

**CONSTITUTION OF  
Charter Oak Chapter No. 309, CSEA  
Latest Revision April 16, 2009**

**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 Charter Oak Chapter No. 309, CSEA.**

**APPROVED**

**California School Employees Association**

**Date: November 20, 2009**

**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 Charter Oak Chapter No. 309 of the California School Employees Association.

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

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**ARTICLE II  
MEMBERSHIP**

**Section 1.** Membership in this chapter shall be as follows:

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

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

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

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

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

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

18  
19           (c) **Active Retired:** Any person who was a member of the chapter at the  
20 time of retirement and **who also maintains a retired membership in good standing**  
21 **with the Association** may continue as an Active member of this chapter upon payment  
22 of the regular chapter dues required of Active members. Such dues shall be paid  
23 annually in advance or monthly in advance direct to the Chapter Treasurer. Such  
24 members shall be entitled to continued full participation in chapter affairs, including the  
25 right to hold appointive or elective offices and the right to vote, with the exception of the  
26 right to vote in contract ratification and concerted activities matters.

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

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

### 38 39           **Section 3. Membership "In Good Standing"**

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

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1 (b) Membership shall terminate with:

2  
3 (1) The effective date of layoff for members who are laid off and who  
4 choose not to continue in either an Active or Inactive status under provisions of Sections  
5 1(a)(1) or 1(b) above.

6  
7 (2) The effective date of an unpaid leave of absence or placement on a  
8 reemployment list for reasons other than layoff, for such members who choose not to  
9 continue in an Inactive status under provisions of Section 1(b) above.

10  
11 (3) The date of termination of their 39-month reemployment rights or  
12 approved leave of absence for members who have continued in an Active or Inactive  
13 status, if such members have not been returned to active employment.

14  
15 (4) The date of execution of a document terminating payroll deduction  
16 of dues, unless arrangements have been made with the Chapter Treasurer for advance  
17 cash payment.

18  
19 (5) The effective date of removal from the bargaining unit, or voluntary  
20 termination of employment.

21  
22 (6) The effective date of involuntary termination of employment, unless  
23 the member is eligible to continue and elects to retain Active status as permitted under  
24 provisions of Section 1(a)(2) above.

25  
26 (7) Actions pursuant to Sections 5 or 6 below.

27  
28 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay  
29 either dues or fair share service fees to CSEA pursuant to organizational security  
30 provisions in the collective bargaining agreement and who choose not to be Active  
31 members of this chapter shall be carried on the chapter rolls as "Fair Share Service Fee  
32 Payers". Such persons shall pay fair share service fees in an amount equal to the dues  
33 required of Active members of the chapter (less any local chapter fees unless collection  
34 of local chapter fees has been approved by the Association) subject to annual requests  
35 for advance refunds of the portion of fair share service fees that CSEA determines will  
36 be used for purposes not related to collective bargaining, in accordance with the policies  
37 of the Association.

38  
39 Fair share service fee payers shall be entitled to full rights of representation in all  
40 matters related to their collective bargaining agreement. They shall not, however, have  
41 the right of voice, vote, or other participation in chapter or Association affairs, unless  
42 otherwise provided herein or required by law.

43  
44 **Section 5. Delinquency & Resignation:**

45  
46 (a) Members who no longer wish to retain that status may resign CSEA  
47 membership by written notification to the Chapter Treasurer. They shall become fair

1 share service fee payers subject to the same fair share service fees and rights, benefits  
2 and burdens as provided under Section 4 of this article.  
3

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

13 (c) Members who have resigned shall, upon reapplication, be admitted as  
14 new members.  
15

### 16 **Section 6. Expulsion, Suspension, Discipline:**

17

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

23 (b) All matters for proposed disciplinary action against members shall be  
24 referred to the Association for action, except that members may be recalled from office  
25 in accordance with provisions of Article XI of this Constitution.  
26

## 27 **ARTICLE III**

### 28 **DUES and ASSESSMENTS**

29

### 30 **Section 1. Association Per Capita Dues**

31

#### 32 ***Effective September 1, 2003 (through August 31, 2004):***

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

41 (1) Payroll deduction shall commence in September of each year and  
42 continue through the following August for each month the member is in a paid status, or  
43 until the maximum of \$326.25 has been deducted, whichever comes first.  
44

45 (2) Annual in advance payments must be remitted direct to the  
46 Association's accounting office no later than September 30, or within 30 days following  
47 membership application for new members after September. Such annual payments

1 shall be as calculated by the Association's Accounting Office in accordance with the  
2 Association's Bylaws.

3  
4 **Effective September 1, 2004:**

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

11  
12 (1) Payroll deduction shall commence in September of each year and  
13 continue through the following August for each month the member is in a paid status, or  
14 until the maximum of \$367.50 has been deducted, whichever comes first.

15  
16 (2) Annual in advance payments must be remitted direct to the  
17 Association's accounting office no later than September 30, or within 30 days following  
18 membership application for new members after September. Such annual payments  
19 shall be as calculated by the Association's Accounting Office in accordance with the  
20 Association's Bylaws.

21  
22 **Section 2. Chapter Dues.** Local chapter dues for Active members of this  
23 chapter shall be \$20.00 per year, payable by payroll deduction during each of the  
24 months September through June in which the member is in regular paid status; or  
25 payable annually in advance to the Chapter Treasurer.

26  
27 **Section 3.** The local chapter dues plus the Association per capita dues equals  
28 the member's total dues requirement.

29  
30 **Section 4. Assessments:** No assessments shall be levied in this chapter  
31 other than those approved by 3/4 of the chapter membership present and voting on the  
32 question by secret ballot, provided that each member has been notified in writing at  
33 least ten days in advance of the nature of the proposal and the time, date and place  
34 where the matter will be voted on.

35  
36 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the  
37 chapter without authorization of the Executive Board. All funds collected (together with  
38 an accounting of source) shall be delivered to the Chapter Treasurer within five working  
39 days of receipt, for deposit in the chapter's account.

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42 **ARTICLE IV**  
43 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**

44  
45 **Section 1. Officers:** The following officers shall be elected by and from  
46 among the total Active membership of the chapter, regardless of the location of their  
47 employment: President, Vice President, Secretary, Treasurer, Public Relations Officer.

1           **Section 2. Executive Board:** The elected officers designated in Section 1,  
2 plus the Immediate Past President, shall constitute the Executive Board of this chapter.  
3

4           **Section 3. Eligibility to Hold Office:** Officers shall be elected from among  
5 the Active members in good standing of the chapter who have maintained such  
6 membership continuously for a period of twelve consecutive calendar months  
7 immediately preceding the month in which they are nominated.  
8

9           (a) Nominees for elected office shall be Active members of the chapter in  
10 good standing at the time of nomination and can only accept nomination for one  
11 Executive Board office.  
12

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

14  
15           (a) A Nominating Committee appointed as hereinafter provided shall provide  
16 its nominations to fill the elective offices listed in Section 1, which shall be submitted  
17 annually at the October chapter meeting.  
18

19           (b) Nominations for these offices shall be accepted from the floor at the  
20 October and November chapter meetings.  
21

22           (c) If, after nominations are closed at the November chapter meeting there is  
23 only one nomination for an office, the single nominee shall be declared elected to the  
24 office, and no balloting or other action shall be required. The Chapter President shall so  
25 notify the membership in writing as soon thereafter as possible.  
26

27           (d) When there is more than one nominee for an office, an election shall be  
28 conducted at the December chapter meeting by secret ballot vote of Active members in  
29 good standing present at said meeting. It shall require a plurality vote to elect any  
30 officer. Write-in votes shall not be accepted. If a tie exists, the election shall be  
31 determined by lot (draw) between the tied candidates.  
32

33           (e) Notices of the time, date, and place for nominations and balloting, and all  
34 other procedural matters relating to conducting these elections, shall be in accordance  
35 with provisions of Association Policy 618.  
36

37           (f) All candidates shall be provided an opportunity to address the members  
38 present at the election meeting prior to the balloting, and they or their designated  
39 representative shall be accorded the right to observe the ballot tally process.  
40

41           (g) All ballots, including used, unused, invalid and challenged ballots, tally  
42 sheets and related election documents, including notices of nomination and election  
43 procedures, shall be retained by the Chapter Secretary for one year, or until any and all  
44 challenges to the election or charges of misconduct in the running of the election have  
45 been resolved, whichever is the longer period.  
46

47           **Section 5. Terms of Office:** Elected officers shall take office and assume  
48 their duties on the January 1 following their election and shall continue to serve for

1 one year or until their successors are elected, provided that any officer shall  
2 automatically forfeit such office if they cease to be an Active member in good standing.

3  
4 **Section 6. Vacancies:**

5  
6 (a) A vacancy in the office of President shall be filled by the Vice President.

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

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17 **ARTICLE V**  
18 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

19  
20 **Section 1. Executive Board:** The Executive Board shall have general  
21 supervision of the affairs of the chapter between the general membership meetings. It  
22 shall transact the routine business of the chapter as authorized and required herein,  
23 prioritize and determine recommendations on matters requiring discussion and action  
24 by the general membership, and perform such other duties as are specified in this  
25 constitution. The Board shall be subject to the orders of the chapter membership, and  
26 none of its actions shall conflict with actions taken by the chapter membership.

27  
28 A report on all actions taken by the Executive Board shall be made to the  
29 membership at the next regular or special chapter meeting, with such actions subject to  
30 membership ratification if appropriate.

31  
32 Minutes of chapter and Executive Board meetings shall be kept on file for at least  
33 five years. Chapter financial records shall be kept on file for at least five years.

34  
35 The Executive Board shall meet at the call of the President or at such times and  
36 places designated by it; the President shall call a special meeting upon the written  
37 request of a majority of the Board.

38  
39 A majority of the members of the Executive Board shall constitute a quorum.

40  
41 **Section 2. Duties of Officers, General:** Upon separation from office, an  
42 officer shall immediately turn over to his/her successor or other properly designated  
43 CSEA official all books, records, money and other effects of the chapter in his/her  
44 possession.

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1           **Section 3. President:** The President shall:

2  
3           (a) Be chairperson of the Executive Board, call and preside over all meetings  
4 of the chapter and Executive Board at which s/he is in attendance.

5  
6           (b) Fix the time and place of meetings except as otherwise directed by the  
7 membership.

8  
9           (c) Set the agenda for chapter meetings, as noted in Article VI.

10  
11           (d) Appoint and direct the activities of the various committees, standing or  
12 special, required by this constitution or established by the Executive Board, or as may  
13 be ordered by vote of the membership, except as otherwise provided herein.

14  
15           (e) Attend all regional presidents' meetings (RPMs) and such other meetings  
16 as required by the Association or direction of the chapter, and report back to the  
17 Executive Board and chapter membership at the next chapter meeting, with  
18 recommendations for chapter action or as otherwise required.

19  
20           (f) Perform such other duties as normally pertain to the office of President or  
21 ordered by this constitution.

22  
23           **Section 4. Vice President:** The Vice President shall:

24  
25           (a) In the absence or disability of the President, possess all of the powers and  
26 perform all of the duties in his/her stead.

27  
28           (b) At all times assist the President in the performance of his/her duties.

29  
30           (c) Assume the office of President if a vacancy occurs.

31  
32           (d) Serve as Chairperson of the Membership Committee.

33  
34           (e) Coordinate and direct the activities of the Site Representatives.

35  
36           (f) In coordination with the Grievance Committee Chair, call and conduct  
37 periodic meetings between the Site Representatives and Job Stewards to ensure an  
38 appropriate level of communication and coordination between these two programs.

39  
40           (g) Coordinate the activities of the standing committees.

41  
42           (h) Perform such other duties as may be assigned by the President/Executive  
43 Board or ordered by this constitution.

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1           **Section 5. Secretary:** The Secretary shall:  
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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 assigned by the President/Executive Board or ordered 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 the Association, and the membership.

1 (f) Promptly process and forward membership applications and dues  
2 payments to CSEA Headquarters and payroll deduction authorizations to proper district  
3 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 CSEA Headquarters within thirty days of request.  
8

9 (h) Assist in preparation of the chapter budget.  
10

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

14 (j) Perform such other duties as normally pertain to the office of Treasurer or  
15 as may be assigned by the President/Executive Board or ordered by this constitution.  
16

17 **Section 7. Public Relations Officer:** The Public Relations Officer shall:  
18

19 (a) Edit and distribute a newsletter or similar publication as may be authorized  
20 by the Executive Board and the chapter membership.  
21

22 (b) Write articles of interest pertaining to chapter affairs for local newspapers  
23 and official publications of the Association.  
24

25 (c) Perform such other duties as normally pertain to the Public Relations Officer  
26 or as may be assigned by the President/Executive Board or ordered by this constitution.  
27

28 **Section 8. Immediate Past President:** The Immediate Past President shall  
29 be a member of the Executive Board and perform such duties as may be assigned by  
30 the President and/or the Executive Board; and shall, in the absence or disability of both  
31 the President and the Vice President, possess all of the powers and perform all of the  
32 duties of the President.  
33

## 34 **ARTICLE VI** 35 **MEETINGS** 36 37

38 **Section 1.** Regular business meetings of this chapter shall be held during the  
39 months of September through June, inclusive. The schedule of such meetings shall be  
40 established in January of each year for the succeeding 12 month period and shall be  
41 provided to the membership.  
42

43 **Section 2.** Special meetings of the chapter may be called by the Chapter  
44 President as deemed necessary, or shall be called by a vote of 2/3 of the Executive  
45 Board or upon petition to the President of 20% of the chapter membership.  
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- 1 (1) Accounting, Clerical and Secretarial Series;
- 2 (2) Maintenance and Grounds Series;
- 3 (3) Custodial Series;
- 4 (4) Library Media;
- 5 (5) Food Services Series; and
- 6 (6) Instructional and Technology Series.

7  
8 (b) The committee members shall be appointed by the President from among  
9 the members in good standing.

10  
11 (c) Term of office for the appointed members shall commence upon their  
12 appointment and continue for one year or until their successors are appointed.

13  
14 (d) Vacancies shall be filled by appointment by the President for the  
15 remainder of the original term only.

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

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

22  
23 (2) Negotiate the contract (including reopeners and modifications) for  
24 and on behalf of the chapter with assistance from CSEA field staff.

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

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

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

36  
37 There shall be a minimum of three members on this committee.

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

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1           **Section 10. Grievance Committee:**

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3           (a)     The President shall appoint the Chairperson as well as at least two  
4 additional members. The appointment of the Grievance Committee Chairperson is  
5 subject to the ratification of the Chapter membership.

6  
7           (b)     It shall be the duty of the Grievance Committee to supervise and assist the  
8 operation of the Chapter's Job Steward program. The committee shall ensure that all  
9 grievances are handled properly in their investigation and filing and consistent in their  
10 resolution.

11  
12           (c)     The committee shall be empowered to review proposed settlements of  
13 grievances undertaken by individual members of the bargaining unit (i.e., without  
14 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent  
15 with provisions of the collective bargaining agreement.

16  
17           (d)     The committee shall review all grievances going beyond the immediate  
18 supervisory level to determine whether CSEA staff assistance should be obtained. If  
19 staff assistance is required, the President shall be so notified.

20  
21           (e)     The committee shall review all grievances being considered for arbitration  
22 and recommend to the Executive Board whether each particular case should be  
23 arbitrated.

24  
25           **Section 11. Membership Committee:** It shall be the duty of this committee to  
26 strive for 100% CSEA membership within the represented bargaining unit(s), and to  
27 prepare and execute a program designed to secure new members and stimulate  
28 membership attendance at chapter meetings on an ongoing basis.

29  
30           There shall be a minimum of three members on this committee.

31  
32           **Section 12. Nominating Committee:** It shall be the duty of this committee to  
33 investigate the qualifications of members for the elective executive board offices and  
34 submit such nominees as in its judgment will best serve the interests of the Chapter.  
35 Nominations shall be reported to the Chapter membership as required by Article IV of  
36 this Constitution.

37  
38           There shall be a minimum of three members on this committee.

39  
40           **Section 13. Political Action Committee:** It shall be the duty of this committee  
41 to:

42  
43           (a)     Develop and implement a chapter alert system designed for emergency  
44 contact of the membership when immediate chapter action is necessary on contract  
45 matters, legislative and political issues, and other items of importance to the Association  
46 and chapter.

47

1 (b) Keep the members informed about the legislative program of the  
2 Association, and may recommend to the chapter membership legislative proposals it  
3 deems desirable for submission to the Association's Legislative Committee for  
4 consideration and inclusion in the Association's legislative program.

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

11  
12 (d) Encourage all members to financially support PACE of CSEA and the  
13 Victory Club, and educate the membership regarding the necessity for active  
14 participation in the political process in accordance with Association and chapter goals.

15  
16 (e) Make recommendations to the chapter membership regarding  
17 endorsement of candidates for school board, in accordance with the following  
18 procedures:

19  
20 (1) The committee shall conduct a pre-screening of candidates to be  
21 recommended for endorsement, through direct interviews or questionnaires sent to the  
22 candidates. Following the pre-screening process, the committee shall present its  
23 recommendations for endorsement at a designated chapter meeting for action by the  
24 chapter membership. A majority vote shall be required for endorsement.

25  
26 (2) Whenever possible, the committee shall arrange for a candidates'  
27 forum to provide chapter members an opportunity to hear and question the candidates  
28 on relevant issues prior to hearing the committee's recommendation and the  
29 endorsement vote being taken.

30  
31 (f) The committee shall determine the amount of financial support, if any, to  
32 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on  
33 such forms as may be required.

34  
35 (g) The committee shall solicit volunteer activity by the chapter membership  
36 on behalf of endorsed candidates, and shall be responsible for coordinating and  
37 directing such member activities.

38  
39 **Section 14. Scholarship Committee:** It shall be the duty of this committee to  
40 oversee the Chapter's scholarship program for high school seniors. This committee will  
41 receive and review all applications for prospective recipients. There must be a  
42 minimum of two members on this committee.

43  
44 The awarding of the scholarship(s) will be determined by the guidelines and  
45 qualifications listed below:

46  
47 (a) Applicants must be graduating seniors.  
48

1 (b) Applicant's parent/guardian must be a member in good standing of  
2 Charter Oak Chapter 309, CSEA.

3  
4 (c) Applicants must have a cumulative grade point average of 2.5 or above.

5  
6 (d) Applicants must attend an accredited trade school, college or university as  
7 a full-time student the succeeding year.

8  
9 **Section 15. Sunshine Committee:** It shall be the duty of this committee to  
10 send gifts or cards to members when illness or bereavement occurs in the immediate  
11 family. There shall be a minimum of two members on this committee.

12  
13  
14 **ARTICLE IX**  
15 **JOB STEWARDS**  
16

17 **Section 1. Appointment:** The Chapter President will appoint Job Stewards in  
18 sufficient number to serve the needs of the membership. The President shall determine  
19 the number of stewards to be appointed for each area of representation.

20  
21 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the  
22 January 1 following their appointment to the end of the chapter and fiscal year, or until  
23 their successors are appointed, provided that any Job Steward shall automatically forfeit  
24 such office if they cease to be an Active member in good standing. Vacancies shall be  
25 filled by appointment of the President, ratified by the Executive Board, from among the  
26 members in good standing, for the remainder of the original term only.

27  
28 **Section 3. Duties.** The Job Steward(s) shall:

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

32  
33 (b) Attend periodic Site Representative/site council meetings as directed by  
34 the Grievance Committee Chair.

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

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

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

46

1 (f) Immediately inform the Grievance Committee Chairperson of all  
2 grievances received; immediately report to the Grievance Committee Chairperson the  
3 settlement of grievances processed or the failure to settle within contractual timelines.  
4

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

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

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

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

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

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

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

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

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

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

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

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

1 (b) Recall may be initiated by a petition of 2/3 of the Executive Board or 30%  
2 of the members in good standing eligible to vote on the individual being recalled. The  
3 petition shall state the specific reasons in support of the recall, and the petition shall be  
4 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 15 days nor more than 30 days following its  
8 receipt, at which the charged person shall be afforded opportunity to rebut the charges,  
9 including presentation and cross-examination of witnesses as may be appropriate, and  
10 the secret ballot vote shall be conducted. Attendance at said meeting shall be restricted  
11 to members of the Executive Board and members of the chapter in good standing who  
12 are eligible to vote on the particular recall action, authorized representatives of the  
13 Association, and such witnesses as may be pertinent to the action. Notice specifying  
14 time, date, and place and the specific nature/purpose of the meeting shall be issued to  
15 those eligible for attendance at least ten days in advance.  
16

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

18  
19 (a) Any appointee of the President/Executive Board may be removed from  
20 office by a 2/3 vote of the Executive Board, a quorum being present, provided such  
21 person shall be provided at least five days advance notice of the reasons for removal  
22 and the time, date and place where the Board will meet to vote on the matter. At said  
23 meeting the member shall be afforded an opportunity to provide rebuttal argument prior  
24 to the vote being taken.  
25

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

## 30 **ARTICLE XII**

### 31 **DELEGATES TO CONFERENCE**

32  
33  
34 **Section 1. Delegates:** Voting delegates to an annual conference of the  
35 Association (and their alternates) shall be designated from among the Active members  
36 in good standing as follows:  
37

38 (a) The Chapter President.  
39

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

## 44 **Section 2. Election:**

45  
46 (a) Nominations for the authorized delegate positions, other than the  
47 President, shall be taken at the regular chapter meeting in February, and election shall  
48 be by secret ballot at the regular chapter meeting in March. Alternates in sufficient

1 numbers for each of the authorized delegates, to include an alternate for the President,  
2 shall also be elected.

3  
4 (b) Notification of nominations and election and all other procedural matters  
5 relating to delegate and alternate election shall conform to Association Policy 618 and  
6 shall be conducted under the supervision of the Elections Committee.

7  
8 (c) In the event a delegate cannot attend, the Executive Board shall  
9 determine which alternate shall replace the authorized delegate.

10  
11 **Section 3. Responsibilities:** Delegates shall attend all conference business  
12 and other sessions of importance to the chapter. In addition, the delegates shall:

13  
14 (a) Attend at least one orientation meeting at the regional or area level of the  
15 Association concerning the resolutions to the upcoming conference, as directed by the  
16 Executive Board.

17  
18 (b) Provide written and oral reports on conference activities to the chapter  
19 membership at the first chapter meeting following the conference.

20  
21 **Section 4. Delegate Expenses:** Chapter delegates shall receive a per diem  
22 of \$40.00 per day. This will cover days of travel and all days in attendance at  
23 conference events. Attendance each day during the business meeting is mandatory.  
24 The delegate shall reimburse the Chapter treasury for the per diem given for days that  
25 the delegate is absent from all conference events held that day.

26  
27  
28 **ARTICLE XIII**  
29 **CONTRACT RATIFICATION**

30  
31 **Section 1.** Contract ratification procedures will comply with the provisions of  
32 Association Policy 610.

33  
34 **Section 2. Initial Proposals:**

35  
36 (a) The initial bargaining proposal will be determined by a vote of the  
37 membership.

38  
39 (b) Copies of the chapter's initial proposal and the employer's initial proposal  
40 shall be submitted to the field director and labor relations representative for review.

41  
42 **Section 3. Negotiated Agreement:**

43  
44 (a) When the Negotiating Committee has negotiated a contract, tentative  
45 agreement, or modifications to an existing contract, it shall immediately submit one copy  
46 to the CSEA labor relations representative assigned to service the chapter, for review  
47 by the Association prior to membership ratification.

1 (1) All contract modifications shall be submitted to the labor relations  
2 representative for review by the Association. However, membership ratification shall  
3 not be required for those items listed as exceptions to the definition of "modifications"  
4 within the provisions of Association Policy 610, unless they are included as part of  
5 contract re-opener negotiations.  
6

7 **Section 4. Ratification Procedures:**  
8

9 (a) A copy of the tentative agreement or a summary of the tentative  
10 agreement, and a statement as to whether the Negotiating Committee is recommending  
11 ratification or rejection of the agreement, shall be provided each CSEA member of the  
12 bargaining unit(s) prior to the ratification meeting. If a summary only is provided, copies  
13 of the tentative agreement containing the exact language of the proposal shall be  
14 provided at the meeting.  
15

16 (b) The Chapter President shall set the date, time and place for the ratification  
17 meeting, which shall be open to attendance by all employees within the bargaining  
18 unit(s), whether or not they are CSEA members.  
19

20 (c) Notice of the ratification meeting shall be issued to all bargaining unit  
21 employees no later than five working days in advance of the scheduled date.  
22 Distribution of said meeting notice shall be at the discretion of the Chapter President,  
23 utilizing any of the following methods which s/he determines to be most efficient:  
24

- 25 (1) To individual bargaining unit employees utilizing the U.S.  
26 mail or the employer's mail system;
- 27 (2) Distribution by Site Representatives or others;
- 28 (3) Posting in prominent locations at each work site.  
29

30 Exception to the above: The Association's Executive Director, or designee, may  
31 approve a notice period of less than five working days upon request of the Chapter  
32 President, if it is determined that an immediate ratification meeting would be advisable.  
33

34 (d) **Conduct of Meeting and Vote:**  
35

36 (1) The Negotiating Committee shall review the provisions of the  
37 tentative agreement and indicate its recommendations for ratification or rejection and  
38 reasons therefore.  
39

40 (2) If the Association recommends rejection of the tentative agreement,  
41 an Association representative shall be in attendance at the ratification meeting and shall  
42 be provided ample opportunity to outline the recommendation for rejection and the  
43 reasons therefore.  
44

45 (3) Polls for voting shall not be opened until the period for discussion,  
46 debate, and answering of questions has begun. Non-CSEA members (including fair  
47 share service fee payers) of the bargaining unit(s) in attendance shall be granted the

1 right to participate in the discussion and debate. **They shall not, however, have the**  
2 **right to make motions or vote.**

3  
4 (4) The ratification vote shall be by secret ballot conducted at the  
5 ratification meeting under the supervision of the Elections Committee and in accordance  
6 with procedures required by Association Policy 610. Only Active CSEA members of the  
7 bargaining unit(s) who are in good standing and present at the ratification meeting shall  
8 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy  
9 votes shall not be permitted.

10  
11 (5) Ballots shall be tallied and results announced prior to close of the  
12 meeting. A majority vote shall ratify.

13  
14 **Section 5. Executed Agreement:** Every collective bargaining agreement  
15 shall be executed by both the Association and appropriate representatives of this  
16 chapter. No contract shall be valid which has not been ratified by the chapter  
17 membership.

18  
19  
20 **ARTICLE XIV**  
21 **CONCERTED ACTIVITIES**

22  
23 **Section 1.** No concerted withholding of service shall be instituted by this  
24 chapter unless such concerted action has been approved at a regular or special  
25 membership meeting, advance notice having been given, by secret ballot vote of not  
26 less than 65% of the Active members in good standing present and voting; and approval  
27 for such concerted activity has been granted by the Association's Board of Directors.

28  
29 **Section 2.** If the dispute relates to contract negotiations, no concerted  
30 withholding of service shall be instituted unless the last offer of the employer has been  
31 submitted to the chapter membership in accordance with Article XIII of this constitution  
32 and has been rejected, and the requirements of Section 1 above shall have been met.

33  
34  
35 **ARTICLE XV**  
36 **AMENDMENTS TO CONSTITUTION**

37  
38 **Section 1.** This Constitution shall at all times conform to all provisions of the  
39 Association Constitution & Bylaws and Policy, and where any conflict should occur, the  
40 Association Constitution & Bylaws and/or Policy shall prevail.

41  
42 **Section 2.** Any member in good standing of the chapter (or the Executive  
43 Board) may submit a written proposal to amend this constitution (containing the exact  
44 text of the proposed change) at any chapter meeting, which shall constitute a first  
45 reading. The Chapter President shall then cause the proposed amendment(s) to be  
46 placed on the agenda of the next regular or a special chapter meeting where the matter  
47 will be read a second time and acted upon, and shall cause written notification of the  
48 proposed amendment(s) and the date, time, and place of the designated chapter

1 meeting to be issued to all members in good standing at least ten days in advance of  
2 said meeting. Said notification shall include at least a written summary of the proposed  
3 changes. The exact text of the proposed changes shall be made available for review by  
4 members upon request prior to the second reading if not provided with said notification,  
5 and shall be distributed to all members in attendance at the second reading.  
6

7 **Section 3.** Approval by 2/3 of the Active members in good standing present  
8 and voting at the second reading shall be required to adopt the amendment(s). If the  
9 amendment relates to a revision of chapter dues, the vote shall be conducted by secret  
10 ballot.  
11

12 **Section 4.** All amendments shall be submitted to the Association's Executive  
13 Director immediately following their adoption by the chapter. **No amendment shall**  
14 **become operative until approved by the Executive Director, or designee, or action**  
15 **of the Association's Board of Directors in accordance with Article III, Section 8 of**  
16 **the Association's Constitution.**  
17

## 18 **ARTICLE XVI**

### 19 **DISBANDMENT OF CHAPTER**

20

21 **Section 1.** Should the chapter disband for any reason, all financial accounts  
22 shall be transferred to the control of the Association, and a final audit of the financial  
23 books and records of the chapter shall be made in conjunction with the Association's  
24 Financial Analyst/Auditor. Upon conclusion and certification of such audit, final  
25 distribution of funds shall be as follows:  
26

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

28  
29 (b) All funds due and owing the Association shall be promptly remitted to the  
30 Association's general fund.  
31

32 (c) Funds then remaining shall then be distributed for purposes as  
33 appropriate and authorized in accordance with provisions contained in Association  
34 Policy 612.  
35

## 36 **ARTICLE XVII**

### 37 **PARLIAMENTARY AUTHORITY**

38

39 The rules contained in the current edition of *Robert's Rules of Order, Newly*  
40 *Revised* shall govern the chapter in all cases in which they are not inconsistent with this  
41 constitution, the Constitution & Bylaws or Policy of the Association, and any special  
42 rules the chapter may adopt.  
43

## 44 **ARTICLE XVIII**

### 45 **FISCAL YEAR**

46

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