

**CONSTITUTION OF
San Diego OTBS Chapter No. 788, CSEA
Adopted February 25, 1993
Latest Revision June 23, 2005**

This Constitution is the local operating document for this Chapter as formulated under Article III, Section 8 of the Association Constitution.

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "chapter" are interchangeable and mean San Diego OTBS Chapter No. 788, CSEA.

APPROVED

California School Employees Association

Date: August 29, 2005

By: *Denise K. Jensen*, Executive Manager

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	7
8	Article V – Authority of Executive Board/Duties of Officers	9
9	Article VI – Meetings	15
10	Article VII – Control of Funds/Budget	16
11	Article VIII – Committees	16
12	Article IX – Job Stewards	20
13	Article X – Site Representatives	21
14	Article XI– Recall or Removal from Office	23
15	Article XII – Delegates to Conference	23
16	Article XIII – Contract Ratification	24
17	Article XIV – Concerted Activities	25
18	Article XV – Amendments to Constitution	26
19	Article XVI – Disbandment of Chapter	26
20	Article XVII – Parliamentary Authority	27
21	Article XVIII – Fiscal Year	27
22	Article XIX – Chapter Pre-Retirement Resource Person	27
23	Article XX - Chapter Sergeant-at-Arms	28

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

**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be San Diego OTBS Chapter No. 788 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.

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

**ARTICLE II
MEMBERSHIP**

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

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

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

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

(3) Nothing herein shall be construed to **require** continued "Active" status of members under paragraphs (1) and (2) above for the purpose of continued CSEA representation regarding their employment/reemployment rights. However, retention of "Active" status **shall be required** for such employees to continue to be

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

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

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

21
22 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
23 time of retirement may become a Lifetime Retired member of this Chapter upon
24 payment of a one-time fee of \$25.00. Such members shall be permitted to
25 attend Chapter meetings and social functions and to receive the Chapter
26 newsletter as long as they live in the local area. They shall not otherwise be
27 accorded voice, vote or other participation in Chapter affairs.

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

37
38 Should such member cease to be a Retired Member in good standing of the
39 Association, his/her Chapter membership shall automatically terminate.

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

1 **Section 3. Membership "In Good Standing"**
2

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

10 (b) Membership shall terminate with:

11 (1) The effective date of layoff for members who are laid off and who
12 choose not to continue in either an "Active" or "Inactive" status under provisions of
13 Sections 1(a)(1) or 1(b) above.
14

15 (2) The effective date of an unpaid leave of absence or placement on
16 a reemployment list for reasons other than layoff, for such members who choose not to
17 continue in an "Inactive" status under provisions of Section 1(b) above.
18

19 (3) The date of termination of their 39-month reemployment rights or
20 approved leave of absence for members who have continued in an "Active" or "Inactive"
21 status, if such members have not been returned to active employment.
22

23 (4) The date of execution of a document terminating payroll deduction
24 of dues, unless arrangements have been made with the Chapter Treasurer for advance
25 cash payment.
26

27 (5) The effective date of removal from the bargaining unit, or voluntary
28 termination of employment.
29

30 (6) The effective date of involuntary termination of employment, unless
31 the member is eligible to continue and elects to retain "Active" status as permitted
32 under provisions of Section 1(a)(2) above.
33

34 (7) Actions pursuant to Sections 5 or 6 below.
35
36

37 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay
38 either dues or fair share service fees to CSEA pursuant to organizational security
39 provisions in the collective bargaining agreement and who choose not to be "Active"
40 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service
41 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the
42 dues required of "Active" members of the Chapter (less any local Chapter fees unless
43 collection of local Chapter fees has been approved by the Association) subject to
44 annual requests for advance refunds of the portion of fair share service fees that CSEA
45 determines will be used for purposes not related to collective bargaining, in accordance
46 with the policies of the Association.
47

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

5
6 **Section 5. Delinquency & Resignation:**

7
8 (a) Members who no longer wish to retain that status may resign CSEA
9 membership by written notification to the Chapter Treasurer. They shall become "Fair
10 Share Service Fee Payers" subject to the same fair share service fees and rights,
11 benefits and burdens as provided under Section 4 of this Article.

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

21
22 (c) Members who have resigned shall, upon reapplication, be admitted as
23 new members.

24
25 **Section 6. Expulsion, Suspension, Discipline:**

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

31
32 (b) All matters for proposed disciplinary action against members shall be
33 referred to the Association for action, except that members may be recalled from office
34 in accordance with provisions of Article XI of this Constitution.

35
36
37 **ARTICLE III**
38 **DUES and ASSESSMENTS**

39
40 **Section 1. Association Per Capita Dues**

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

1 (1) Payroll deduction shall commence in September of each year and
2 continue through the following August for each month the member is in a paid status, or
3 until the maximum of \$367.50 has been deducted, whichever comes first.
4

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

10
11 **Section 2. Chapter Dues.** Local Chapter dues for "Active" members of this
12 Chapter shall be \$20.00 per year, payable by payroll deduction during each of the
13 months September through June in which the member is in regular paid status; or
14 payable annually in advance to the Chapter Treasurer.
15

16 **Section 3.** The local Chapter dues plus the Association per capita dues equals
17 the member's total dues requirement.
18

19 **Section 4. Assessments:** No assessments shall be levied in this Chapter
20 other than those approved by three-fourths (3/4) of the Chapter membership present
21 and voting on the question by secret ballot, provided that each member has been
22 notified in writing at least ten (10) days in advance of the nature of the proposal and the
23 time, date and place where the matter will be voted on.
24

25 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the
26 Chapter without authorization of the Executive Board. All funds collected (together with
27 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)
28 working days of receipt, for deposit in the Chapter's account.
29

30
31 **ARTICLE IV**
32 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**
33

34 **Section 1. Officers:** The following officers shall be elected by and from
35 among the total "Active" membership of the Chapter, regardless of the location of their
36 employment: President, 1st Vice President, 2nd Vice President, 3rd Vice President,
37 Secretary, Treasurer, Political Action Officer, Public Relations Officer, Chief Job
38 Steward, Parliamentarian.
39

40 **Section 2. Executive Board:** The elected officers designated in Section 1,
41 plus the Immediate Past President, shall constitute the Executive Board of this Chapter.
42

43 In the event of a vacancy in the position of Immediate Past President, the next
44 preceding past president, in descending order, who is willing and able to serve in this
45 capacity shall be the Past President. To be eligible, the Past President must have
46 completed a least one full term as Chapter President.
47

1 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
2 the "Active" members in good standing of the Chapter who have maintained such
3 membership continuously for a period of six (6) consecutive calendar months
4 immediately preceding the month in which they are nominated. (This section shall not
5 apply to the initial election of officers.)
6

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

11 **Section 4. Nominating and Election Procedures:**
12

13 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted
14 in the odd-numbered years.
15

16 (b) Nominations for these offices shall be accepted from the Floor at the
17 October and November Chapter meetings.
18

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

24 (d) When there is more than one nominee for an office, an election shall be
25 conducted at the December Chapter meeting by secret ballot vote of "Active" members
26 in good standing present at said meeting. It shall require a plurality vote to elect any
27 officer. (Plurality means that the candidate receiving the highest number of votes wins.)
28 Write-in votes shall not be accepted. If a tie exists, the election shall be determined by
29 lot (draw) between the tied candidates.
30

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

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

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

45 **Section 5. Terms of Office:** Elected officers shall take office and assume
46 their duties on the January 1 following their election and shall continue to serve for
47 two years or until their successors are elected, provided that any officer shall

1 automatically forfeit such office if they cease to be an "Active" member in good
2 standing.

3
4 **Section 6. Vacancies:**

5
6 (a) A vacancy in the office of President shall be filled by the 1st Vice
7 President.

8
9 (b) A vacancy in the office of 1st Vice President shall be filled by the
10 2nd Vice President.

11
12 (c) A vacancy in the office of 2nd Vice President shall be filled by the
13 3rd Vice President.

14
15 (d) For vacancies in any other elected office, the Executive Board shall
16 submit its recommendation to fill the office in writing to the Chapter membership at least
17 five (5) working days in advance of a designated Chapter meeting. Nominations from
18 the Floor shall also be accepted at said meeting. If there are no nominations from the
19 Floor, the Executive Board's candidate shall be declared elected. If nominations from
20 the Floor are made, a secret ballot election shall be conducted among the "Active"
21 members in good standing present.

22
23 **Section 7. Special Rules for Executive Board Restructure (May/June 2005):**

24
25 For the purpose of the Executive Board restructure occurring in May/June 2005,
26 the Unit Vice Presidents that were elected and took office on January 1, 2005, shall
27 serve their full two-year terms of office ending December 31, 2006. Duties will be
28 assigned to each current Unit Vice President by the Chapter President. The new
29 Executive Board offices of Chief Job Steward and Parliamentarian will be open for
30 nomination and election in the fall of 2005. The new Executive Board offices of 2nd
31 Vice President and 3rd Vice President will be open for nomination and election in the
32 fall of 2006.

33
34
35 **ARTICLE V**
36 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

37
38 **Section 1. Executive Board:** The Executive Board shall have general
39 supervision of the affairs of the Chapter between the general membership meetings. It
40 shall transact the routine business of the Chapter as authorized and required herein,
41 prioritize and determine recommendations on matters requiring discussion and action
42 by the general membership, and perform such other duties as are specified in this
43 Constitution. The Board shall be subject to the orders of the Chapter membership, and
44 none of its actions shall conflict with actions taken by the Chapter 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 to
3 membership ratification if appropriate.
4

5 Minutes of Chapter and Executive Board meetings shall be kept on file for at
6 least five (5) years. Chapter financial records shall be kept on file for at least five (5)
7 years.
8

9 The Executive Board shall meet at the call of the President or at such times and
10 places designated by it; the President shall call a special meeting upon the written
11 request of a majority of the Board.
12

13 A majority of the members of the Executive Board shall constitute a quorum.
14

15 **Section 2. Duties of Officers, General:** Upon separation from office, an
16 officer shall immediately turn over to his/her successor or other properly designated
17 CSEA official all books, records, money and other effects of the Chapter in his/her
18 possession.
19

20 Executive Board members are required to attend all Chapter Executive Board
21 and membership meetings unless they are excused by the President for reasons of
22 personal emergency or illness.
23

24 **Section 3. President:** The President shall:
25

26 (a) Be Chairperson of the Executive Board, call and preside over all meetings
27 of the Chapter and Executive Board at which s/he is in attendance.
28

29 (b) Fix the time and place of meetings except as otherwise directed by the
30 membership.
31

32 (c) Set the agenda for Chapter meetings, as noted in Article VI.
33

34 (d) Appoint and direct the activities of the various committees, standing or
35 special, required by this Constitution or established by the Executive Board, or as may
36 be ordered by vote of the membership, except as otherwise provided herein.
37

38 (e) Attend all Regional Presidents' Meetings and such other meetings as
39 required by the Association or direction of the Chapter, and report back to the Executive
40 Board and Chapter membership at the next Chapter meeting, with recommendations
41 for Chapter action or as otherwise required.
42

43 (f) Perform such other duties as normally pertain to the office of President or
44 ordered by this Constitution.
45
46
47

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

2
3 (a) In the absence or disability of the President, possess all of the powers and
4 perform all of the duties in his/her stead.

5
6 (b) At all times assist the President in the performance of his/her duties.

7
8 (c) Assume the office of President if a vacancy occurs.

9
10 (d) Jointly compile a report on the activities and achievements of the Chapter
11 and forward a copy of same to each member in January.

12
13 (e) Coordinate and direct the activities of the Site Representative
14 Coordinator.

15
16 (f) In coordination with the Site Representative Coordinator, call and conduct
17 periodic meetings of the Site Representatives to ensure an appropriate level of
18 communication within the program.

19
20 (g) Coordinate the activities of the Standing Committees.

21
22 (h) Be responsible for the Professional Tuition Reimbursement Program, and
23 working with the Chapter Treasurer, shall ensure that all procedures are followed
24 properly and all applications are processed in a timely manner.

25
26 (i) Perform such other duties as may be assigned by the President or
27 ordered by this Constitution.

28
29 **Section 5. 2nd Vice President:** The 2nd Vice President shall:

30
31 (a) At all times assist the President/1st Vice President in the performance of
32 their duties as requested.

33
34 (b) Serve as Chairperson of the Membership Committee and conduct
35 membership recruitment activities as directed by the Executive Board.

36
37 (c) Receive and collect all membership applications and/or annual dues
38 payments, and shall work with the Chapter Treasurer to ensure that all rules and
39 processing requirements are followed in a timely manner.

40
41 (d) Perform such other duties as may be assigned by the Executive Board or
42 by direction of the Chapter.

43
44 **Section 6. 3rd Vice President:** The 3rd Vice President shall:

45
46 (a) At all times assist the President/1st Vice President/2nd Vice President in
47 the performance of their duties as requested.

1
2 (b) Serve as Chairperson of the Hospitality Committee and coordinate
3 activities as directed by the Executive Board, ensuring that all Chapter hospitality needs
4 are met.

5
6 (c) Perform such other duties as may be assigned by the Executive Board or
7 by direction of the Chapter.

8
9 **Section 7. Secretary:** The Secretary shall:

10
11 (a) Keep an accurate record of all proceedings of Chapter and Executive
12 Board meetings, including an accurate roll of members and officers in attendance at
13 each.

14
15 (b) Keep an accurate roster of the officers of the Chapter and see that such
16 information is forwarded to the Association as required.

17
18 (c) Issue notices of all meetings of the Executive Board and Chapter
19 meetings, which shall include notice of matters for discussion at same.

20
21 (d) Notify members of all committees of their appointment/election.

22
23 (e) Have custody of all correspondence, official documents and historical
24 records of the Chapter, which shall be open at all times for the inspection of the
25 President or his/her agent and members of the Executive Board.

26
27 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
28 Association and the Constitution of this Chapter and see that copies of same are
29 available for reference at all Executive Board and Chapter meetings, and available for
30 inspection by the general membership upon request.

31
32 (g) Perform such other duties as normally pertain to the office of Secretary or
33 as may be directed by the President or required by this Constitution.

34
35 **Section 8. Treasurer:** The Treasurer shall:

36
37 (a) Receive all funds of the Chapter and keep and disburse same under the
38 direction of the President and as required by the Constitution & Bylaws of the
39 Association and this Chapter.

40
41 (b) Keep or cause to be kept regular books and full accounts which shall be
42 open at all times to inspection of the President or his/her agent and the Auditing
43 Committee.

44
45 (c) Provide access to all records, vouchers and statements to the Auditing
46 Committee for annual inspection at the close of each fiscal year.

1 (d) Report at each meeting of the Chapter as to the financial condition of the
2 treasury with a detailed statement of receipts and expenditures and accounts payable,
3 to include per capita dues/fees paid and owed to the Association if any.
4

5 (e) Prepare the annual PERB financial report to include the last day of the
6 fiscal year, and immediately submit same to the President for review and forwarding to
7 PERB, the Association, and the membership.
8

9 (f) Promptly process and forward membership applications and dues
10 payments to Association Headquarters and payroll deduction authorizations to proper
11 district office for processing.
12

13 (g) Maintain an accurate record of members in good standing, and prepare
14 such monthly reports and remittances as may be required by the Association and
15 promptly forward to Association Headquarters within thirty days of request.
16

17 (h) Assist in preparation of the Chapter budget, and perform such other
18 duties as may be directed by the President.
19

20 (i) Upon leaving office, sign such bank signature cards or other documents
21 necessary for the transfer of all Chapter accounts to the new Treasurer.
22

23 **Section 9. Political Action Officer:** The Political Action Officer shall:
24

25 (a) Be Chairperson of the Legislative/Political Action Committee, and ensure
26 its activities are carried out in accordance with Association policy.
27

28 (b) Attend CSEA sponsored political action training workshops as may be
29 authorized by the President or as directed by the Chapter.
30

31 (c) Work cooperatively with the CSEA Political Action Coordinator and
32 appropriate standing committees in furtherance of the Association's legislative and
33 political goals.
34

35 (d) Coordinate his/her activities with the Regional Political Action Officer,
36 and/or Association Legislative and PACE standing committees as necessary.
37

38 (e) Conduct an annual Chapter Victory Club Membership Drive as directed by
39 the Chapter President.
40

41 **Section 10. Public Relations Officer:** The Public Relations Officer shall:
42

43 (a) Edit and distribute a newsletter or similar publication as may be
44 authorized by the Executive Board and the Chapter membership.
45

1 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
2 and official publications of the Association and perform such other public relations
3 activities as directed by the President.

4
5 (c) Be responsible for maintaining a Chapter Website pursuant to current
6 Association guidelines.

7
8 (d) Recommend to the Executive Board, if necessary, the appointment of an
9 assistant to serve as Chapter webmaster/mistress. Any appointed assistant shall be
10 responsible to the Public Relations Officer in the completion of his/her duties.

11
12 **Section 11. Chief Job Steward:** The Chief Job Steward shall:

13
14 (a) Coordinate the Chapter's Job Steward Program and Job Steward
15 activities.

16
17 (b) Maintain a Chapter Representation Log documenting all activities and
18 contacts made with the members of the Chapter.

19
20 (c) Serve as Chairperson of the Grievance Committee; and make reports, as
21 necessary, to the Executive Board and Chapter Membership at Chapter meetings.

22
23 (d) Maintain the electronic mail contact system.

24
25 (d) Assist the membership by providing information, answering questions,
26 empowering members to assist themselves, and/or assigning a Job Steward to the
27 case, as needed.

28
29 (e) Schedule Job Steward investigations at worksites and notify school district
30 administration, as appropriate. Shall provide release notice to the supervisor of
31 assigned Job Stewards prior to said investigations.

32
33 (f) Participate in all grievance meetings/hearings at the District Level (Level
34 3) and above.

35
36 **Section 12. Parliamentarian:** The Parliamentarian shall:

37
38 (a) Advise the Chapter President and Executive Board about all matters in
39 order to allow them to operate and function within the Chapter Constitution, Association
40 Constitution & Bylaws, Association Policies, and *Robert's Rules of Order* as
41 appropriate.

42
43 (b) Be proficient with parliamentary procedure, and ensure that proper
44 parliamentary procedure is followed in an efficient and expedient manner.

45
46 (c) As requested, rule on questions of parliamentary procedure and *Robert's*
47 *Rules of Order* at Chapter meetings.

1 (d) Ensure that the Chapter is complying with applicable sections of the
2 Chapter Constitution and Association Policy.

3
4 (e) Be the Chapter Historian and be responsible for maintaining all historical
5 records of the Chapter to be passed on.

6
7 **Section 13. Immediate Past President:** The Immediate Past President shall
8 be a member of the Executive Board and perform such duties as may be assigned by
9 the President and/or Executive Board; and shall, in the absence or disability of the
10 President, 1st Vice President, 2nd Vice President, and 3rd Vice President, possess all
11 of the powers and perform all of the duties of the President.

12
13
14 **ARTICLE VI**
15 **MEETINGS**

16
17 **Section 1.** Regular business meetings of this Chapter shall be held during the
18 months of September through June, inclusive. The schedule of such meetings shall be
19 established in January of each year for the succeeding twelve (12) month period and
20 shall be provided to the membership.

21
22 **Section 2.** Special meetings may be called by the Chapter President as
23 deemed necessary, or shall be called by a vote of two-thirds of the Executive Board or
24 upon petition to the President of twenty percent (20%) of the Chapter membership.

25 **Section 3. Meeting Notices:**

26
27 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
28 shall precede all Chapter meetings at least five (5) days in advance to allow members a
29 reasonable opportunity to attend. Said notice shall include a summary of the business
30 to be acted upon, and the time, date and place of the meeting.

31
32 (b) **Special Meetings.** Notice for special meetings shall include the specific
33 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
34 notice of less than five (5) days, but not less than 24 hours in advance, may be given in
35 an emergency situation.

36
37 **Section 4.** Unless otherwise ordered by two-thirds vote of the members
38 present, the Order of Business at regular Chapter meetings shall be:

- 39
40 (1) Pledge of Allegiance to the Flag
41 (2) Approval of Minutes of the previous meeting
42 (3) Officer Reports/Communications
43 (4) Report of Executive Board Actions
44 (5) Treasurer's Report
45 (6) Committee Reports
46 (a) Report of the Membership Committee/Recognition of New Members
47 (b) Report of the Negotiating Committee

- 1 (c) Job Steward/Site Representative Reports
- 2 (d) Other Committees as required
- 3 (7) Unfinished Business
- 4 (8) New Business
- 5 (9) Good of the Order
- 6 (10) Adjournment
- 7

8 **Section 5. Quorum for Meetings:** It shall require at least eleven (11)
9 members in good standing in attendance at any Chapter meeting for business to be
10 conducted.

11
12
13 **ARTICLE VII**
14 **CONTROL OF FUNDS / BUDGET**
15

16 **Section 1.** All funds received shall be deposited in the name of San Diego
17 OTBS Chapter No. 788, CSEA, in such bank or other financial institution as approved
18 by the Executive Board. No funds shall be disbursed except by check, duly authorized
19 and signed by the Treasurer and the President or 1st Vice President. In the event of
20 absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be
21 disbursed upon signature of the President and one of the following: 1st Vice President,
22 Secretary.

23
24 **Section 2.** The Executive Board shall prepare an annual budget for approval
25 of the Chapter membership no later than January of each year, which shall contain
26 itemized estimated receipts and expenditures, and amounts to be set aside as a
27 reserve fund, if any. The approved budget shall then regulate the expenditures of the
28 Chapter, except that the Treasurer shall submit any single expenditure in excess of
29 \$100 to the Executive Board for prior approval. Any expenditures in excess of those
30 approved in the budget must have prior approval of the Chapter membership.

31
32
33 **ARTICLE VIII**
34 **COMMITTEES**
35

36 **Section 1. Standing Committees:** The following shall be the standing
37 committees of the Chapter: Auditing, Elections, Grievance, Hospitality,
38 Legislative/Political Action, Membership, Negotiating. Unless otherwise specified
39 herein, the President shall, as soon as possible after January 1 of each year, appoint
40 the chairpersons and members of the standing committees, which appointment shall be
41 subject to the ratification of the Executive Board. The President shall determine the
42 number of members to be appointed to each, except as otherwise provided herein.

43
44 **Section 2. Ad Hoc Committees:** Such other committees as the President or
45 the Chapter membership may deem necessary to perform a specified task for the
46 welfare of the Chapter may be appointed. The President shall determine the
47 composition of such committees and the timelines for completion of their assigned

1 duties. Such Ad Hoc committees shall cease to function upon completion of their
2 specified task.

3
4 **Section 3.** The 2nd Vice President shall be Chairperson of the Membership
5 Committee. The 3rd Vice President shall be Chairperson of the Hospitality Committee.
6 The Political Action Officer shall be Chairperson of the Legislative/Political Action
7 Committee. The Chief Job Steward shall be Chairperson of the Grievance Committee.

8
9 **Section 4.** The President shall be, ex-officio, a member of all committees.

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

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

18
19 **Section 7. Negotiating Committee (Team):**

20
21 (a) The Negotiating Committee shall consist of the Chapter President or
22 his/her designee as Chairperson, plus six (6) representatives from the membership at
23 large.

24
25 (1) **Chief Negotiator:** The Chapter President may appoint, with
26 Executive Board approval, a Chief Negotiator. The Chief Negotiator shall serve as the
27 Chairperson of the Negotiating Team and Chapter spokesperson at all negotiating
28 sessions. At all times, the Chief Negotiator shall coordinate his/her activities and
29 planning with the Chapter President, Negotiating Team members, and Labor Relations
30 Representative.

31
32 (2) **Negotiating Updates:** The Chief Negotiator is responsible for the
33 production of Negotiating Updates for the Chapter membership as needed or directed
34 by the Chapter President. Content of Negotiating Updates shall be reviewed and
35 approved by the Negotiating Team prior to production/distribution.

36
37 (b) The committee members shall be appointed by the President from among
38 the members in good standing, with the approval of the Executive Board.

39
40 (c) Term of office for the appointed members shall commence upon their
41 appointment and continue for one (1) year or until their successors are appointed. In
42 the event negotiations for any year are still in progress at the time of committee
43 appointment, the designated Negotiating Team shall remain in place until negotiations
44 have been completed and the contract ratified.

45
46 (d) Vacancies shall be filled by appointment by the President, with the
47 approval of the Executive Board, for the remainder of the original term only.

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

2
3 (1) Research issues and prepare and submit initial bargaining
4 proposals (including proposals on reopeners) for review and approval of members in
5 good standing of the bargaining unit(s) prior to commencement of negotiations.

6
7 (2) Negotiate the contract (including reopeners and modifications) for
8 and on behalf of the Chapter with assistance from Association field staff.

9
10 (3) Keep the Executive Board and the membership informed on the
11 progress of negotiations and solicit membership input where advisable.

12
13 (4) Ensure that all bargained agreements are submitted for ratification
14 of the bargaining unit(s) in accordance with Article XIII of this Constitution.

15
16 **Section 8. Auditing Committee:** It shall be the duty of this committee to
17 receive and audit the books and records of the Treasurer immediately after the close of
18 each fiscal year, and at such other times as may be directed by the President, and
19 report its findings to the Chapter membership.

20
21 **Section 9. Elections Committee:** It shall be the duty of this committee to
22 supervise and assist in the preparation, distribution, and counting of the ballots in **all**
23 elections (including contract ratifications) within the Chapter, and certify the results to
24 the Chapter President. In addition, the committee shall ensure that election procedures
25 are in accordance with applicable provisions of the Association's Constitution & Bylaws
26 and Policy, and this Constitution.

27
28 **Section 10. Grievance Committee:**

29
30 (a) Under the direction of the Chief Job Steward, the Grievance Committee
31 supervise and assist the operation of the Chapter's Job Steward program. The
32 committee shall ensure that all grievances are handled properly in their investigation
33 and filing and consistent in their resolution.

34
35 (b) The committee shall be empowered to review proposed settlements of
36 grievances undertaken by individual members of the bargaining unit (i.e., without
37 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent
38 with provisions of the collective bargaining agreement.

39
40 (c) The committee shall review all grievances going beyond the immediate
41 supervisory level to determine whether CSEA staff assistance should be obtained. If
42 staff assistance is required, the President shall be so notified.

43
44 (d) The committee shall review all grievances being considered for mediation
45 and/or arbitration and recommend to the Executive Board whether each particular case
46 should be continued to those levels.

1 **Section 11. Hospitality Committee:** Under the direction of the 3rd Vice
2 President, this committee shall provide food, beverage, and/or promotional items to the
3 membership as directed by the Chapter President.
4

5 **Section 12. Legislative/Political Action Committee:** Under the direction of
6 the Political Action Office, this committee shall:
7

8 (a) Develop and implement a Chapter Alert system designed for emergency
9 contact of the membership when immediate Chapter action is necessary on contract
10 matters, legislative and political issues, and other items of importance to the
11 Association and Chapter.
12

13 (b) Keep the members informed about the legislative program of the
14 Association, and may recommend to the Chapter membership legislative proposals it
15 deems desirable for submission to the Association's Legislative Committee for
16 consideration and inclusion in the Association's legislative program.
17

18 (c) Work cooperatively with the Political Action Coordinator (PAC),
19 appropriate staff and Area PACE and Legislative Committee representatives in
20 furtherance of the Association's legislative and political goals, rendering regular reports
21 at Chapter meetings regarding the same and recommending any Chapter support or
22 activity it considers appropriate.
23

24 (d) Encourage all members to financially support PACE of CSEA and the
25 Victory Club, and educate the membership regarding the necessity for active
26 participation in the political process in accordance with Association and Chapter goals.
27

28 (e) Make recommendations to the Chapter membership regarding
29 endorsement of candidates for school board, in accordance with the following
30 procedures:
31

32 (1) The committee shall conduct a pre-screening of candidates to be
33 recommended for endorsement, through direct interviews or questionnaires sent to the
34 candidates. Following the pre-screening process, the committee shall present its
35 recommendations for endorsement at a designated Chapter meeting for action by the
36 Chapter membership. A majority vote shall be required for endorsement.
37

38 (2) Whenever possible, the Committee shall arrange for a candidates'
39 forum to provide Chapter members an opportunity to hear and question the candidates
40 on relevant issues prior to hearing the committee's recommendation and the
41 endorsement vote being taken.
42

43 (f) The committee shall determine the amount of financial support, if any, to
44 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
45 such forms as may be required.
46

1 (g) The committee shall solicit volunteer activity by the Chapter membership
2 on behalf of endorsed candidates, and shall be responsible for coordinating and
3 directing such member activities.
4

5 **Section 13. Membership Committee:** Under the direction of the 2nd Vice
6 President, this committee shall strive for 100% CSEA membership within the
7 represented bargaining unit(s), and to prepare and execute a program designed to
8 secure new members and stimulate membership attendance at Chapter meetings on
9 an ongoing basis. The Membership Committee shall collect all membership
10 applications and; working with the Chapter Treasurer, ensure that all applications are
11 properly completed and submitted.
12

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

17 **Section 1. Appointment:** In consultation with the Chief Job Steward, the
18 Chapter President will appoint, in sufficient numbers to meet the needs of the
19 membership, Job Stewards to serve the Chapter based on geographical divisions of the
20 school district as designed by the Chief Job Steward and approved by the Executive
21 Board. The President shall determine the number of stewards to be appointed for each
22 area of representation.
23

24 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the
25 January 1 following their appointment to the end of the Chapter and fiscal year, or until
26 their successors are appointed, provided that any Job Steward shall automatically
27 forfeit such office if they cease to be an "Active" member in good standing employed
28 within the designated service area. Vacancies shall be filled by appointment of the
29 President, ratified by the Executive Board, from among the qualified members in good
30 standing employed within the affected service area, for the remainder of the original
31 term only.
32

33 **Section 3. Duties.** The Job Steward(s) shall:
34

35 (a) Attend annual training sessions for Job Stewards provided by the
36 Association and/or other appropriate training as directed by the President.
37

38 (b) Attend periodic Site Representative/Site Council meetings as directed by
39 the Chief Job Steward.
40

41 (c) Educate bargaining unit employees about their rights under the contract
42 and determine how problems arising under the contract can best be handled.
43

44 (d) Act as the basic channel of communication between the employees and
45 the Chapter and relay specific member concerns to the Chapter's Negotiating
46 Committee for incorporation into the bargaining proposals.
47

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

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

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

12
13
14 **ARTICLE X**
15 **SITE REPRESENTATIVES**

16
17 **Section 1.** The Site Representative Coordinator(s) shall appoint Site
18 Representatives to serve the needs of the Chapter membership. The Coordinator(s)
19 shall coordinate the activities of the Site Representatives and report all activities to the
20 Chapter President and 1st Vice President in a timely manner.

21
22 **Section 2.** Site Representative duties shall be to:

23
24 (a) Recruit employees into CSEA membership and educate employees about
25 CSEA.

26
27 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at
28 the work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

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

35
36 (d) Relay member concerns to the appropriate Job Steward or other Chapter
37 officer.

38
39 (e) Attend Chapter meetings; attend training workshops and other seminars
40 as directed and approved by the Chapter President; attend Joint Job Steward/Site
41 Representative (Site Council) meetings as may be called by the Chief Job Steward
42 and/or the 1st Vice President.

43
44
45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE XI
RECALL OR REMOVAL FROM OFFICE

Section 1. Recall of Elected Offices

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

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

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

Section 2. Removal of Appointed Offices

(a) Appointed committee members, Job Stewards and Site Representatives may be removed from office by a two-thirds (2/3) vote of the Executive Board, a quorum being present, provided such person shall be provided at least five (5) days advance notice of the reasons for removal and the time, date and place where the Board will meet to vote on the matter. At said meeting the member shall be afforded an opportunity to provide rebuttal argument prior to the vote being taken.

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

Section 3. Resignation from Office

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE XII
DELEGATES TO CONFERENCE

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

(a) The Chapter President.

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

Section 2. Election:

(a) Nominations for the authorized delegate positions, other than the President, shall be taken at the regular Chapter meeting in February, and election shall be by secret ballot at the regular Chapter meeting in March. Alternates in sufficient numbers for each of the authorized delegates shall also be elected. The 1st Vice President shall be the alternate for the Chapter President.

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

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

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

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

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

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

ARTICLE XIII
CONTRACT RATIFICATION

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

Section 2. Initial Proposals:

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

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

Section 3. Negotiated Agreement:

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

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

Section 4. Ratification Procedures:

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

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

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

- (1) To individual bargaining unit employees utilizing the district mail system;
- (2) Distribution by Site Representatives or others;

1 (3) Posting in prominent locations at each work site.
2

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

8 (d) **Conduct of Meeting and Vote:**
9

10 (1) The Negotiating Committee shall review the provisions of the
11 Tentative Agreement and indicate its recommendations for ratification or rejection and
12 reasons therefore.
13

14 (2) If the Association recommends rejection of the Tentative
15 Agreement, an Association representative shall be in attendance at the ratification
16 meeting and shall be provided ample opportunity to outline the recommendation for
17 rejection and the reasons therefore.
18

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

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

32 (5) Ballots shall be tallied and results announced prior to close of the
33 meeting. A majority vote shall ratify.
34

35 **Section 5. Executed Agreement:** Every collective bargaining agreement
36 shall be executed by both the Association and appropriate representatives of this
37 Chapter. No contract shall be valid which has not been ratified by the Chapter
38 membership.
39

40
41 **ARTICLE XIV**
42 **CONCERTED ACTIVITIES**
43

44 **Section 1.** No concerted withholding of service shall be instituted by this
45 Chapter unless such concerted action has been approved at a regular or special
46 membership meeting, advance notice having been given, by secret ballot vote of not
47 less than sixty-five percent (65%) of the "Active" members in good standing present and

1 voting; and approval for such concerted activity has been granted by the Association's
2 Board of Directors.

3
4 **Section 2.** If the dispute relates to contract negotiations, no concerted
5 withholding of service shall be instituted unless the last offer of the employer has been
6 submitted to the Chapter membership in accordance with Article XIII of this Constitution
7 and has been rejected, and the requirements of Section 1 above shall have been met.
8

9
10 **ARTICLE XV**
11 **AMENDMENTS TO CONSTITUTION**
12

13 **Section 1.** This Constitution shall at all times conform to all provisions of the
14 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
15 Association Constitution & Bylaws and/or Policy shall prevail.
16

17 **Section 2.** Any member in good standing of the Chapter (or the Executive
18 Board) may submit a written proposal to amend this Constitution (containing the exact
19 text of the proposed change) at any Chapter meeting, which shall constitute a first
20 reading. The Chapter President shall then cause the proposed amendment(s) to be
21 placed on the agenda of the next regular or a special Chapter meeting where the matter
22 will be read a second time and acted upon, and shall cause written notification of the
23 proposed amendment(s) and the date, time, and place of the designated Chapter
24 meeting to be issued to all members in good standing at least ten (10) days in advance
25 of said meeting. Said notification shall include at least a written summary of the
26 proposed changes. The exact text of the proposed changes shall be made available for
27 review by members upon request prior to the second reading if not provided with said
28 notification, and shall be distributed to all members in attendance at the second
29 reading.
30

31 **Section 3.** Approval by two-thirds (2/3) of the "Active" members in good
32 standing present and voting at the second reading shall be required to adopt the
33 amendment(s). If the amendment relates to a revision of Chapter dues, the vote shall
34 be conducted by secret ballot.
35

36 **Section 4.** All amendments shall be submitted to the Association's Executive
37 Director immediately following their adoption by the Chapter. **No amendment shall**
38 **become operative until approved by the Executive Director, or designee, or action**
39 **of the Association's Board of Directors in accordance with Article III, Section 8 of**
40 **the Association's Constitution.**
41

42
43 **ARTICLE XVI**
44 **DISBANDMENT OF CHAPTER**
45

46 **Section 1.** Should the Chapter disband for any reason, all financial accounts
47 shall be transferred to the control of the Association, and a final audit of the financial

1 books and records of the Chapter shall be made in conjunction with the Association's
2 Financial Analyst/Auditor. Upon conclusion and certification of such audit, final
3 distribution of funds shall be as follows:

4
5 (a) All outstanding obligations of the Chapter shall be promptly paid.

6
7 (b) All funds due and owing the Association shall be promptly remitted to the
8 Association's general fund.

9
10 (c) Funds then remaining shall then be distributed for purposes as
11 appropriate and authorized in accordance with provisions contained in Association
12 Policy 612.

13
14
15 **ARTICLE XVII**
16 **PARLIAMENTARY AUTHORITY**

17
18 The rules contained in the current edition of *Robert's Rules of Order, Newly*
19 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this
20 Constitution, the Constitution & Bylaws or Policy of the Association, and any special
21 rules the Chapter may adopt.

22
23
24 **ARTICLE XVIII**
25 **FISCAL YEAR**

26
27 The fiscal year of this Chapter shall extend from January 1 through December
28 31, inclusive.

29
30
31 **ARTICLE XIX**
32 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**

33
34 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by
35 the President and ratified by the Executive Board.

36
37 **Section 2.** His/her duties shall be to:

38
39 (a) Direct chapter members to the right sources so they receive the best
40 retirement information available.

41
42 (b) Attend Chapter meetings and training workshops/seminars as directed
43 and approved by the Chapter President.

44
45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

ARTICLE XX
CHAPTER SERGEANT-AT-ARMS

Section 1. A Chapter Sergeant-at-Arms may be appointed by the President and ratified by the Executive Board.

Section 2. His/her duties shall be to:

(a) Assist the Chapter membership as needed at all Chapter meetings and other Chapter functions, as directed by the Chapter President.

(b) Assist the Hospitality Committee as requested by the 3rd Vice President.

(c) Assist the Chapter President in maintaining order at all Chapter meetings and Chapter functions.

(d) Assist the Chapter President/Executive Board as needed.