

**CONSTITUTION OF
Hartnell Chapter No. 470, CSEA
Adopted July 1986
Latest Revision December 19, 2025
Association Approval March 13, 2026**

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: March 13, 2026

By: *Christine Tucker* 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 half (1/2) the rate required of them as an Active
12 member at the time the leave or placement on the reemployment list occurred. Such
13 dues shall be paid annually in advance, or for the number of months of the approved
14 leave if less than one (1) year. Such members shall be eligible to continue to receive
15 such membership benefits as are generally made available to the Active membership,
16 unless specifically excluded by contract. They shall not, however, be accorded voice or
17 vote in Chapter or 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
23 electronically. They shall not otherwise be accorded voice, vote or other participation in
24 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 directly to the Chapter Treasurer. Such members shall
31 be 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, the 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.
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1 **Section 3. Membership "In Good Standing"**
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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 the
8 member pays 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 ten (10) working 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 **Section 4. Delinquency & Resignation:**
40

41 (a) Members who no longer wish to retain that status may resign CSEA
42 membership by providing a ten (10) working day advance written notification to the
43 Area's 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 their social
45 security number, and CSEA ID or Employee ID number.
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1 (b) Any member failing to pay all dues owed for fifty (50) working days shall
2 be 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.

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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 twenty-five (25)
38 working days following membership application for new members after September.
39 Such annual payments shall be as calculated by the Association's Accounting Office in
40 accordance with the Association's Bylaws.

41
42 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
43 Chapter shall be \$60.00 per year, 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 (1) nominee for an office, the Elections
2 Committee, as selected pursuant to Article VIII of the constitution, shall oversee the
3 election process and retrieve the results of the online balloting. All procedural matters
4 relating to the online balloting process and tally shall be conducted in accordance with
5 Association Policy 618.
6

7 (1) The Elections Committee shall request an online ballot from the
8 CSEA Executive Department. Upon verification that the online ballot is available, the
9 Elections Committee shall prepare an election notice. Each notice shall include the
10 appropriate information needed to cast an online ballot, such as the dates of balloting,
11 instructions on how to access the online ballot via the internet, the member's
12 identification and password code.
13

14 (e) The Chapter President shall set the dates for online balloting, which shall
15 begin no sooner than December 1. The online balloting shall be available on the same
16 day the election notice is mailed and shall remain open until the date set to close.
17

18 (f) The election notice shall be sent at least five (5) working days in advance
19 of the date set for online balloting to close. Notice must be mailed via U.S. First Class
20 mail to each CSEA member in good standing who is eligible to vote in the election at
21 their last known home address, except that notice may be e-mailed to such members
22 who have an e-mail address on file with the chapter.
23

24 (g) The Chapter President shall provide advance notice to all candidates so
25 that they or their representative may be present to observe the entire balloting process,
26 including the preparation and distribution of the online election notices.
27

28 (h) It shall require a plurality vote to elect. If a tie exists, the election shall be
29 determined by lot (draw) between the tied candidates. Write-in votes shall not be
30 accepted. The official ballot tally shall be provided in writing to all candidates and
31 notices posted accessible to all Chapter members within five (5) working days and shall
32 be announced at the next following Chapter meeting at which the presiding officer shall
33 officially declare the winning candidates or announce such other action as may be
34 necessary.
35

36 (i) All election documents, including notices of nomination and election
37 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
38 all challenges to the election or charges of misconduct in running the election have
39 been resolved, whichever is the longer period.
40

41 **Section 5. Terms of Office:** Elected officers shall take office and assume
42 their duties on the January 1 following their election and shall continue to serve for two
43 (2) years or until their successors are elected, provided that any officer shall
44 automatically forfeit such office if they cease to be an Active member in good standing.
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1 **Section 6. Vacancies:**

2
3 (a) A vacancy in the office of President shall be filled by the Vice President.

4
5 (b) For vacancies in any other elected office, the Executive Board shall submit
6 its recommendation to fill the office in writing to the Chapter membership at least five (5)
7 working days in advance of a designated Chapter meeting. Nominations shall be
8 accepted from the floor at said meeting, or in writing at least two (2) days prior to the
9 meeting. If there are no nominations, the Executive Board's candidate shall be declared
10 elected. If nominations are made, a secret ballot election shall be conducted among the
11 Active members in good standing present.

12
13 **Section 7. Values, Ethics, and Chapter Reputation:**

14
15 (a) This Chapter and its elected and appointed officers and representatives
16 (“leaders” or “leadership”) shall follow, promote, and uphold the CSEA Values as
17 adopted by the Association Board of Directors: Empowerment, Inclusivity, Respect,
18 Transparency, and Innovation, and any Association values subsequently adopted.

19
20 (b) This Chapter and its leadership shall follow, promote, and uphold these
21 values as our own: Communication, Safety, Equity, and Accountability.

22
23 (c) This Chapter and its leadership shall follow, promote, and uphold the
24 CSEA Code of Ethics (Document 2002) and refrain from offenses described in Policy
25 613 (Member Disciplinary Action).

26
27 (d) Chapter leaders shall be objective and impartial in executing their duties,
28 promote fairness and avoid conflicts of interest, and reach out to the Chapter President,
29 Labor Relations Representative, Regional Representative, or Association whenever
30 they have questions or are unsure how best to proceed.

31
32 (e) Chapter leaders shall respond to inquiries in a timely manner, consider
33 different viewpoints when making decisions, participate in dialogue and discussion, and
34 subject themselves to review from time to time. Constructive criticism and critique of
35 Chapter leaders must be tolerated, but no one, member or otherwise, shall be subject to
36 or treated with disdain or abuse.

37
38 (f) Chapter leaders shall not engage in actions that go against Association
39 policy or this Constitution, nor act in prolonged secrecy or silence, nor act maliciously
40 against individual members or the membership as a whole.

41
42 (g) Chapter leaders shall not act in any manner which disparages or harms
43 the reputation of CSEA, the Association, or this Chapter; or that creates division or strife
44 between leaders and members; or that is detrimental to our ability to assist, cooperate
45 with, or partner with members, fellow employees, other bargaining units, organized
46 labor allies, our students, or the communities in which we live and work.

47
48 (h) Ensuring Due Process: Concerns about officer conduct or failure to uphold
49 the principles above shall be referred to the Association under Policy 613.

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2 **ARTICLE V**
3 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

4 **Section 1. Executive Board:** The Executive Board shall have general
5 supervision of the affairs of the Chapter between the general membership meetings. It
6 shall transact the routine business of the Chapter as authorized and required herein,
7 prioritize and determine recommendations on matters requiring discussion and action
8 by the general membership, and perform such other duties as are specified in this
9 constitution. The Board shall be subject to the orders of the Chapter membership, and
10 none of its actions shall conflict with actions taken by the Chapter membership.

11
12 A report on all actions taken by the Executive Board shall be made to the
13 membership at the next regular or special Chapter meeting, with such actions subject to
14 membership ratification if appropriate.

15
16 Minutes of Chapter and Executive Board meetings shall be kept on file for at
17 least five (5) years. Chapter financial records shall be kept on file for at least five (5)
18 years.

19
20 The Executive Board shall meet at the call of the President or at such times and
21 places designated by it; the President shall call a special meeting upon the written
22 request of a majority of the Board.

23
24 A majority of the members of the Executive Board shall constitute a quorum.

25
26 **Section 2. Duties of Officers, General:** Upon separation from office, an
27 officer shall immediately turn over to the successor or other properly designated CSEA
28 official all books, records, money and other effects of the Chapter in the possession of
29 the separating officer.

30
31 **Section 3. President:** The President shall:

32
33 (a) Be chairperson of the Executive Board, call and preside over all meetings
34 of the Chapter and Executive Board at which the President is in attendance.

35
36 (b) Fix the time and place of meetings except as otherwise directed by the
37 membership.

38
39 (c) Set the agenda for Chapter meetings, as noted in Article VI.

40
41 (d) Appoint and direct the activities of the various committees, standing or
42 special, required by this constitution or established by the Executive Board, or as may
43 be ordered by vote of the membership, except as otherwise provided herein.

44
45 (e) Attend all regional presidents' meetings (RPMs) and such other meetings
46 as required by the Association or direction of the Chapter, and report back to the
47 Executive Board and Chapter membership at the next Chapter meeting, with
48 recommendations for Chapter action or as otherwise required.
49

1 (f) Serve as a member of the Membership Committee, and promote and
2 participate in membership recruitment activity to build the union.

3
4 (g) Represent the Chapter at the Employer-Employee Relations Committee
5 (EERC).

6
7 (h) With the Vice President or designee, represent the Chapter at the
8 Governance Committee and collaborate with classified staff leaders of similar rank.

9
10 (i) Collaborate with fellow union leaders of similar rank.

11
12 (j) Attend District Board of Trustee meetings whenever possible.

13
14 (k) Perform such other duties as normally pertain to the office of President or
15 ordered by this constitution.

16
17 **Section 4. Vice President:** The Vice President shall:

18
19 (a) In the absence or disability of the President, possess all of the powers and
20 perform all of the duties of the President.

21
22 (b) At all times assist the President in the performance of their duties.

23
24 (c) Assume the office of President if a vacancy occurs.

25
26 (d) Serve as Chairperson of the Membership Committee, and promote and
27 participate in membership recruitment activity to build the union.

28
29 (e) Coordinate and direct the activities of the Site Representatives.

30
31 (f) In coordination with the Chief Union Steward, call and conduct periodic
32 meetings between the Site Representatives and Union Stewards to ensure an
33 appropriate level of communication and coordination between these two (2) programs.

34
35 (g) Coordinate the activities of the standing committees.

36
37 (h) Perform such other duties as may be assigned by the President/Executive
38 Board or ordered by this constitution.

39
40 **Section 5. Secretary:** The Secretary shall:

41
42 (a) Keep an accurate record of all proceedings of Chapter and Executive
43 Board meetings, including an accurate roll of members and officers in attendance at
44 each.

45
46 (b) Keep an accurate roster of the officers of the Chapter and see that such
47 information is forwarded to the Association as required.

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

3
4 (d) Notify members of all committees of their appointment/election.

5
6 (e) Have custody of all correspondence, official documents and historical
7 records of the Chapter, which shall be open at all times for the inspection of the
8 President or their agent and members of the Executive Board.

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

14
15 (g) Serve as a member of the Membership Committee, and promote and
16 participate in membership recruitment activity to build the union.

17
18 (h) Serve as Chairperson of the Political Action Committee.

19
20 (i) Perform such other duties as normally pertain to the office of Secretary or
21 as may be assigned by the President/Executive Board or ordered by this Constitution.

22
23 **Section 6. Treasurer:** The Treasurer shall:

24
25 (a) Receive all funds of the Chapter and keep and disburse the same under
26 the direction of the President and as required by the Constitution & Bylaws of the
27 Association and this Chapter. Inform the Association at chapter-financials@csea.com
28 prior to any changes in the financial institution(s) utilized by the Chapter.

29
30 (b) Keep or cause to be kept regular books and full accounts which shall be
31 open at all times to inspection of the President or their agent and the Auditing
32 Committee.

33
34 (c) Provide access to all records, vouchers and statements to the Auditing
35 Committee for annual inspection at the close of each fiscal year.

36
37 (d) Report at each meeting of the Executive Board and Chapter as to the
38 financial condition of the treasury with a detailed statement of receipts and expenditures
39 and accounts payable, to include where the Chapter holds its treasury, and per capita
40 dues/fees paid and owed to the Association if any. The report to the Executive Board
41 shall also include copies of the bank statement(s)/reconciliation(s).

42
43 (e) Prepare the annual financial report to include the last day of the fiscal
44 year, and immediately submit the same to the President for review and forwarding to the
45 Association, and the membership.

46
47 (f) Promptly forward membership applications and dues payments to the
48 Association. The Association shall send payroll deduction authorizations to the
49 appropriate district office for processing.

1 (g) Maintain an accurate record of members in good standing, and prepare
2 such monthly reports and remittances as may be required by the Association and
3 promptly forward to CSEA Headquarters within twenty-five (25) working days of request.
4

5 (h) Assist in preparation of the Chapter budget.
6

7 (i) Upon leaving office, sign such bank signature cards or other documents
8 necessary for the transfer of all Chapter accounts to the new Treasurer.
9

10 (j) Serve as a member of the Membership Committee, and promote and
11 participate in membership recruitment activity to build the union.
12

13 (k) Perform such other duties as normally pertain to the office of Treasurer or
14 as may be assigned by the President/Executive Board or ordered by this constitution.
15

16 **Section 7. Communications Officer:** The Communications Officer shall:
17

18 (a) Edit and distribute a newsletter or similar publication as may be authorized
19 by the Executive Board and the Chapter membership.
20

21 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
22 and official publications of the Association.
23

24 (c) Serve as administrator of the Chapter website(s), social media account(s),
25 and electronic distribution list(s).
26

27 (d) Recruit members to a Communications Team to assist with the
28 development of new content.
29

30 (e) Serve as liaison between event planning committees (e.g. Classified
31 School Employees Week) and the Executive Board.
32

33 (f) Serve as a member of the Membership Committee, and promote and
34 participate in membership recruitment activity to build the union.
35

36 (g) Perform such other duties as normally pertain to the Communications
37 Officer or as may be assigned by the President/Executive Board or ordered by this
38 constitution.
39

40 **Section 8. Chief Union Steward:** The Chief Union Steward (also known as
41 the Chief, Chief Investigator, Grievance Officer, or CSEA Rights Officer) shall:
42

43 (a) Ensure that the Union Steward Program of the Chapter functions
44 according to the requirements set forth in this Constitution, and maintain the necessary
45 records on matters of contract enforcement to permit the Chapter to effectively
46 represent bargaining unit employees.
47

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

1 (c) Serve as Chairperson of the Grievance Committee, and keep the
2 Executive Board informed on all grievance activity.

3
4 (d) In coordination with the Vice President, call and conduct periodic meetings
5 between the site representatives and union stewards to ensure an appropriate level of
6 communication and coordination between these two (2) programs.

7
8 (e) Serve as a member of the Membership Committee, and promote and
9 participate in membership recruitment activity to build the union.

10
11 (f) Perform such other duties as may be assigned by the President/Executive
12 Board or ordered by this Constitution.

13
14 **Section 9. Worksite Affairs Officer:** The Worksite Affairs Officer shall:

15
16 (a) While respecting Chapter priorities, keep the Executive Board aware of
17 the concerns and interests of members assigned to:

18
19 (1) Satellite campuses.

20
21 (2) Education centers.

22
23 (3) Surrounding Community worksites (e.g., correctional facilities, high
24 schools, outreach offices).

25
26 (4) Classifications/positions that travel frequently and/or long distances
27 from their worksite.

28
29 (5) Worksites where remote work is performed.

30
31 (6) Unique or uncommon situations.

32
33 (7) Any other worksite or assignment identified by the
34 President/Executive Board as an area of concern, focus, growth, or opportunity.

35
36 (b) Ensure that these members' needs are well represented in the decision
37 making process.

38
39 (c) Ensure that concerns regarding mileage, travel, and worksites, from these
40 and other areas, are documented and addressed by Chapter leadership.

41
42 (d) Serve as Vice Chairperson of the Grievance Committee, or Chair in the
43 absence or disability of the Chief Union Steward.

44
45 (e) Perform such other duties as may be assigned by the President/Executive
46 Board or ordered by this Constitution.

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1 (b) **Special Meetings.** Notice for special meetings shall include the specific
2 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
3 notice of less than five (5) working days, but not less than twenty-four (24) hours in
4 advance, may be given in an emergency situation.
5

6 **Section 4. Electronic Meeting.** Meetings of the Chapter may be conducted
7 through use of Internet meeting services designated by the President that support
8 voting, support visible displays identifying those participating, identifying those seeking
9 recognition to speak, showing (or permitting the retrieval of) the text of pending motions,
10 and showing the results of votes.
11

12 Meetings of the Chapter may be held electronically when the Chapter President
13 has obtained consent from two-thirds (2/3) of the Executive Board; or, in the case of
14 Special Meetings, when so directed by those calling the special meeting. Meetings held
15 electronically shall be subject to the following rules:
16

17 (a) **Meeting notices:** Appropriate login information necessary to connect to
18 the meeting and information on how to participate in the meeting shall be included in the
19 meeting notice including phone login information to participate aurally by telephone.
20 Members joining by phone should announce themselves at the direction of the chair at
21 the first opportunity.
22

23 (b) **Voting:** Votes shall be taken by the voting feature of the Internet meeting
24 service, unless a different method such as a roll call or raised hand vote is approved by
25 the members. Members participating by phone only shall vote by roll call at the direction
26 of the chair. Internet meeting service shall not be used for secret ballot votes.
27

28 (c) **Obtaining the floor or interrupting a member:** A member has the floor
29 and may unmute once recognized by the chair. A member may only interrupt a speaker
30 for a specific motion or request which under the rules permits a member to do so. A
31 member who intends to make such a motion or request shall so indicate to the chair and
32 then shall wait a reasonable time for the chair's instructions before attempting to
33 interrupt the speaker by voice.
34

35 (d) **Member participation and forced disconnections:** All chapter members
36 in attendance have the right to participate in the meeting including making motions and
37 speaking in debate. However, the chair may cause or direct the muting or disconnection
38 of a member's connection if it is causing interference with the meeting (such as
39 interrupting other members when not permitted by the rules or when not recognized by
40 the chair or if there is repeated, disruptive background noise). The chair's decision to do
41 so must be announced to all participants prior to any action taken and is subject only to
42 an undebatable appeal that can be made by any member present. To be in order, the
43 appeal must be made immediately, before business moves onto the next subject. If
44 appealed, a majority vote of members present is required to overturn the decision of the
45 chair.
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1 (e) **Technical requirements:** Each member is responsible for their own audio
2 and Internet connections. No action shall be invalidated on the grounds that the loss of,
3 or poor quality of, a member's individual connection prevented participation in the
4 meeting.

5
6 **Section 5.** Unless otherwise ordered by two-thirds (2/3) vote of the members
7 present, the order of business at regular Chapter meetings shall be:

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

25 **Section 6. Quorum for Meetings:** It shall require at least ten (10) members
26 in good standing in attendance at any Chapter meeting for business to be conducted.
27
28

29 **ARTICLE VII**
30 **CONTROL OF FUNDS / BUDGET**
31

32 **Section 1.** All funds received shall be deposited in the name of Hartnell
33 Chapter No. 470, CSEA, in such bank or other financial institution as approved by the
34 Executive Board. The use of chapter credit cards is strictly prohibited. No funds shall be
35 disbursed except by check or debit card, duly authorized with each receipt signed by the
36 Treasurer and the President. The physical possession of the debit card shall be limited
37 to the Treasurer or President, and under no circumstances shall the card be used for
38 personal transactions, ATM withdrawals, or cash advances.
39

40 In the event of absence of, inability to act by, or vacancy in the office of
41 Treasurer, funds shall only be disbursed upon signature of the President and one (1) of
42 the following: Vice President, Secretary. The Executive Board shall provide the
43 Association with the name and location of the chapter bank or financial institution,
44 including any changes thereto, at chapter-financials@csea.com. Chapter financial
45 practices shall conform to Association Policy 627.
46
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1 **Section 5. Quorum:** A majority of the members of any committee must be
2 present at any meeting to constitute a quorum.

3
4 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
5 committees shall be from January 1 until the end of the Chapter and fiscal year or until
6 their successors are appointed, provided that any committee member shall
7 automatically forfeit the office if they cease to be an Active member in good standing.

8
9 **Section 7. Auditing Committee:** It shall be the duty of this committee to
10 receive and audit the books and records of the Treasurer immediately after the close of
11 each fiscal year, and at such other times as may be directed by the President, and
12 report its findings to the Chapter membership.

13
14 **Section 8. Elections Committee:** It shall be the duty of this committee to
15 supervise and assist in the preparation, distribution, and counting of the ballots in all
16 elections (including contract ratifications) within the Chapter, and certify the results to
17 the Chapter President. In addition, the committee shall ensure that election procedures
18 are in accordance with applicable provisions of the Association's Constitution & Bylaws
19 and Policy, and this Constitution.

20
21 **Section 9. Governance Committee:**

22
23 (a) As per the Hartnell College Governance Charter, the Chapter President of
24 CSEA shall serve as the Tri-Lead representing all classified staff on the Hartnell College
25 Council, the most senior governing body.

26
27 (b) The Chapter shall establish a Governance Committee (also known as the
28 Classified Staff Participatory Governance Committee) to fulfill its governance obligations
29 and coordinate governance activities.

30
31 (c) Staff leaders from each classified staff constituency (bargaining unit or
32 group) shall meet from time to time to select and appoint representatives and alternates
33 to councils and subcommittees (as per the Charter), and discuss topics pertaining to
34 governance.

35
36 (d) The President and Vice President (or designee) shall serve on the
37 Governance Committee. Other Committee members representing CSEA may be
38 appointed by the President subject to ratification by the Executive Board. Classified staff
39 constituencies other than CSEA will appoint their own Committee members by their own
40 means.

41
42 (e) Committee members representing CSEA should establish and maintain
43 constructive relationships and open communication with fellow staff leaders to ensure
44 governance is constructive, productive, and successful, and that the voices of classified
45 staff are being and continue to be heard at the College.

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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 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 10. Membership Committee:** It shall be the duty of this committee to
22 strive for one hundred percent (100%) CSEA membership within the chapter, to develop
23 and execute a program designed to secure new members especially at new employee
24 orientations, and stimulate membership attendance at Chapter meetings on an ongoing
25 basis. All members of the Executive Board shall serve as members of this committee in
26 addition to any other members appointed.
27

28 **Section 11. Negotiating Committee (Team):**
29

30 (a) The Negotiating Committee shall consist of the Chapter President or their
31 designee as Chairperson, plus four (4) representatives from the membership at large
32 (known as "Negotiators"). The Committee shall also appoint a Secretary, whose duties
33 will be determined by the Chair/Committee, by a simple majority vote.
34

35 (b) The committee members shall be elected by and from among the
36 members in good standing. The Chapter President shall set the time, date and place of
37 such election meeting, which shall be no later than December of the designated election
38 year. The Chapter President shall preside at said election meeting, at which
39 nominations will be taken and a secret ballot vote shall be conducted. All procedural
40 matters relating to this election, including timelines for notice to the affected members,
41 shall be in accordance with Association Policy 618.
42

43 (c) Terms of office for the elected members shall commence upon their
44 election and continue for two (2) years or until their successors are elected. In the event
45 negotiations for any year are still in progress at the time of committee election, the
46 designated Negotiating Committee/Team shall remain in place until negotiations have
47 been completed and the contract ratified.
48
49

1 (d) Vacancies shall be filled by special election for the remainder of the
2 original term only. A Negotiator position shall be considered vacant when a member
3 resigns from the negotiating team, separates from employment, or experiences a long-
4 term absence such that they are unable to perform their duties during the bargaining
5 cycle. A vacancy shall be declared by a majority vote of the remaining Negotiators,
6 subject to concurrent by the Chapter Executive Board. The CSEA Labor Relations
7 Representative may be consulted for advice but shall not have a determining vote. The
8 vacancy shall be filled by the next available alternate from the pool until no alternates
9 remain; the Chapter President shall then call a special election.

10
11 **Alternates:** The top three (3) runners-up who ran for election as Negotiators
12 shall be placed in an alternate pool. An alternate shall be called to serve only in the
13 case of a prolonged absence of a Negotiator (e.g., illness, injury, or other approved
14 leave) that prevents active participation in negotiations. The Vice President shall serve
15 as alternate for the President in the event of a prolonged absence as described above.
16 Alternates shall not participate formally in negotiations or attend sessions with the
17 District unless officially called to fill a temporary vacancy and will return to the pool once
18 the permanent Negotiator returns.

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

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

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

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

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

34
35 **Section 12. Political Action Committee:** The Political Action Committee shall:

36
37 (a) Develop and implement a Chapter alert system designed for emergency
38 contact of the membership when immediate Chapter action is necessary on contract
39 matters, legislative and political issues, and other items of importance to the Association
40 and Chapter.

41
42 (b) Keep the members informed about the legislative program of the
43 Association, and may recommend to the Chapter membership legislative proposals it
44 deems desirable for submission to the Association's Legislative Committee for
45 consideration and inclusion in the Association's legislative program.

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1 (c) Work cooperatively with the Political Action Coordinator (PAC),
2 appropriate staff and PACE and Legislative Committee area representatives in
3 furtherance of the Association's legislative and political goals, rendering regular reports
4 at Chapter meetings regarding the same and recommending any Chapter support or
5 activity it considers appropriate.
6

7 (d) Encourage all members to financially support PACE of CSEA and the
8 Victory Club, and educate the membership regarding the necessity for active
9 participation in the political process in accordance with Association and Chapter goals.
10

11 (e) Make recommendations to the Chapter membership regarding
12 endorsement of candidates for school board, in accordance with the following
13 procedures:
14

15 (1) The committee shall conduct a pre-screening of candidates to be
16 recommended for endorsement, through direct interviews or questionnaires sent to the
17 candidates. Following the pre-screening process, the committee shall present its
18 recommendations for endorsement at a designated Chapter meeting for action by the
19 Chapter membership. A majority vote shall be required for endorsement.
20

21 (2) Whenever possible, the committee shall arrange for a candidates'
22 forum to provide Chapter members an opportunity to hear and question the candidates
23 on relevant issues prior to hearing the committee's recommendation and the
24 endorsement vote being taken.
25

26 (f) The committee shall determine the amount of financial support, if any, to
27 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
28 such forms as may be required.
29

30 (g) The committee shall solicit volunteer activity by the Chapter membership
31 on behalf of endorsed candidates, and shall be responsible for coordinating and
32 directing such member activities.
33
34

35 **ARTICLE IX**

36 **UNION STEWARDS**

37

38 **Section 1. Election:** Union Stewards shall be elected to serve each school.
39 The Chapter President shall determine the number of stewards to be elected for each
40 area of representation.
41

42 (a) No later than December of the designated election year, the members in
43 good standing employed in each of the service areas designated above shall meet and
44 elect from among themselves their union steward(s). The Chapter President shall set
45 the time, date and place of such election meetings. The Chapter President shall preside
46 at said election meetings, at which nominations will be taken and a secret ballot vote
47 shall be conducted. All procedural matters relating to these elections, including timelines
48 for notice to the affected members, shall be in accordance with Association Policy 618.
49

1 **Section 2. Term of Office:** Term of office for the Site Representative
2 Coordinator and Site Representative(s) shall be from the date of appointment to the end
3 of the Chapter fiscal year, or until their successor is appointed, provided that any Site
4 Representative Coordinator and Site Representative(s) shall automatically forfeit such
5 office if they cease to be an Active member in good standing. A vacancy in either office
6 shall be filled for the remainder of the original term only by the requirements in Section 1
7 above.

8
9 **Section 3. Duties:** The Site Representative Coordinator shall:

10
11 (a) Guide, train, and direct the Chapter's Site Representative(s) in the
12 performance of their duties. Ensure that the communications network flows from
13 Association to Chapter to site, and from site to Chapter to Association.

14
15 (b) Work cooperatively with chapter leadership on all matters of
16 communication, to enable involvement of all bargaining unit members.

17
18 (c) Keep the Executive Board informed of all bargaining unit employees'
19 issues and concerns as reported by each site representative.

20
21 (d) Conduct monthly check-ins with the Site Representative(s). Attend
22 Membership Committee meetings.

23
24 **Section 4. Duties:** Site Representative(s) shall:

25
26 (a) Recruit employees into CSEA membership and educate employees about
27 CSEA.

28
29 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
30 work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

31
32 (c) Conduct periodic site-level meetings to keep the members informed of
33 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to
34 keep members informed of Association and/or Chapter activity regarding grievances,
35 PERB decisions, contract negotiations, legislative and political activity, and other
36 matters of importance.

37
38 (d) Relay member concerns to the appropriate Union Steward or other
39 Chapter officer.

40
41 (e) Attend Chapter meetings; attend training workshops and other seminars
42 as directed and approved by the Chapter President; attend joint Union Steward/Site
43 Representative (Site Council) meetings as may be called by the Chief Union Steward
44 and/or the Vice President.

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2 **ARTICLE XI**
3 **RECALL OR REMOVAL FROM OFFICE**

4 **Section 1. Recall of Elected Offices**

5
6 (a) Any member of the Executive Board, Negotiating Committee, conference
7 delegates, delegates to the Central Labor Council, and all alternates thereof, may be
8 recalled from office upon a two-thirds (2/3) secret ballot vote of Active members of the
9 Chapter in good standing present and voting at a meeting called for the purpose of a
10 recall action. Union Stewards may be recalled from office by a two-thirds (2/3) secret
11 ballot vote of the Active members in good standing of the school from which the position
12 was originally elected who are present and voting at a designated meeting.

13
14 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
15 Board or thirty percent (30%) of the members in good standing eligible to vote on the
16 individual being recalled. The petition shall state the specific reasons in support of the
17 recall, and the petition shall be presented to the Executive Board and to the individual.

18
19 (c) Upon receipt of the petition, the Executive Board shall arrange for a
20 special meeting to be held not less than eleven (11) working days nor more than twenty-
21 five (25) working days following its receipt, at which the charged person shall be
22 afforded opportunity to rebut the charges, including presentation and cross-examination
23 of witnesses as may be appropriate, and the secret ballot vote shall be conducted.
24 Attendance at said meeting shall be restricted to members of the Executive Board and
25 members of the Chapter in good standing who are eligible to vote on the particular
26 recall action, authorized representatives of the Association, and such witnesses as may
27 be pertinent to the action. Notice specifying time, date, and place and the specific
28 nature/purpose of the meeting shall be issued to those eligible for attendance at least
29 eight (8) working days in advance.

30
31 **Section 2. Removal of Appointed Offices:**

32
33 (a) Any appointee of the President/Executive Board may be removed from
34 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
35 provided such person shall be provided at least five (5) working days advance notice of
36 the reasons for removal and the time, date and place where the Board will meet to vote
37 on the matter. At said meeting the member shall be afforded an opportunity to provide
38 rebuttal argument prior to the vote being taken.

39
40 (b) Any appointed committee chairperson or member failing to attend three
41 (3) consecutive committee meetings, unless excused for cause, shall be automatically
42 removed from the committee.

43
44 **Section 3. Resignation from Office:**

45
46 (a) A resignation by an elected officer is not effective until acknowledged by
47 the Active members in good standing present at a Chapter meeting.

1 (b) A resignation by any appointee of the President/Executive Board is not
2 effective until acknowledged by the President/Executive Board.
3

4
5 **ARTICLE XII**
6 **DELEGATES TO CONFERENCE**
7

8 **Section 1. Delegates:** Voting delegates to an annual conference of the
9 Association (and their alternates) shall be designated from among the Active members
10 in good standing as follows:
11

12 (a) The Chapter President or designee.
13

14 (b) Additional delegates in such number as may be authorized by the Chapter
15 for attendance, but not to exceed the total number authorized by the Bylaws of the
16 Association, shall be elected as provided in Section 2 below.
17

18 **Section 2. Election:**
19

20 (a) Nominations for the authorized delegate positions, other than the
21 President, shall be taken at the regular Chapter meeting in February, and election shall
22 be by secret ballot at the regular Chapter meeting in March. Alternates in sufficient
23 numbers for each of the authorized delegates, to include an alternate for the President,
24 shall also be elected.
25

26 (b) Notification of nominations and election and all other procedural matters
27 relating to delegate and alternate election shall conform to Association Policy 618 and
28 shall be conducted under the supervision of the Elections Committee.
29

30 (c) In the event a delegate cannot attend, the Executive Board shall
31 determine which alternate shall replace the authorized delegate.
32

33 **Section 3. Responsibilities:** Delegates shall attend all conference business
34 and other sessions of importance to the Chapter. In addition, the delegates shall:
35

36 (a) Attend at least one (1) orientation meeting at the regional or area level of
37 the Association concerning the resolutions to the upcoming conference, as directed by
38 the Executive Board.
39

40 (b) Provide written and oral reports on conference activities to the Chapter
41 membership at the first Chapter meeting following the conference.
42

43 (c) Submit a detailed report of expenditures to the Chapter Treasurer within
44 three (3) weeks following the conference, and if an expense advance has been provided
45 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for
46 authorized purposes.
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ARTICLE XIII
CONTRACT RATIFICATION

Section 1. Contract ratification procedures will comply with the provisions of Association Policy 610.

Section 2. Initial Proposals:

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

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

Section 3. Negotiated Agreement:

(a) When the Negotiating Committee has negotiated a contract, tentative agreement, or modifications to an existing contract, it shall immediately submit one (1) copy to the CSEA Labor Relations Representative assigned to service the Chapter, for review by the Association prior to membership ratification.

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

Section 4. Ratification Procedures:

(a) A copy of the tentative agreement or a summary of the tentative agreement shall be provided to each CSEA member of the bargaining unit(s) prior to the "contract information" meeting. The Negotiating Committee shall include a statement recommending ratification of the agreement. If a summary only is provided, copies of the tentative agreement containing the exact language of the proposal shall be provided for review at the meeting.

(b) The Chapter President shall set the date, time and place for one (1) or more "contract information" meetings, which shall be open to attendance by all employees within the bargaining unit(s), whether or not they are CSEA members.

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

- (1) To individual bargaining unit employees utilizing the U.S. mail or the employer's mail system;
- (2) Distribution by Site Representatives or others;
- (3) Posting in prominent locations at each worksite.

1 **Exception to the above:** The Field Director may approve a notice period of less
2 than five (5) working days upon request of the Chapter President, if it is deemed an
3 expedited ratification is advisable.
4

5 (d) **Conduct of Informational Meeting(s):**
6

7 (1) The Negotiating Committee shall review the provisions of the
8 tentative agreement and indicate its recommendations for ratification.
9

10 (2) If the Association recommends rejection of the tentative agreement,
11 an Association representative shall be in attendance at the meeting and shall be
12 provided ample opportunity to outline the recommendation for rejection and the reasons
13 therefore.
14

15 (3) Adequate opportunity for discussion, debate, and answering of
16 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
17 attendance shall be granted the right to participate in the discussion and debate. They
18 shall not, however, have the right to make motions or vote.
19

20 (e) **Ratification Vote:**
21

22 (1) The ratification vote shall be by online balloting following the
23 informational meeting(s). The Chapter Elections Committee shall oversee the ratification
24 process and conduct the vote tally. All procedural matters relating to the online balloting
25 process and tally shall be conducted in accordance with Association Policy 610.
26

27 (2) The Elections Committee shall request an online ballot from the
28 CSEA Executive Department. Upon verification that the online ballot is available, the
29 Elections Committee shall prepare a ballot notice. Each notice shall include the
30 appropriate information needed to cast an online ballot, such as the dates of balloting,
31 instructions on how to access the online ballot via the internet, the member's
32 identification and password code.
33

34 (3) The Chapter President shall set the dates for online balloting, which
35 shall begin no sooner than the day after the final informational meeting. The online
36 balloting shall be available on the same day the ballot notice is distributed and shall
37 remain open until the date set to close.
38

39 (4) The ballot notice shall be sent at least five (5) working days in
40 advance of the date set for online balloting to close. Notice must be mailed via U.S. First
41 Class mail to each CSEA member in good standing employed in the bargaining unit(s)
42 at their last known home address, except that notice may be e-mailed to such members
43 who have an e-mail address on file with the Chapter.
44

45 (5) It shall require a majority of the votes cast to ratify. The results of
46 the balloting shall be provided to the membership no later than five (5) working days
47 following the vote tally and shall be announced at the next Chapter meeting.
48
49

1 (d) Represent the Chapter at the Central Labor Council on all applicable
2 CSEA issues.

3
4 (e) Attend monthly Central Labor Council meetings.

5
6 (f) Attend monthly Central Labor Council Executive Board meetings, as
7 appropriate.

8
9 (g) Ensure that all actions are consistent with CSEA policies and procedures,
10 including political endorsements.

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