

**CONSTITUTION OF
Beaumont Chapter No. 351, CSEA
Latest Revision November 10, 2022**

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

Where used throughout this document, "State Association" or "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "chapter" are interchangeable and mean Beaumont Chapter No. 351, CSEA.

APPROVED

California School Employees Association

Date: June 21, 2023

By: *Deana M. Craig*, Executive Coordinator

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Beaumont Chapter No. 351 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.

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1 (4) Active members of this Chapter must also be Active members of
2 the Association as defined in the Association's Constitution.
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4 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an unpaid
5 leave of absence by the employer, or (2) is placed on a reemployment list for reasons
6 other than layoff and is not otherwise in a paid status with the employer, or (3) is laid off
7 and elects not to continue as an Active member under provisions of paragraph (a)(1)
8 above, may continue membership in an "Inactive" status. Such status may be
9 maintained until expiration of the approved leave of absence or reemployment list, or
10 until returned to paid employment status in an eligible position [as defined by paragraph
11 (a) above], whichever occurs first. Such status requires continued payment of dues at
12 half (1/2) the rate required of them as an Active member at the time the leave or
13 placement on the reemployment list occurred. Such dues shall be paid annually in
14 advance, or for the number of months of the approved leave if less than one (1) year.
15 Such members shall be eligible to continue to receive such membership benefits as are
16 generally made available to the Active membership, unless specifically excluded by
17 contract. They shall not, however, be accorded voice or vote in Chapter or Association
18 affairs.
19

20 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
21 time of retirement may become a Lifetime Retired member of this Chapter upon
22 payment of a one-time fee of \$30. Such members shall be permitted to attend Chapter
23 meetings and social functions and to receive the Chapter newsletter as long as they live
24 in the local area. They shall not otherwise be accorded voice, vote or other participation
25 in Chapter affairs.
26

27 **Section 2.** Active membership shall be effective upon the completion, dating,
28 and signing of an official CSEA application form as provided by the Association, and
29 execution of a valid authorization for payroll deduction of dues or payment of at least
30 one (1) year's dues in advance. The application shall be immediately forwarded,
31 together with advance dues received if any, to the Association. The Association shall
32 send payroll deduction authorizations to the appropriate district office.
33

34 **Section 3. Membership "In Good Standing"** 35

36 (a) Membership "in good standing" shall be effective and shall continue upon
37 receipt of the required dues for the current month. For purposes of establishing voting
38 rights and eligibility to hold an elected or appointed office, Active members whose dues
39 are paid via payroll deduction shall not be deemed to be in good standing until the first
40 of the month following the month in which the first dues are deducted, unless s/he pays
41 dues in cash for the interim period.
42

43 (b) Membership shall terminate with:
44

45 (1) The effective date of layoff for members who are laid off and who
46 choose not to continue in either an Active or Inactive status under provisions of Sections
47 1(a)(1) or 1(b) above.
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1 (2) The effective date of an unpaid leave of absence or placement on a
2 reemployment list for reasons other than layoff, for such members who choose not to
3 continue in an Inactive status under provisions of Section 1(b) above.

4
5 (3) The date of termination of their 39-month reemployment rights or
6 approved leave of absence for members who have continued in an Active or Inactive
7 status, if such members have not been returned to active employment.

8
9 (4) The date of execution of a document terminating payroll deduction
10 of dues, unless arrangements have been made with the Chapter Treasurer for advance
11 cash payment. However, the dues authorization signed by a member is a contract which
12 by law is not terminable without reasonable advance written notice being provided to the
13 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
14 being ten (10) working days.

15
16 (5) The effective date of removal from the bargaining unit, or voluntary
17 termination of employment.

18
19 (6) The effective date of involuntary termination of employment, unless
20 the member is eligible to continue and elects to retain Active status as permitted under
21 provisions of Section 1(a)(2) above.

22
23 (7) Actions pursuant to Sections 4 or 5 below.

24
25 **Section 4. Delinquency & Resignation:**

26
27 (a) Members who no longer wish to retain that status may resign CSEA
28 membership by providing a ten (10) working day advance written notification to the
29 Area's assigned CSEA Field Office. Such notification must include the member's name,
30 address, employer's name or Chapter name, the last four (4) digits of his/her social
31 security number, and his/her CSEA ID number or Employee ID number.

32
33 (b) Any member failing to pay all dues owed for sixty (60) days shall be
34 deemed delinquent and shall not be considered to be in good standing until such
35 delinquency has been remitted.

36
37 (c) Members who have resigned shall, upon reapplication, be admitted as
38 new members.

39
40 **Section 5. Expulsion, Suspension, Discipline:**

41
42 (a) No member may be involuntarily removed from the membership rolls
43 except as provided for in Sections 3 and 4 above, or in accordance with the procedures
44 for expulsion, suspension and discipline of members as specified in the Association
45 Constitution.

46
47 (b) All matters for proposed disciplinary action against members shall be
48 referred to the Association for action, except that members may be recalled from office
49 in accordance with provisions of Article XI of this Constitution.

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ARTICLE III
DUES and ASSESSMENTS

Section 1. State Per Capita Dues

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

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

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

Section 2. Chapter Dues. Local Chapter dues for Active members of this Chapter shall be \$30.00 per year, payable by payroll deduction during each of the months September through June in which the member is in regular paid status; or payable annually in advance to the Chapter Treasurer.

Section 3. The local Chapter dues plus the State per capita dues equals the member's total dues requirement.

Section 4. Assessments: No assessments shall be levied in this Chapter other than those approved by three-fourths (3/4) of the Chapter membership present and voting on the question by secret ballot, provided that each member has been notified in writing at least ten (10) days in advance of the nature of the proposal and the time, date and place where the matter will be voted on.

Section 5. Fund Solicitation: No funds shall be solicited in the name of the Chapter without authorization of the Executive Board. All funds collected (together with an accounting of source) shall be delivered to the Chapter Treasurer within five (5) working days of receipt, for deposit in the Chapter's account.

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2 **ARTICLE IV**
3 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**

4 **Section 1. Officers:** The following officers shall be elected by and from
5 among the total Active membership of the Chapter, regardless of the location of their
6 employment: President, Vice President, Secretary, Treasurer, Communications Officer.
7

8 **Section 2. Executive Board:** The elected officers designated in Section 1,
9 plus the Immediate Past President, shall constitute the Executive Board of this Chapter.
10

11 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
12 the Active members of the Chapter who are in good standing.
13

14 (a) Nominees for elected office shall be Active members of the Chapter in
15 good standing at the time of nomination and can only accept nomination for one (1)
16 Executive Board office.
17

18 (b) Nominees for elected office must have attended a majority of the Chapter
19 meetings within the twelve (12) month period immediately preceding the month in which
20 they are nominated.
21

22 **Section 4. Nominating and Election Procedures:**
23

24 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted
25 in the odd numbered years.
26

27 (b) Nominations for these offices shall be accepted from the Floor at the
28 October and November Chapter meetings.
29

30 (c) If, after nominations are closed at the November Chapter meeting there is
31 only one (1) nomination for an office, the single nominee shall be declared elected to
32 the office, and no balloting or other action shall be required. The Chapter President
33 shall so notify the membership in writing as soon thereafter as possible.
34

35 (d) When there is more than one (1) nominee for an office, an election shall
36 be conducted at the December Chapter meeting by secret ballot vote of Active
37 members in good standing present at said meeting. It shall require a plurality vote to
38 elect any officer. Write-in votes shall not be accepted. If a tie exists, the election shall
39 be determined by lot (draw) between the tied candidates.
40

41 (e) Notices of the time, date, and place for nominations and balloting, and all
42 other procedural matters relating to conducting these elections, shall be in accordance
43 with provisions of State Association Policy 618.
44

45 (f) All candidates shall be provided an opportunity to address the members
46 present at the election meeting prior to the balloting, and they or their designated
47 representative shall be accorded the right to observe the ballot tally process.
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1 (g) All ballots, including used, unused, invalid and challenged ballots, tally
2 sheets and related election documents, including notices of nomination and election
3 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
4 all challenges to the election or charges of misconduct in the running of the election
5 have been resolved, whichever is the longer period.
6

7 **Section 5. Terms of Office:** Elected officers shall take office and assume
8 their duties on the January 1 following their election and shall continue to serve for two
9 (2) years or until their successors are elected, provided that any officer shall
10 automatically forfeit such office if they cease to be an Active member in good standing.
11

12 **Section 6. Vacancies:**

13
14 (a) A vacancy in the office of President shall be filled by the Vice President.
15

16 (b) For vacancies in any other elected office, the Executive Board shall submit
17 its recommendation to fill the office in writing to the Chapter membership at least five (5)
18 working days in advance of a designated Chapter meeting. Nominations from the Floor
19 shall also be accepted at said meeting. If there are no nominations from the Floor, the
20 Executive Board's candidate shall be declared elected. If nominations from the Floor
21 are made, a secret ballot election shall be conducted among the Active members in
22 good standing present.
23

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25 **ARTICLE V**
26 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**
27

28 **Section 1. Executive Board:** The Executive Board shall have general
29 supervision of the affairs of the Chapter between the general membership meetings. It
30 shall transact the routine business of the Chapter as authorized and required herein,
31 prioritize and determine recommendations on matters requiring discussion and action
32 by the general membership, and perform such other duties as are specified in this
33 Constitution. The Board shall be subject to the orders of the Chapter membership, and
34 none of its actions shall conflict with actions taken by the Chapter membership.
35

36 A report on all actions taken by the Executive Board shall be made to the
37 membership at the next regular or special Chapter meeting, with such actions subject to
38 membership ratification if appropriate.
39

40 Minutes of Chapter and Executive Board meetings shall be kept on file for at
41 least five (5) years. Chapter financial records shall be kept on file for at least five (5)
42 years.
43

44 The Executive Board shall meet at the call of the President or at such times and
45 places designated by it; the President shall call a special meeting upon the written
46 request of a majority of the Board.
47

48 A majority of the members of the Executive Board shall constitute a quorum.
49

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

5
6 **Section 3. President:** The President shall:

7
8 (a) Be Chairperson of the Executive Board, call and preside over all meetings
9 of the Chapter and Executive Board at which s/he is in attendance.

10
11 (b) Fix the time and place of meetings except as otherwise directed by the
12 membership.

13
14 (c) Set the agenda for Chapter meetings, as noted in Article VI.

15
16 (d) Appoint and direct the activities of the various committees, standing or
17 special, required by this Constitution or established by the Executive Board, or as may
18 be ordered by vote of the membership, except as otherwise provided herein.

19
20 (e) Attend all Regional Presidents' Meetings and such other meetings as
21 required by the State Association or direction of the Chapter, and report back to the
22 Executive Board and Chapter membership at the next Chapter meeting, with
23 recommendations for Chapter action or as otherwise required.

24
25 (f) Serve as a member of the Membership Committee, and promote and
26 participate in membership recruitment activity to build the union.

27
28 (g) Perform such other duties as normally pertain to the office of President or
29 ordered by this Constitution.

30
31 **Section 4. Vice President:** The Vice President shall:

32
33 (a) In the absence or disability of the President, possess all of the powers and
34 perform all of the duties in his/her stead.

35
36 (b) At all times assist the President in the performance of his/her duties.

37
38 (c) Assume the office of President if a vacancy occurs.

39
40 (d) Serve as Chairperson of the Membership Committee, and promote and
41 participate in membership recruitment activity to build the union.

42
43 (e) Coordinate and direct the activities of the Site Representatives.

44
45 (f) In coordination with the Chief Union Steward, call and conduct periodic
46 meetings between the Site Representatives and Union Stewards to ensure an
47 appropriate level of communication and coordination between these two (2) programs.

48
49 (g) Coordinate the activities of the Standing Committees.

1 (h) Perform such other duties as may be assigned by the President or
2 ordered by this Constitution.

3
4 **Section 5. Secretary:** The Secretary shall:

5
6 (a) Keep an accurate record of all proceedings of Chapter and Executive
7 Board meetings, including an accurate roll of members and officers in attendance at
8 each.

9
10 (b) Keep an accurate roster of the officers of the Chapter and see that such
11 information is forwarded to the State Association as required.

12
13 (c) Issue notices of all meetings of the Executive Board and Chapter
14 meetings, which shall include notice of matters for discussion at same.

15
16 (d) Notify members of all committees of their appointment/election.

17
18 (e) Have custody of all correspondence, official documents and historical
19 records of the Chapter, which shall be open at all times for the inspection of the
20 President or his/her agent and members of the Executive Board.

21
22 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
23 State Association and the Constitution of this Chapter and see that copies of same are
24 available for reference at all Executive Board and Chapter meetings, and available for
25 inspection by the general membership upon request.

26
27 (g) Serve as a member of the Membership Committee, and promote and
28 participate in membership recruitment activity to build the union.

29
30 (h) Perform such other duties as normally pertain to the office of Secretary or
31 as may be directed by the President or required by this Constitution.

32
33 **Section 6. Treasurer:** The Treasurer shall:

34
35 (a) Receive all funds of the Chapter and keep and disburse same under the
36 direction of the President and as required by the Constitution & Bylaws of the State
37 Association and this Chapter.

38
39 (b) Keep or cause to be kept regular books and full accounts which shall be
40 open at all times to inspection of the President, or agent, and the Auditing Committee.

41
42 (c) Provide access to all records, vouchers and statements to the Auditing
43 Committee for annual inspection at the close of each fiscal year.

44
45 (d) Report at each meeting of the Executive Board and Chapter as to the
46 financial condition of the treasury with a detailed statement of receipts and expenditures
47 and accounts payable, to include per capita dues paid and owed to the Association if
48 any. The report to the Executive Board should also include copies of the bank
49 statement(s)/reconciliation(s).

1 (e) Prepare the annual financial report to include the last day of the fiscal
2 year, and immediately submit same to the President for review and forwarding to the
3 Association, and the membership.

4
5 (f) Promptly forward membership applications and dues payments to the
6 Association. The Association shall send payroll deduction authorizations to the
7 appropriate district office for processing.

8
9 (g) Maintain an accurate record of members in good standing, and prepare
10 such monthly reports and remittances as may be required by the State Association and
11 promptly forward to State Headquarters within thirty (30) days of request.

12
13 (h) Assist in preparation of the Chapter budget, and perform such other duties
14 as may be directed by the President.

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

18
19 (j) Upon leaving office, sign such bank signature cards or other documents
20 necessary for the transfer of all Chapter accounts to the new Treasurer.

21
22 **Section 7. Communications Officer:** The Communications Officer shall:

23
24 (a) Edit and distribute a newsletter or similar publication as may be authorized
25 by the Executive Board and the Chapter membership.

26
27 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
28 and official publications of the State Association.

29
30 (c) Serve as a member of the Membership Committee, and promote and
31 participate in membership recruitment activity to build the union.

32
33 (d) Perform such other Communications activities as directed by the
34 President.

35
36 **Section 8. Immediate Past President:** The Immediate Past President shall
37 be a member of the Executive Board and perform such duties as may be assigned by
38 the President and/or the Executive Board.

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41 **ARTICLE VI**
42 **MEETINGS**

43
44 **Section 1.** Regular business meetings of this Chapter shall be held during the
45 months of September through June, inclusive. The schedule of such meetings shall be
46 established in January of each year for the succeeding twelve (12) month period and
47 shall be provided to the membership.

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49

1 **Section 2.** Special meetings may be called by the Chapter President as
2 deemed necessary, or shall be called by a vote of two-thirds (2/3) of the Executive
3 Board or upon petition to the President of twenty percent (20%) of the Chapter
4 membership.

5
6 **Section 3. Meeting Notices:**
7

8 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
9 shall precede all Chapter meetings at least five (5) days in advance to allow members a
10 reasonable opportunity to attend. Said notice shall include a summary of the business
11 to be acted upon, and the time, date and place of the meeting.
12

13 (b) **Special Meetings.** Notice for special meetings shall include the specific
14 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
15 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
16 may be given in an emergency situation.
17

18 **Section 4. Electronic Meeting.** Meetings of the Chapter may be conducted
19 through use of Internet meeting services designated by the President that support
20 voting, support visible displays identifying those participating, identifying those seeking
21 recognition to speak, showing (or permitting the retrieval of) the text of pending motions,
22 and showing the results of votes.
23

24 Meetings of the Chapter may be held electronically when the Chapter President
25 has obtained consent from two-thirds (2/3) of the Executive Board; or, in the case of
26 Special Meetings, when so directed by those calling the special meeting. Meetings held
27 electronically shall be subject to the following rules:
28

29 (a) **Meeting notices.** Appropriate login information necessary to connect to
30 the meeting and information on how to participate in the meeting shall be included in the
31 meeting notice including phone login information to participate aurally by telephone.
32 Members joining by phone should announce themselves at the direction of the chair at
33 the first opportunity.
34

35 (b) **Voting.** Votes shall be taken by the voting feature of the Internet meeting
36 service, unless a different method such as a roll call or raised hand vote is approved by
37 the members. Members participating by phone only shall vote by roll call at the direction
38 of the chair. Internet meeting service shall not be used for secret ballot votes.
39

40 (c) **Obtaining the floor or interrupting a member.** A member has the floor
41 and may unmute once recognized by the chair. A member may only interrupt a speaker
42 for a specific motion or request which under the rules permits a member to do so. A
43 member who intends to make such a motion or request shall so indicate to the chair and
44 then shall wait a reasonable time for the chair's instructions before attempting to
45 interrupt the speaker by voice.
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1 (d) **Member participation and forced disconnections.** All chapter members
2 in attendance have the right to participate in the meeting including making motions and
3 speaking in debate. However, the chair may cause or direct the muting or disconnection
4 of a member's connection if it is causing interference with the meeting (such as
5 interrupting other members when not permitted by the rules or when not recognized by
6 the chair or if there is repeated, disruptive background noise). The chair's decision to do
7 so must be announced to all participants prior to any action taken and is subject only to
8 an undebatable appeal that can be made by any member present. To be in order, the
9 appeal must be made immediately, before business moves onto the next subject. If
10 appealed, a majority vote of members present is required to overturn the decision of the
11 chair.

12
13 (e) **Technical requirements.** Each member is responsible for their own audio
14 and Internet connections. No action shall be invalidated on the grounds that the loss of,
15 or poor quality of, a member's individual connection prevented participation in the
16 meeting.

17
18 **Section 5.** Unless otherwise ordered by two-thirds (2/3) vote of the members
19 present, the Order of Business at regular Chapter meetings shall be:

- 20
21 (1) Pledge of Allegiance to the Flag
22 (2) Approval of Minutes of the previous meeting
23 (3) Communications
24 (4) Report of Executive Board Actions
25 (5) Treasurer's Report
26 (6) Committee Reports
27 (a) Membership Committee/Recognition of New Members
28 (b) Report of the Negotiating Committee
29 (c) Union Steward/Site Rep. Reports
30 (d) Other Committees as required
31 (7) Unfinished Business
32 (8) New Business
33 (9) Good of the Order
34 (10) Adjournment
35

36 **Section 6. Quorum for Meetings:** It shall require at least five (5) members in
37 good standing in attendance at any Chapter meeting for business to be conducted.
38
39

40 **ARTICLE VII**
41 **CONTROL OF FUNDS / BUDGET**
42

43 **Section 1.** All funds received shall be deposited in the name of Beaumont
44 Chapter No. 351, CSEA, in such bank or other financial institution as approved by the
45 Executive Board. The use of Chapter debit cards is strictly prohibited. No funds shall
46 be disbursed except by check, duly authorized and signed by the Treasurer and the
47 President. In the event of absence of, inability to act by, or vacancy in the office of
48 Treasurer, funds shall only be disbursed upon signature of the President and one (1) of
49 the following: Vice President, Secretary.

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 Expenditures in excess of those approved in the budget must have prior approval of the
6 Chapter membership, except that expenditures under \$100 may be approved by the
7 Executive Board and reported to the Chapter membership at the next Chapter Meeting.
8
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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

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

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

42 **Section 7. Negotiating Committee:**
43

44 (a) The Negotiating Committee shall consist of the Chapter President or
45 his/her designee as Chairperson, plus one (1) representative from each of the major job
46 classifications represented by this Chapter, as follows: Food Service, Transportation,
47 Maintenance, Operations, Secretarial/Clerical and Paraeducators and shall also include
48 members within Technology Support, Library Tech, Grounds, Mechanic, Custodial,
49 Security, Health Instructional Assistant, Afterschool Aides, LVN and Drivers.

1 (b) The committee members shall be appointed by the President from among
2 the members in good standing employed in each of the job classifications designated
3 above.

4
5 (c) Term of office for the appointed members shall commence upon their
6 appointment and continue for one (1) year or until their successors are appointed. In
7 the event negotiations for any year are still in progress at the time of committee
8 appointment, the designated Negotiating Committee/Team shall remain in place until
9 negotiations have been completed and the contract ratified.

10
11 (d) Vacancies shall be filled by appointment by the President within the
12 affected job classification for the remainder of the original term only.

13
14 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

15
16 (1) Research issues and prepare and submit initial bargaining
17 proposals (including proposals on reopeners) for review and approval of members in
18 good standing of the bargaining unit(s) prior to commencement of negotiations.

19
20 (2) Keep the Executive Board and the membership informed on the
21 progress of negotiations and solicit membership input where advisable.

22
23 (3) Provide advice and special expertise to the Negotiating Team
24 concerning issues on the bargaining table.

25
26 (4) Ensure that all bargained agreements are submitted for ratification
27 of the bargaining unit(s) in accordance with Article XIII of this Constitution.

28
29 (f) **Negotiating Team:** The Negotiating Chair shall select four (4) members
30 of the Negotiating Committee to serve as the “negotiating team” to meet with employer
31 representatives at the bargaining table.

32
33 (1) **Duties:** The Negotiating Team shall negotiate the contract
34 (including reopeners and modifications) for and on behalf of the Chapter with assistance
35 from State Association field staff. It shall keep the remaining members of the
36 Negotiating Committee informed at all times as to the progress of negotiations, and
37 shall solicit recommendations and assistance from the Committee where special
38 expertise and/or membership input may be needed relating to topics under discussion.

39
40 **Section 8. Auditing Committee:** It shall be the duty of this committee to
41 receive and audit the books and records of the Treasurer immediately after the close of
42 each fiscal year, and at such other times as may be directed by the President, and
43 report its findings to the Chapter membership.

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1 **Section 9. Elections Committee:** It shall be the duty of this committee to
2 supervise and assist in the preparation, distribution, and counting of the ballots in **all**
3 elections (including contract ratifications) within the Chapter, and certify the results to
4 the Chapter President. In addition, the committee shall ensure that election procedures
5 are in accordance with applicable provisions of the Association's Constitution & Bylaws
6 and Policy, and this Constitution.

7
8 **Section 10. Grievance Committee:**

9
10 (a) It shall be the duty of the Grievance Committee to supervise and assist the
11 operation of the Chapter's Union Steward program. The committee shall ensure that all
12 grievances are handled properly in their investigation and filing and consistent in their
13 resolution.

14
15 (b) The committee shall be empowered to review proposed settlements of
16 grievances undertaken by individual members of the bargaining unit (i.e., without
17 representation of a Union Steward or CSEA staff) to ensure they are resolved
18 consistent with provisions of the collective bargaining agreement.

19
20 (c) The committee shall review all grievances going beyond the immediate
21 supervisory level to determine whether CSEA staff assistance should be obtained. If
22 staff assistance is required, the President shall be so notified.

23
24 (d) The committee shall review all grievances being considered for arbitration
25 and recommend to the Executive Board whether each particular case should be
26 arbitrated.

27
28 **Section 11. Membership Committee:** It shall be the duty of this committee to
29 strive for 100% CSEA membership within the chapter, to develop and execute a
30 program designed to secure new members especially at new employee orientations,
31 and stimulate membership attendance at Chapter meetings on an ongoing basis. All
32 members of the Executive Board shall serve as members of this committee in addition
33 to any other members appointed.

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 State
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 State Political Action Coordinator (PAC),
2 appropriate staff and Area PACE and Legislative Committee 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. Appointment:** The Chapter President will appoint a Chief Union
39 Steward, subject to the ratification of the Chapter membership.. The Chapter President
40 will also appoint Union Stewards, subject to the ratification of the Executive Board, to
41 serve each work site. The President shall determine the number of stewards to be
42 appointed for each area of representation.
43

44 (a) **Eligibility.** Union Stewards must have completed Union Steward
45 Training Levels 1, 2 and 3 of the Union Steward Certification Training Program prior to
46 appointment or representing any member. Union Stewards must annually attend and
47 complete Union Steward Training Level 4 reinforcement training of the Union Steward
48 Certification Program.
49

1 **Section 2. Term of Office:** Term of office for Union Stewards shall be from
2 their appointment to the end of the Chapter fiscal year, or until their successors are
3 appointed, provided that any Union Steward shall automatically forfeit such office if they
4 cease to be an Active member in good standing employed within the designated service
5 area. A vacancy in either office shall be filled for the remainder of the original term only
6 by the requirements in Section 1 above.

7
8 **Section 3. Duties.** The Chief Union Steward shall:

9
10 (a) Ensure that the Union Steward program of the Chapter functions
11 according to the requirements set forth in this Constitution, and maintain the necessary
12 records on matters of contract enforcement to permit the Chapter to effectively
13 represent bargaining unit employees.

14
15 (b) Process all grievances not settled at the immediate-supervisory level,
16 unless CSEA staff assistance is required.

17
18 (c) Serve as Chairperson of the Grievance Committee, and keep the
19 Executive Board informed on all grievance activity.

20
21 (d) In coordination with the Vice President, call and conduct periodic meetings
22 between the Site Representatives and Union Stewards to ensure an appropriate level of
23 communication and coordination between these two (2) programs.

24
25 **Section 4. Duties.** The Union Steward(s) shall:

26
27 (a) Attend annual training sessions for Union Stewards provided by the State
28 Association and/or other appropriate training as directed by the President.

29
30 (b) Attend periodic Site Representative/Site Council meetings as directed by
31 the Chief Union Steward.

32
33 (c) Educate bargaining unit employees about their rights under the contract
34 and determine how problems arising under the contract can best be handled.

35
36 (d) Act as the basic channel of communication between the employees and
37 the Chapter and relay specific member concerns to the Chapter's Negotiating
38 Committee for incorporation into the bargaining proposals.

39
40 (e) Investigate and prepare grievances for processing and handle grievances
41 at the immediate-supervisory level, and be present as required during other steps of the
42 grievance procedure.

43
44 (f) Immediately inform the Chief Union Steward of all grievances received;
45 immediately report to the Chief Union Steward the settlement of grievances processed
46 or the failure to settle within contractual timelines.

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1 (g) **Preserve the confidentiality** of personal grievances, resolve differences
2 among the membership in grievance handling; maintain a file on all grievances handled
3 which shall be turned over to the Chief Union Steward upon completion.
4

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6 **ARTICLE X**
7 **SITE REPRESENTATIVES**
8

9 **Section 1. Appointment:** A Site Representative Coordinator and Site
10 Representative(s) shall be appointed by the President and ratified by the Executive
11 Board.
12

13 **Section 2. Term of Office:** Term of office for the Site Representative
14 Coordinator and Site Representative(s) shall be from the date of appointment to the end
15 of the Chapter fiscal year, or until their successor is appointed, provided that any Site
16 Representative Coordinator and Site Representative(s) shall automatically forfeit such
17 office if they cease to be an Active member in good standing. A vacancy in either office
18 shall be filled for the remainder of the original term only by the requirements in Section 1
19 above.
20

21 **Section 3. Duties:** The Site Representative Coordinator shall:
22

23 (a) Guide, train, and direct the Chapter's Site Representative(s) in the
24 performance of their duties. Ensure that the communications network flows from
25 Association to Chapter to site, and from site to Chapter to Association.
26

27 (b) Work cooperatively with chapter leadership on all matters of
28 communication, to enable involvement of all bargaining unit members.
29

30 (c) Keep the Executive Board informed of all bargaining unit employees'
31 issues and concerns as reported by each site representative.
32

33 (d) Conduct monthly check-ins with the Site Representative(s). Attend
34 Membership Committee meetings.
35

36 **Section 4. Duties:** Site Representative(s) shall:
37

38 (a) Recruit employees into CSEA membership and educate employees about
39 CSEA.
40

41 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
42 work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.
43

44 (c) Conduct periodic site-level meetings to keep the members informed of
45 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to
46 keep members informed of Association and/or Chapter activity regarding grievances,
47 PERB decisions, contract negotiations, legislative and political activity, and other
48 matters of importance.
49

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.

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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, Conference delegates and
16 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of
17 Active members of the Chapter in good standing present and voting at a meeting called
18 for the purpose of a recall action.

19
20 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
21 Board or thirty percent (30%) of the members in good standing eligible to vote on the
22 individual being recalled. The petition shall state the specific reasons in support of the
23 recall, and the petition shall be presented to the Executive Board and to the individual.

24
25 (c) Upon receipt of the petition, the Executive Board shall arrange for a
26 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
27 following its receipt, at which the charged person shall be afforded opportunity to rebut
28 the charges, including presentation and cross-examination of witnesses as may be
29 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
30 shall be restricted to members of the Executive Board and members of the Chapter in
31 good standing who are eligible to vote on the particular recall action, authorized
32 representatives of the State Association, and such witnesses as may be pertinent to the
33 action. Notice specifying time, date, and place and the specific nature/purpose of the
34 meeting shall be issued to those eligible for attendance at least ten (10) days in
35 advance.

36
37 **Section 2. Removal of Appointed Offices**

38
39 (a) Appointed committee members, Union Stewards and Site Representatives
40 may be removed from office by a two-thirds (2/3) vote of the Executive Board, a quorum
41 being present, provided such person shall be provided at least five (5) days advance
42 notice of the reasons for removal and the time, date and place where the Board will
43 meet to vote on the matter. At said meeting the member shall be afforded an
44 opportunity to provide rebuttal argument prior to the vote being taken.

45
46 (b) Any appointed committee chairperson or member failing to attend three
47 (3) consecutive committee meetings, unless excused for cause, shall be automatically
48 removed from the committee.

49

1 **Section 3. Resignation from Office**
2

3 (a) A resignation by an elected officer is not effective until acknowledged by
4 the Active members in good standing present at a Chapter meeting.
5

6 (b) A resignation by any appointee of the President/Executive Board is not
7 effective until acknowledged by the President/Executive Board.
8
9

10 **ARTICLE XII**
11 **DELEGATES TO CONFERENCE**
12

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

17 (a) The Chapter President.
18

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

23 **Section 2. Election:**
24

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

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

35 (c) In the event a delegate cannot attend, the Executive Board shall
36 determine which alternate shall replace the authorized delegate.
37

38 **Section 3. Responsibilities:** Delegates shall attend all conference business
39 and other sessions of importance to the Chapter. In addition, the delegates shall:
40

41 (a) Attend at least one (1) orientation meeting at the Regional or Area level of
42 the State Association concerning the resolutions to the upcoming conference, as
43 directed by the Executive Board.
44

45 (b) Provide written and oral reports on conference activities to the Chapter
46 membership at the first Chapter meeting following the conference.
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1 (c) Submit a detailed report of expenditures to the Chapter Treasurer within
2 three (3) weeks following the conference, and if an expense advance has been provided
3 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for
4 authorized purposes.
5
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7 **ARTICLE XIII**
8 **CONTRACT RATIFICATION**
9

10 **Section 1.** Contract ratification procedures will comply with the provisions of
11 Association Policy 610.
12

13 **Section 2. Initial Proposals:**
14

15 (a) The initial bargaining proposal will be determined by a vote of the
16 membership.
17

18 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
19 shall be submitted to the Field Director and Labor Relations Representative for review.
20

21 **Section 3. Negotiated Agreement:**
22

23 (a) When the Negotiating Committee has negotiated a contract, tentative
24 agreement, or modifications to an existing contract, it shall immediately submit one (1)
25 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for
26 review by the State Association prior to membership ratification.
27

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

34 **Section 4. Ratification Procedures:**
35

36 (a) A copy of the tentative agreement or a summary of the tentative
37 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the
38 ratification meeting. The Negotiating Committee shall include a statement
39 recommending ratification of the agreement. If a summary only is provided, copies of
40 the tentative agreement containing the exact language of the proposal shall be provided
41 at the meeting.
42

43 (b) The Chapter President shall set the date, time and place for the ratification
44 meeting, which shall be open to attendance by all employees within the bargaining
45 unit(s), whether or not they are CSEA members.
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1 (c) Notice of the ratification meeting shall be issued to all bargaining unit
2 employees no later than five (5) working days in advance of the scheduled date.
3 Distribution of said meeting notice shall be at the discretion of the Chapter President,
4 utilizing any of the following methods which s/he determines to be most efficient:

- 5
6 (1) To individual bargaining unit employees utilizing the district mail
7 system;
8 (2) Distribution by Site Representatives or others;
9 (3) Posting in prominent locations at each work site.

10
11 **Exception to the above:** The Association's Executive Director, or
12 designee, may approve a notice period of less than five (5) working days upon request
13 of the Chapter President, if it is determined that an immediate ratification meeting would
14 be advisable.

15
16 (d) **Conduct of Meeting and Vote:**

17
18 (1) The Negotiating Committee shall review the provisions of the
19 tentative agreement and indicate its recommendations for ratification.

20
21 (2) If the State Association recommends rejection of the Tentative
22 Agreement, a State Association representative shall be in attendance at the ratification
23 meeting and shall be provided ample opportunity to outline the recommendation for
24 rejection and the reasons therefore.

25
26 (3) Polls for voting shall not be opened until the period for discussion,
27 debate, and answering of questions has begun. Non-CSEA members of the bargaining
28 unit(s) in attendance shall be granted the right to participate in the discussion and
29 debate. **They shall not, however, have the right to make motions or vote.**

30
31 (4) The ratification vote shall be by secret ballot conducted at the
32 ratification meeting under the supervision of the Elections Committee and in accordance
33 with procedures required by Association Policy 610. Only Active CSEA members of the
34 bargaining unit(s) who are in good standing and present at the ratification meeting shall
35 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy
36 votes shall not be permitted.

37
38 (5) Ballots shall be tallied and results announced prior to close of the
39 meeting. A majority vote shall ratify.

40
41 **Section 5. Executed Agreement:** Every collective bargaining agreement
42 shall be executed by both the State Association and appropriate representatives of this
43 Chapter. No contract shall be valid which has not been ratified by the Chapter
44 membership.

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ARTICLE XIV CONCERTED ACTIVITIES

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

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

ARTICLE XV AMENDMENTS TO CONSTITUTION

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

Section 2. Any member in good standing of the Chapter (or the Executive Board) may submit a written proposal to amend this Constitution (containing the exact text of the proposed change) at any Chapter meeting, which shall constitute a first reading. The Chapter President shall then cause the proposed amendment(s) to be placed on the agenda of the next regular or a special Chapter meeting where the matter will be read a second time and acted upon, and shall cause written notification of the proposed amendment(s) and the date, time, and place of the designated Chapter meeting to be issued to all members in good standing at least ten (10) days in advance of said meeting. Said notification shall include at least a written summary of the proposed changes. The exact text of the proposed changes shall be made available for review by members upon request prior to the second reading if not provided with said notification, and shall be distributed to all members in attendance at the second reading.

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

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

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**ARTICLE XVI
DISBANDMENT OF CHAPTER**

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

(a) All outstanding obligations of the Chapter shall be promptly paid.

(b) All funds due and owing the State Association shall be promptly remitted to the Association's general fund.

(c) Funds then remaining shall then be distributed for purposes as appropriate and authorized in accordance with provisions contained in Association Policy 612.

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**ARTICLE XVII
PARLIAMENTARY AUTHORITY**

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

**ARTICLE XVIII
FISCAL YEAR**

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