

**CONSTITUTION OF
San Diego Paraeducators Chapter No. 759, CSEA
Latest Revision June 11, 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 San Diego Paraeducators Chapter No. 759, CSEA.

Table of Contents

1		
2		
3		<u>Page</u>
4	Article I – Name and Objects	3
5	Article II – Membership	3
6	Article III – Dues and Assessments	6
7	Article IV – Officers & Executive Board/Election Procedures	8
8	Article V – Authority of Executive Board/Duties of Officers	9
9	Article VI – Meetings	13
10	Article VII – Control of Funds/Budget	14
11	Article VIII – Committees	14
12	Article IX – Job Stewards	17
13	Article X – Site Representatives	18
14	Article XI– Recall or Removal from Office	19
15	Article XII – Delegates to Conference	20
16	Article XIII – Contract Ratification	21
17	Article XIV – Concerted Activities	23
18	Article XV – Amendments to Constitution	23
19	Article XVI – Disbandment of Chapter	24
20	Article XVII – Parliamentary Authority	24
21	Article XVIII – Fiscal Year	24
22	Article XIX – Chapter Pre-Retirement Resource Person	24

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2
3
4
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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be San Diego Paraeducators Chapter No. 759 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
15 them as an "Active" member at the time the leave or placement on the reemployment
16 list occurred. Such dues shall be paid annually in advance, or for the number of
17 months of the approved leave if less than one year. Such members shall be eligible
18 to continue to receive such membership benefits as are generally made available to
19 the "Active" membership, unless specifically excluded by contract. They shall not,
20 however, be 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
26 be paid annually in advance or monthly in advance direct to the Chapter Treasurer.
27 Such members shall be entitled to continued full participation in Chapter affairs,
28 including the right to hold appointive or elective offices and the right to vote, with the
29 exception of the 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,
35 dating, and signing of an official CSEA application form as provided by the
36 Association, and execution of a valid authorization for payroll deduction of dues or
37 payment of at least one year's dues in advance. The application shall be promptly
38 countersigned by the Chapter Treasurer who shall immediately forward the approved
39 application, together with advance dues received if any, to the Association, and submit
40 payroll deduction 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
45 upon receipt of the required dues for the current month. For purposes of establishing
46 voting rights and eligibility to hold an elected or appointed office, "Active" members
47 whose dues are paid via payroll deduction shall not be deemed to be "in good

1 standing" until the first of the month following the month in which the first dues are
2 deducted, unless 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
12 to 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
16 "Inactive" 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
20 advance 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,
26 unless the member is eligible to continue and elects to retain "Active" status as
27 permitted 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
36 the dues required of "Active" members of the Chapter (less any local Chapter fees
37 unless collection of local Chapter fees has been approved by the Association) subject
38 to annual requests for advance refunds of the portion of fair share service fees that
39 CSEA determines will be used for purposes not related to collective bargaining, in
40 accordance with the policies of the Association.

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

46
47

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
3 following membership application for new members after September. Such annual
4 payments shall be as calculated by the Association's Accounting Office in accordance
5 with the 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),
11 but 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,
17 or 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
21 following membership application for new members after September. Such annual
22 payments shall be as calculated by the Association's Accounting Office in accordance
23 with the Association's Bylaws.

24
25 **Section 2. Chapter Dues.** Local Chapter dues for "Active" members of this
26 Chapter shall be \$15.00 per year, payable by payroll deduction during each of the
27 months September through June in which the member is in regular paid status; or
28 payable annually in advance to the Chapter Treasurer.

29
30 **Section 3.** The local Chapter dues plus the Association per capita dues
31 equals 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
37 the 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.

1 (e) Notices of the time, date, and place for nominations and balloting, and
2 all other procedural matters relating to conducting these elections, shall be in
3 accordance with provisions of Association Policy 618.
4

5 (f) All candidates shall be provided an opportunity to address the members
6 present at the election meeting prior to the balloting, and they or their designated
7 representative shall be accorded the right to observe the ballot tally process.
8

9 (g) All ballots, including used, unused, invalid and challenged ballots, tally
10 sheets and related election documents, including notices of nomination and election
11 procedures, shall be retained by the Chapter Secretary for one year, or until any and
12 all challenges to the election or charges of misconduct in the running of the election
13 have been resolved, whichever is the longer period.
14

15 **Section 5. Terms of Office:** Elected officers shall take office and assume
16 their duties on the January 1 following their election and shall continue to serve for _
17 two years or until their successors are elected, provided that any officer shall
18 automatically forfeit such office if they cease to be an "Active" member in good
19 standing.
20

21 **Section 6. Vacancies:**
22

23 (a) A vacancy in the office of President shall be filled by the Vice President.
24

25 (b) For vacancies in any other elected office, the Executive Board shall
26 submit its recommendation to fill the office in writing to the Chapter membership at
27 least five (5) working days in advance of a designated Chapter meeting. Nominations
28 from the Floor shall also be accepted at said meeting. If there are no nominations
29 from the Floor, the Executive Board's candidate shall be declared elected. If
30 nominations from the Floor are made, a secret ballot election shall be conducted
31 among the "Active" members in good standing present.
32
33

34 **ARTICLE V**
35 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**
36

37 **Section 1. Executive Board:** The Executive Board shall have general
38 supervision of the affairs of the Chapter between the general membership meetings.
39 It shall transact the routine business of the Chapter as authorized and required
40 herein, prioritize and determine recommendations on matters requiring discussion
41 and action by the general membership, and perform such other duties as are
42 specified in this Constitution. The Board shall be subject to the orders of the Chapter
43 membership, and none of its actions shall conflict with actions taken by the Chapter
44 membership.
45

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

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

7
8 The Executive Board shall meet at the call of the President or at such times and
9 places designated by it; the President shall call a special meeting upon the written
10 request of a majority of the Board.

11
12 A majority of the members of the Executive Board shall constitute a quorum.

13
14 **Section 2. Duties of Officers, General:** Upon separation from office, an
15 officer shall immediately turn over to his/her successor or other properly designated
16 CSEA official all books, records, money and other effects of the Chapter in his/her
17 possession.

18
19 **Section 3. President:** The President shall:

20
21 (a) Be Chairperson of the Executive Board, call and preside over all
22 meetings of the Chapter and Executive Board at which s/he is in attendance.

23
24 (b) Fix the time and place of meetings except as otherwise directed by the
25 membership.

26
27 (c) Set the agenda for Chapter meetings, as noted in Article VI.

28
29 (d) Appoint and direct the activities of the various committees, standing or
30 special, required by this Constitution or established by the Executive Board, or as may
31 be ordered by vote of the membership, except as otherwise provided herein.

32
33 (e) Attend all Regional Presidents' Meetings and such other meetings as
34 required by the Association or direction of the Chapter, and report back to the
35 Executive Board and Chapter membership at the next Chapter meeting, with
36 recommendations for Chapter action or as otherwise required.

37
38 (f) Perform such other duties as normally pertain to the office of President
39 or ordered by this Constitution.

40
41 **Section 4. 1st Vice President:** The 1st Vice President shall:

42
43 (a) In the absence or disability of the President, possess all of the powers
44 and perform all of the duties in his/her stead.

45
46 (b) At all times assist the President in the performance of his/her duties.
47

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

2
3 (d) Coordinate the activities of the Standing Committees.

4 (e) Serve as Co-Chairperson of the Grievance Committee.

5
6 (f) Perform such other duties as may be assigned by the President or
7 ordered by this Constitution.

8
9 **Section 5. 2nd Vice President:** The 2nd Vice President shall:

10
11 (a) Serve as Chairperson of the Membership Committee.

12
13 (b) Coordinate and direct the activities of the Site Representatives.

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

18
19 (d) In the absence or disability of the President and 1st Vice President,
20 possess all of the powers and perform all of the duties in their stead.

21
22 (d) Perform such other duties as may be assigned by the President or
23 ordered by this Constitution.

24
25 **Section 6. Secretary:** The Secretary shall:

26
27 (a) Keep an accurate record of all proceedings of Chapter and Executive
28 Board meetings, including an accurate roll of members and officers in attendance at
29 each.

30
31 (b) Keep an accurate roster of the officers of the Chapter and see that such
32 information is forwarded to the Association as required.

33
34 (c) Issue notices of all meetings of the Executive Board and Chapter
35 meetings, which shall include notice of matters for discussion at same.

36
37 (d) Notify members of all committees of their appointment/election.

38
39 (e) Have custody of all correspondence, official documents and historical
40 records of the Chapter, which shall be open at all times for the inspection of the
41 President or his/her agent and members of the Executive Board.

42
43 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
44 Association and the Constitution of this Chapter and see that copies of same are
45 available for reference at all Executive Board and Chapter meetings, and available for
46 inspection by the general membership upon request.

47

1 (g) Perform such other duties as normally pertain to the office of Secretary or
2 as may be directed by the President or required by this Constitution.
3

4 **Section 7. Treasurer:** The Treasurer shall:
5

6 (a) Receive all funds of the Chapter and keep and disburse same under the
7 direction of the President and as required by the Constitution & Bylaws of the
8 Association and this Chapter.
9

10 (b) Keep or cause to be kept regular books and full accounts which shall be
11 open at all times to inspection of the President or his/her agent and an adhoc Auditing
12 Committee or independent auditor.
13

14 (c) Provide access to all records, vouchers and statements to an adhoc
15 Auditing Committee or independent auditor for annual inspection at the close of each
16 fiscal year.
17

18 (d) Report at each meeting of the Chapter as to the financial condition of the
19 treasury with a detailed statement of receipts and expenditures and accounts payable,
20 to include per capita dues/fees paid and owed to the Association if any.
21

22 (e) Prepare the annual PERB financial report to include the last day of the
23 fiscal year, and immediately submit same to the President for review and forwarding
24 to PERB, the Association, and the membership.
25

26 (f) Promptly process and forward membership applications and dues
27 payments to Association Headquarters and payroll deduction authorizations to proper
28 district office for processing.
29

30 (g) Maintain an accurate record of members in good standing, and prepare
31 such monthly reports and remittances as may be required by the Association and
32 promptly forward to Association Headquarters within thirty days of request.
33

34 (h) Assist in preparation of the Chapter budget, and perform such other
35 duties as may be directed by the President.
36

37 (i) Upon leaving office, sign such bank signature cards or other documents
38 necessary for the transfer of all Chapter accounts to the new Treasurer.
39

40 **Section 8. Public Relations Officer:** It shall be the duty of the Public
41 Relations Officer to edit and distribute a newsletter or similar publication as may be
42 authorized by the Executive Board and the Chapter membership, to write articles of
43 interest pertaining to Chapter affairs for local newspapers and official publications of
44 the Association and perform such other public relations activities as directed by the
45 President.
46

- 1 (8) New Business
- 2 (9) Good of the Order
- 3 (10) Adjournment

4 **Section 5. Quorum for Meetings:** It shall require at least twenty (20) _
5 members in good standing, two of which must be Executive Board members, in
6 attendance at any Chapter meeting for business to be conducted.

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9 **ARTICLE VII**
10 **CONTROL OF FUNDS / BUDGET**

11
12 **Section 1.** All funds received shall be deposited in the name of San Diego
13 Paraeducators Chapter No. 759, CSEA, in such bank or other financial institution as
14 approved by the Executive Board. No funds shall be disbursed except by check, duly
15 authorized and signed by the Treasurer and the President. In the event of absence of,
16 inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed
17 upon signature of the President and one of the following: 1st Vice President,
18 Secretary.

19
20 **Section 2.** The Executive Board shall prepare an annual budget for approval
21 of the Chapter membership no later than January of each year, which shall contain
22 itemized estimated receipts and expenditures, and amounts to be set aside as a
23 reserve fund, if any. The approved budget shall then regulate the expenditures of the
24 Chapter, except that the Treasurer shall submit any single expenditure in excess of
25 \$100 to the Executive Board for prior approval. Any expenditures in excess of those
26 approved in the budget must have prior approval of the Chapter membership.

27 dkj

28
29 **ARTICLE VIII**
30 **COMMITTEES**

31
32 **Section 1. Standing Committees:** The following shall be the standing
33 committees of the Chapter: Contract Advisory, Elections, Grievance, Membership,
34 Negotiating, Political Action. Unless otherwise specified herein, the President shall,
35 as soon as possible after January 1 of each year, appoint the chairpersons and
36 members of the standing committees, which appointment shall be subject to the
37 ratification of the Executive Board. The President shall determine the number of
38 members to be appointed to each, except as otherwise provided herein.

39
40 **Section 2. Ad Hoc Committees:** Such other committees as the President or
41 the Chapter membership may deem necessary to perform a specified task for the
42 welfare of the Chapter may be appointed. The Executive Board shall determine the
43 composition of such committees and the timelines for completion of their assigned
44 duties. Such Ad Hoc committees shall cease to function upon completion of their
45 specified task.

1 **Section 3.** The 1st Vice President shall act as coordinator of all appointed
2 committees. The 1st Vice President and Chief Job Steward shall be Co-
3 Chairpersons of the Grievance Committee. The 2nd Vice President shall be
4 Chairperson of the Membership Committee.

5
6 **Section 4.** The President shall be, ex-officio, a member of all committees,
7 except the Auditing and Elections Committees.

8
9 **Section 5. Quorum:** A majority of the members of any committee must be
10 present at any meeting to constitute a quorum.

11
12 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
13 committees shall be from January 1 until the end of the Chapter and fiscal year or until
14 their successors are appointed, provided that any committee member shall
15 automatically forfeit the office if they cease to be an "Active" member in good standing.

16
17 **Section 7. Negotiating Committee:**

18
19 (a) The Negotiating Committee shall consist of the Chapter President plus
20 a maximum of fifteen (15) members representing the membership at large.

21
22 (b) The committee members shall be appointed by the President from
23 among the volunteer members in good standing, and ratified by the Executive Board.

24
25 (c) Term of office for the appointed members shall commence upon their
26 appointment and continue for three (3) years or until their successors are appointed.

27
28 (d) Vacancies shall be filled by appointment by the President for the
29 remainder of the original term only.

30
31 (e) **Duties:** It shall be the duty of the Negotiating Committee to research
32 issues and prepare and submit initial bargaining proposals (including proposals on
33 reopeners) for review and approval of members in good standing of the bargaining
34 unit(s) prior to commencement of negotiations; to keep the Executive Board and the
35 membership informed on the progress of negotiations and solicit membership input
36 where advisable; to provide advice and special expertise to the Negotiating Team
37 concerning issues on the bargaining table; and to ensure that all bargained
38 agreements are submitted for ratification of the bargaining unit(s) in accordance with
39 Article XII of this Constitution.

40
41 (f) **Negotiating Team:** The Negotiating Committee shall establish its own
42 internal process for designating from among themselves a "negotiating team" to meet
43 with employer representatives at the bargaining table. The Chapter President shall
44 be a team member.

45
46 (1) **Duties:** The Negotiating Team shall negotiate the contract
47 (including reopeners and modifications) for and on behalf of the Chapter with

1 assistance from Association field staff. It shall keep the remaining members of the
2 Negotiating Committee informed at all times as to the progress of negotiations, and
3 shall solicit recommendations and assistance from the committee where special
4 expertise and/or membership input may be needed relating to topics under
5 discussion.

6 **Section 8. Contract Advisory Committee:** The Negotiating Team shall serve
7 as the Contract Advisory Committee. Term shall be for the length of the present
8 contract. *insert duty statement*
9

10 **Section 9. Elections Committee:** It shall be the duty of this committee to
11 supervise and assist in the preparation, distribution, and counting of the ballots in **all**
12 elections (including contract ratifications) within the Chapter, and certify the results to
13 the Chapter President. In addition, the committee shall ensure that election
14 procedures are in accordance with applicable provisions of the Association's
15 Constitution & Bylaws and Policy, and this Constitution.
16

17 **Section 10. Grievance Committee:**

18
19 (a) It shall be the duty of the Grievance Committee to supervise and assist
20 the operation of the Chapter's Job Steward program.
21

22 (b) The committee shall be empowered to and may review proposed
23 settlements of grievances undertaken by individual members of the bargaining unit
24 (i.e., without representation of a Job Steward or CSEA staff) to ensure they are
25 resolved consistent with provisions of the collective bargaining agreement.
26

27 (c) The committee shall review all grievances being considered for
28 arbitration and recommend to the Executive Board whether each particular case
29 should be arbitrated.
30

31 **Section 11. Membership Committee:** It shall be the duty of this committee to
32 strive for 100% CSEA membership within the represented bargaining unit(s), and to
33 prepare and execute a program designed to secure new members and stimulate
34 membership attendance at Chapter meetings on an ongoing basis.
35

36 **Section 12. Political Action Committee:** It shall be the duty of this committee
37 to:
38

39 (a) Develop and implement a Chapter Alert system designed for emergency
40 contact of the membership when immediate Chapter action is necessary on contract
41 matters, legislative and political issues, and other items of importance to the
42 Association and Chapter.
43

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

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

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

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

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

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

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

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

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

38
39 **Section 1. Appointment:** The Chapter President will appoint a Chief Job
40 Steward from stewards who have completed the advanced job steward training. The
41 appointment shall be subject to the ratification of the Chapter membership. The
42 Chapter President will appoint Job Stewards in sufficient numbers to serve the needs
43 of the membership, subject to the ratification of the Executive Board. Job Stewards
44 become "active" stewards upon completion of basic steward training. The President
45 shall determine the number of stewards to be appointed for each area of
46 representation.

1 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the
2 their appointment to the end of the Chapter and fiscal year, or until their successors
3 are appointed, provided that any Job Steward shall automatically forfeit such office if
4 they cease to be an "Active" member in good standing employed or become inactive
5 according to the standing rules of the Grievance Committee. Vacancies shall be filled
6 by appointment of the President, ratified by the Executive Board, from among the
7 qualified members in good standing, for the remainder of the original term only.
8

9 **Section 3. Duties.**

10 (a) **Chief Job Steward:** The Chief Job Steward shall:

11 (1) Ensure that the Job Steward program of the Chapter functions
12 according to the requirements set forth in this Constitution, and maintain the
13 necessary records on matters of contract enforcement to permit the Chapter to
14 effectively represent bargaining unit employees.
15

16 (2) Serve as Co-Chairperson, with the 1st Vice President, of the
17 Grievance Committee and keep the Executive Board informed on all grievance activity.
18

19 (b) **Job Steward(s):** The Job Steward(s) shall:

20 (1) Attend appropriate training as directed by the President.
21

22 (2) Educate bargaining unit employees about their rights under the
23 contract and determine how problems arising under the contract can best be handled.
24

25 (3) Investigate and prepare grievances for processing.
26

27 (4) Inform the Chief Job Steward of all grievances prepared. Report
28 to the Chief Job Steward the settlement of grievances processed or the failure to
29 settle within contractual timelines.
30

31 (5) **Preserve the confidentiality** of personal grievances, and resolve
32 differences among the membership in grievance handling. Maintain a file on all
33 grievances handled which shall be turned over to the Chief Job Steward upon
34 completion.
35

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40 **ARTICLE X**
41 **SITE REPRESENTATIVES**
42

43 **Section 1.** The President shall seek volunteers to appoint as Site
44 Representatives to serve each work site. Such appointments shall be ratified by the
45 Executive Board.
46

47 **Section 2.** Site Representative duties shall be to:

1
2 (a) Recruit employees into CSEA membership and educate employees
3 about CSEA.

4
5 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at
6 the work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

7
8 (c) May conduct periodic site-level meetings to keep the members informed
9 of actions taken at Chapter meetings, to explain CSEA benefit plans and services, and
10 to keep members informed of Association and/or Chapter activity regarding
11 grievances, PERB decisions, contract negotiations, legislative and political activity,
12 and other matters of importance.

13
14 (d) Relay member concerns to the appropriate Job Steward or other
15 Chapter officer.

16
17 (e) Should attend Chapter meetings; attend training workshops and other
18 seminars.

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21 **ARTICLE XI**
22 **RECALL OR REMOVAL FROM OFFICE**

23
24 **Section 1. Recall of Elected Offices**

25
26 (a) Any member of the Executive Board, Conference delegates and
27 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of
28 "Active" members of the Chapter in good standing present and voting at a meeting
29 called for the purpose of a recall action.

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

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

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

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

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

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13 **ARTICLE XIII**
14 **CONTRACT RATIFICATION**

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

18
19 **Section 2. Initial Proposals:**

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

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

27
28 **Section 3. Negotiated Agreement:**

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

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

40
41 **Section 4. Ratification Procedures:**

42
43 (a) A copy of the Tentative Agreement or a summary of the Tentative
44 Agreement, and a statement as to whether the Negotiating Committee is
45 recommending ratification or rejection of the Agreement, shall be provided each CSEA
46 member of the bargaining unit(s) prior to the ratification meeting. If a summary only is

1 provided, copies of the Tentative Agreement containing the exact language of the
2 proposal shall be provided at the meeting.
3

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

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

- 12 (1) To individual bargaining unit employees utilizing the district mail
13 system;
- 14 (2) Distribution by Site Representatives or others;
- 15 (3) Posting in prominent locations at each work site.
16

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

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

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

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

33 (3) Polls for voting shall not be opened until the period for discussion,
34 debate, and answering of questions has begun. Non-CSEA members (including fair
35 share service fee payers) of the bargaining unit(s) in attendance shall be granted the
36 right to participate in the discussion and debate. **They shall not, however, have the
37 right to make motions or vote.**
38

39 (4) The ratification vote shall be by secret ballot conducted at the
40 ratification meeting under the supervision of the Elections Committee and in
41 accordance with procedures required by Association Policy 610. Only "Active" CSEA
42 members of the bargaining unit(s) who are in good standing and present at the
43 ratification meeting shall be entitled to vote on the ratification or rejection of the
44 agreement. Absentee or proxy votes shall not be permitted.
45

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

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

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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**

1 of the Association's Board of Directors in accordance with Article III, Section 8 of
2 the Association's Constitution.

3 **ARTICLE XVI**
4 **DISBANDMENT OF CHAPTER**

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

11
12 (a) All outstanding obligations of the Chapter shall be promptly paid.

13
14 (b) All funds due and owing the Association shall be promptly remitted to the
15 Association's general fund.

16
17 (c) Funds then remaining shall then be distributed for purposes as
18 appropriate and authorized in accordance with provisions contained in Association
19 Policy 612.

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22 **ARTICLE XVII**
23 **PARLIAMENTARY AUTHORITY**

24
25 The rules contained in the current edition of *Robert's Rules of Order, Newly*
26 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with
27 this Constitution, the Constitution & Bylaws or Policy of the Association, and any
28 special rules the Chapter may adopt.

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31 **ARTICLE XVIII**
32 **FISCAL YEAR**

33
34 The fiscal year of this Chapter shall extend from January 1 through December
35 31, inclusive.

36
37 **ARTICLE XIX**
38 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**

39
40 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed
41 by the President and ratified by the Executive Board.

42
43 **Section 2.** His/her duties shall be to:

44
45 (a) Direct chapter members to the right sources so they receive the best
46 retirement information available.

47

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