

**CONSTITUTION OF  
Rio Hondo Community College Chapter No. 477, CSEA  
Adopted October 26, 1988  
Latest Revision January 28, 2011  
Mandatory Language Revisions August 6, 2019**

**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 Rio Hondo Community College Chapter No. 477, CSEA.**

**APPROVED**

**California School Employees Association**

**Date: March 15, 2011**

**Mandatory Language Revisions August 6, 2019**

**By: *Arnold J. Morin*, Executive Coordinator**

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**ARTICLE I  
NAME AND OBJECTS**

**Section 1. Name:** The name of this organization shall be Rio Hondo Community College Chapter No.477 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  
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) **Active Retired:** Any person who was a member of the Chapter at the  
20 time of retirement and who also maintains a retired membership in good standing with  
21 the Association may continue as an Active member of this Chapter upon payment of the  
22 regular Chapter dues required of Active members. Such dues shall be paid annually in  
23 advance or monthly in advance direct to the Chapter Treasurer. Such members shall  
24 be entitled to continued full participation in Chapter affairs, including the right to hold  
25 appointive or elective offices and the right to vote, with the exception of the right to vote  
26 in contract ratification and concerted activities matters.

27  
28                   Should such member cease to be a retired member in good standing of the  
29 Association, his/her Chapter membership shall automatically terminate.

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

37  
38                   **Section 3. Membership "In Good Standing"**

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

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1 (b) Membership shall terminate with:  
2

3 (1) The effective date of layoff for members who are laid off and who  
4 choose not to continue in either an Active or Inactive status under provisions of Sections  
5 1(a)(1) or 1(b) above.  
6

7 (2) The effective date of an unpaid leave of absence or placement on a  
8 reemployment list for reasons other than layoff, for such members who choose not to  
9 continue in an Inactive status under provisions of Section 1(b) above.  
10

11 (3) The date of termination of their 39-month reemployment rights or  
12 approved leave of absence for members who have continued in an Active or Inactive  
13 status, if such members have not been returned to active employment.  
14

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

21 (5) The effective date of removal from the bargaining unit, or voluntary  
22 termination of employment.  
23

24 (6) The effective date of involuntary termination of employment, unless  
25 the member is eligible to continue and elects to retain Active status as permitted under  
26 provisions of Section 1(a)(2) above.  
27

28 (7) Actions pursuant to Sections 4 or 5 below.  
29

30 **Section 4. Delinquency & Resignation:**  
31

32 (a) Members who no longer wish to retain that status may resign CSEA  
33 membership by providing a five (5) day advance written notification to the Area's  
34 assigned CSEA Field Office. Such notification must include the member's name,  
35 address, employer's name or chapter name, the last four (4) digits of his/her social  
36 security number, and his/her CSEA ID number or Employee ID number.  
37

38 (b) Any member failing to pay all dues owed for the current month shall be  
39 deemed delinquent and shall not be considered to be in good standing until such  
40 delinquency has been remitted.  
41

42 (c) Members who have resigned shall, upon reapplication, be admitted as  
43 new members.  
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1 (e) Notices of the time, date, and place for nominations and balloting, and all  
2 other procedural matters relating to conducting these elections, shall be in accordance  
3 with provisions of Association Policy 618.  
4

5 (f) All candidates shall be provided an opportunity to address the members  
6 present at the election meeting prior to the balloting, and they or their designated  
7 representative shall be accorded the right to observe the ballot tally process.  
8

9 (g) All ballots, including used, unused, invalid and challenged ballots, tally  
10 sheets and related election documents, including notices of nomination and election  
11 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and  
12 all challenges to the election or charges of misconduct in the running of the election  
13 have been resolved, whichever is the longer period.  
14

15 **Section 5. Terms of Office:** Elected officers shall take office and assume  
16 their duties on the January 1 following their election and shall continue to serve for two  
17 (2) years or until their successors are elected, provided that any officer shall  
18 automatically forfeit such office if they cease to be an Active member in good standing.  
19

20 **Section 6. Vacancies:**

21  
22 (a) A vacancy in the office of President shall be filled by the 1<sup>st</sup> Vice  
23 President.  
24

25 (b) A vacancy in the office of 1<sup>st</sup> Vice President shall be filled by the 2<sup>nd</sup> Vice  
26 President.  
27

28 (c) For vacancies in any other elected office, the Executive Board shall submit  
29 its recommendation to fill the office in writing to the Chapter membership at least five (5)  
30 working days in advance of a designated Chapter meeting. Nominations from the floor  
31 shall also be accepted at said meeting. If there are no nominations from the floor, the  
32 Executive Board's candidate shall be declared elected. If nominations from the floor are  
33 made, a secret ballot election shall be conducted among the Active members in good  
34 standing present.  
35  
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37 **ARTICLE V**  
38 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**  
39

40 **Section 1. Executive Board:** The Executive Board shall have general  
41 supervision of the affairs of the Chapter between the general membership meetings. It  
42 shall transact the routine business of the Chapter as authorized and required herein,  
43 prioritize and determine recommendations on matters requiring discussion and action  
44 by the general membership, and perform such other duties as are specified in this  
45 constitution. The Board shall be subject to the orders of the Chapter membership, and  
46 none of its actions shall conflict with actions taken by the Chapter membership.  
47  
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1 A report on all actions taken by the Executive Board shall be made to the  
2 membership at the next regular or special Chapter meeting, with such actions subject to  
3 membership ratification if appropriate.  
4

5 Minutes of Chapter and Executive Board meetings shall be kept on file for at  
6 least five (5) years. Chapter financial records shall be kept on file for at least five (5)  
7 years.  
8

9 The Executive Board shall meet at the call of the President or at such times and  
10 places designated by it; the President shall call a special meeting upon the written  
11 request of a majority of the Board.  
12

13 A majority of the members of the Executive Board shall constitute a quorum.  
14

15 **Section 2. Duties of Officers, General:** Upon separation from office, an  
16 officer shall immediately turn over to his/her successor or other properly designated  
17 CSEA official all books, records, money and other effects of the Chapter in his/her  
18 possession.  
19

20 **Section 3. President:** The President shall:  
21

22 (a) Be chairperson of the Executive Board, call and preside over all meetings  
23 of the Chapter and Executive Board at which s/he is in attendance.  
24

25 (b) Fix the time and place of meetings except as otherwise directed by the  
26 membership.  
27

28 (c) Set the agenda for Chapter meetings, as noted in Article VI.  
29

30 (d) Appoint and direct the activities of the various committees, standing or  
31 special, required by this constitution or established by the Executive Board, or as may  
32 be ordered by vote of the membership, except as otherwise provided herein.  
33

34 (e) Attend all regional presidents' meetings (RPMs) and such other meetings  
35 as required by the Association or direction of the Chapter, and report back to the  
36 Executive Board and Chapter membership at the next Chapter meeting, with  
37 recommendations for Chapter action or as otherwise required.  
38

39 (f) Perform such other duties as normally pertain to the office of President or  
40 ordered by this constitution.  
41

42 **Section 4. 1<sup>st</sup> Vice President:** The 1<sup>st</sup> Vice President shall:  
43

44 (a) In the absence or disability of the President, possess all of the powers and  
45 perform all of the duties in his/her stead.  
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1 (b) At all times assist the President in the performance of his/her duties.

2  
3 (c) Assume the office of President if a vacancy occurs.

4  
5 (d) Coordinate and direct the activities of the Site Representatives.

6  
7 (e) In coordination with the Chief Union Steward, call and conduct periodic  
8 meetings between the Site Representatives and Union Stewards to ensure an  
9 appropriate level of communication and coordination between these two programs.

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 5. 2<sup>nd</sup> Vice President:** The 2<sup>nd</sup> Vice President shall:

15  
16 (a) In the absence or disability of the 1<sup>st</sup> Vice President, possess all of the  
17 powers and perform all of the duties in his/her stead.

18  
19 (b) At all times assist the President and 1<sup>st</sup> Vice President in the performance  
20 of their duties.

21  
22 (c) Assume the office of 1<sup>st</sup> Vice President if a vacancy occurs.

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

25  
26 (e) Coordinate the activities of the standing committees.

27  
28 (f) Perform such other duties as may be assigned by the President/Executive  
29 Board or ordered by this constitution.

30  
31 **Section 6. Secretary:** The Secretary shall:

32  
33 (a) Keep an accurate record of all proceedings of Chapter and Executive  
34 Board meetings, including an accurate roll of members and officers in attendance at  
35 each.

36  
37 (b) Keep an accurate roster of the officers of the Chapter and see that such  
38 information is forwarded to the Association as required.

39  
40 (c) Issue notices of all meetings of the Executive Board and Chapter  
41 meetings, which shall include notice of matters for discussion at same.

42  
43 (d) Notify members of all committees of their appointment/election.

44  
45 (e) Have custody of all correspondence, official documents and historical  
46 records of the Chapter, which shall be open at all times for the inspection of the  
47 President or his/her agent and members of the Executive Board.

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

5  
6 (g) Perform such other duties as normally pertain to the office of Secretary or  
7 as may be assigned by the President/Executive Board or ordered by this constitution.

8  
9 **Section 7. Treasurer:** The Treasurer shall:

10  
11 (a) Receive all funds of the Chapter and keep and disburse same under the  
12 direction of the President and as required by the Constitution & Bylaws of the  
13 Association and this Chapter.

14  
15 (b) Keep or cause to be kept regular books and full accounts which shall be  
16 open at all times to inspection of the President or his/her agent and the Auditing  
17 Committee.

18  
19 (c) Provide access to all records, vouchers and statements to the Auditing  
20 Committee for annual inspection at the close of each fiscal year.

21  
22 (d) Report at each meeting of the Executive Board and Chapter as to the  
23 financial condition of the treasury with a detailed statement of receipts and expenditures  
24 and accounts payable, to include per capita dues paid and owed to the Association if  
25 any. The report to the Executive Board should also include copies of the bank  
26 statement(s)/reconciliation(s).

27  
28 (e) Prepare the annual financial report to include the last day of the fiscal  
29 year, and immediately submit same to the President for review and forwarding to the  
30 Association, and the membership.

31  
32 (f) Promptly forward membership applications and dues payments to the  
33 Association. The Association shall send payroll deduction authorizations to the  
34 appropriate district office for processing.

35  
36 (g) Maintain an accurate record of members in good standing, and prepare  
37 such monthly reports and remittances as may be required by the Association and  
38 promptly forward to CSEA Headquarters within thirty (30) days of request.

39  
40 (h) Assist in preparation of the Chapter budget.

41  
42 (i) Upon leaving office, sign such bank signature cards or other documents  
43 necessary for the transfer of all Chapter accounts to the new Treasurer.

44  
45 (j) Perform such other duties as normally pertain to the office of Treasurer or  
46 as may be assigned by the President/Executive Board or ordered by this constitution.

1           **Section 8. Communications Officer:** The Communications Officer shall:

2  
3           (a) Edit and distribute a newsletter or similar publication as may be authorized  
4 by the Executive Board and the Chapter membership.

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

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

12  
13           **Section 9. Chief Union Steward:** The Chief Union Steward shall:

14  
15           (a) Ensure that the Union Steward program of the Chapter functions  
16 according to the requirements set forth in this constitution.

17  
18           (b) Maintain the necessary records on matters of contract enforcement to  
19 permit the Chapter to effectively represent bargaining unit employees.

20  
21           (c) Serve as chairperson of the Grievance Committee.

22  
23           **Section 10. Sergeant-at-Arms:** The Sergeant-at-Arms shall:

24  
25           (a) See that the flag of our country is properly displayed at all meetings.

26  
27           (b) Lead the membership in the pledge to the flag.

28  
29           (c) Maintain order and execute commands during all meetings.

30  
31           (d) Perform such other duties as normally pertain to the Sergeant-at-Arms or  
32 as may be assigned by the President.

33  
34           **Section 11. Parliamentarian:** The Parliamentarian shall:

35  
36           (a) Effectively assist the Chapter President and the membership by being  
37 familiar with the Chapter constitution and parliamentary procedures.

38  
39           (b) Provide advice and rulings when requested on all actions involving the  
40 Constitution & Bylaws and Policies of the Association and the constitution of this  
41 Chapter and see that copies of same are available at all Executive Board and Chapter  
42 meetings for reference.

43  
44           (c) Attend all meetings of the Executive Board and Chapter.

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- 1 (c) Union Steward/Site Representative Reports
- 2 (d) Other Committees as Required
- 3 (7) Unfinished Business
- 4 (8) New Business
- 5 (9) Good of the Order
- 6 (10) Adjournment
- 7

8 **Section 5. Quorum for Meetings:** It shall require at least ten (10) members  
9 in good standing, not including Executive Board members, in attendance at any Chapter  
10 meeting for business to be conducted.

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13 **ARTICLE VII**  
14 **CONTROL OF FUNDS / BUDGET**  
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16 **Section 1.** All funds received shall be deposited in the name of Rio Hondo  
17 Community College Chapter No. 477, CSEA, in such bank or other financial institution  
18 as approved by the Executive Board. The use of Chapter debit cards is strictly  
19 prohibited. No funds shall be disbursed except by check, duly authorized and signed by  
20 the Treasurer and the President. In the event of absence of, inability to act by, or  
21 vacancy in the office of Treasurer, funds shall only be disbursed upon signature of the  
22 President and one (1) of the following: 1<sup>st</sup> Vice President, Secretary.

23  
24 **Section 2.** The Executive Board shall prepare an annual budget for approval  
25 of the Chapter membership no later than January of each year, which shall contain  
26 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve  
27 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,  
28 except that the Treasurer shall submit any single expenditure in excess of \$100 to the  
29 Executive Board for prior approval. Expenditures in excess of those approved in the  
30 budget must have prior approval of the Chapter membership.

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33 **ARTICLE VIII**  
34 **COMMITTEES**  
35

36 **Section 1. Standing Committees:** The following shall be the standing  
37 committees of the Chapter: Auditing, Elections, Grievance, Membership, Negotiating,  
38 Nominating, Political Action. Unless otherwise specified herein, the President shall, as  
39 soon as possible after January 1 of each year, appoint the chairpersons and members  
40 of the standing committees, which appointment shall be subject to the ratification of the  
41 Executive Board. The President shall determine the number of members to be  
42 appointed to each, except as otherwise provided herein.

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1           **Section 2. Ad Hoc Committees:** Such other committees as the President or  
2 the Chapter membership may deem necessary to perform a specified task for the  
3 welfare of the Chapter may be appointed. The President shall determine the  
4 composition of such committees and the timelines for completion of their assigned  
5 duties. Such ad hoc committees shall cease to function upon completion of their  
6 specified task.

7  
8           **Section 3.** The 2<sup>nd</sup> Vice President shall act as coordinator of all appointed  
9 committees and shall be Chairperson of the Membership Committee. The Chief Union  
10 Steward shall be Chairperson of the Grievance Committee.

11  
12           **Section 4.** The President shall be an ex-officio member of all committees,  
13 except the Auditing, Elections, and Nominating Committees.

14  
15           **Section 5. Quorum:** A majority of the members of any committee must be  
16 present at any meeting to constitute a quorum.

17  
18           **Section 6. Terms:** Unless otherwise provided herein, the term of office for all  
19 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
20 their successors are appointed, provided that any committee member shall  
21 automatically forfeit the office if they cease to be an Active member in good standing.

22  
23           **Section 7. Auditing Committee:** It shall be the duty of this committee to  
24 receive and audit the books and records of the Treasurer immediately after the close of  
25 each fiscal year, and at such other times as may be directed by the President, and  
26 report its findings to the Chapter membership.

27  
28           **Section 8. Elections Committee:** It shall be the duty of this committee to  
29 supervise and assist in the preparation, distribution, and counting of the ballots in all  
30 elections (including contract ratifications) within the Chapter, and certify the results to  
31 the Chapter President. In addition, the committee shall ensure that election procedures  
32 are in accordance with applicable provisions of the Association's Constitution & Bylaws  
33 and Policy, and this constitution.

34  
35           **Section 9. Grievance Committee:**

36  
37           (a) It shall be the duty of the Grievance Committee to supervise and assist the  
38 operation of the Chapter's Union Steward program. The committee shall ensure that all  
39 grievances are handled properly in their investigation, filing, and resolution.

40  
41           (b) The committee shall be empowered to review proposed settlements of  
42 grievances undertaken by individual members of the bargaining unit (i.e., without  
43 representation of a Union Steward or CSEA staff) to ensure they are resolved  
44 consistent with provisions of the collective bargaining agreement.

1 (c) The committee shall review all grievances going beyond the second level  
2 to determine whether CSEA staff assistance should be obtained. If staff assistance is  
3 required, the Executive Board shall be so notified.  
4

5 (d) The committee shall review all grievances being considered for arbitration  
6 and recommend to the Executive Board on whether each particular case should be  
7 arbitrated.  
8

9 **Section 10. Membership Committee:** It shall be the duty of this committee to  
10 strive for 100% CSEA membership within the represented bargaining unit(s), and to  
11 prepare and execute a program designed to secure new members and stimulate  
12 membership attendance at Chapter meetings on an ongoing basis.  
13

14 **Section 11. Negotiating Committee (Team):**  
15

16 (a) The Negotiating Committee shall consist of a chairperson as designated  
17 by the Chapter President, plus one (1) representative from each of the major job  
18 classifications represented by this Chapter, as follows: Operations/Maintenance,  
19 Secretarial/Clerical/Fiscal, Technical, and Instructional.  
20

21 (b) The committee members shall be appointed by the President from among  
22 the members in good standing employed in each of the classifications designated  
23 above.  
24

25 (c) Term of office for the appointed members shall commence upon their  
26 appointment and continue for three (3) years or until their successors are appointed.  
27

28 (d) Vacancies shall be filled by appointment by the President within the  
29 affected classification for the remainder of the original term only.  
30

31 (e) **Duties:** It shall be the duty of the Negotiating Committee to:  
32

33 (1) Research issues and prepare and submit initial bargaining  
34 proposals (including proposals on re-openers) for review and approval of members in  
35 good standing of the bargaining unit(s) prior to commencement of negotiations.  
36

37 (2) Negotiate the contract (including re-openers and modifications) for  
38 and on behalf of the Chapter with assistance from CSEA field staff.  
39

40 (3) Keep the Executive Board and the membership informed on the  
41 progress of negotiations and solicit membership input where advisable.  
42

43 (4) Ensure that all bargained agreements are submitted for ratification  
44 of the bargaining unit(s) in accordance with Article XIII of this constitution.  
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1           **Section 12. Nominating Committee:** It shall be the duty of this committee to  
2 investigate the qualifications of members for the elective Executive Board offices and  
3 submit such nominees as in its judgment will best serve the interests of the Chapter.  
4 Nominations shall be reported to the Chapter membership as required by Article IV of  
5 this constitution.

6  
7           **Section 13. Political Action Committee:** It shall be the duty of this committee  
8 to:

9  
10           (a) Develop and implement a Chapter alert system designed for emergency  
11 contact of the membership when immediate Chapter action is necessary on contract  
12 matters, legislative and political issues, and other items of importance to the Association  
13 and Chapter.

14  
15           (b) Keep the members informed about the legislative program of the  
16 Association and may recommend to the Chapter membership legislative proposals it  
17 deems desirable for submission to the Association's Legislative Committee for  
18 consideration and inclusion in the Association's legislative program.

19  
20           (c) Work cooperatively with the Political Action Coordinator (PAC),  
21 appropriate staff and PACE and Legislative Committee area representatives in  
22 furtherance of the Association's legislative and political goals, rendering regular reports  
23 at Chapter meetings regarding the same and recommending any Chapter support or  
24 activity it considers appropriate.

25  
26           (d) Encourage all members to financially support PACE of CSEA and the  
27 Victory Club, and educate the membership regarding the necessity for active  
28 participation in the political process in accordance with Association and Chapter goals.

29  
30           (e) Make recommendations to the Chapter membership regarding  
31 endorsement of candidates for school board, in accordance with the following  
32 procedures:

33  
34           (1) The committee shall conduct a pre-screening of candidates to be  
35 recommended for endorsement, through direct interviews or questionnaires sent to the  
36 candidates. Following the pre-screening process, the committee shall present its  
37 recommendations for endorsement at a designated Chapter meeting for action by the  
38 Chapter membership. A majority vote shall be required for endorsement.

39  
40           (2) Whenever possible, the committee shall arrange for a candidates'  
41 forum to provide Chapter members an opportunity to hear and question the candidates  
42 on relevant issues prior to hearing the committee's recommendation and the  
43 endorsement vote being taken.

44  
45           (f) The committee shall determine the amount of financial support, if any, to  
46 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on  
47 such forms as may be required.

1 (g) The committee shall solicit volunteer activity by the Chapter membership  
2 on behalf of endorsed candidates, and shall be responsible for coordinating and  
3 directing such member activities.  
4

5  
6 **ARTICLE IX**  
7 **UNION STEWARDS**  
8

9 **Section 1. Appointment:** The Chapter President shall appoint Union  
10 Stewards, subject to the ratification of the Executive Board, to serve each job  
11 classification. The President shall determine the number of Stewards to be appointed  
12 for each area of representation.  
13

14 **Section 2. Term of Office:** Term of office for Union Stewards shall be from  
15 their appointment to the end of the Chapter fiscal year, or until their successors are  
16 appointed, provided that any Union Steward shall automatically forfeit such office if they  
17 cease to be an Active member in good standing employed within the designated service  
18 area. Vacancies shall be filled by appointment of the President, ratified by the  
19 Executive Board, from among the qualified members in good standing employed within  
20 the affected service area, for the remainder of the original term only.  
21

22 **Section 3. Duties:** The Union Steward(s) shall:  
23

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

27 (b) Attend periodic Site Representative/site council meetings as directed by  
28 the Chief Union Steward.  
29

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

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

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

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

45 (g) **Preserve the confidentiality** of personal grievances, resolve differences  
46 among the membership in grievance handling; maintain a file on all grievances handled  
47 which shall be turned over to the Chief Union Steward upon completion.  
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**ARTICLE X**  
**SITE REPRESENTATIVES**

**Section 1.** Site Representatives to serve each worksite shall be appointed by the President and ratified by the Executive Board.

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

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

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

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

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

(e) Attend Chapter meetings; attend training workshops and other seminars as directed and approved by the Chapter President; attend joint Union Steward/Site Representative (site council) meetings as may be called by the Chief Union Steward and/or the 1<sup>st</sup> Vice President.

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

**Section 1. Recall of Elected Offices**

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

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

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

## 12 **Section 2. Removal of Appointed Offices**

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14  
15 (a) Any appointee of the President/Executive Board may be removed from  
16 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,  
17 provided such person shall be provided at least five (5) days advance notice of the  
18 reasons for removal and the time, date and place where the Board will meet to vote on  
19 the matter. At said meeting the member shall be afforded an opportunity to provide  
20 rebuttal argument prior to the vote being taken.

21  
22 (b) Any appointed committee chairperson or member failing to attend three  
23 (3) consecutive committee meetings, unless excused for cause, shall be automatically  
24 removed from the committee.

## 25 **Section 3. Resignation from Office**

26  
27  
28 (a) A resignation by an elected officer is not effective until accepted by the  
29 Active members in good standing present at a Chapter meeting.

30  
31 (b) A resignation by any appointee of the President/Executive Board is not  
32 effective until accepted by the President/Executive Board.

## 33 34 35 **ARTICLE XII** 36 **DELEGATES TO CONFERENCE**

37  
38 **Section 1. Delegates:** Voting delegates to an annual conference of the  
39 Association (and their alternates) shall be designated from among the Active members  
40 in good standing as follows:

41  
42 (a) The Chapter President.

43  
44 (b) Additional delegates in such number as may be authorized by the Chapter  
45 for attendance, but not to exceed the total number authorized by the Bylaws of the  
46 Association, shall be elected as provided in Section 2 below.

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1           **Section 3. Negotiated Agreement:**  
2

3           (a) When the Negotiating Committee has negotiated a contract, tentative  
4 agreement, or modifications to an existing contract, it shall immediately submit one (1)  
5 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for  
6 review by the Association prior to membership ratification.  
7

8           (1) All contract modifications shall be submitted to the Labor Relations  
9 Representative for review by the Association. However, membership ratification shall  
10 not be required for those items listed as exceptions to the definition of "modifications"  
11 within the provisions of Association Policy 610, unless they are included as part of  
12 contract re-opener negotiations.  
13

14           **Section 4. Ratification Procedures:**  
15

16           (a) A copy of the tentative agreement or a summary of the tentative  
17 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the  
18 ratification meeting. The Negotiating Committee shall include a statement  
19 recommending ratification of the agreement. If a summary only is provided, copies of  
20 the tentative agreement containing the exact language of the proposal shall be provided  
21 at the meeting.  
22

23           (b) The Chapter President shall set the date, time and place for the ratification  
24 meeting, which shall be open to attendance by all employees within the bargaining  
25 unit(s), whether or not they are CSEA members.  
26

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

- 31           (1) To individual bargaining unit employees utilizing the U.S. mail or  
32 the employer's mail system;  
33           (2) Distribution by Site Representatives or others;  
34  
35           (3) Posting in prominent locations at each worksite.  
36

37           **Exception to the above:** The Association's Executive Director, or designee,  
38 may approve a notice period of less than five (5) working days upon request of the  
39 Chapter President, if it is determined that an immediate ratification meeting would be  
40 advisable.  
41

42           **(d) Conduct of Meeting and Vote:**  
43

44           (1) The Negotiating Committee shall review the provisions of the  
45 tentative agreement and indicate its recommendations for ratification.  
46  
47  
48

1 (2) If the Association recommends rejection of the tentative agreement,  
2 an Association representative shall be in attendance at the ratification meeting and shall  
3 be provided ample opportunity to outline the recommendation for rejection and the  
4 reasons therefore.

5  
6 (3) Polls for voting shall not be opened until the period for discussion,  
7 debate, and answering of questions has begun. Non-CSEA members of the bargaining  
8 unit(s) in attendance shall be granted the right to participate in the discussion and  
9 debate. **They shall not, however, have the right to make motions or vote.**

10  
11 (4) The ratification vote shall be by secret ballot conducted at the  
12 ratification meeting under the supervision of the Elections Committee and in accordance  
13 with procedures required by Association Policy 610. Only Active CSEA members of the  
14 bargaining unit(s) who are in good standing and present at the ratification meeting shall  
15 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy  
16 votes shall not be permitted.

17  
18 (5) Ballots shall be tallied and results announced prior to close of the  
19 meeting. A majority vote shall ratify.

20  
21 **Section 5. Executed Agreement:** Every collective bargaining agreement  
22 shall be executed by both the Association and appropriate representatives of this  
23 Chapter. No contract shall be valid which has not been ratified by the Chapter  
24 membership.

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27 **ARTICLE XIV**  
28 **CONCERTED ACTIVITIES**

29  
30 **Section 1.** No concerted withholding of service shall be instituted by this  
31 Chapter unless such concerted action has been approved at a regular or special  
32 membership meeting, advance notice having been given, by secret ballot vote of not  
33 less than sixty-five percent (65%) of the Active members in good standing present and  
34 voting; and approval for such concerted activity has been granted by the Association's  
35 Board of Directors.

36  
37 **Section 2.** If the dispute relates to contract negotiations, no concerted  
38 withholding of service shall be instituted unless the last offer of the employer has been  
39 submitted to the Chapter membership in accordance with Article XIII of this constitution  
40 and has been rejected, and the requirements of Section 1 above shall have been met.

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**ARTICLE XV  
AMENDMENTS TO CONSTITUTION**

**Section 1.** This Constitution shall at all times conform to all provisions of the Association Constitution & Bylaws and Policy, and where any conflict should occur, the 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 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 Association, and a final audit of the financial books and records of the Chapter shall be made in conjunction with the Association's 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 Association shall be promptly remitted to the Association's general fund.



1 (c) Funds then remaining shall then be distributed for purposes as  
2 appropriate and authorized in accordance with provisions contained in Association  
3 Policy 612.  
4

5  
6 **ARTICLE XVII**  
7 **PARLIAMENTARY AUTHORITY**  
8

9 The rules contained in the current edition of *Robert's Rules of Order, Newly*  
10 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this  
11 constitution, the Constitution & Bylaws or Policy of the Association, and any special  
12 rules the Chapter may adopt.  
13

14  
15 **ARTICLE XVIII**  
16 **FISCAL YEAR**  
17

18 The fiscal year of this Chapter shall extend from January 1 through December  
19 31, inclusive.  
20

21  
22 **ARTICLE XIX**  
23 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**  
24

25 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by  
26 the President and ratified by the Executive Board.  
27

28 **Section 2.** His/her duties shall be to:  
29

30 (a) Direct Chapter members to the right sources so they receive the best  
31 retirement information available.  
32

33 (b) Attend Chapter meetings and training workshops/seminars as directed  
34 and approved by the Chapter President.  
35

36  
37 **ARTICLE XX**  
38 **DELEGATES TO THE CENTRAL LABOR COUNCIL**  
39

40 **Section 1. Delegates:** Delegates to the Los Angeles County Federation of  
41 Labor (LACFL) shall be designated from among the Active members in good standing  
42 (including Active Retired members of this Chapter) as follows:  
43

44 (a) The Chapter President or a designee from the Executive Board.  
45

46 (b) Additional delegates in such number as may be authorized by the  
47 governing document of the LACFL.  
48

1           **Section 2. Election:**

2  
3           (a) Nominations for the authorized delegate position(s), other than the  
4 President/Executive Board designee, shall be taken at the regular Chapter meeting in  
5 November, and election shall be by secret ballot at the next regular Chapter meeting in  
6 December.

7  
8           (b) Notification of nominations and election and all other procedural matters  
9 relating to the delegate election shall conform to Association Policy 618 and shall be  
10 conducted under the supervision of the Elections Committee.

11  
12           **Section 3. Term of Office.** Term of office for the elected LACFL delegates  
13 shall commence upon their election and continue for two (2) years or until their  
14 successors are elected.

15  
16           **Section 4. Vacancies:** Vacancies shall be filled by special election for the  
17 remainder of the original term.

18  
19           **Section 5. Responsibilities:** Delegates shall:

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21           (a) Make written or oral reports to the Executive Board and Chapter.

22  
23           (b) Make periodic reports, as requested, at Regional Presidents Meetings  
24 (RPMs).

25  
26           (c) Follow the constitution & bylaws of the LACFL in respect to delegate  
27 duties to the LACFL.

28  
29           (d) Represent the Chapter at LACFL on all applicable CSEA issues.

30  
31           (e) Attend monthly LACFL meetings.

32  
33           (f) Attend monthly LACFL Executive Board meetings, as appropriate.

34  
35           (g) Ensure that all actions are consistent with CSEA policies and procedures,  
36 including political endorsements.

