

First Reading – February 1, 2011 -Chapter Meeting  
Second Reading– March 1, 2011 -Chapter Meeting

## CONSTITUTION OF

Huntington Beach Union High School District Chapter No. 157, CSEA

Latest Revision December 6, 2005

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 Huntington Beach Union High School District Chapter No. 157, CSEA.

# APPROVED

California School Employees Association

Date: March 13, 2006; CORRECTED November 29, 2008

By: *Denise K. Jensen*, Senior Executive Manager

1	<b>TABLE OF CONTENTS</b>	
2	<b>ARTICLE I - NAME AND OBJECTS .....</b>	<b>6</b>
3	Section 1. Name .....	6
4	Section 2. Objects .....	6
5	<b>ARTICLE II - MEMBERSHIP .....</b>	<b>7</b>
6	Section 1. Membership .....	7
7	Section 2. Active membership .....	8
8	Section 3. Membership "In Good Standing" .....	9
9	Section 4. Fair Share Service Fee Payers.....	10
10	Section 5. Delinquency & Resignation .....	10
11	Section 6. Expulsion, Suspension, Discipline .....	11
12	<b>ARTICLE III - DUES and ASSESSMENTS.....</b>	<b>12</b>
13	Section 1. Association Per Capita Dues.....	12
14	Section 2. Chapter Dues.....	12
15	Section 3. The local Chapter dues plus the Association.....	12
16	Section 4. Assessments.....	13
17	Section 5. Fund Solicitation .....	13
18	<b>ARTICLE IV - OFFICERS &amp; EXECUTIVE BOARD/ELECTION PROCEDURES .....</b>	<b>14</b>
19	Section 1. Officers.....	14
20	Section 2. Executive Board .....	14
21	Section 3. Eligibility to Hold Office.....	14
22	Section 4. Nominating and Election Procedures .....	14
23	Section 5. Terms of Office.....	15
24	Section 6. Vacancies.....	15
25	<b>ARTICLE V - AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS .....</b>	<b>17</b>
26	Section 1. Executive Board .....	17

1	Section 2. Duties of Officers, General.....	17
2	Section 3. President: .....	17
3	Section 4. Vice President .....	18
4	Section 5. Secretary .....	19
5	Section 6. Treasurer .....	20
6	Section 7. Site Representative Coordinator.....	21
7	Section 8. Public Relations Officer .....	21
8	Section 9. Chief Shop Steward.....	22
9	<b>ARTICLE VI - MEETINGS .....</b>	<b>23</b>
10	Section 1. Regular business meetings.....	23
11	Section 2. Special meetings .....	23
12	Section 3. Meeting Notices.....	23
13	Section 4.....	23
14	Section 5. Quorum for Meetings .....	24
15	<b>ARTICLE VII - CONTROL OF FUNDS / BUDGET.....</b>	<b>25</b>
16	Section 1.....	25
17	Section 2.....	25
18	<b>ARTICLE VIII - COMMITTEES .....</b>	<b>26</b>
19	Section 1. Standing Committees.....	26
20	Section 2. Ad Hoc Committees .....	26
21	Section 3.....	26
22	Section 4. The President .....	26
23	Section 5. Quorum .....	26
24	Section 6. Terms .....	26
25	Section 7. Auditing Committee.....	26
26	Section 8. Elections Committee .....	27

1	Section 9. Membership Committee:.....	27
2	Section 10. Negotiating Committee (Team) .....	27
3	Section 11. Political Action Committee .....	28
4	<b>ARTICLE IX - JOB STEWARDS .....</b>	<b>30</b>
5	Section 1. Appointment.....	30
6	Section 2. Term of Office .....	30
7	Section 3. Duties .....	30
8	<b>ARTICLE X - SITE REPRESENTATIVES .....</b>	<b>33</b>
9	Section 1.....	33
10	Section 2.....	33
11	<b>ARTICLE XI - RECALL OR REMOVAL FROM OFFICE .....</b>	<b>34</b>
12	Section 1. Recall of Elected Offices.....	34
13	Section 2. Removal of Appointed Offices .....	34
14	Section 3. Resignation from Office .....	35
15	<b>ARTICLE XII - DELEGATES TO CONFERENCE.....</b>	<b>36</b>
16	Section 1. Delegates.....	36
17	Section 2. Election.....	36
18	Section 3. Responsibilities .....	36
19	<b>ARTICLE XIII - CONTRACT RATIFICATION .....</b>	<b>38</b>
20	Section 1. Contract ratification procedures.....	38
21	Section 2. Initial Proposals.....	38
22	Section 3. Negotiated Agreement .....	38
23	Section 4. Ratification Procedures.....	38
24	Section 5. Executed Agreement.....	40
25	<b>ARTICLE XIV - CONCERTED ACTIVITIES.....</b>	<b>41</b>
26	Section 1.....	41

1	Section 2.....	41
2	<b>ARTICLE XV - AMENDMENTS TO CONSTITUTION.....</b>	<b>42</b>
3	Section 1. This Constitution shall at all times conform .....	42
4	Section 2.....	42
5	Section 3. Approval by two-thirds (2/3) .....	42
6	Section 4.....	42
7	<b>ARTICLE XVI - DISBANDMENT OF CHAPTER .....</b>	<b>43</b>
8	Section 1.....	43
9	<b>ARTICLE XVII - PARLIAMENTARY AUTHORITY .....</b>	<b>43</b>
10	<b>ARTICLE XVIII - FISCAL YEAR .....</b>	<b>43</b>
11		

1 **ARTICLE I - NAME AND OBJECTS**

2

3 **Section 1. Name:** The name of this organization shall be Huntington Beach Union  
4 High School District Chapter No. 157 of the California School Employees Association  
5 (HBUHSD CSEA 157). [name previously approved by members]

6

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

18

19

20

1 **ARTICLE II - MEMBERSHIP**  
2

3 **Section 1. Membership** in this Chapter shall be as follows:  
4

5 (a) **Active:** "Active" membership, which carries with it the privilege of full participation in  
6 Chapter activities, including the right to vote and to hold elected or appointed offices,  
7 shall be extended to any person employed in a bargaining unit represented by this  
8 Chapter, without regard to race, creed, color, national origin, sex, age, sexual  
9 orientation or political belief. Active membership status shall cease at such time as  
10 the member becomes eligible for any other category of membership defined herein,  
11 except as follows:  
12

13 (1) Active members who are laid off may continue in Active status until  
14 expiration of their 39-month reemployment period or until reemployed,  
15 whichever comes first, upon continued payment of the established dues  
16 in effect at the time of layoff.  
17

18 (2) Active members who are appealing an involuntary termination action by  
19 the employer may continue in Active status until the appeal(s) process  
20 has been terminated and the status of their employment has been finally  
21 decided, upon continued payment of the established dues in effect at the  
22 time of the involuntary termination.  
23

24 (3) Nothing herein shall be construed to require continued Active status of  
25 members under paragraphs (1) and (2) above for the purpose of  
26 continued CSEA representation regarding their  
27 employment/reemployment rights. However, retention of Active status  
28 shall be required for such employees to continue to be eligible to hold  
29 appointed or elective offices within the Association and Chapter and to  
30 have voice and vote and otherwise participate in Chapter and Association  
31 affairs.  
32

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

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

15  
16 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the time of  
17 retirement may become a "Lifetime Retired" member of this Chapter. Such members  
18 shall be permitted to attend Chapter meetings and social functions and to receive the  
19 Chapter newsletter as long as they live in the local area. They shall not otherwise be  
20 accorded voice, vote or other participation in Chapter affairs.

21  
22 (d) **Active Retired:** Any person who was a member of the Chapter at the time of  
23 retirement and who also maintains a retired membership in good standing with the  
24 Association may continue as an Active member of this Chapter upon payment of the  
25 regular Chapter dues required of Active members. Such dues shall be paid annually  
26 in advance or monthly in advance direct to the Chapter Treasurer. Such members  
27 shall be entitled to continued full participation in Chapter affairs, including the right to  
28 hold appointive or elective offices and the right to vote, with the exception of the right  
29 to vote in contract ratification and concerted activities matters.

30  
31 (e) Should such member cease to be a retired member in good standing of the  
32 Association, his/her Chapter membership shall automatically terminate.

33  
34  
35 **Section 2. Active membership** shall be effective upon the completion, dating,  
36 and signing of an official CSEA application form as provided by the Association, and  
37 execution of a valid authorization for payroll deduction of dues or payment of at least one  
38 (1) year's dues in advance. The application shall be promptly countersigned by the

1 Chapter Treasurer who shall immediately forward the approved application, together  
2 with advance dues received if any, to the Association, and submit payroll deduction  
3 authorizations to the appropriate district office.

4  
5 **Section 3. Membership "In Good Standing"**  
6

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

13  
14 (b) Membership shall terminate with:

15  
16 (1) The effective date of layoff for members who are laid off and who choose  
17 not to continue in either an Active or Inactive status under provisions of  
18 Sections 1(a)(1) or 1(b) above.

19  
20 (2) The effective date of an unpaid leave of absence or placement on a  
21 reemployment list for reasons other than layoff, for such members who  
22 choose not to continue in an Inactive status under provisions of Section  
23 1(b) above.

24  
25 (3) The date of termination of their 39-month reemployment rights or  
26 approved leave of absence for members who have continued in an Active  
27 or Inactive status, if such members have not been returned to active  
28 employment.

29 (4) The date of execution of a document terminating payroll deduction of  
30 dues, unless arrangements have been made with the Chapter Treasurer  
31 for advance cash payment.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

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

(7) Actions pursuant to Sections 5 or 6 below.

**Section 4. Fair Share Service Fee Payers:** Employees obligated to pay either dues or fair share service fees to CSEA pursuant to organizational security provisions in the collective bargaining agreement and who choose not to be Active members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service Fee Payers". Such persons shall pay fair share service fees in an amount equal to the dues required of Active members of the Chapter (less any local Chapter fees unless collection of local Chapter fees has been approved by the Association) subject to annual requests for advance refunds of the portion of fair share service fees that CSEA determines will be used for purposes not related to collective bargaining, in accordance with the policies of the Association.

Fair share service fee payers shall be entitled to full rights of representation in all matters related to their collective bargaining agreement. They shall not, however, have the right of voice, vote, or other participation in Chapter or Association affairs, unless otherwise provided herein or required by law.

**Section 5. Delinquency & Resignation:**

(a) Members who no longer wish to retain that status may resign CSEA membership by written notification to the Chapter Treasurer. They shall become fair share service fee payers subject to the same fair share service fees and rights, benefits and burdens as provided under Section 4 of this article.

(b) Any member failing to pay all dues owed for the current month shall be deemed delinquent and shall not be considered to be in good standing until such delinquency has been remitted. Any member allowing his/her arrearages for

1            dues to run over ninety (90) days shall be conclusively presumed to have  
2            resigned his/her membership effective on said date and if applicable shall be  
3            subject to paragraph (a) above and such action as may be provided under the  
4            collective bargaining agreement, unless the Treasurer is notified thirty (30) days  
5            prior thereto that the member has not resigned and arrangements for payment of  
6            arrearages are made.

7

8            (c)    Members who have resigned shall, upon reapplication, be admitted as new  
9            members.

10

11            **Section 6.    Expulsion, Suspension, Discipline:**

12

13            (a)    No member may be involuntarily removed from the membership rolls except as  
14            provided for in Sections 3 and 5 above, or in accordance with the procedures for  
15            expulsion, suspension and discipline of members as specified in the Association  
16            Constitution.

17

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

21

22

23

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

## ARTICLE III - DUES and ASSESSMENTS

### Section 1. Association Per Capita Dues

(a) Per capita dues to the Association for Active members shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but *including* longevity, professional growth and anniversary increments), but not to exceed a maximum of \$367.50 for the 12-month period commencing each September 1st and continuing through the following August 31st. Said dues shall be payable by payroll deduction or annually in advance direct to the Association.

(1) Payroll deduction shall commence in September of each year and continue through the following August for each month the member is in a paid status, or until the maximum of \$367.50 has been deducted, whichever comes first.

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

**Section 2. Chapter Dues.** Local Chapter dues for Active members of this Chapter shall be ~~\$10.00~~ **\$ 1.50 per months** (**\$ 15.00** per year), payable by payroll deduction during each of the months September through June (**10 payments**) in which the member is in regular paid status; or payable annually in advance to the Chapter Treasurer.

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

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

6

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

11

12

1 **ARTICLE IV - OFFICERS & EXECUTIVE BOARD/ELECTION PROCEDURES**

2  
3 **Section 1. Officers:** The following officers shall be elected by and from among the  
4 total Active membership of the Chapter, regardless of the location of their employment:  
5 President, Vice President, Secretary, Treasurer, Site Representative Coordinator, ~~and~~  
6 Public Relations Officer, **and Chief Shop Steward.**

7  
8 **Section 2. Executive Board:** The elected officers designated in Section shall  
9 constitute the Executive Board of this Chapter.

10  
11 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among the  
12 Active members in good standing of the Chapter who have maintained such  
13 membership continuously for a period of twelve (12) consecutive calendar months  
14 immediately preceding the month in which they are nominated.

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

19  
20 **Section 4. Nominating and Election Procedures:**

21  
22 (a) Nominations to fill the elective offices of President, Treasurer, and Public  
23 Relations Officer shall be accepted in the even-numbered years. Nominations to  
24 fill the elective offices of Vice President, Secretary, ~~and~~ Site Representative  
25 Coordinator, **and Chief Shop Steward** shall be accepted in the odd-numbered  
26 years.

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

30  
31 (c) If, after nominations are closed at the November Chapter meeting there is only  
32 one (1) nomination for an office, the single nominee shall be declared elected to

1 the office, and no balloting or other action shall be required. The Chapter  
2 President shall so notify the membership in writing as soon thereafter as  
3 possible.

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

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

14  
15 (f) All candidates shall be provided an opportunity to address the members present  
16 at the election meeting prior to the balloting, and they or their designated  
17 representative shall be accorded the right to observe the ballot tally process.

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

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

29  
30 **Section 6. Vacancies:**

31  
32 (a) A vacancy in the office of President shall be filled by the Vice President.  
33

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

8

1 **ARTICLE V - AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**  
2

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

10  
11 A report on all actions taken by the Executive Board shall be made to the membership at  
12 the next regular or special Chapter meeting, with such actions subject to membership  
13 ratification if appropriate.

14  
15 Minutes of Chapter and Executive Board meetings shall be kept on file for at least five  
16 (5) years. Chapter financial records shall be kept on file for at least five (5) years.

17  
18 The Executive Board shall meet at the call of the President or at such times and places  
19 designated by it; the President shall call a special meeting upon the written request of a  
20 majority of the Board.

21  
22 A majority of the members of the Executive Board shall constitute a quorum.

23  
24 **Section 2. Duties of Officers, General:** Upon separation from office, an officer  
25 shall immediately turn over to his/her successor or other properly designated CSEA  
26 official all books, records, money and other effects of the Chapter in his/her possession.

27  
28 **Section 3. President:** The President shall:

- 29  
30 (a) Be chairperson of the Executive Board, call and preside over all meetings of the  
31 Chapter and Executive Board at which s/he is in attendance.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

- (b) Fix the time and place of meetings except as otherwise directed by the membership.
- (c) Set the agenda for Chapter meetings, as noted in Article VI.
- (d) Appoint and direct the activities of the various committees, standing or special, required by this constitution or established by the Executive Board, or as may be ordered by vote of the membership, except as otherwise provided herein.
- (e) Attend all regional presidents' meetings (RPMs) and such other meetings as required by the Association or direction of the Chapter, and report back to the Executive Board and Chapter membership at the next Chapter meeting, with recommendations for Chapter action or as otherwise required.
- (f) Perform such other duties as normally pertain to the office of President or ordered by this constitution.

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

- (a) In the absence or disability of the President, possess all of the powers and perform all of the duties in his/her stead.
- (b) At all times assist the President in the performance of his/her duties.
- (c) Assume the office of President if a vacancy occurs.
- ~~Serve as Chairperson of the Negotiating Committee~~ [see Article 8 Section 10a)
- (d) Serve as Chairperson of the Membership Committee.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

- (e) Coordinate the activities of the standing committees.
- (f) Perform such other duties as may be assigned by the President/Executive Board or ordered by this constitution.

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

- (a) Keep an accurate record of all proceedings of Chapter and Executive Board meetings, including an accurate roll of members and officers in attendance at each.
- (b) Keep an accurate roster of the officers of the Chapter and see that such information is forwarded to the Association as required.
- (c) Issue notices of all meetings of the Executive Board and Chapter meetings, which shall include notice of matters for discussion at same.
- (d) Notify members of all committees of their appointment/election.
- (e) Have custody of all correspondence, official documents and historical records of the Chapter, which shall be open at all times for the inspection of the President or his/her agent and members of the Executive Board.
- (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the Association and the constitution of this Chapter and see that copies of same are available for reference at all Executive Board and Chapter meetings, and available for inspection by the general membership upon request.
- (g) Perform such other duties as normally pertain to the office of Secretary or as may be assigned by the President/Executive Board or ordered by this constitution.

1           **Section 6. Treasurer:** The Treasurer shall:

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

- (a) Receive all funds of the Chapter and keep and disburse same under the direction of the President and as required by the Constitution & Bylaws of the Association and this Chapter.
- (b) Keep or cause to be kept regular books and full accounts which shall be open at all times to inspection of the President or his/her agent and the Auditing Committee.
- (c) Provide access to all records, vouchers and statements to the Auditing Committee for annual inspection at the close of each fiscal year.
- (d) Report at each meeting of the Chapter as to the financial condition of the treasury with a detailed statement of receipts and expenditures and accounts payable, to include per capita dues/fees paid and owed to the Association if any.
- (e) Prepare the annual PERB financial report to include the last day of the fiscal year, and immediately submit same to the President for review and forwarding to the Association, and the membership.
- (f) Promptly process and forward membership applications and dues payments to CSEA Headquarters and payroll deduction authorizations to proper district office for processing.
- (g) Maintain an accurate record of members in good standing, and prepare such monthly reports and remittances as may be required by the Association and promptly forward to CSEA Headquarters within thirty (30) days of request.
- (h) Assist in preparation of the Chapter budget.

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

3

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

7

8 **Section 7. Site Representative Coordinator:** The Site Representative  
9 Coordinator shall:

10

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

12

13 (b) In coordination with the Chief Job Steward, call and conduct periodic meetings  
14 between the Site Representatives and Job Stewards to ensure an appropriate  
15 level of communication and coordination between these two programs.

16 (c) Perform such other duties as normally pertain to the office of Site Representative  
17 Coordinator or as may be assigned by the President/Executive Board or ordered  
18 by this constitution.

19

20 **Section 8. Public Relations Officer:** The Public Relations Officer shall:

21

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

24

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

27

28 (c) Perform such other duties as normally pertain to the Public Relations Officer or as  
29 may be assigned by the President/Executive Board or ordered by this  
30 constitution.

31

1           **Section 9. Chief Shop Steward:** The Chief Shop Steward shall:

2  
3  
4           (d)    Ensure that the Job Steward program of the Chapter functions according to the  
5                    requirements set forth in this constitution; ensure that all grievances are handled  
6                    properly in their investigation and filing, and consistent in their resolution.

7  
8           (e)    Maintain the necessary records on matters of contract enforcement to permit the  
9                    Chapter to effectively represent bargaining unit employees.

10  
11          (f)    Process all grievances not settled at the immediate-supervisory level, unless  
12                    CSEA staff assistance is required. If staff assistance is required, the President  
13                    shall be notified.

14  
15          (g)    Keep the Executive Board informed on all grievance activity.

16  
17  
18          (h)    Review all grievances being considered for arbitration and recommend to the  
19                    Executive Board whether each particular case should be arbitrated.

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

1 **ARTICLE VI - MEETINGS**  
2

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

7  
8 **Section 2. Special meetings** of the Chapter may be called by the Chapter  
9 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the  
10 Executive Board or upon petition to the President of twenty percent (20%) of the Chapter  
11 membership.

12  
13 **Section 3. Meeting Notices:**  
14

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

19  
20 (b) **Special Meetings.** Notice for special meetings shall include the specific topic(s)  
21 for discussion/action at said meeting, and unless otherwise required herein, a  
22 notice of less than five (5) days, but not less than twenty-four (24) hours in  
23 advance, may be given in an emergency situation.

24  
25 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members  
26 present, the **order of business** at regular Chapter meetings shall be:

- 27  
28 1. Pledge of Allegiance to the Flag  
29 2. Recognition of New Members  
30 3. Approval of Minutes of the Previous Meeting  
31 4. Treasurer's Report

- 1           5.     Report of Executive Board Actions
- 2           6.     Communications
- 3           7.     Committee Reports
- 4           a.     Report of the Membership Committee
- 5           b.     Report of the Negotiating Committee
- 6           c.     Job Steward/Site Representative Reports
- 7           d.     Other Committees as Required
- 8           8.     Unfinished Business [*corrected numbering sequence*]
- 9           9.     New Business
- 10          10.    Good of the Order
- 11          11.    Adjournment

12

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

15

1 **ARTICLE VII - CONTROL OF FUNDS / BUDGET**  
2

3 **Section 1.** All **funds** received shall be deposited in the name of Huntington Beach  
4 High Chapter No. 157, CSEA, in such bank or other financial institution as approved by  
5 the Executive Board. No funds shall be disbursed except by check, duly authorized and  
6 signed by the Treasurer and the President. In the event of absence of, inability to act by,  
7 or vacancy in the office of Treasurer, funds shall only be disbursed upon signature of the  
8 President and one (1) of the following: Vice President, Secretary.

9  
10 **(a) General Operating Fund:** All funds received from dues/fees/ assessments shall be  
11 deposited in a separate account to be designated as the General Operating Fund of  
12 the Chapter, from which all Chapter expenditures shall be made, in accordance with  
13 the approved budget.

14  
15 **(b) Ways & Means Fund:** All proceeds from fundraisers shall be deposited in a  
16 separate savings account to be designated as the Ways & Means Fund of the  
17 Chapter. Expenditures from this fund shall be to support approved Chapter social  
18 activities, delegate attendance at Annual Conferences, and the Chapter's  
19 scholarship awards program. Funds shall be transferred from the Ways & Means  
20 Fund to the Operating Fund as needed for the appropriate approved expenditures.

21  
22 **(c)** Nothing herein shall preclude general operating funds from being used to  
23 supplement the above programs/activities as approved in the annual budget or by  
24 appropriate membership action.

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

1 **ARTICLE VIII - COMMITTEES**  
2

3 **Section 1. Standing Committees:** The following shall be the standing  
4 committees of the Chapter: Auditing, Elections, Membership, Negotiating, Political  
5 Action. Unless otherwise specified herein, the President shall, as soon as possible after  
6 January 1 of each year, appoint the chairpersons and members of the standing  
7 committees, which appointment shall be subject to the ratification of the Executive  
8 Board. The President shall determine the number of members to be appointed to each,  
9 except as otherwise provided herein.

10  
11 **Section 2. Ad Hoc Committees:** Such other committees as the President or the  
12 Chapter membership may deem necessary to perform a specified task for the welfare of  
13 the Chapter may be appointed. The President shall determine the composition of such  
14 committees and the timelines for completion of their assigned duties. Such ad hoc  
15 committees shall cease to function upon completion of their specified task.

16  
17 **Section 3.** The Vice President shall act as **coordinator of all appointed**  
18 **committees**, and shall be Chairperson of the Membership Committee.

19  
20 **Section 4. The President** shall be an ex-officio **member of all committees**,  
21 except the Auditing and Elections Committees.

22  
23 **Section 5. Quorum:** A majority of the members of any committee must be present  
24 at any meeting to constitute a quorum.

25  
26 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all  
27 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
28 their successors are appointed, provided that any committee member shall automatically  
29 forfeit the office if they cease to be an Active member in good standing.

30  
31 **Section 7. Auditing Committee:** It shall be the duty of this committee to receive  
32 and audit the books and records of the Treasurer immediately after the close of each

1 fiscal year, and at such other times as may be directed by the President, and report its  
2 findings to the Chapter membership.

3

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

10

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

15

16 **Section 10. Negotiating Committee (Team):**

17

18 (a) The Negotiating Committee shall consist of a chairperson as designated by the  
19 Chapter President, plus five (5) representatives from the membership at large.

20

21 (b) The committee members shall be appointed by the President from among the  
22 members in good standing.

23

24 (c) Term of office for the appointed members shall commence upon their  
25 appointment and continue for one (1) year or until their successors are  
26 appointed.

27

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

30

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

32

- 1 (1) Research issues and prepare and submit initial bargaining proposals  
2 (including proposals on re-openers) for review and approval of members  
3 in good standing of the bargaining unit(s) prior to commencement of  
4 negotiations.
- 5
- 6 (2) Negotiate the contract (including re-openers and modifications) for and on  
7 behalf of the Chapter with assistance from CSEA field staff.
- 8
- 9 (3) Keep the Executive Board and the membership informed on the progress  
10 of negotiations and solicit membership input where advisable.
- 11
- 12 (4) Ensure that all bargained agreements are submitted for ratification of the  
13 bargaining unit(s) in accordance with Article XIII of this constitution.
- 14

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

16

- 17 (a) Develop and implement a Chapter alert system designed for emergency contact  
18 of the membership when immediate Chapter action is necessary on contract  
19 matters, legislative and political issues, and other items of importance to the  
20 Association and Chapter.
- 21
- 22 (b) Keep the members informed about the legislative program of the Association,  
23 and may recommend to the Chapter membership legislative proposals it deems  
24 desirable for submission to the Association's Legislative Committee for  
25 consideration and inclusion in the Association's legislative program.
- 26
- 27 (c) Work cooperatively with the Political Action Coordinator (PAC), appropriate staff  
28 and PACE and Legislative Committee area representatives in furtherance of the  
29 Association's legislative and political goals, rendering regular reports at Chapter  
30 meetings regarding the same and recommending any Chapter support or activity  
31 it considers appropriate.
- 32

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

5

6           (e)     Make recommendations to the Chapter membership regarding endorsement of  
7                   candidates for school board, in accordance with the following procedures:

8

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

15

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

20

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

24

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

28

29

30

1 **ARTICLE IX - JOB STEWARDS**  
2

3 **Section 1. Appointment:** ~~The Chapter President shall appoint a Chief Job~~  
4 ~~Steward, which appointment shall be subject to the ratification of the Chapter~~  
5 ~~membership.~~ The Chapter President shall appoint Job Stewards, subject to the  
6 ratification of the Executive Board. The President shall determine the number of  
7 Stewards to be appointed.

8  
9 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the  
10 January 1 following their appointment to the end of the Chapter and fiscal year, or until  
11 their successors are appointed, provided that any Job Steward shall automatically forfeit  
12 such office if they cease to be an Active member in good standing. Vacancies shall be  
13 filled by appointment of the President, ratified by the Executive Board, for the remainder  
14 of the original term only.

15  
16 **Section 3. Duties.**

17  
18 ~~(a) — Chief Job Steward:~~ The Chief Job Steward shall:

19  
20 ~~(1) — Ensure that the Job Steward program of the Chapter functions according~~  
21 ~~to the requirements set forth in this constitution; ensure that all grievances are handled properly~~  
22 ~~in their investigation and filing, and consistent in their resolution.~~

23  
24 ~~(2) — Maintain the necessary records on matters of contract enforcement to~~  
25 ~~permit the Chapter to effectively represent bargaining unit employees.~~

26  
27 ~~(3) — Process all grievances not settled at the immediate supervisory level,~~  
28 ~~unless CSEA staff assistance is required. If staff assistance is required, the President shall be~~  
29 ~~notified.~~

30  
31 ~~(4) — Keep the Executive Board informed on all grievance activity.~~

1 \_\_\_\_\_

2 ~~(5) Review all grievances being considered for arbitration and recommend to~~  
3 ~~the Executive Board whether each particular case should be arbitrated.~~

4  
5 ~~(6) In coordination with the Vice President, call and conduct periodic~~  
6 ~~meetings between the Site Representatives and Job Stewards to ensure an appropriate level of~~  
7 ~~communication and coordination between these two programs.~~

8  
9 **(a) Job Steward(s):** The Job Steward(s) shall:

- 10
- 11 (1) Attend annual training sessions for Job Stewards provided by the  
12 Association and/or other appropriate training as directed by the President.
- 13
- 14 (2) Attend periodic Site Representative/site council meetings as directed by  
15 the Chief Job Steward.
- 16
- 17 (3) Educate bargaining unit employees about their rights under the contract  
18 and determine how problems arising under the contract can best be  
19 handled.
- 20
- 21 (4) Act as the basic channel of communication between the employees and  
22 the Chapter and relay specific member concerns to the Chapter's  
23 Negotiating Committee for incorporation into the bargaining proposals.
- 24
- 25 (5) Investigate and prepare grievances for processing and handle grievances  
26 at the immediate-supervisory level, and be present as required during  
27 other steps of the grievance procedure.
- 28
- 29 (6) Immediately inform the Chief Job Steward of all grievances received;  
30 immediately report to the Chief Job Steward the settlement of grievances  
31 processed or the failure to settle within contractual timelines.

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

5

6

7

1 **ARTICLE X - SITE REPRESENTATIVES**  
2

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

5  
6 **Section 2.** Site Representative **duties** shall be to:

7  
8 (a) Recruit employees into CSEA membership and educate employees about CSEA.

9  
10 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the  
11 worksite; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

12  
13 (c) Conduct periodic site-level meetings to keep the members informed of actions  
14 taken at Chapter meetings, to explain CSEA benefit plans and services, and to  
15 keep members informed of Association and/or Chapter activity regarding  
16 grievances, PERB decisions, contract negotiations, legislative and political  
17 activity, and other matters of importance.

18  
19 (d) Relay member concerns to the appropriate Job Steward or other Chapter officer.

20  
21 (e) Attend Chapter meetings; attend training workshops and other seminars as  
22 directed and approved by the Chapter President; attend joint Job Steward/Site  
23 Representative (site council) meetings as may be called by the Chief Job  
24 Steward and/or the Site Representative Coordinator.

1 **ARTICLE XI - RECALL OR REMOVAL FROM OFFICE**  
2

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

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

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

14  
15 (c) Upon receipt of the petition, the Executive Board shall arrange for a special  
16 meeting to be held not less than fifteen (15) days nor more than thirty (30) days  
17 following its receipt, at which the charged person shall be afforded opportunity to  
18 rebut the charges, including presentation and cross-examination of witnesses as  
19 may be appropriate, and the secret ballot vote shall be conducted. Attendance at  
20 said meeting shall be restricted to members of the Executive Board and  
21 members of the Chapter in good standing who are eligible to vote on the  
22 particular recall action, authorized representatives of the Association, and such  
23 witnesses as may be pertinent to the action. Notice specifying time, date, and  
24 place and the specific nature/purpose of the meeting shall be issued to those  
25 eligible for attendance at least ten (10) days in advance.

26  
27 **Section 2. Removal of Appointed Offices**  
28

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

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

4  
5

6           **Section 3.     Resignation from Office**

7

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

10

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

13  
14  
15

1 **ARTICLE XII - DELEGATES TO CONFERENCE**  
2

3 **Section 1. Delegates:** Voting delegates to an annual conference of the  
4 Association (and their alternates) shall be designated from among the Active members  
5 in good standing as follows:  
6

7 (a) The Chapter President.  
8

9 (b) Additional delegates in such number as may be authorized by the Chapter for  
10 attendance, but not to exceed the total number authorized by the Bylaws of the  
11 Association, shall be elected as provided in Section 2 below.  
12

13 **Section 2. Election:**  
14

15 (a) Nominations for the authorized delegate positions, other than the President, shall  
16 be taken at the regular Chapter meeting in **February and** March, and election  
17 shall be by secret ballot at the regular Chapter meeting in ~~April~~ **March**.  
18 Alternates in sufficient numbers for each of the authorized delegates, to include  
19 an alternate for the President, shall also be elected.  
20

21 (b) Notification of nominations and election and all other procedural matters relating  
22 to delegate and alternate election shall conform to Association Policy 618 and  
23 shall be conducted under the supervision of the Elections Committee.  
24

25 (c) In the event a delegate cannot attend, the Executive Board shall determine which  
26 alternate shall replace the authorized delegate.  
27

28 **Section 3. Responsibilities:** Delegates shall attend all conference business and  
29 other sessions of importance to the Chapter. In addition, the delegates shall:  
30

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

4  
5           (b)     Provide written and oral reports on conference activities to the Chapter  
6                    membership at the first Chapter meeting following the conference.

7  
8           (c)     Submit a detailed report of expenditures to the Chapter Treasurer within three (3)  
9                    weeks following the conference, and if an expense advance has been provided  
10                   by the Chapter, reimburse the Chapter treasury for advance funds not utilized for  
11                   authorized purposes.

12  
13  
14

1 **ARTICLE XIII - CONTRACT RATIFICATION**  
2

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

5  
6 **Section 2. Initial Proposals:**

7  
8 (a) The initial bargaining proposal will be determined by a vote of the membership.

9  
10 (b) Copies of the Chapter's initial proposal and the employer's initial proposal shall  
11 be submitted to the Field Director and Labor Relations Representative for review.

12  
13  
14 **Section 3. Negotiated Agreement:**

15  
16 (a) When the Negotiating Committee has negotiated a contract, tentative agreement,  
17 or modifications to an existing contract, it shall immediately submit one (1) copy  
18 to the CSEA Labor Relations Representative assigned to service the Chapter, for  
19 review by the Association prior to membership ratification.

20  
21 (1) All contract modifications shall be submitted to the Labor Relations  
22 Representative for review by the Association. However, membership  
23 ratification shall not be required for those items listed as exceptions to the  
24 definition of "modifications" within the provisions of Association Policy  
25 610, unless they are included as part of contract re-opener negotiations.

26  
27 **Section 4. Ratification Procedures:**

28  
29 (a) A copy of the tentative agreement or a summary of the tentative agreement, and  
30 a statement as to whether the Negotiating Committee is recommending

1 ratification or rejection of the agreement, shall be provided each CSEA member  
2 of the bargaining unit(s) prior to the ratification meeting. If a summary only is  
3 provided, copies of the tentative agreement containing the exact language of the  
4 proposal shall be provided at the meeting.

5  
6 (b) The Chapter President shall set the date, time and place for the ratification  
7 meeting, which shall be open to attendance by all employees within the  
8 bargaining unit(s), whether or not they are CSEA members.

9  
10 (c) **Notice of the ratification** meeting shall be issued to all bargaining unit  
11 employees no later than five (5) working days in advance of the scheduled date.  
12 Distribution of said meeting notice shall be at the discretion of the Chapter  
13 President, utilizing any of the following methods which s/he determines to be  
14 most efficient:

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

19  
20 Exception to the above: The Association's Executive Director, or designee, may  
21 approve a notice period of less than five (5) working days upon request of the Chapter  
22 President, if it is determined that an immediate ratification meeting would be advisable.

23  
24 (d) **Conduct of Meeting and Vote:**

25  
26 (1) The Negotiating Committee shall review the provisions of the tentative  
27 agreement and indicate its recommendations for ratification or rejection  
28 and reasons therefore.

29  
30 (2) If the Association recommends rejection of the tentative agreement, an  
31 Association representative shall be in attendance at the ratification  
32 meeting and shall be provided ample opportunity to outline the  
33 recommendation for rejection and the reasons therefore.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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

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

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

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

1 **ARTICLE XIV - CONCERTED ACTIVITIES**  
2

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

9

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

14

1 **ARTICLE XV - AMENDMENTS TO CONSTITUTION**  
2

3 **Section 1. This Constitution shall at all times conform** to all provisions of  
4 the Association Constitution & Bylaws and Policy, and where any conflict should occur,  
5 the Association Constitution & Bylaws and/or Policy shall prevail.  
6

7 **Section 2.** Any member in good standing of the Chapter (or the Executive Board)  
8 may **submit a written proposal to amend this constitution** (containing the  
9 exact text of the proposed change) at any Chapter meeting, which shall constitute a first  
10 reading. The Chapter President shall then cause the proposed amendment(s) to be  
11 placed on the agenda of the next regular or a special Chapter meeting where the matter  
12 will be read a second time and acted upon, and shall cause written notification of the  
13 proposed amendment(s) and the date, time, and place of the designated Chapter  
14 meeting to be issued to all members in good standing at least ten (10) days in advance  
15 of said meeting. Said notification shall include at least a written summary of the  
16 proposed changes. The exact text of the proposed changes shall be made available for  
17 review by members upon request prior to the second reading if not provided with said  
18 notification, and shall be distributed to all members in attendance at the second reading.  
19

20 **Section 3. Approval by two-thirds (2/3)** of the Active members in good  
21 standing present and voting at the second reading shall be required to adopt the  
22 amendment(s). If the amendment relates to a revision of Chapter dues, the vote shall be  
23 conducted by secret ballot.  
24

25 **Section 4.** All amendments shall be **submitted to the Association's**  
26 **Executive Director** immediately following their adoption by the Chapter. **No**  
27 **amendment shall become operative until approved by the Executive Director, or**  
28 **designee, or action of the Association's Board of Directors in accordance with**  
29 **Article III, Section 8 of the Association's Constitution.**  
30  
31  
32

1 **ARTICLE XVI - DISBANDMENT OF CHAPTER**  
2

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

8

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

10

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

13

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

16

17 **ARTICLE XVII - PARLIAMENTARY AUTHORITY**  
18

19 The rules contained in the current edition of *Robert's Rules of Order, Newly Revised*  
20 shall govern the Chapter in all cases in which they are not inconsistent with this  
21 constitution, the Constitution & Bylaws or Policy of the Association, and any special rules  
22 the Chapter may adopt. The President may appoint a Parliamentarian to assist in this  
23 regard.

24

25 **ARTICLE XVIII - FISCAL YEAR**  
26

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