

**CONSTITUTION OF
American River Chapter No. 528, CSEA
Latest Revision February 28, 2024**

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 American River Chapter No. 528, CSEA.

APPROVED

California School Employees Association

Date: June 10, 2024

By: *Chance Davis*, Executive Coordinator

TABLE OF CONTENTS

	<u>Page</u>
Article I - Name and Objects.....	3
Article II - Membership.....	3
Article III - Dues and Assessments.....	6
Article IV - Officers & Executive Board/Election Procedures	7
Article V - Authority of Executive Board/Duties of Officers	9
Article VI - Meetings	14
Article VII - Control of Funds / Budget	15
Article VIII - Committees	15
Article IX - Union Stewards.....	18
Article X - Site Representatives	19
Article XI - Recall or Removal from Office	20
Article XII - Delegates to Conference	21
Article XIII - Contract Ratification.....	22
Article XIV - Concerted Activities	24
Article XV - Amendments to Constitution.....	24
Article XVI - Disbandment of Chapter	25
Article XVII - Parliamentary Authority	25
Article XVIII - Fiscal Year.....	25
Article XIX - Chapter Pre-Retirement Resource Person	25

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ARTICLE I NAME AND OBJECTS

Section 1. Name: The name of this organization shall be American River Chapter No. 528 of the California School Employees Association.

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

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ARTICLE II MEMBERSHIP

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

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

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

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

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

1 (4) Active members of this Chapter must also be Active members of
2 the Association as defined in the Association's Constitution.
3

4 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an 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 \$10.00. Such members shall be permitted to attend
23 Chapter meetings and social functions and to receive the Chapter newsletter as long as
24 they live in the local area. They shall not otherwise be accorded voice, vote or other
25 participation in Chapter affairs.
26

27 (d) **Active Retired:** Any person who was a member of the Chapter at the
28 time of retirement and who also maintains a retired membership in good standing with
29 the Association may continue as an Active member of this Chapter upon payment of the
30 regular Chapter dues required of Active members. Such dues shall be paid annually in
31 advance or monthly in advance direct to the Chapter Treasurer. Such members shall
32 be entitled to continued full participation in Chapter affairs, including the right to hold
33 appointive or elective offices and the right to vote, with the exception of the right to vote
34 in contract ratification and concerted activities matters.
35

36 Should such member cease to be a retired member in good standing of the
37 Association, the Chapter membership shall automatically terminate.
38

39 **Section 2.** Active membership shall be effective upon the completion, dating, and
40 signing of an official CSEA application form as provided by the Association, and
41 execution of a valid authorization for payroll deduction of dues or payment of at least
42 one (1) year's dues in advance. The application shall be immediately forwarded,
43 together with advance dues received if any, to the Association. The Association shall
44 send payroll deduction authorizations to the appropriate district office.
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1 **Section 3. Membership "In Good Standing"**
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3 (a) Membership "in good standing" shall be effective and shall continue upon
4 receipt of the required dues for the current month. For purposes of establishing voting
5 rights and eligibility to hold an elected or appointed office, Active members whose dues
6 are paid via payroll deduction shall not be deemed to be in good standing until the first
7 of the month following the month in which the first dues are deducted, unless the
8 member pays dues in cash for the interim period.
9

10 (b) Membership shall terminate with:

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

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

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

23 (4) The date of execution of a document terminating payroll deduction
24 of dues, unless arrangements have been made with the Chapter Treasurer for advance
25 cash payment. However, the dues authorization signed by a member is a contract which
26 by law is not terminable without reasonable advance written notice being provided to the
27 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
28 being ten (10) working days.
29

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

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

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

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

41 (a) Members who no longer wish to retain that status may resign CSEA
42 membership by providing a ten (10) working day advance written notification to the
43 Area's assigned CSEA Field Office. Such notification must include the member's name,
44 address, employer's name or Chapter name, the last four (4) digits of their social
45 security number, and CSEA ID or Employee ID number.
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1 (b) Any member failing to pay all dues owed for sixty (60) days shall be
2 deemed delinquent and shall not be considered to be in good standing until such
3 delinquency has been remitted.

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

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

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

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

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20 **ARTICLE III**
21 **DUES AND ASSESSMENTS**

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

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

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

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

41
42 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
43 Chapter shall be \$30.00 per year, payable by payroll deduction during each of the
44 months September through June in which the member is in regular paid status; or
45 payable annually in advance to the Chapter Treasurer.

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

49

1 (d) When there is more than one (1) nominee for an office, an election shall
2 be conducted at the December Chapter meeting by secret ballot vote of Active
3 members in good standing present at said meeting. It shall require a plurality vote to
4 elect any officer. Write-in votes shall not be accepted. If a tie exists, the election shall
5 be determined by lot (draw) between the tied candidates.
6

7 Those eligible to vote for the positions of Unit Vice President shall only be those
8 members in good standing present who are employed in the respective unit.
9

10 (e) Notices of the time, date, and place for nominations and balloting, and all
11 other procedural matters relating to conducting these elections, shall be in accordance
12 with provisions of Association Policy 618.
13

14 (f) All candidates or their designated representative shall be accorded the
15 right to observe the ballot tally process.
16

17 (g) All ballots, including used, unused, invalid and challenged ballots, tally
18 sheets and related election documents, including notices of nomination and election
19 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
20 all challenges to the election or charges of misconduct in the running of the election
21 have been resolved, whichever is the longer period.
22

23 **Section 5. Terms of Office:** Elected officers shall take office and assume
24 their duties on the January 1 following their election and shall continue to serve for
25 two (2) years or until their successors are elected, provided that any officer shall
26 automatically forfeit such office if they cease to be an Active member in good standing.
27

28 **Section 6. Vacancies:**
29

30 (a) A vacancy in the office of President shall be filled by the 1st Vice President.
31

32 (b) A vacancy in the office of 1st Vice President shall be filled by a Unit Vice
33 President chosen by lot from among those willing to serve in the position. If none are
34 willing to serve, the vacancy shall be filled in accordance with paragraph (d) below.
35

36 (c) A vacancy in an office of Unit Vice President shall be filled by vote of the
37 Active members in good standing employed within the designated unit present at a
38 meeting at which nominations are taken and a secret ballot vote conducted, provided
39 that at least five (5) working days advance notice shall be given as to the date, time,
40 and place of said meeting.
41

42 (d) For vacancies in any other elected office, the Executive Board shall submit
43 its recommendation to fill the office in writing to the Chapter membership at least five (5)
44 working days in advance of a designated Chapter meeting. Nominations from the floor
45 shall also be accepted at said meeting. If there are no nominations from the floor, the
46 Executive Board's candidate shall be declared elected. If nominations from the floor are
47 made, a secret ballot election shall be conducted among the Active members in good
48 standing present.
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2 **ARTICLE V**
3 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**

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

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

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

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

25
26 A majority of the members of the Executive Board shall constitute a quorum.

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

32
33 **Section 3. President:** The President shall:

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

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

40
41 (c) Set Chapter meeting agendas, as noted in Article VI.

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

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49 (e) Attend all regional presidents' meetings (RPMs) and such other meetings

1 as required by the Association or direction of the Chapter, and report back to the
2 Executive Board and Chapter membership at the next Chapter meeting, with
3 recommendations for Chapter action or as otherwise required.
4

5 (f) Serve as a member of the Membership Committee, and promote and
6 participate in membership recruitment activity to build the union.
7

8 (g) Notify and update the Association for all elected and appointed positions
9 within the Chapter.
10

11 (h) Perform such other duties as normally pertain to the office of President or
12 ordered by this constitution.
13

14 **Section 4. 1st Vice President:** The 1st Vice President shall:
15

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

19 (b) At all times assist the President in the performance of their duties.
20

21 (c) Assume the office of President if a vacancy occurs.
22

23 (d) Coordinate the activities of the standing committees.
24

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

28 (f) Coordinate and direct the activities of the Site Representative Coordinator.
29

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

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

37 **Section 5. Unit Vice Presidents:** The Unit Vice Presidents shall:
38

39 (a) At all times assist the President and 1st Vice President in the performance
40 of their duties, as requested.
41

42 (b) Call and conduct Unit meetings as necessary to keep the Unit's
43 membership informed on Chapter and bargaining activities and receive membership
44 input.
45

46 (c) Report the concerns and needs of the Unit membership to the Executive
47 Board.
48

1 (d) Serve as a member of the Membership Committee, and promote and
2 participate in membership recruitment activity to build the union.
3

4 (e) Perform such other duties as may be assigned by the Executive Board or
5 by direction of the Chapter.
6

7 **Section 6. Secretary:** The Secretary shall:
8

9 (a) Keep an accurate record of all proceedings of Chapter and Executive
10 Board meetings, including an accurate roll of members and officers in attendance at
11 each.
12

13 (b) Keep an accurate roster of the officers of the Chapter and see that such
14 information is forwarded to the Association as required.
15

16 (c) Issue notices of all meetings of the Executive Board and Chapter
17 meetings, which shall include notice of matters for discussion at same.
18

19 (d) Notify members of all committees of their appointment/election.
20

21 (e) Have custody of all correspondence, official documents and historical
22 records of the Chapter, which shall be open at all times for the inspection of the
23 President or the agent and members of the Executive Board.
24

25 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
26 Association and the constitution of this Chapter and see that copies of same are
27 available for reference at all Executive Board and Chapter meetings, and available for
28 inspection by the general membership upon request.
29

30 (g) Serve as a member of the Membership Committee, and promote and
31 participate in membership recruitment activity to build the union.
32

33 (h) Perform such other duties as normally pertain to the office of Secretary or
34 as may be assigned by the President/Executive Board or ordered by this constitution.
35

36 **Section 7. Treasurer:** The Treasurer shall:
37

38 (a) Receive all funds of the Chapter and keep and disburse same under the
39 direction of the President and as required by the Constitution & Bylaws of the
40 Association and this Chapter.
41

42 (b) Keep or cause to be kept regular books and full accounts which shall be
43 open at all times to inspection of the President or the agent and the Auditing Committee.
44

45 (c) Provide access to all records, vouchers and statements to the Auditing
46 Committee for annual inspection at the close of each fiscal year.
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1 (d) Report at each meeting of the Executive Board and Chapter as to the
2 financial condition of the treasury with a detailed statement of receipts and expenditures
3 and accounts payable, to include per capita dues/fees paid and owed to the Association
4 if any. The report to the Executive Board should also include copies of the bank
5 statement(s)/reconciliation(s).
6

7 (e) Prepare the annual Chapter financial report to include the last day of the
8 fiscal year, and immediately submit same to the President for review and forwarding to
9 the Association, and the membership.
10

11 (f) Promptly forward membership applications and dues payments to the
12 Association. The Association shall send payroll deduction authorizations to the
13 appropriate district office for processing.
14

15 (g) Maintain an accurate record of members in good standing, and prepare
16 such monthly reports and remittances as may be required by the Association and
17 promptly forward to CSEA Headquarters within thirty (30) days of request.
18

19 (h) Assist in preparation of the Chapter budget.
20

21 (i) Upon leaving office, sign such bank signature cards or other documents
22 necessary for the transfer of all Chapter accounts to the new Treasurer.
23

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

27 (k) Update and maintain dual signatures, and signature cards, on all Chapter
28 checking accounts.
29

30 (l) Perform such other duties as normally pertain to the office of Treasurer or
31 as may be assigned by the President/Executive Board or ordered by this constitution.
32

33 **Section 8. Communications Officer:** The Communications Officer shall:
34

35 (a) Edit and distribute a newsletter or similar publication as may be authorized
36 by the Executive Board and the Chapter membership.
37

38 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
39 and official publications of the Association.
40

41 (c) Serve as a member of the Membership Committee, and promote and
42 participate in membership recruitment activity to build the union.
43

44 (d) Perform such other duties as normally pertain to the Communications
45 Officer or as may be assigned by the President/Executive Board or ordered by this
46 constitution.
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1 **Section 9. Chief Union Steward:** The Chief Union Steward shall:
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3 (a) Attend training sessions for Chief Union Stewards provided by the
4 Association and/or other appropriate training as directed by the President.
5

6 (b) Ensure that the Union Steward program of the Chapter functions
7 according to the requirements set forth in this constitution; ensure that all grievances
8 are handled properly in their investigation and filing, and consistent in their resolution.
9

10 (c) Maintain the necessary records on matters of contract enforcement to
11 permit the Chapter to effectively represent bargaining unit employees.
12

13 (d) Process all grievances not settled at the immediate-supervisory level,
14 unless CSEA staff assistance is required. If staff assistance is required, the President
15 shall be notified.
16

17 (e) Keep the Executive Board informed on all grievance activity.
18

19 (f) Review all grievances being considered for arbitration and recommend to
20 the Executive Board whether each particular case should be arbitrated.
21

22 (g) Serve as a member of the Membership Committee, and promote and
23 participate in membership recruitment activity to build the union.
24

25 **Section 10. Site Representative Coordinator:** The Site Representative
26 Coordinator shall:
27

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

30 (b) Coordinate membership recruitment activities and the activities of the Site
31 Representatives.
32

33 (c) Conduct membership drives on behalf of the Chapter.
34

35 (d) Serve as a member of the Membership Committee, and promote and
36 participate in membership recruitment activity to build the union.
37

38 (e) Perform such other duties as normally pertain to the office of Site
39 Representative Coordinator or as may be assigned by the President/Executive Board or
40 ordered by this constitution.
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42 **Section 11. Immediate Past President:** The Immediate Past President shall
43 be a member of the Executive Board and perform such duties as may be assigned by
44 the President and/or the Executive Board.
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**ARTICLE VI
MEETINGS**

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

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

Section 3. Meeting Notices:

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

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

Section 4. Unless otherwise ordered by two-thirds (2/3) vote of the members present, the order of business at regular Chapter meetings shall be:

- (1) Quorum Call & Call to Order
- (2) Pledge of Allegiance to the Flag
- (3) Communications
- (4) Treasurer's Report
- (5) Approval of Minutes of the Previous Meeting
- (6) Committee Reports
 - (a) Recognition of New Members
 - (b) Report of the Negotiating Committee
 - (c) Union Steward/Site Representative Reports
 - (d) Other Committees as Required
- (7) Old Business
- (8) New Business
- (9) Officer Reports
- (10) Good of the Order
- (11) Adjournment

Section 5. Quorum for Meetings: It shall require at least a quorum of the Executive Board and five (5) members in good standing in attendance at any Chapter meeting for business to be conducted.

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**ARTICLE VII
CONTROL OF FUNDS / BUDGET**

Section 1. All funds received shall be deposited in the name of American River Chapter No. 528, CSEA, in such bank or other financial institution as approved by the Executive Board. The use of chapter debit cards is strictly prohibited. No funds shall be disbursed except by check, duly authorized and signed by the Treasurer and the President or 1st Vice President. In the event of absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature of the President and one (1) of the following: 1st Vice President or Secretary.

Section 2. The Executive Board shall prepare an annual budget for approval of the Chapter membership no later than January of each year, which shall contain itemized estimated receipts and expenditures, and amounts to be set aside as a reserve fund, if any. The approved budget shall then regulate the expenditures of the Chapter. Expenditures in excess of those approved in the budget must have prior approval of the Chapter membership, except that expenditures under \$100 may be approved by the Executive Board and reported to the Chapter membership at the next Chapter Meeting.

**ARTICLE VIII
COMMITTEES**

Section 1. Standing Committees: The following shall be the standing committees of the Chapter: Auditing, Elections, Membership, Negotiating, and Political Action. Unless otherwise specified herein, the President shall, within thirty (30) days of being elected to office, but in no case later than the first scheduled Chapter meeting in January following their election, appoint the chairpersons and members of the standing committees. Appointment shall be subject to the ratification by a majority vote of the Executive Board. If a majority of the Executive Board does not approve the appointments, the Executive Board will meet to discuss alternate recommendations for appointment. The President shall determine the number of members to be appointed to each, except as otherwise provided herein.

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

Section 3. The 1st Vice President shall act as coordinator of all appointed committees, and shall be Chairperson of the Membership Committee.

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

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

1 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
2 committees shall be twelve (12) months, from January 1 until the end of the Chapter
3 and fiscal year or until their successors are appointed and ratified by the Executive
4 Board, provided that any committee member shall automatically forfeit the office if they
5 cease to be an Active member in good standing.
6

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

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

19 **Section 9. Membership Committee:** It shall be the duty of this committee to
20 strive for 100% CSEA membership within the chapter, to develop and execute a
21 program designed to secure new members especially at new employee orientations,
22 and stimulate membership attendance at Chapter meetings on an ongoing basis. All
23 members of the Executive Board shall serve as members of this committee in addition
24 to any other members appointed.
25

26 **Section 10. Negotiating Committee (Team):**
27

28 (a) The Negotiating Committee shall consist of the Chapter President or
29 designee as Chairperson, plus one (1) representative from each of the major job
30 groupings represented by this Chapter, as follows: Accounting/Specialist, Maintenance,
31 Instructional Assistant/Aide, Food Service, Operations, Transportation, and
32 Administrative Assistant/Clerical.
33

34 (b) The committee members shall be elected by and from the members in
35 good standing employed in each of the job groupings designated in (a) above. The
36 representatives from Administrative Assistant/Clerical, Food Service, Transportation,
37 and Operations shall be elected in the even-numbered years. The representatives from
38 Accounting/Specialist, Instructional Assistant/Aide, and Maintenance shall be elected in
39 the odd-numbered years.
40

41 (c) The Chapter President shall set the time, date, and place of such election
42 meeting, which shall be no later than September of the designated election year. The
43 Chapter President shall preside at said election meeting, at which nominations will be
44 taken and a secret ballot vote shall be conducted. All procedural matters relating to
45 these elections, including timelines for notice to the affected members, shall be in
46 accordance with Association Policy 618.
47

48 (d) Term of office for the elected members shall commence upon their
49 election and continue for two (2) years or until their successors are elected.

1 (e) Vacancies shall be filled by special election within the affected job
2 grouping for the remainder of the original term only if ninety (90) or more days remain.
3 If less than ninety (90) days remain in the original term, the position shall remain vacant.
4

5 (f) **Duties:** It shall be the duty of the Negotiating Committees to:
6

7 (1) Research issues and prepare and submit initial bargaining
8 proposals (including proposals on reopeners) for review and approval of members in
9 good standing of the bargaining unit(s) prior to commencement of negotiations.
10

11 (2) Negotiate the contract (including reopeners and modifications) for
12 and on behalf of the Chapter with assistance from CSEA field staff.
13

14 (3) Keep the Executive Board and the membership informed on the
15 progress of negotiations and solicit membership input where advisable.
16

17 (4) Ensure that all bargained agreements are submitted for ratification
18 of the bargaining unit(s) in accordance with Article XIII of this Constitution.
19

20 **Section 11. Political Action Committee:** It shall be the duty of this committee
21 to:
22

23 (a) Develop and implement a Chapter alert system designed for emergency
24 contact of the membership when immediate Chapter action is necessary on contract
25 matters, legislative and political issues, and other items of importance to the Association
26 and Chapter.
27

28 (b) Keep the members informed about the legislative program of the
29 Association, and may recommend to the Chapter membership legislative proposals it
30 deems desirable for submission to the Association's Legislative Committee for
31 consideration and inclusion in the Association's legislative program.
32

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

39 (d) Encourage all members to financially support PACE of CSEA and the
40 Victory Club, and educate the membership regarding the necessity for active
41 participation in the political process in accordance with Association and Chapter goals.
42

43 (e) Make recommendations to the Chapter membership regarding
44 endorsement of candidates for school board, in accordance with the following
45 procedures:
46
47
48
49

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

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

12 (f) The committee shall determine the amount of financial support, if any, to
13 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
14 such forms as may be required.
15

16 (g) The committee shall solicit volunteer activity by the Chapter membership
17 on behalf of endorsed candidates, and shall be responsible for coordinating and
18 directing such member activities.
19

20 21 **ARTICLE IX** 22 **UNION STEWARDS** 23

24 **Section 1. Appointment:** The Chapter President shall appoint Union
25 Stewards, subject to the ratification of the Executive Board, to serve each job
26 classification, job grouping, worksite, school/campus. The President shall determine the
27 number of Stewards to be appointed for each area of representation.
28

29 **Section 2. Term of Office:** Term of office for Union Stewards shall be from
30 the January 1 following their appointment to the end of the Chapter and fiscal year, or
31 until their successors are appointed, provided that any Union Steward shall
32 automatically forfeit such office if they cease to be an Active member in good standing
33 employed within the designated service area. Vacancies shall be filled by appointment
34 of the President, ratified by the Executive Board, from among the qualified members in
35 good standing employed within the affected service area, for the remainder of the
36 original term only.
37

38 **Section 3. Duties:** The Union Steward(s) shall:
39

40 (a) Attend annual training sessions for Union Stewards provided by the
41 Association and/or other appropriate training as directed by the Executive Board.
42

43 (b) Attend periodic Site Representative/site council meetings as directed by
44 the Chief Union Steward.
45

46 (c) Educate bargaining unit employees about their rights under the contract
47 and determine how problems arising under the contract can best be handled.
48
49

1 (d) Act as the basic channel of communication between the employees and
2 the Chapter and relay specific member concerns to the Chapter's Negotiating
3 Committee for incorporation into the bargaining proposals.
4

5 (e) Investigate and prepare grievances for processing and handle grievances
6 at the immediate-supervisory level, and be present as required during other steps of the
7 grievance procedure.
8

9 (f) Immediately inform the Chief Union Steward of all grievances received;
10 immediately report to the Chief Union Steward the settlement of grievances processed
11 or the failure to settle within contractual timelines.
12

13 (g) **Preserve the confidentiality** of personal grievances, resolve differences
14 among the membership in grievance handling; maintain a file on all grievances handled
15 which shall be turned over to the Chief Union Steward upon completion.
16

17 **ARTICLE X** 18 **SITE REPRESENTATIVES** 19

20
21 **Section 1. Appointment:** Site Representatives to serve each worksite shall
22 be appointed by the President and ratified by the Executive Board.
23

24 **Section 2. Term of Office:** Term of office for the Site Representative(s) shall
25 be from the date of appointment to the end of the Chapter fiscal year, or until their
26 successor is appointed, provided that any Site Representative(s) shall automatically
27 forfeit such office if they cease to be an Active member in good standing. A vacancy
28 shall be filled for the remainder of the original term only by the requirements in Section 1
29 above.
30

31 **Section 3. Duties:** Site Representative duties shall be to:
32

33 (a) Recruit employees into CSEA membership and educate employees about
34 CSEA.
35

36 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
37 worksite; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.
38

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

45 (d) Relay member concerns to the appropriate Union Steward or other
46 Chapter officer.
47
48
49

1 (e) Attend Chapter meetings; attend training workshops and other seminars
2 as directed and approved by the Chapter President; attend joint Union Steward/Site
3 Representative (site council) meetings as may be called by the Chief Union Steward
4 and/or the 1st Vice President.
5
6

7 **ARTICLE XI**
8 **RECALL OR REMOVAL FROM OFFICE**
9

10 **Section 1. Recall of Elected Offices**
11

12 (a) Any member of the Executive Board (other than the Unit Vice Presidents),
13 Negotiating Committee members, and conference delegates and alternates, may be
14 recalled from office upon a two-thirds (2/3) secret ballot vote of Active members of the
15 Chapter in good standing present and voting at a meeting called for the purpose of a
16 recall action. Unit Vice Presidents may be recalled from office by a two-thirds (2/3)
17 secret ballot vote of the Active members in good standing of the Unit from which the
18 position was originally elected who are present and voting at a designated meeting.
19 Negotiating Committee members may be recalled from office by a two-thirds (2/3)
20 secret ballot vote of the Active members in good standing of the job grouping from
21 which the position was originally elected who are present and voting at a designated
22 meeting.
23

24 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
25 Board or thirty percent (30%) of the members in good standing eligible to vote on the
26 individual being recalled. The petition shall state the specific reasons in support of the
27 recall, and the petition shall be presented to the Executive Board and to the individual.
28

29 (c) Upon receipt of the petition, the Executive Board shall arrange for a
30 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
31 following its receipt, at which the charged person shall be afforded opportunity to rebut
32 the charges, including presentation and cross-examination of witnesses as may be
33 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
34 shall be restricted to members of the Executive Board and members of the Chapter in
35 good standing who are eligible to vote on the particular recall action, authorized
36 representatives of the Association, and such witnesses as may be pertinent to the
37 action. Notice specifying time, date, and place and the specific nature/purpose of the
38 meeting shall be issued to those eligible for attendance at least ten (10) days in
39 advance.
40

41 **Section 2. Removal of Appointed Offices**
42

43 (a) Any appointee of the President/Executive Board may be removed from
44 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
45 provided such person shall be provided at least five (5) days advance notice of the
46 reasons for removal and the time, date and place where the Board will meet to vote on
47 the matter. At said meeting the member shall be afforded an opportunity to provide
48 rebuttal argument prior to the vote being taken.
49

1 (b) Any appointed committee chairperson or member failing to attend three
2 (3) consecutive committee meetings, unless excused for cause, shall be automatically
3 removed from the committee.
4

5 **Section 3. Resignation from Office**

6

7 (a) A resignation by an elected officer is not effective until acknowledged by
8 the Active members in good standing present at a Chapter meeting.
9

10 (b) A resignation by any appointee of the President/Executive Board is not
11 effective until acknowledged by the President/Executive Board.
12

13 **ARTICLE XII**

14 **DELEGATES TO CONFERENCE**

15

16
17 **Section 1. Delegates:** Voting delegates to an annual conference of the
18 Association (and their alternates) shall be designated from among the Active members
19 in good standing as follows:
20

21 (a) The Chapter President.
22

23 (b) Additional delegates in such number as may be authorized by the Chapter
24 for attendance, but not to exceed the total number authorized by the Bylaws of the
25 Association, shall be elected as provided in Section 2 below.
26

27 **Section 2. Election:**

28

29 (a) Nominations for the authorized delegate positions, other than the
30 President, shall be taken at the regular Chapter meeting in March, and election shall be
31 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers
32 for each of the authorized delegates, to include an alternate for the President, shall also
33 be elected.
34

35 (b) Notification of nominations and election and all other procedural matters
36 relating to delegate and alternate election shall conform to Association Policy 618 and
37 shall be conducted under the supervision of the Elections Committee.
38

39 (c) In the event a delegate cannot attend, the Executive Board shall
40 determine which alternate shall replace the authorized delegate.
41

42 **Section 3. Responsibilities:** Delegates shall attend all conference business
43 and other sessions of importance to the Chapter. In addition, the delegates shall:
44

45 (a) Attend at least one (1) orientation meeting at the regional or area level of
46 the Association concerning the resolutions to the upcoming conference, as directed by
47 the President/Executive Board.
48
49

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

4 **Section 4. Delegate Expenses:** The Chapter shall provide delegate
5 expenses (housing, travel, per diem/meal allowances, registration fees, etc.) in
6 accordance with Association Policy and subject to the approval of the Chapter
7 membership.
8
9

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

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

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

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

21 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
22 shall be submitted to the Field Director and Labor Relations Representative for review.
23

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

26 (a) When the Negotiating Committee has negotiated a contract, tentative
27 agreement, or modifications to an existing contract, it shall immediately submit one (1)
28 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for
29 review by the Association prior to membership ratification.
30

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

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

39 (a) A copy of the tentative agreement or a summary of the tentative
40 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the
41 ratification meeting. The Negotiating Committee shall include a statement
42 recommending ratification of the agreement. If a summary only is provided, copies of
43 the tentative agreement containing the exact language of the proposal shall be provided
44 at the meeting.
45

46 (b) The Chapter President shall set the date, time and place for the ratification
47 meeting, which shall be open to attendance by all employees within the bargaining
48 unit(s), whether or not they are CSEA members.
49

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 the President determines to be most
5 efficient:
6

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

11
12 **Exception to the above:** The Association's Executive Director, or designee,
13 may approve a notice period of less than five (5) working days upon request of the
14 Chapter President, if it is determined that an immediate ratification meeting would be
15 advisable.
16

17 (d) **Conduct of Meeting and Vote:**

18
19 (1) The Negotiating Committee shall review the provisions of the
20 tentative agreement and indicate its recommendations for ratification.
21

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

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

32 (4) The ratification vote shall be by secret ballot conducted at the
33 ratification meeting under the supervision of the Elections Committee and in accordance
34 with procedures required by Association Policy 610. Only Active CSEA members of the
35 bargaining unit(s) who are in good standing and present at the ratification meeting shall
36 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy
37 votes shall not be permitted.
38

39 (5) Ballots shall be tallied and results announced prior to close of the
40 meeting. A majority vote shall ratify.
41

42 **Section 5. Executed Agreement:** Every collective bargaining agreement
43 shall be executed by both the Association and appropriate representatives of this
44 Chapter. No contract shall be valid which has not been ratified by the Chapter
45 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 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 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.

(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 Association, and any special rules the Chapter may adopt.

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**ARTICLE XVIII
FISCAL YEAR**

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

**ARTICLE XIX
CHAPTER PRE-RETIREMENT RESOURCE PERSON**

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

Section 2. The Chapter Pre-Retirement Resource Person shall:

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

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