

**CONSTITUTION OF
Huntington Beach High 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 High Chapter No. 157, CSEA.

APPROVED

California School Employees Association

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

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

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Huntington Beach High Chapter No. 157 of the California School Employees Association.

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

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**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

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

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

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

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

33
34 Should such member cease to be a retired member in good standing of the
35 Association, his/her Chapter membership shall automatically terminate.

36
37 **Section 2.** Active membership shall be effective upon the completion, dating,
38 and signing of an official CSEA application form as provided by the Association, and
39 execution of a valid authorization for payroll deduction of dues or payment of at least
40 one (1) year's dues in advance. The application shall be promptly countersigned by the
41 Chapter Treasurer who shall immediately forward the approved application, together
42 with advance dues received if any, to the Association, and submit payroll deduction
43 authorizations to the appropriate district office.

44 45 **Section 3. Membership "In Good Standing"**

46
47 (a) Membership "in good standing" shall be effective and shall continue upon
48 receipt of the required dues for the current month. For purposes of establishing voting

1 rights and eligibility to hold an elected or appointed office, Active members whose dues
2 are paid via payroll deduction shall not be deemed to be in good standing until the first
3 of the month following the month in which the first dues are deducted, unless s/he pays
4 dues in cash for the interim period.

5
6 (b) Membership shall terminate with:

7
8 (1) The effective date of layoff for members who are laid off and who
9 choose not to continue in either an Active or Inactive status under provisions of Sections
10 1(a)(1) or 1(b) above.

11
12 (2) The effective date of an unpaid leave of absence or placement on a
13 reemployment list for reasons other than layoff, for such members who choose not to
14 continue in an Inactive status under provisions of Section 1(b) above.

15
16 (3) The date of termination of their 39-month reemployment rights or
17 approved leave of absence for members who have continued in an Active or Inactive
18 status, if such members have not been returned to active employment.

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

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

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

29
30 (7) Actions pursuant to Sections 5 or 6 below.

31
32 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay
33 either dues or fair share service fees to CSEA pursuant to organizational security
34 provisions in the collective bargaining agreement and who choose not to be Active
35 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service
36 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the
37 dues required of Active members of the Chapter (less any local Chapter fees unless
38 collection of local Chapter fees has been approved by the Association) subject to
39 annual requests for advance refunds of the portion of fair share service fees that CSEA
40 determines will be used for purposes not related to collective bargaining, in accordance
41 with the policies of the Association.

42
43 Fair share service fee payers shall be entitled to full rights of representation in all
44 matters related to their collective bargaining agreement. They shall not, however, have
45 the right of voice, vote, or other participation in Chapter or Association affairs, unless
46 otherwise provided herein or required by law.

1 **Section 5. Delinquency & Resignation:**
2

3 (a) Members who no longer wish to retain that status may resign CSEA
4 membership by written notification to the Chapter Treasurer. They shall become fair
5 share service fee payers subject to the same fair share service fees and rights, benefits
6 and burdens as provided under Section 4 of this article.
7

8 (b) Any member failing to pay all dues owed for the current month shall be
9 deemed delinquent and shall not be considered to be in good standing until such
10 delinquency has been remitted. Any member allowing his/her arrearages for dues to
11 run over ninety (90) days shall be conclusively presumed to have resigned his/her
12 membership effective on said date and if applicable shall be subject to paragraph (a)
13 above and such action as may be provided under the collective bargaining agreement,
14 unless the Treasurer is notified thirty (30) days prior thereto that the member has not
15 resigned and arrangements for payment of arrearages are made.
16

17 (c) Members who have resigned shall, upon reapplication, be admitted as
18 new members.
19

20 **Section 6. Expulsion, Suspension, Discipline:**
21

22 (a) No member may be involuntarily removed from the membership rolls
23 except as provided for in Sections 3 and 5 above, or in accordance with the procedures
24 for expulsion, suspension and discipline of members as specified in the Association
25 Constitution.
26

27 (b) All matters for proposed disciplinary action against members shall be
28 referred to the Association for action, except that members may be recalled from office
29 in accordance with provisions of Article XI of this Constitution.
30

31
32 **ARTICLE III**
33 **DUES and ASSESSMENTS**
34

35 **Section 1. Association Per Capita Dues**
36

37 (a) Per capita dues to the Association for Active members shall be assessed
38 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but
39 *including* longevity, professional growth and anniversary increments), but not to exceed
40 a maximum of \$367.50 for the 12-month period commencing each September 1st and
41 continuing through the following August 31st. Said dues shall be payable by payroll
42 deduction or annually in advance direct to the Association.
43

44 (1) Payroll deduction shall commence in September of each year and
45 continue through the following August for each month the member is in a paid status, or
46 until the maximum of \$367.50 has been deducted, whichever comes first.
47
48

1 **Section 4. Nominating and Election Procedures:**

2
3 (a) Nominations to fill the elective offices of President, Treasurer, and Public
4 Relations Officer shall be accepted in the even-numbered years. Nominations to fill the
5 elective offices of Vice President, Secretary, and Site Representative Coordinator shall
6 be accepted in the odd-numbered years.

7
8 (b) Nominations for these offices shall be accepted from the floor at the
9 October and November Chapter meetings.

10
11 (c) If, after nominations are closed at the November Chapter meeting there is
12 only one (1) nomination for an office, the single nominee shall be declared elected to
13 the office, and no balloting or other action shall be required. The Chapter President
14 shall so notify the membership in writing as soon thereafter as possible.

15
16 (d) When there is more than one (1) nominee for an office, an election shall
17 be conducted at the December Chapter meeting by secret ballot vote of Active
18 members in good standing present at said meeting. It shall require a plurality vote to
19 elect any officer. Write-in votes shall not be accepted. If a tie exists, the election shall
20 be determined by lot (draw) between the tied candidates.

21
22 (e) Notices of the time, date, and place for nominations and balloting, and all
23 other procedural matters relating to conducting these elections, shall be in accordance
24 with provisions of Association Policy 618.

25
26 (f) All candidates shall be provided an opportunity to address the members
27 present at the election meeting prior to the balloting, and they or their designated
28 representative shall be accorded the right to observe the ballot tally process.

29
30 (g) All ballots, including used, unused, invalid and challenged ballots, tally
31 sheets and related election documents, including notices of nomination and election
32 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
33 all challenges to the election or charges of misconduct in the running of the election
34 have been resolved, whichever is the longer period.

35
36 **Section 5. Terms of Office:** Elected officers shall take office and assume
37 their duties on the January 1 following their election and shall continue to serve for
38 two (2) years or until their successors are elected, provided that any officer shall
39 automatically forfeit such office if they cease to be an Active member in good standing.

40
41 **Section 6. Vacancies:**

42
43 (a) A vacancy in the office of President shall be filled by the Vice President.

44
45 (b) For vacancies in any other elected office, the Executive Board shall submit
46 its recommendation to fill the office in writing to the Chapter membership at least five (5)
47 working days in advance of a designated Chapter meeting. Nominations from the floor
48 shall also be accepted at said meeting. If there are no nominations from the floor, the

1 Executive Board's candidate shall be declared elected. If nominations from the floor are
2 made, a secret ballot election shall be conducted among the Active members in good
3 standing present.
4

5
6 **ARTICLE V**
7 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**
8

9 **Section 1. Executive Board:** The Executive Board shall have general
10 supervision of the affairs of the Chapter between the general membership meetings. It
11 shall transact the routine business of the Chapter as authorized and required herein,
12 prioritize and determine recommendations on matters requiring discussion and action
13 by the general membership, and perform such other duties as are specified in this
14 constitution. The Board shall be subject to the orders of the Chapter membership, and
15 none of its actions shall conflict with actions taken by the Chapter membership.
16

17 A report on all actions taken by the Executive Board shall be made to the
18 membership at the next regular or special Chapter meeting, with such actions subject to
19 membership ratification if appropriate.
20

21 Minutes of Chapter and Executive Board meetings shall be kept on file for at least
22 five (5) years. Chapter financial records shall be kept on file for at least five (5) years.
23

24 The Executive Board shall meet at the call of the President or at such times and
25 places designated by it; the President shall call a special meeting upon the written
26 request of a majority of the Board.
27

28 A majority of the members of the Executive Board shall constitute a quorum.
29

30 **Section 2. Duties of Officers, General:** Upon separation from office, an
31 officer shall immediately turn over to his/her successor or other properly designated
32 CSEA official all books, records, money and other effects of the Chapter in his/her
33 possession.
34

35 **Section 3. President:** The President shall:
36

37 (a) Be chairperson of the Executive Board, call and preside over all meetings
38 of the Chapter and Executive Board at which s/he is in attendance.
39

40 (b) Fix the time and place of meetings except as otherwise directed by the
41 membership.
42

43 (c) Set the agenda for Chapter meetings, as noted in Article VI.
44

45 (d) Appoint and direct the activities of the various committees, standing or
46 special, required by this constitution or established by the Executive Board, or as may
47 be ordered by vote of the membership, except as otherwise provided herein.
48

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

5
6 (f) Perform such other duties as normally pertain to the office of President or
7 ordered by this constitution.

8
9 **Section 4. Vice President:** The Vice President shall:

10
11 (a) In the absence or disability of the President, possess all of the powers and
12 perform all of the duties in his/her stead.

13
14 (b) At all times assist the President in the performance of his/her duties.

15
16 (c) Assume the office of President if a vacancy occurs.

17
18 (d) Serve as Chairperson of the Negotiating Committee.

19
20 (e) Serve as Chairperson of the Membership Committee.

21
22 (f) Coordinate the activities of the standing committees.

23
24 (g) Perform such other duties as may be assigned by the President/Executive
25 Board or ordered by this constitution.

26
27 **Section 5. Secretary:** The Secretary shall:

28
29 (a) Keep an accurate record of all proceedings of Chapter and Executive
30 Board meetings, including an accurate roll of members and officers in attendance at
31 each.

32
33 (b) Keep an accurate roster of the officers of the Chapter and see that such
34 information is forwarded to the Association as required.

35
36 (c) Issue notices of all meetings of the Executive Board and Chapter
37 meetings, which shall include notice of matters for discussion at same.

38
39 (d) Notify members of all committees of their appointment/election.

40
41 (e) Have custody of all correspondence, official documents and historical
42 records of the Chapter, which shall be open at all times for the inspection of the
43 President or his/her agent and members of the Executive Board.

44
45 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
46 Association and the constitution of this Chapter and see that copies of same are
47 available for reference at all Executive Board and Chapter meetings, and available for
48 inspection by the general membership upon request.

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

3
4 **Section 6. Treasurer:** The Treasurer shall:

5
6 (a) Receive all funds of the Chapter and keep and disburse same under the
7 direction of the President and as required by the Constitution & Bylaws of the
8 Association and this Chapter.

9
10 (b) Keep or cause to be kept regular books and full accounts which shall be
11 open at all times to inspection of the President or his/her agent and the Auditing
12 Committee.

13
14 (c) Provide access to all records, vouchers and statements to the Auditing
15 Committee for annual inspection at the close of each fiscal year.

16
17 (d) Report at each meeting of the Chapter as to the financial condition of the
18 treasury with a detailed statement of receipts and expenditures and accounts payable,
19 to include per capita dues/fees paid and owed to the Association if any.

20
21 (e) Prepare the annual PERB financial report to include the last day of the
22 fiscal year, and immediately submit same to the President for review and forwarding to
23 the Association, and the membership.

24
25 (f) Promptly process and forward membership applications and dues
26 payments to CSEA Headquarters and payroll deduction authorizations to proper district
27 office for processing.

28
29 (g) Maintain an accurate record of members in good standing, and prepare
30 such monthly reports and remittances as may be required by the Association and
31 promptly forward to CSEA Headquarters within thirty (30) days of request.

32
33 (h) Assist in preparation of the Chapter budget.

34
35 (i) Upon leaving office, sign such bank signature cards or other documents
36 necessary for the transfer of all Chapter accounts to the new Treasurer.

37
38 (j) Perform such other duties as normally pertain to the office of Treasurer or
39 as may be assigned by the President/Executive Board or ordered by this constitution.

40
41 **Section 7. Site Representative Coordinator:** The Site Representative
42 Coordinator shall:

43
44 (a) Coordinate and direct the activities of the Site Representatives.

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

1 (c) Perform such other duties as normally pertain to the office of Site
2 Representative Coordinator or as may be assigned by the President/Executive Board or
3 ordered by this constitution.
4

5 **Section 8. Public Relations Officer:** The Public Relations Officer shall:
6

7 (a) Edit and distribute a newsletter or similar publication as may be authorized
8 by the Executive Board and the Chapter membership.
9

10 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
11 and official publications of the Association.
12

13 (c) Perform such other duties as normally pertain to the Public Relations Officer
14 or as may be assigned by the President/Executive Board or ordered by this constitution.
15
16

17 **ARTICLE VI** 18 **MEETINGS** 19

20 **Section 1.** Regular business meetings of this Chapter shall be held during the
21 months of September through June, inclusive. The schedule of such meetings shall be
22 established in January of each year for the succeeding twelve (12) month period and
23 shall be provided to the membership.
24

25 **Section 2.** Special meetings of the Chapter may be called by the Chapter
26 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the
27 Executive Board or upon petition to the President of twenty percent (20%) of the
28 Chapter membership.
29

30 **Section 3. Meeting Notices:**
31

32 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
33 shall precede all Chapter meetings at least five (5) days in advance to allow members a
34 reasonable opportunity to attend. Said notice shall include a summary of the business
35 to be acted upon, and the time, date and place of the meeting.
36

37 (b) **Special Meetings.** Notice for special meetings shall include the specific
38 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
39 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
40 may be given in an emergency situation.
41

42 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members
43 present, the order of business at regular Chapter meetings shall be:
44

- 45 (1) Pledge of Allegiance to the Flag
- 46 (2) Recognition of New Members
- 47 (3) Approval of Minutes of the Previous Meeting
- 48 (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 (7) Unfinished Business
- 9 (8) New Business
- 10 (9) Good of the Order
- 11 (10) 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

16
17 **ARTICLE VII**
18 **CONTROL OF FUNDS / BUDGET**
19

20 **Section 1.** All funds received shall be deposited in the name of Huntington
21 Beach High Chapter No. 157, CSEA, in such bank or other financial institution as
22 approved by the Executive Board. No funds shall be disbursed except by check, duly
23 authorized and signed by the Treasurer and the President. In the event of absence of,
24 inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed
25 upon signature of the President and one (1) of the following: Vice President, Secretary.
26

27 (a) **General Operating Fund:** All funds received from dues/fees/
28 assessments shall be deposited in a separate account to be designated as the General
29 Operating Fund of the Chapter, from which all Chapter expenditures shall be made, in
30 accordance with the approved budget.
31

32 (b) **Ways & Means Fund:** All proceeds from fundraisers shall be deposited
33 in a separate savings account to be designated as the Ways & Means Fund of the
34 Chapter. Expenditures from this fund shall be to support approved Chapter social
35 activities, delegate attendance at Annual Conferences, and the Chapter's scholarship
36 awards program. Funds shall be transferred from the Ways & Means Fund to the
37 Operating Fund as needed for the appropriate approved expenditures.
38

39 (1) Nothing herein shall preclude general operating funds from being
40 used to supplement the above programs/activities as approved in the annual budget or
41 by appropriate membership action.
42

43 **Section 2.** The Executive Board shall prepare an annual budget for approval
44 of the Chapter membership no later than February of each year, which shall contain
45 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
46 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,
47 except that the Treasurer shall submit any single expenditure in excess of \$100 to the

1 Executive Board for prior approval. Expenditures in excess of those approved in the
2 budget must have prior approval of the Chapter membership.
3

4
5 **ARTICLE VIII**
6 **COMMITTEES**
7

8 **Section 1. Standing Committees:** The following shall be the standing
9 committees of the Chapter: Auditing, Elections, Membership, Negotiating, Political
10 Action. Unless otherwise specified herein, the President shall, as soon as possible after
11 January 1 of each year, appoint the chairpersons and members of the standing
12 committees, which appointment shall be subject to the ratification of the Executive
13 Board. The President shall determine the number of members to be appointed to each,
14 except as otherwise provided herein.
15

16 **Section 2. Ad Hoc Committees:** Such other committees as the President or
17 the Chapter membership may deem necessary to perform a specified task for the
18 welfare of the Chapter may be appointed. The President shall determine the
19 composition of such committees and the timelines for completion of their assigned
20 duties. Such ad hoc committees shall cease to function upon completion of their
21 specified task.
22

23 **Section 3.** The Vice President shall act as coordinator of all appointed
24 committees, and shall be Chairperson of the Membership Committee.
25

26 **Section 4.** The President shall be an ex-officio member of all committees,
27 except the Auditing and Elections Committees.
28

29 **Section 5. Quorum:** A majority of the members of any committee must be
30 present at any meeting to constitute a quorum.
31

32 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
33 committees shall be from January 1 until the end of the Chapter and fiscal year or until
34 their successors are appointed, provided that any committee member shall
35 automatically forfeit the office if they cease to be an Active member in good standing.
36

37 **Section 7. Auditing Committee:** It shall be the duty of this committee to
38 receive and audit the books and records of the Treasurer immediately after the close of
39 each fiscal year, and at such other times as may be directed by the President, and
40 report its findings to the Chapter membership.
41

42 **Section 8. Elections Committee:** It shall be the duty of this committee to
43 supervise and assist in the preparation, distribution, and counting of the ballots in all
44 elections (including contract ratifications) within the Chapter, and certify the results to
45 the Chapter President. In addition, the committee shall ensure that election procedures
46 are in accordance with applicable provisions of the Association's Constitution & Bylaws
47 and Policy, and this constitution.
48

1 **Section 9. Membership Committee:** It shall be the duty of this committee to
2 strive for 100% CSEA membership within the represented bargaining unit(s), and to
3 prepare and execute a program designed to secure new members and stimulate
4 membership attendance at Chapter meetings on an ongoing basis.
5

6 **Section 10. Negotiating Committee (Team):**
7

8 (a) The Negotiating Committee shall consist of a chairperson as designated
9 by the Chapter President, plus five (5) representatives from the membership at large.
10

11 (b) The committee members shall be appointed by the President from among
12 the members in good standing.
13

14 (c) Term of office for the appointed members shall commence upon their
15 appointment and continue for one (1) year or until their successors are appointed.
16

17 (d) Vacancies shall be filled by appointment by the President for the
18 remainder of the original term only.
19

20 (e) **Duties:** It shall be the duty of the Negotiating Committee to:
21

22 (1) Research issues and prepare and submit initial bargaining
23 proposals (including proposals on re-openers) for review and approval of members in
24 good standing of the bargaining unit(s) prior to commencement of negotiations.
25

26 (2) Negotiate the contract (including re-openers and modifications) for
27 and on behalf of the Chapter with assistance from CSEA field staff.
28

29 (3) Keep the Executive Board and the membership informed on the
30 progress of negotiations and solicit membership input where advisable.
31

32 (4) Ensure that all bargained agreements are submitted for ratification
33 of the bargaining unit(s) in accordance with Article XIII of this constitution.
34

35 **Section 11. Political Action Committee:** It shall be the duty of this committee
36 to:
37

38 (a) Develop and implement a Chapter alert system designed for emergency
39 contact of the membership when immediate Chapter action is necessary on contract
40 matters, legislative and political issues, and other items of importance to the Association
41 and Chapter.
42

43 (b) Keep the members informed about the legislative program of the
44 Association, and may recommend to the Chapter membership legislative proposals it
45 deems desirable for submission to the Association's Legislative Committee for
46 consideration and inclusion in the Association's legislative program.
47

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

6
7 (d) Encourage all members to financially support PACE of CSEA and the
8 Victory Club, and educate the membership regarding the necessity for active
9 participation in the political process in accordance with Association and Chapter goals.

10
11 (e) Make recommendations to the Chapter membership regarding
12 endorsement of candidates for school board, in accordance with the following
13 procedures:

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

20
21 (2) Whenever possible, the committee shall arrange for a candidates'
22 forum to provide Chapter members an opportunity to hear and question the candidates
23 on relevant issues prior to hearing the committee's recommendation and the
24 endorsement vote being taken.

25
26 (f) The committee shall determine the amount of financial support, if any, to
27 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
28 such forms as may be required.

29
30 (g) The committee shall solicit volunteer activity by the Chapter membership
31 on behalf of endorsed candidates, and shall be responsible for coordinating and
32 directing such member activities.

33
34
35 **ARTICLE IX**
36 **JOB STEWARDS**

37
38 **Section 1. Appointment:** The Chapter President shall appoint a Chief Job
39 Steward, which appointment shall be subject to the ratification of the Chapter
40 membership. The Chapter President shall appoint Job Stewards, subject to the
41 ratification of the Executive Board. The President shall determine the number of
42 Stewards to be appointed.

43
44
45 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the
46 January 1 following their appointment to the end of the Chapter and fiscal year, or until
47 their successors are appointed, provided that any Job Steward shall automatically forfeit
48 such office if they cease to be an Active member in good standing. Vacancies shall be

1 filled by appointment of the President, ratified by the Executive Board, for the remainder
2 of the original term only.

3
4 **Section 3. Duties.**

5
6 (a) **Chief Job Steward:** The Chief Job Steward shall:

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

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

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

18
19 (4) Keep the Executive Board informed on all grievance activity.

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

23
24 (6) In coordination with the Vice President, call and conduct periodic
25 meetings between the Site Representatives and Job Stewards to ensure an appropriate
26 level of communication and coordination between these two programs.

27
28 (b) **Job Steward(s):** The Job Steward(s) shall:

29
30 (1) Attend annual training sessions for Job Stewards provided by the
31 Association and/or other appropriate training as directed by the President.

32
33 (2) Attend periodic Site Representative/site council meetings as
34 directed by the Chief Job Steward.

35
36 (3) Educate bargaining unit employees about their rights under the
37 contract and determine how problems arising under the contract can best be handled.

38
39 (4) Act as the basic channel of communication between the employees
40 and the Chapter and relay specific member concerns to the Chapter's Negotiating
41 Committee for incorporation into the bargaining proposals.

42
43 (5) Investigate and prepare grievances for processing and handle
44 grievances at the immediate-supervisory level, and be present as required during other
45 steps of the grievance procedure.

46

1 (6) Immediately inform the Chief Job Steward of all grievances
2 received; immediately report to the Chief Job Steward the settlement of grievances
3 processed or the failure to settle within contractual timelines.
4

5 (7) **Preserve the confidentiality** of personal grievances, resolve
6 differences among the membership in grievance handling; maintain a file on all
7 grievances handled which shall be turned over to the Chief Job Steward upon
8 completion.
9

10
11 **ARTICLE X**
12 **SITE REPRESENTATIVES**
13

14 **Section 1.** Site Representatives to serve each worksite shall be appointed by
15 the President and ratified by the Executive Board.
16

17 **Section 2.** Site Representative duties shall be to:
18

19 (a) Recruit employees into CSEA membership and educate employees about
20 CSEA.
21

22 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
23 worksite; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.
24

25 (c) Conduct periodic site-level meetings to keep the members informed of
26 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to
27 keep members informed of Association and/or Chapter activity regarding grievances,
28 PERB decisions, contract negotiations, legislative and political activity, and other
29 matters of importance.
30

31 (d) Relay member concerns to the appropriate Job Steward or other Chapter
32 officer.
33

34 (e) Attend Chapter meetings; attend training workshops and other seminars
35 as directed and approved by the Chapter President; attend joint Job Steward/Site
36 Representative (site council) meetings as may be called by the Chief Job Steward
37 and/or the Site Representative Coordinator.
38

39
40 **ARTICLE XI**
41 **RECALL OR REMOVAL FROM OFFICE**
42

43 **Section 1. Recall of Elected Offices**
44

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

1 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
2 Board or thirty percent (30%) of the members in good standing eligible to vote on the
3 individual being recalled. The petition shall state the specific reasons in support of the
4 recall, and the petition shall be presented to the Executive Board and to the individual.
5

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

18 **Section 2. Removal of Appointed Offices**

19
20 (a) Any appointee of the President/Executive Board may be removed from
21 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
22 provided such person shall be provided at least five (5) days advance notice of the
23 reasons for removal and the time, date and place where the Board will meet to vote on
24 the matter. At said meeting the member shall be afforded an opportunity to provide
25 rebuttal argument prior to the vote being taken.
26

27 (b) Any appointed committee chairperson or member failing to attend three
28 (3) consecutive committee meetings, unless excused for cause, shall be automatically
29 removed from the committee.
30

31 **Section 3. Resignation from Office**

32
33 (a) A resignation by an elected officer is not effective until accepted by the
34 Active members in good standing present at a Chapter meeting.
35

36 (b) A resignation by any appointee of the President/Executive Board is not
37 effective until accepted by the President/Executive Board.
38
39

40 **ARTICLE XII** 41 **DELEGATES TO CONFERENCE**

42
43 **Section 1. Delegates:** Voting delegates to an annual conference of the
44 Association (and their alternates) shall be designated from among the Active members
45 in good standing as follows:
46

47 (a) The Chapter President.
48

1 (b) Additional delegates in such number as may be authorized by the Chapter
2 for attendance, but not to exceed the total number authorized by the Bylaws of the
3 Association, shall be elected as provided in Section 2 below.
4

5 **Section 2. Election:**
6

7 (a) Nominations for the authorized delegate positions, other than the
8 President, shall be taken at the regular Chapter meeting in March, and election shall be
9 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers
10 for each of the authorized delegates, to include an alternate for the President, shall also
11 be elected.
12

13 (b) Notification of nominations and election and all other procedural matters
14 relating to delegate and alternate election shall conform to Association Policy 618 and
15 shall be conducted under the supervision of the Elections Committee.
16

17 (c) In the event a delegate cannot attend, the Executive Board shall
18 determine which alternate shall replace the authorized delegate.
19

20 **Section 3. Responsibilities:** Delegates shall attend all conference business
21 and other sessions of importance to the Chapter. In addition, the delegates shall:
22

23 (a) Attend at least one (1) orientation meeting at the regional or area level of
24 the Association concerning the resolutions to the upcoming conference, as directed by
25 the President/Executive Board.
26

27 (b) Provide written and oral reports on conference activities to the Chapter
28 membership at the first Chapter meeting following the conference.
29

30 (c) Submit a detailed report of expenditures to the Chapter Treasurer within
31 three (3) weeks following the conference, and if an expense advance has been provided
32 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for
33 authorized purposes.
34
35

36 **ARTICLE XIII**
37 **CONTRACT RATIFICATION**
38

39 **Section 1.** Contract ratification procedures will comply with the provisions of
40 Association Policy 610.
41

42 **Section 2. Initial Proposals:**
43

44 (a) The initial bargaining proposal will be determined by a vote of the
45 membership.
46

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

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

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

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

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

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

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

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

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

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

40 **(d) Conduct of Meeting and Vote:**
41

42 (1) The Negotiating Committee shall review the provisions of the
43 tentative agreement and indicate its recommendations for ratification or rejection and
44 reasons therefore.
45

46 (2) If the Association recommends rejection of the tentative agreement,
47 an Association representative shall be in attendance at the ratification meeting and shall

1 be provided ample opportunity to outline the recommendation for rejection and the
2 reasons therefore.

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

9
10 (4) The ratification vote shall be by secret ballot conducted at the
11 ratification meeting under the supervision of the Elections Committee and in accordance
12 with procedures required by Association Policy 610. Only Active CSEA members of the
13 bargaining unit(s) who are in good standing and present at the ratification meeting shall
14 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy
15 votes shall not be permitted.

16
17 (5) Ballots shall be tallied and results announced prior to close of the
18 meeting. A majority vote shall ratify.

19
20 **Section 5. Executed Agreement:** Every collective bargaining agreement
21 shall be executed by both the Association and appropriate representatives of this
22 Chapter. No contract shall be valid which has not been ratified by the Chapter
23 membership.

24
25
26 **ARTICLE XIV**
27 **CONCERTED ACTIVITIES**

28
29 **Section 1.** No concerted withholding of service shall be instituted by this
30 Chapter unless such concerted action has been approved at a regular or special
31 membership meeting, advance notice having been given, by secret ballot vote of not
32 less than sixty-five percent (65%) of the Active members in good standing present and
33 voting; and approval for such concerted activity has been granted by the Association's
34 Board of Directors.

35
36 **Section 2.** If the dispute relates to contract negotiations, no concerted
37 withholding of service shall be instituted unless the last offer of the employer has been
38 submitted to the Chapter membership in accordance with Article XIII of this constitution
39 and has been rejected, and the requirements of Section 1 above shall have been met.

40
41
42 **ARTICLE XV**
43 **AMENDMENTS TO CONSTITUTION**

44
45 **Section 1.** This Constitution shall at all times conform to all provisions of the
46 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
47 Association Constitution & Bylaws and/or Policy shall prevail.

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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. The President may appoint a Parliamentarian to assist in this regard.

ARTICLE XVIII
FISCAL YEAR

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