Section 3.** Approval by 2/3 of the Active members in good standing present
2 and voting at the second reading shall be required to adopt the amendment(s). If the
3 amendment relates to a revision of Chapter dues, the vote shall be conducted by secret
4 ballot.

5
6 **Section 4.** All amendments shall be submitted to the Association's Executive
7 Director immediately following their adoption by the Chapter. **No amendment shall**
8 **become operative until approved by the Executive Director, or designee, or action**
9 **of the Association's Board of Directors in accordance with Article III, Section 8 of**
10 **the Association's Constitution.**

11
12
13 **ARTICLE XVI**
14 **DISBANDMENT OF CHAPTER**

15
16 **Section 1.** Should the Chapter disband for any reason, all financial accounts
17 shall be transferred to the control of the Association, and a final audit of the financial
18 books and records of the Chapter shall be made in conjunction with the Association's
19 Financial Analyst/Auditor. Upon conclusion and certification of such audit, final
20 distribution of funds shall be as follows:

- 21
22 (a) All outstanding obligations of the Chapter shall be promptly paid.
23
24 (b) All funds due and owing the Association shall be promptly remitted to the
25 Association's general fund.
26
27 (c) Funds then remaining shall then be distributed for purposes as
28 appropriate and authorized in accordance with provisions contained in Association
29 Policy 612.

30
31
32 **ARTICLE XVII**
33 **PARLIAMENTARY AUTHORITY**

34
35 The rules contained in the current edition of *Robert's Rules of Order, Newly*
36 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this
37 constitution, the Constitution & Bylaws or Policy of the Association, and any special
38 rules the Chapter may adopt.

39
40
41 **ARTICLE XVIII**
42 **FISCAL YEAR**

43
44 The fiscal year of this Chapter shall extend from January 1 through December
45 31, inclusive.

1
2 **ARTICLE XIX**
3 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**

4 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by
5 the President and ratified by the Executive Board.

6
7 **Section 2.** His/her duties shall be to:

8
9 (a) Direct Chapter members to the right sources so they receive the best
10 retirement information available.

11
12 (b) Attend Chapter meetings and training workshops/seminars as directed
13 and approved by the Chapter President.

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