

**CONSTITUTION OF  
Lynwood Chapter No. 116, CSEA  
Latest Revision May 14, 2003**

**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 Lynwood Chapter No. 116, CSEA.**

**APPROVED**

California School Employees Association

Date: September 20, 2003

By: *Denise K. Jensen*, Executive Manager

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**ARTICLE I  
NAME AND OBJECTS**

**Section 1. Name:** The name of this organization shall be Lynwood Chapter No. 116 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

1 eligible to hold appointed or elective offices within the Association and Chapter and to  
2 have voice and vote and otherwise participate in Chapter and Association affairs.

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

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

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

30  
31 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 **Section 2.** "Active" membership shall be effective upon the completion, dating,  
35 and signing of an official CSEA application form as provided by the Association, and  
36 execution of a valid authorization for payroll deduction of dues or payment of at least  
37 one year's dues in advance. The application shall be promptly countersigned by the  
38 Chapter Treasurer who shall immediately forward the approved application, together  
39 with advance dues received if any, to the Association, and submit payroll deduction  
40 authorizations to the appropriate district office.

### 41 42 **Section 3. Membership "In Good Standing"**

43  
44 (a) Membership "in good standing" shall be effective and shall continue upon  
45 receipt of the required dues for the current month. For purposes of establishing voting  
46 rights and eligibility to hold an elected or appointed office, "Active" members whose  
47 dues are paid via payroll deduction shall not be deemed to be "in good standing" until

1 the first of the month following the month in which the first dues are deducted, unless  
2 s/he pays dues in cash for the interim period.

3  
4 (b) Membership shall terminate with:

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

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

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

17  
18 (4) The date of execution of a document terminating payroll deduction  
19 of dues, unless arrangements have been made with the Chapter Treasurer for advance  
20 cash payment.

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

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

28  
29 (7) Actions pursuant to Sections 5 or 6 below.

30  
31 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay  
32 either dues or fair share service fees to CSEA pursuant to organizational security  
33 provisions in the collective bargaining agreement and who choose not to be "Active"  
34 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service  
35 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the  
36 dues required of "Active" members of the Chapter (less any local Chapter fees unless  
37 collection of local Chapter fees has been approved by the Association) subject to  
38 annual requests for advance refunds of the portion of fair share service fees that CSEA  
39 determines will be used for purposes not related to collective bargaining, in accordance  
40 with the policies of the Association.

41  
42 "Fair Share Service Fee Payers" shall be entitled to full rights of representation in  
43 all matters related to their collective bargaining agreement. They shall not, however,  
44 have the right of voice, vote, or other participation in Chapter or Association affairs,  
45 unless otherwise provided herein or required by law.

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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,  
6 benefits 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 90 days shall be conclusively presumed to have resigned his/her membership  
12 effective on said date and if applicable shall be subject to paragraph (a) above and  
13 such action as may be provided under the collective bargaining agreement, unless the  
14 Treasurer is notified 30 days prior thereto that the member has not resigned and  
15 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           ***Effective September 1, 2003:***

38           (a) Per capita dues to the Association for "Active" members shall be  
39 assessed at the rate of 1.5% of the first \$2,175 of monthly gross salary (*excluding*  
40 *overtime*, but *including* longevity, professional growth and anniversary increments), but  
41 not to exceed a maximum of \$326.25 for the 12-month period commencing each  
42 September 1st and continuing through the following August 31st. Said dues shall be  
43 payable by payroll deduction or annually in advance direct to the Association.  
44

45           (1) Payroll deduction shall commence in September of each year and  
46 continue through the following August for each month the member is in a paid status, or  
47 until the maximum of \$326.25 has been deducted, whichever comes first.

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

6  
7                   **Effective September 1, 2004:**

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

14  
15                   (1) Payroll deduction shall commence in September of each year and  
16 continue through the following August for each month the member is in a paid status, or  
17 until the maximum of \$367.50 has been deducted, whichever comes first.

18  
19                   (2) Annual in advance payments must be remitted direct to the  
20 Association's Accounting Office no later than September 30, or within 30 days following  
21 membership application for new members after September. Such annual payments  
22 shall be as calculated by the Association's Accounting Office in accordance with the  
23 Association's Bylaws.

24  
25                   **Section 2. Chapter Dues.** Local Chapter dues for "Active" members of this  
26 Chapter shall be \$10.00 per year (\$1.00 per month), payable by payroll deduction  
27 during each of the months September through June in which the member is in regular  
28 paid status; or payable annually in advance to the Chapter Treasurer.

29  
30                   **Section 3.** The local Chapter dues plus the Association per capita dues equals  
31 the member's total dues requirement.

32  
33                   **Section 4. Assessments:** No assessments shall be levied in this Chapter  
34 other than those approved by three-fourths (3/4) of the Chapter membership present  
35 and voting on the question by secret ballot, provided that each member has been  
36 notified in writing at least ten (10) days in advance of the nature of the proposal and the  
37 time, date and place where the matter will be voted on.

38  
39                   **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the  
40 Chapter without authorization of the Executive Board. All funds collected (together with  
41 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)  
42 working days of receipt, for deposit in the Chapter's account.

43



1 (g) All ballots, including used, unused, invalid and challenged ballots, tally  
2 sheets and related election documents, including notices of nomination and election  
3 procedures, shall be retained by the Chapter Secretary for one year, or until any and all  
4 challenges to the election or charges of misconduct in the running of the election have  
5 been resolved, whichever is the longer period.  
6

7 **Section 5. Terms of Office:** Elected officers shall take office and assume  
8 their duties on the January 1 following their election and shall continue to serve for  
9 one year or until their successors are elected, provided that any officer shall  
10 automatically forfeit such office if they cease to be an "Active" member in good  
11 standing.  
12

13 **Section 6. Vacancies:**

14 (a) A vacancy in the office of President shall be filled by the Vice President.  
15  
16

17 (b) For vacancies in any other elected office, the Executive Board shall  
18 submit its recommendation to fill the office in writing to the Chapter membership at least  
19 five (5) working days in advance of a designated Chapter meeting. Nominations from  
20 the Floor shall also be accepted at said meeting. If there are no nominations from the  
21 Floor, the Executive Board's candidate shall be declared elected. If nominations from  
22 the Floor are made, a secret ballot election shall be conducted among the "Active"  
23 members in good standing present.  
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26 **ARTICLE V**  
27 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**  
28

29 **Section 1. Executive Board:** The Executive Board shall have general  
30 supervision of the affairs of the Chapter between the general membership meetings. It  
31 shall transact the routine business of the Chapter as authorized and required herein,  
32 direct the activities of the various committees, fix the time and place of meetings except  
33 as otherwise directed by the membership, prioritize and determine recommendations on  
34 matters requiring discussion and action by the general membership, and perform such  
35 other duties as are specified in this Constitution. The Board shall be subject to the  
36 orders of the Chapter membership, and none of its actions shall conflict with actions  
37 taken by the Chapter membership.  
38

39 A report on all actions taken by the Executive Board shall be made to the  
40 membership at the next regular or special Chapter meeting, with such actions subject to  
41 membership ratification if appropriate.  
42

43 Minutes of Chapter and Executive Board meetings shall be kept on file for at  
44 least five (5) years. Chapter financial records shall be kept on file for at least five (5)  
45 years.  
46

1 The Executive Board shall meet at the call of the President or at such times and  
2 places designated by it; the President shall call a special meeting upon the written  
3 request of a majority of the Board.

4  
5 A majority of the members of the Executive Board shall constitute a quorum.

6  
7 **Section 2. Duties of Officers, General:** Upon separation from office, an  
8 officer shall immediately turn over to his/her successor or other properly designated  
9 CSEA official all books, records, money and other effects of the Chapter in his/her  
10 possession.

11  
12 **Section 3. President:** The President shall:

13  
14 (a) Be Chairperson of the Executive Board, call and preside over all meetings  
15 of the Chapter and Executive Board at which s/he is in attendance.

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

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

25  
26 (d) Perform such other duties as normally pertain to the office of President or  
27 ordered by this Constitution.

28  
29 **Section 4. Vice President:** The Vice President shall:

30  
31 (a) In the absence or disability of the President, possess all of the powers and  
32 perform all of the duties in his/her stead.

33  
34 (b) At all times assist the President in the performance of his/her duties.

35  
36 (c) Assume the office of President if a vacancy occurs.

37  
38 (d) Compile a report on the activities and achievements of the Chapter and  
39 forward a copy of same to each member in January.

40  
41 (e) Serve as Chairperson of the Membership Committee.

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

44  
45 (g) Perform such other duties as may be assigned by the President or  
46 ordered by this Constitution.

47

1           **Section 5. Secretary:** The Secretary shall:  
2

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

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

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

13          (d) Notify members of all committees of their appointment/election.  
14

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

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

24          (g) Perform such other duties as normally pertain to the office of Secretary or  
25 as may be directed by the President or required by this Constitution.  
26

27           **Section 6. Treasurer:** The Treasurer shall:  
28

29          (a) Receive all funds of the Chapter and keep and disburse same under the  
30 direction of the President and as required by the Constitution & Bylaws of the  
31 Association and this Chapter.  
32

33          (b) Keep or cause to be kept regular books and full accounts which shall be  
34 open at all times to inspection of the President or his/her agent and the Auditing  
35 Committee.  
36

37          (c) Provide access to all records, vouchers and statements to the Auditing  
38 Committee for annual inspection at the close of each fiscal year.  
39

40          (d) Report at each meeting of the Chapter as to the financial condition of the  
41 treasury with a detailed statement of receipts and expenditures and accounts payable,  
42 to include per capita dues/fees paid and owed to the Association if any.  
43

44          (e) Prepare the annual PERB financial report to include the last day of the  
45 fiscal year, and immediately submit same to the President for review and forwarding to  
46 PERB, the Association, and the membership.  
47

1 (f) Promptly process and forward membership applications and dues  
2 payments to Association Headquarters and payroll deduction authorizations to proper  
3 district office for processing.

4  
5 (g) Maintain an accurate record of members in good standing, and prepare  
6 such monthly reports and remittances as may be required by the Association and  
7 promptly forward to Association Headquarters within thirty days of request.

8  
9 (h) Assist in preparation of the Chapter budget, and perform such other  
10 duties as may be directed by the President.

11  
12 (i) Upon leaving office, sign such bank signature cards or other documents  
13 necessary for the transfer of all Chapter accounts to the new Treasurer.

14  
15 **Section 7. Public Relations Officer:** It shall be the duty of the Public  
16 Relations Officer to edit and distribute a newsletter or similar publication as may be  
17 authorized by the Executive Board and the Chapter membership, to write articles of  
18 interest pertaining to Chapter affairs for local newspapers and official publications of the  
19 Association and perform such other public relations activities as directed by the  
20 President.

21  
22 **Section 8. Chief Job Steward:** The Chief Job Steward shall ensure that the  
23 Job Steward program of the Chapter functions according to the requirements set forth  
24 in this Constitution, and maintain the necessary records on matters of contract  
25 enforcement to permit the Chapter to effectively represent bargaining unit employees.  
26 Shall serve as Chairperson of the Grievance Committee, and keep the Executive Board  
27 informed on all grievance activity.

28  
29 **Section 9. Immediate Past President:** The Immediate Past President shall  
30 be a member of the Executive Board and perform such duties as may be assigned by  
31 the President and/or the Executive Board; and shall, in the absence or disability of both  
32 the President and Vice President, possess all of the powers and perform all of the  
33 duties of the President.

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36 **ARTICLE VI**  
37 **MEETINGS**  
38

39 **Section 1.** Regular business meetings of this Chapter shall be held during the  
40 months of September through June, inclusive, on the third Wednesday; except for the  
41 months of June and December, when the meeting shall be held on the second  
42 Wednesday.

43  
44 **Section 2.** Special meetings may be called by the Chapter President as  
45 deemed necessary, or shall be called by a vote of two-thirds of the Executive Board or  
46 upon petition to the President of twenty percent (20%) of the Chapter membership.  
47

1           **Section 3. Meeting Notices:**  
2

3           (a)   **Regular Meetings.** Unless otherwise specified herein, a meeting notice  
4 shall precede all Chapter meetings at least five (5) days in advance to allow members a  
5 reasonable opportunity to attend. Said notice shall include a summary of the business  
6 to be acted upon, and the time, date and place of the meeting.  
7

8           (b)   **Special Meetings.** Notice for special meetings shall include the specific  
9 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a  
10 notice of less than five (5) days, but not less than 24 hours in advance, may be given in  
11 an emergency situation.  
12

13           **Section 4.** Unless otherwise ordered by two-thirds vote of the members  
14 present, the Order of Business at regular Chapter meetings shall be:  
15

- 16           (1)   Pledge of Allegiance to the Flag
  - 17           (2)   Approval of Minutes of the previous meeting
  - 18           (3)   Report of Executive Board Actions
  - 19           (4)   Communications
  - 20           (5)   Treasurer's Report
  - 21           (6)   Recognition of New Members
  - 22           (7)   Report of Negotiating Committee
  - 23           (8)   Committee/Job Steward/Site Representative Reports
  - 24           (9)   Unfinished Business
  - 25           (10)  New Business
  - 26           (11)  Good of the Order
  - 27           (12)  Adjournment
- 28

29           **Section 5. Quorum for Meetings:** It shall require at least five (5) members in  
30 good standing in attendance at any Chapter meeting for business to be conducted.  
31  
32

33   **ARTICLE VII**  
34   **CONTROL OF FUNDS / BUDGET**  
35

36           **Section 1.** All funds received shall be deposited in the name of Lynwood  
37 Chapter No. 116, CSEA, in such bank or other financial institution as approved by the  
38 Executive Board. No funds shall be disbursed except by check, duly authorized and  
39 signed by the Treasurer and the President or Vice President. In the event of absence  
40 of, inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed  
41 upon signature of the President and one of the following: Vice President, Secretary.  
42

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

1 \$100 to the Executive Board for prior approval. Any expenditures in excess of those  
2 approved in the budget must have prior approval of the Chapter membership.  
3

4 **Section 3. Incidental Expenses:** The President shall receive \$25.00 per  
5 month as incidental expenses in conducting the business of the Chapter.  
6

7  
8 **ARTICLE VIII**  
9 **COMMITTEES**

10  
11 **Section 1. Standing Committees:** The following shall be the standing  
12 committees of the Chapter: Auditing, Elections, Grievance, Membership, Negotiating,  
13 Nominating, Political Action. Unless otherwise specified herein, the President shall, as  
14 soon as possible after January 1 of each year, appoint the chairpersons and members  
15 of the standing committees, which appointment shall be subject to the ratification of the  
16 Executive Board. The Executive Board shall determine the number of members to be  
17 appointed to each, except as otherwise provided herein.  
18

19 **Section 2. Ad Hoc Committees:** Such other committees as the Executive  
20 Board or the Chapter membership may deem necessary to perform a specified task for  
21 the welfare of the Chapter may be appointed. The Executive Board shall determine the  
22 composition of such committees and the timelines for completion of their assigned  
23 duties. Such Ad Hoc committees shall cease to function upon completion of their  
24 specified task.  
25

26 **Section 3.** The Vice President shall act as coordinator of all appointed  
27 committees, and shall be Chairperson of the Membership Committee. The Chief Job  
28 Steward shall be Chairperson of the Grievance Committee.  
29

30 **Section 4.** The President shall be, ex-officio, a member of all committees,  
31 except the Nominating Committee.  
32

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

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

41 **Section 7. Negotiating Committee (Team):**

42  
43 (a) The Negotiating Committee shall consist of a Chairperson as designated  
44 by the Chapter President and ratified by the Executive Board, plus one (1)  
45 representative from each of the major job classifications represented by this Chapter,  
46 as follows: Secretarial, Clerical, Instructional Assistants and Audio/Visual.  
47

1 (b) The committee members shall be elected by and from among the  
2 members in good standing employed in each of the classifications designated above.  
3 The Executive Board shall set the time, date and place of such election meetings,  
4 which shall be no later than December of the designated election year. The Chapter  
5 President shall preside at said election meetings, at which nominations will be taken  
6 and a secret ballot vote shall be conducted. All procedural matters relating to these  
7 elections, including timelines for notice to the affected members, shall be in accordance  
8 with Association Policy 618.

9  
10 (c) Term of office for the elected members shall commence upon their  
11 election and continue for two (2) years or until their successors are elected.

12  
13 (d) Vacancies shall be filled by special election within the affected  
14 classification for the remainder of the original term only.

15  
16 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

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

21  
22 (2) Negotiate the contract (including reopeners and modifications) for  
23 and on behalf of the Chapter with assistance from Association field staff.

24  
25 (3) Keep the Executive Board and the membership informed on the  
26 progress of negotiations and solicit membership input where advisable.

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

30  
31 **Section 8. Auditing Committee:** It shall be the duty of this committee to  
32 receive and audit the books and records of the Treasurer immediately after the close of  
33 each fiscal year, and at such other times as may be directed by the President, and  
34 report its findings to the Chapter membership.

35  
36 **Section 9. Elections Committee:** It shall be the duty of this committee to  
37 supervise and assist in the preparation, distribution, and counting of the ballots in **all**  
38 elections (including contract ratifications) within the Chapter, and certify the results to  
39 the Chapter President. In addition, the committee shall ensure that election procedures  
40 are in accordance with applicable provisions of the Association's Constitution & Bylaws  
41 and Policy, and this Constitution.

42  
43 **Section 10. Grievance Committee:**

44  
45 (a) It shall be the duty of the Grievance Committee to supervise and assist  
46 the operation of the Chapter's Job Steward program. The committee shall ensure that

1 all grievances are handled properly in their investigation and filing and consistent in  
2 their resolution.

3  
4 (b) The committee shall be empowered to review proposed settlements of  
5 grievances undertaken by individual members of the bargaining unit (i.e., without  
6 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent  
7 with provisions of the collective bargaining agreement.

8  
9 (c) The committee shall review all grievances going beyond the immediate  
10 supervisory level to determine whether CSEA staff assistance should be obtained. If  
11 staff assistance is required, the President shall be so notified.

12  
13 (d) The committee shall review all grievances being considered for arbitration  
14 and recommend to the Executive Board whether each particular case should be  
15 arbitrated.

16  
17 **Section 11. Membership Committee:** It shall be the duty of this committee to  
18 strive for 100% CSEA membership within the represented bargaining unit(s), and to  
19 prepare and execute a program designed to secure new members and stimulate  
20 membership attendance at Chapter meetings on an ongoing basis.

21  
22 **Section 12. Nominating Committee:** It shall be the duty of this committee to  
23 investigate the qualifications of members for the elective executive board offices and  
24 submit such nominees as in its judgment will best serve the interests of the Chapter.  
25 Nominations shall be reported to the Chapter membership as required by Article IV of  
26 this Constitution.

27  
28 **Section 13. Political Action Committee:** It shall be the duty of this committee  
29 to:

30  
31 (a) Develop and implement a Chapter Alert system designed for emergency  
32 contact of the membership when immediate Chapter action is necessary on contract  
33 matters, legislative and political issues, and other items of importance to the  
34 Association and Chapter.

35  
36 (b) Keep the members informed about the legislative program of the  
37 Association, and may recommend to the Chapter membership legislative proposals it  
38 deems desirable for submission to the Association's Legislative Committee for  
39 consideration and inclusion in the Association's legislative program.

40  
41 (c) Work cooperatively with the Political Action Coordinator (PAC),  
42 appropriate staff and Area PACE and Legislative Committee representatives in  
43 furtherance of the Association's legislative and political goals, rendering regular reports  
44 at Chapter meetings regarding the same and recommending any Chapter support or  
45 activity it considers appropriate.

46

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

5 (e) Make recommendations to the Chapter membership regarding  
6 endorsement of candidates for school board, in accordance with the following  
7 procedures:  
8

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

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

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

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

## 28 **ARTICLE IX** 29 **JOB STEWARDS** 30

31  
32 **Section 1. Appointment:** Job Stewards, in sufficient numbers to serve the  
33 needs of the membership, shall be appointed by the President to serve each job  
34 classification. The Executive Board shall determine the number of stewards to be  
35 appointed for each area of representation, and shall ratify all appointments.  
36

37 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the  
38 January 1 following their appointment to the end of the Chapter and fiscal year, or until  
39 their successors are appointed, provided that any Job Steward shall automatically  
40 forfeit such office if they cease to be an "Active" member in good standing employed  
41 within the designated service area. Vacancies shall be filled by appointment of the  
42 President, ratified by the Executive Board, from among the qualified members in good  
43 standing employed within the affected service area, for the remainder of the original  
44 term only.  
45  
46  
47



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

6  
7 (d) Relay member concerns to the appropriate Job Steward or other Chapter  
8 officer.

9  
10 (e) Attend Chapter meetings; attend training workshops and other seminars  
11 as directed and approved by the Executive Board.

12  
13  
14 **ARTICLE XI**  
15 **RECALL OR REMOVAL FROM OFFICE**

16  
17 **Section 1. Recall of Elected Offices**

18  
19 (a) Any member of the Executive Board, Conference delegates and  
20 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of  
21 "Active" members of the Chapter in good standing present and voting at a meeting  
22 called for the purpose of a recall action. Elected Negotiating Committee members may  
23 be recalled from office by a two-thirds (2/3) secret ballot vote of the "Active" members in  
24 good standing of the classification from which the position was originally elected who  
25 are present and voting at a designated meeting.

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

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

43  
44 **Section 2. Removal of Appointed Offices**

45  
46 (a) Any appointee of the President/Executive Board may be removed from  
47 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,

1 provided such person shall be provided at least five (5) days advance notice of the  
2 reasons for removal and the time, date and place where the Board will meet to vote on  
3 the matter. At said meeting the member shall be afforded an opportunity to provide  
4 rebuttal argument prior to the vote being taken.

5  
6 (b) Any appointed committee chairperson or member failing to attend three  
7 (3) consecutive committee meetings, unless excused for cause, shall be automatically  
8 removed from the committee.

9  
10  
11 **ARTICLE XII**  
12 **DELEGATES TO CONFERENCE**

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

17  
18 (a) The Chapter President.

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

23  
24 **Section 2. Election:**

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

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

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

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

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

45  
46 (b) Report on conference activities to the Chapter membership at the first  
47 Chapter meeting following the conference.

1 (c) Submit a detailed report of expenditures to the Chapter Treasurer within  
2 three (3) weeks following the conference, and if an expense advance has been  
3 provided by the Chapter, reimburse the Chapter treasury for advance funds not utilized  
4 for authorized purposes.  
5

6  
7 **ARTICLE XIII**  
8 **CONTRACT RATIFICATION**  
9

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

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

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

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

21 **Section 3. Negotiated Agreement:**

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

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

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

35 (a) A copy of the Tentative Agreement or a summary of the Tentative  
36 Agreement, and a statement as to whether the Negotiating Committee is  
37 recommending ratification or rejection of the Agreement, shall be provided each CSEA  
38 member of the bargaining unit(s) prior to the ratification meeting. If a summary only is  
39 provided, copies of the Tentative Agreement containing the exact language of the  
40 proposal shall be provided at the meeting.  
41

42 (b) The Chapter President shall set the date, time and place for the  
43 ratification meeting, which shall be open to attendance by all employees within the  
44 bargaining unit(s), whether or not they are CSEA members.  
45

46 (c) Notice of the ratification meeting shall be issued to all bargaining unit  
47 employees no later than five (5) working days in advance of the scheduled date.

1 Distribution of said meeting notice shall be at the discretion of the Chapter President,  
2 utilizing any of the following methods which s/he determines to be most efficient:

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

7  
8 **Exception to the above:** The Association's Executive Director, or  
9 designee, may approve a notice period of less than five working days upon request of  
10 the Chapter President, if it is determined that an immediate ratification meeting would  
11 be advisable.

12  
13 (d) **Conduct of Meeting and Vote:**

14  
15 (1) The Negotiating Committee shall review the provisions of the  
16 Tentative Agreement and indicate its recommendations for ratification or rejection and  
17 reasons therefore.

18  
19 (2) If the Association recommends rejection of the Tentative  
20 Agreement, a Association representative shall be in attendance at the ratification  
21 meeting and shall be provided ample opportunity to outline the recommendation for  
22 rejection and the reasons therefore.

23  
24 (3) Polls for voting shall not be opened until the period for discussion,  
25 debate, and answering of questions has begun. Non-CSEA members (including fair  
26 share service fee payers) of the bargaining unit(s) in attendance shall be granted the  
27 right to participate in the discussion and debate. **They shall not, however, have the**  
28 **right to make motions or vote.**

29  
30 (4) The ratification vote shall be by secret ballot conducted at the  
31 ratification meeting under the supervision of the Elections Committee and in  
32 accordance with procedures required by Association Policy 610. Only "Active" CSEA  
33 members of the bargaining unit(s) who are in good standing and present at the  
34 ratification meeting shall be entitled to vote on the ratification or rejection of the  
35 agreement. Absentee or proxy votes shall not be permitted.

36  
37 (5) Ballots shall be tallied and results announced prior to close of the  
38 meeting. A majority vote shall ratify.

39  
40 **Section 5. Executed Agreement:** Every collective bargaining agreement  
41 shall be executed by both the Association and appropriate representatives of this  
42 Chapter. No contract shall be valid which has not been ratified by the Chapter  
43 membership.  
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**ARTICLE XIV  
CONCERTED ACTIVITIES**

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

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

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**ARTICLE XV  
AMENDMENTS TO CONSTITUTION**

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

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

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

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

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**ARTICLE XVI  
DISBANDMENT OF CHAPTER**

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

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

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

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

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**ARTICLE XVII  
PARLIAMENTARY AUTHORITY**

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