

**CONSTITUTION OF
Fillmore Chapter No. 421, CSEA
Latest Revision March 20, 2008**

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 Fillmore Chapter No. 421, CSEA.

APPROVED

California School Employees Association

Date: September 26, 2008

By: *Denise K. Jensen*, Senior 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	8
9	Article VI – Meetings	12
10	Article VII – Control of Funds/Budget	13
11	Article VIII – Committees	13
12	Article IX – Job Stewards	18
13	Article X – Site Representatives	19
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	24
19	Article XVI – Disbandment of Chapter	24
20	Article XVII – Parliamentary Authority	25
21	Article XVIII – Fiscal Year	25
22		

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 Fillmore Chapter No. 421 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
48

**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

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

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

18
19 **Section 2.** Active membership shall be effective upon the completion, dating,
20 and signing of an official CSEA application form as provided by the Association, and
21 execution of a valid authorization for payroll deduction of dues or payment of at least
22 one year's dues in advance. The application shall be promptly countersigned by the
23 Chapter Treasurer who shall immediately forward the approved application, together
24 with advance dues received if any, to the Association, and submit payroll deduction
25 authorizations to the appropriate district office.

26
27 **Section 3. Membership "In Good Standing"**

28
29 (a) Membership "in good standing" shall be effective and shall continue upon
30 receipt of the required dues for the current month. For purposes of establishing voting
31 rights and eligibility to hold an elected or appointed office, Active members whose dues
32 are paid via payroll deduction shall not be deemed to be in good standing until the first
33 of the month following the month in which the first dues are deducted, unless s/he pays
34 dues in cash for the interim period.

35
36 (b) Membership shall terminate with:

37
38 (1) The effective date of layoff for members who are laid off and who
39 choose not to continue in either an Active or Inactive status under provisions of Sections
40 1(a)(1) or 1(b) above.

41
42 (2) The effective date of an unpaid leave of absence or placement on a
43 reemployment list for reasons other than layoff, for such members who choose not to
44 continue in an Inactive status under provisions of Section 1(b) above.

45
46 (3) The date of termination of their 39-month reemployment rights or
47 approved leave of absence for members who have continued in an Active or Inactive
48 status, if such members have not been returned to active employment.

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

5 (5) The effective date of removal from the bargaining unit, or voluntary
6 termination of employment.
7

8 (6) The effective date of involuntary termination of employment, unless
9 the member is eligible to continue and elects to retain Active status as permitted under
10 provisions of Section 1(a)(2) above.
11

12 (7) Actions pursuant to Sections 5 or 6 below.
13

14 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay
15 either dues or fair share service fees to CSEA pursuant to organizational security
16 provisions in the collective bargaining agreement and who choose not to be Active
17 members of this chapter shall be carried on the chapter rolls as "Fair Share Service Fee
18 Payers". Such persons shall pay fair share service fees in an amount equal to the dues
19 required of Active members of the chapter (less any local chapter fees unless collection
20 of local chapter fees has been approved by the Association) subject to annual requests
21 for advance refunds of the portion of fair share service fees that CSEA determines will
22 be used for purposes not related to collective bargaining, in accordance with the policies
23 of the Association.
24

25 Fair share service fee payers shall be entitled to full rights of representation in all
26 matters related to their collective bargaining agreement. They shall not, however, have
27 the right of voice, vote, or other participation in chapter or Association affairs, unless
28 otherwise provided herein or required by law.
29

30 **Section 5. Delinquency & Resignation:**
31

32 (a) Members who no longer wish to retain that status may resign CSEA
33 membership by written notification to the Chapter Treasurer. They shall become fair
34 share service fee payers subject to the same fair share service fees and rights, benefits
35 and burdens as provided under Section 4 of this article.
36

37 (b) Any member failing to pay all dues owed for the current month shall be
38 deemed delinquent and shall not be considered to be in good standing until such
39 delinquency has been remitted. Any member allowing his/her arrearages for dues to
40 run over 90 days shall be conclusively presumed to have resigned his/her membership
41 effective on said date and if applicable shall be subject to paragraph (a) above and such
42 action as may be provided under the collective bargaining agreement, unless the
43 Treasurer is notified 30 days prior thereto that the member has not resigned and
44 arrangements for payment of arrearages are made.
45

46 (c) Members who have resigned shall, upon reapplication, be admitted as
47 new members.
48

1 which will appear on the ballot. At least two (2) election tellers will be present at each
2 balloting site to verify voter eligibility and secure the balloting process.

3
4 (f) Immediately following the appointed hour for close of polls, the election
5 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-
6 determined location where the tally will then take place.

7
8 (g) All procedural matters relating to the site balloting process and tally shall
9 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
10 All candidates shall be permitted to appoint an observer at each site to observe the
11 balloting procedures, and each candidate or his/her representative shall be permitted to
12 observe the ballot tally.

13
14 (h) It shall require a plurality vote to elect an officer. Write-in votes shall not
15 be accepted. If a tie exists, the election shall be determined by lot (draw) between the
16 tied candidates. The official ballot tally shall be provided in writing to all candidates
17 within five (5) working days, and shall be announced at the December Chapter meeting,
18 where the presiding officer shall officially declare the winning candidates or announce
19 such other action as may be necessary.

20
21 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
22 sheets, tally sheets, and related election documents, including notices of nomination
23 and election, shall be retained by the Chapter Secretary for one (1) year, or until any
24 and all challenges to the election or charges of misconduct in running the election have
25 been resolved, whichever is the longer period.

26
27 **Section 5. Terms of Office:** Elected officers shall take office and assume
28 their duties on the January 1 following their election and shall continue to serve for
29 one year or until their successors are elected, provided that any officer shall
30 automatically forfeit such office if they cease to be an Active member in good standing.

31
32 **Section 6. Vacancies:**

33
34 (a) A vacancy in the office of President shall be filled by the Vice President.

35
36 (b) A special election shall be conducted to fill vacancies in any other elected
37 office.

38
39
40 **ARTICLE V**
41 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

42
43 **Section 1. Executive Board:** The Executive Board shall have general
44 supervision of the affairs of the chapter between the general membership meetings. It
45 shall transact the routine business of the chapter as authorized and required herein,
46 direct the activities of the various committees, fix the time and place of meetings except
47 as otherwise directed by the membership, prioritize and determine recommendations on
48 matters requiring discussion and action by the general membership, and perform such

1 other duties as are specified in this constitution. The Board shall be subject to the
2 orders of the chapter membership, and none of its actions shall conflict with actions
3 taken by the chapter membership.
4

5 A report on all actions taken by the Executive Board shall be made to the
6 membership at the next regular or special chapter meeting, with such actions subject to
7 membership ratification if appropriate.
8

9 Minutes of chapter and Executive Board meetings shall be kept on file for at least
10 five years. Chapter financial records shall be kept on file for at least five years.
11

12 The Executive Board shall meet at the call of the President or at such times and
13 places designated by it; the President shall call a special meeting upon the written
14 request of a majority of the Board.
15

16 A majority of the members of the Executive Board shall constitute a quorum.
17

18 **Section 2. Duties of Officers, General:** Upon separation from office, an
19 officer shall immediately turn over to his/her successor or other properly designated
20 CSEA official all books, records, money and other effects of the chapter in his/her
21 possession.
22

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

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

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

32 (c) Attend all regional presidents' meetings (RPMs) and such other meetings
33 as required by the Association or direction of the chapter, and report back to the
34 Executive Board and chapter membership at the next chapter meeting, with
35 recommendations for chapter action or as otherwise required.
36

37 (d) Shall attend all Labor Relations meetings with the district, and report back
38 to the Executive Board and Chapter membership at the next Chapter meeting, with
39 recommendations for Chapter action or as otherwise required.
40

41 (e) Perform such other duties as normally pertain to the office of President or
42 ordered by this constitution.
43

44 **Section 4. Vice President:** The Vice President shall:
45

46 (a) In the absence or disability of the President, possess all of the powers and
47 perform all of the duties in his/her stead.
48

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

2
3 (c) Assume the office of President if a vacancy occurs.

4
5 (d) Coordinate the activities of the standing committees.

6
7 (e) Perform such other duties as may be assigned by the President/Executive
8 Board or ordered by this constitution.

9
10 **Section 5. Secretary:** The Secretary shall:

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

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

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

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

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

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

32
33 (g) Perform such other duties as normally pertain to the office of Secretary or
34 as may be assigned by the President/Executive Board or ordered by this constitution.

35
36 **Section 6. Treasurer:** The Treasurer shall:

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

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

45
46 (c) Provide access to all records, vouchers and statements to the Auditing
47 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 the Association, and the membership.
8

9 (f) Promptly process and forward membership applications and dues
10 payments to CSEA Headquarters and payroll deduction authorizations to proper district
11 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 CSEA Headquarters within thirty days of request.
16

17 (h) Assist in preparation of the chapter budget.
18

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

22 (j) Perform such other duties as normally pertain to the office of Treasurer or
23 as may be assigned by the President/Executive Board or ordered by this constitution.
24

25 **Section 7. Public Relations Officer:** The Public Relations Officer shall:
26

27 (a) Edit and distribute a newsletter or similar publication as may be authorized
28 by the Executive Board and the chapter membership.
29

30 (b) Write articles of interest pertaining to chapter affairs for local newspapers
31 and official publications of the Association.
32

33 (c) Perform such other duties as normally pertain to the Public Relations Officer
34 or as may be assigned by the President/Executive Board or ordered by this constitution.
35

36 **Section 8. Chief Job Steward:** The Chief Job Steward shall:
37

38 (a) Ensure that the job steward program of the chapter functions according to
39 the requirements set forth in this constitution.
40

41 (b) Maintain the necessary records on matters of contract enforcement to
42 permit the chapter to effectively represent bargaining unit employees.
43

44 (c) Serve as Chairperson of the Grievance Committee, and keep the
45 Executive Board informed on all grievance activity.
46

47 (d) Shall attend all Labor Relations meetings with the district, and report back
48 to the Executive Board and Chapter membership at the next Chapter meeting, with

1 recommendations for Chapter action or as otherwise required. If the Chief Job Steward
2 is unable to attend a Labor Relations meeting with the district, the President shall assign
3 another Association-trained Job Steward to attend.
4

5 6 **ARTICLE VI** 7 **MEETINGS** 8

9 **Section 1.** Regular business meetings of this chapter shall be held during the
10 months of August through May, inclusive. The schedule of such meetings shall be
11 established in January of each year for the succeeding 12 month period and shall be
12 provided to the membership.
13

14 **Section 2.** Special meetings of the chapter may be called by the Chapter
15 President as deemed necessary, or shall be called by a vote of 2/3 of the Executive
16 Board or upon petition to the President of 20% of the chapter membership.
17

18 **Section 3. Meeting Notices:** 19

20 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
21 shall precede all chapter meetings at least five days in advance to allow members a
22 reasonable opportunity to attend. Said notice shall include a summary of the business
23 to be acted upon, and the time, date and place of the meeting.
24

25 (b) **Special Meetings.** Notice for special meetings shall include the specific
26 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
27 notice of less than five days, but not less than 24 hours in advance, may be given in an
28 emergency situation.
29

30 **Section 4.** Unless otherwise ordered by 2/3 vote of the members present, the
31 order of business at regular chapter meetings shall be:
32

- 33 (1) Pledge of Allegiance to the Flag
- 34 (2) Approval of Minutes of the previous meeting
- 35 (3) Report of Executive Board actions
- 36 (4) Communications
- 37 (5) Treasurer's Report
- 38 (6) Recognition of New Members
- 39 (7) Report of Standing Committees
- 40 (8) Guests
- 41 (9) Unfinished Business
- 42 (10) New Business
- 43 (11) Good of the Order
- 44 (12) Adjournment
45

46 **Section 5. Quorum for Meetings:** It shall require at least seven (7) members
47 in good standing in attendance at any Chapter meeting for business to be conducted.
48

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
48

**ARTICLE VII
CONTROL OF FUNDS / BUDGET**

Section 1. All funds received shall be deposited in the name of Fillmore Chapter No. 421, CSEA, in such bank or other financial institution as approved by the Executive Board. No funds shall be disbursed except by check, duly authorized and signed by the Treasurer and the President. In the event of absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature of the President and one of the following: Vice President, Secretary.

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

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
48

**ARTICLE VIII
COMMITTEES**

Section 1. Standing Committees: The following shall be the standing committees of the Chapter: Auditing, Budget, Elections, Grievance, Membership, Negotiating, Nominating, Scholarship, Social, and Ways & Means. Unless otherwise specified herein, the President shall, as soon as possible after January 1 of each year, appoint the chairpersons and members of the standing committees, which appointment shall be subject to the ratification of the Executive Board. The Executive Board shall determine the number of members to be appointed to each, except as otherwise provided herein.

Section 2. Ad Hoc Committees: Such other committees as the Executive Board or the chapter membership may deem necessary to perform a specified task for the welfare of the chapter may be appointed. The Executive Board shall determine the composition of such committees and the timelines for completion of their assigned duties. Such ad hoc committees shall cease to function upon completion of their specified task.

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

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

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

1 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
2 committees shall be from January 1 until the end of the chapter and fiscal year or until
3 their successors are appointed, provided that any committee member shall
4 automatically forfeit the office if they cease to be an Active member in good standing.
5

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

8 (a) The Negotiating Committee shall consist of the Chapter President, plus
9 five (5) additional unit members numbered 1, 2, 3, 4 and 5.
10

11
12
13 (1) The Negotiating Committee Chair shall be selected by and from the
14 Negotiating Committee members.
15

16 (2) A Negotiating Committee member, selected by and from the
17 Negotiating Committee members, shall attend all Labor Relations meetings with the
18 district, and report back to the Executive Board and Chapter membership at the next
19 Chapter meeting, with recommendations for Chapter action or as otherwise required. If
20 the selected Negotiating Committee member is unable to attend a Labor Relations
21 meeting with the district, an alternate committee member, selected by and from the
22 Negotiating Committee, shall attend.
23

24 (b) **Election:**
25

26 (1) Nominations for the committee members #1, #3, and #5 shall be
27 accepted from the floor at the March and April Chapter meetings held in the odd-
28 numbered years. Nominations for the committee members #2 and #4 shall be
29 accepted from the floor at the March and April Chapter meetings held in the even-
30 numbered years.
31

32 (2) The committee members shall be nominated from among the
33 members in good standing and elected by all Chapter members in good standing. A
34 secret ballot election shall be conducted on the day scheduled for the May Chapter
35 meeting. Balloting shall be conducted at such times and at site locations as determined
36 by the Executive Board. Hours for balloting shall be set so that polls will close prior to
37 the start of the Chapter meeting.
38

39 (3) Every member shall be notified, at least five (5) working days in
40 advance of the date set for balloting, of the exact location of their balloting site, the
41 specific date and time (hours) during which balloting will take place, and the candidates
42 names which will appear on the ballot. At least two (2) election tellers will be present at
43 each balloting site to verify voter eligibility and secure the balloting process.
44

45 (4) Immediately following the appointed hour for close of polls, the
46 election tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a
47 pre-determined location where the tally will then take place.
48

1
2 (5) All procedural matters relating to the site balloting process and tally
3 shall be conducted in accordance with Association Policy 618 and *Robert's Rules of*
4 *Order*. All candidates shall be permitted to appoint an observer at each site to observe
5 the balloting procedures, and each candidate or his/her representative shall be
6 permitted to observe the ballot tally.

7
8 (6) It shall require a plurality vote to elect a Negotiating Committee
9 member. Write-in votes shall not be accepted. If a tie exists, the election shall be
10 determined by lot (draw) between the tied candidates. The official ballot tally shall be
11 provided in writing to all candidates within five (5) working days, and shall be
12 announced at the May Chapter meeting, where the presiding officer shall officially
13 declare the winning candidates or announce such other action as may be necessary.

14
15 (7) All ballots, including used, unused, invalid and challenged ballots,
16 sign-in sheets, tally sheets, and related election documents, including notices of
17 nomination and election, shall be retained by the Chapter Secretary for one (1) year, or
18 until any and all challenges to the election or charges of misconduct in running the
19 election have been resolved, whichever is the longer period.

20
21 (c) If a job group does not have a nominated candidate, the member receiving
22 the next highest number of votes among the candidates who were not elected shall
23 serve as the representative for the respective job group. S/he shall be responsible for
24 communicating with the members in the job group.

25
26 (d) Two (2) Negotiating Committee alternates shall also be elected. The two
27 (2) Negotiating Committee candidates who received the highest number of votes among
28 the candidates who were not elected (not including representatives selected pursuant to
29 Section 7(c) above) shall serve as alternates.

30
31 (e) Term of office for the elected members shall commence on the June 1
32 following their election and shall continue for two (2) years or until their successors are
33 elected.

34
35 (f) Vacancies shall be filled by special election from among the members
36 within the affected job group for the remainder of the original term only. All Chapter
37 members in good standing shall be eligible to vote to fill a vacancy.

38
39 (g) **Duties:** It shall be the duty of the Negotiating Committee to:

40
41 (1) Research issues and prepare and submit initial bargaining
42 proposals (including proposals on reopeners) for review and approval of members in
43 good standing of the bargaining unit(s) prior to commencement of negotiations.

44
45 (2) Negotiate the contract (including reopeners and modifications) for
46 and on behalf of the chapter with assistance from CSEA field staff.
47

1 (3) Keep the Executive Board and the membership informed on the
2 progress of negotiations and solicit membership input where advisable.

3 (4) Ensure that all bargained agreements are submitted for ratification
4 of the bargaining unit(s) in accordance with Article XIII of this constitution.
5

6 **Section 8. Auditing Committee:** It shall be the duty of this committee to
7 receive and audit the books and records of the Treasurer immediately after the close of
8 each fiscal year, and at such other times as may be directed by the President, and
9 report its findings to the chapter membership.
10

11 **Section 9. Budget Committee:** It shall be the duty of this committee to
12 represent the classified staff on the district Budget Committee. Members shall prepare
13 a monthly report for each chapter meeting.
14

15 **Section 10. Elections Committee:** It shall be the duty of this committee to
16 supervise and assist in the preparation, distribution, and counting of the ballots in **all**
17 elections (including contract ratifications) within the chapter, and certify the results to the
18 Chapter President. In addition, the committee shall ensure that election procedures are
19 in accordance with applicable provisions of the Association's Constitution & Bylaws and
20 Policy, and this constitution.
21

22 **Section 11. Grievance Committee:**
23

24 (a) It shall be the duty of the Grievance Committee to supervise and assist the
25 operation of the Chapter's Job Steward program. The committee shall ensure that all
26 grievances are handled properly in their investigation and filing and consistent in their
27 resolution.
28

29 (b) The committee shall be empowered to review proposed settlements of
30 grievances undertaken by individual members of the bargaining unit (i.e., without
31 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent
32 with provisions of the collective bargaining agreement.
33

34 (c) The committee shall review all grievances going beyond the immediate
35 supervisory level to determine whether CSEA staff assistance should be obtained. If
36 staff assistance is required, the Executive Board shall be so notified.
37

38 (d) The committee shall review all grievances being considered for arbitration
39 and recommend to the Executive Board whether each particular case should be
40 arbitrated.
41

42 **Section 12. Membership Committee:** It shall be the duty of this committee to
43 strive for 100% CSEA membership within the represented bargaining unit(s), and to
44 prepare and execute a program designed to secure new members and stimulate
45 membership attendance at chapter meetings on an ongoing basis.
46

47 **Section 13. Nominating Committee:** It shall be the duty of this committee to
48 investigate the qualifications of members for the elective executive board offices and

1 submit such nominees as in its judgment will best serve the interests of the chapter.
2 Nominations shall be reported to the chapter membership as required by Article IV of
3 this constitution.
4

5 **Section 14. Scholarship Committee:** It shall be the duty of this committee to
6 prepare scholarship applications and information, evaluate applicants, notify successful
7 candidates, and arrange for funds to be distributed.
8

9 **Section 15. Social Committee:** This committee shall coordinate all social
10 events including the end of the year barbecue and regional activities.
11

12 **Section 16. Ways & Means Committee:** This committee shall coordinate and
13 implement all fundraisers for the chapter. All funds received shall be submitted to the
14 Chapter Treasurer within five (5) days of receipt, for deposit in the chapter's treasury.
15
16

17 **ARTICLE IX** 18 **JOB STEWARDS** 19

20 **Section 1. Appointment:** Job Stewards, in sufficient numbers to serve the
21 needs of the membership, shall be appointed by the President. The Executive Board
22 shall determine the number of stewards to be appointed and area of representation of
23 each, and shall ratify all appoints.
24

25 **Section 2. Duties.** The Job Stewards shall:
26

27 (a) Attend annual training sessions for Job Stewards provided by the
28 Association and/or other appropriate training as directed by the Executive Board.
29

30 (b) Educate bargaining unit employees about their rights under the contract
31 and determine how problems arising under the contract can best be handled.
32

33 (c) Act as the basic channel of communication between the employees and
34 the chapter and relay specific member concerns to the chapter's Negotiating Committee
35 for incorporation into the bargaining proposals.
36

37 (d) Investigate and prepare grievances for processing and handle grievances
38 at the immediate-supervisory level, and be present as required during other steps of the
39 grievance procedure.
40

41 (e) Immediately inform the Chief Job Steward of all grievances received;
42 immediately report to the Chief Job Steward the settlement of grievances processed or
43 the failure to settle within contractual timelines.
44

45 (f) **Preserve the confidentiality** of personal grievances, resolve differences
46 among the membership in grievance handling; maintain a file on all grievances handled
47 which shall be turned over to the Chief Job Steward upon completion.
48

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

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

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

18

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

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

30 **Section 3. Resignation from Office**

31

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

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

39 **ARTICLE XII** 40 **DELEGATES TO CONFERENCE**

41

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

46 (a) The Chapter President.
47

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

5 **Section 2. Election:**
6

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

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

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

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

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

27 (b) Report on conference activities to the chapter membership at the first
28 chapter meeting following the conference.
29

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

35
36 **ARTICLE XIII**
37 **CONTRACT RATIFICATION**
38

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

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

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

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

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

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

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

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

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

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

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

- 32 (1) To individual bargaining unit employees utilizing the U.S. mail or
33 the employer's mail system;
34 (2) Distribution by Site Representatives or others;
35 (3) Posting in prominent locations at each worksite.
36

37 **Exception to the above:** The Association's Executive Director, or designee,
38 may approve a notice period of less than five working days upon request of the Chapter
39 President, if it is deemed an expedited ratification is advisable.
40

41 **(d) Conduct of Informational Meeting(s):**
42

43 (1) The Negotiating Committee shall review the provisions of the
44 tentative agreement and indicate its recommendations for ratification or rejection and
45 reasons therefore.
46

1 (2) If the Association recommends rejection of the tentative agreement,
2 an Association representative shall be in attendance at the meeting and shall be
3 provided ample opportunity to outline the recommendation for rejection and the reasons
4 therefore.

5
6 (3) Adequate opportunity for discussion, debate, and answering of
7 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
8 attendance shall be granted the right to participate in the discussion and debate. **They**
9 **shall not, however, have the right to make motions or vote.**

10
11 (e) **Ratification Vote:**

12
13 (1) The ratification vote shall be conducted by secret ballot at
14 designated voting sites. The location and number of voting sites and the date and times
15 for conducting the balloting shall be as determined by the Chapter President, except
16 that the balloting shall not be earlier than the day following the informational meeting(s).

17
18 (2) Only Active CSEA members in good standing employed within the
19 bargaining unit(s) shall be entitled to vote. Members shall be notified of the date,
20 time(s) and location where the balloting will be conducted for their designated site.
21 Such notice shall be issued at least five (5) working days in advance unless an
22 exception is granted by the Association's Executive Director under provisions of Policy
23 610.

24
25 (3) The balloting process and vote tally shall be conducted in
26 accordance with procedures proscribed by Association Policy 610. It shall require a
27 majority vote to ratify.

28
29 (4) The results of the balloting shall be provided to the membership no
30 later than five (5) days following the vote tally, and shall be announced at the next
31 following Chapter meeting.

32
33 **Section 5. Executed Agreement:** Every collective bargaining agreement
34 shall be executed by both the Association and appropriate representatives of this
35 chapter. No contract shall be valid which has not been ratified by the chapter
36 membership.

37
38
39 **ARTICLE XIV**
40 **CONCERTED ACTIVITIES**

41
42 **Section 1.** No concerted withholding of service shall be instituted by this
43 chapter unless such concerted action has been approved at a regular or special
44 membership meeting, advance notice having been given, by secret ballot vote of not
45 less than 65% of the Active members in good standing present and voting; and approval
46 for such concerted activity has been granted by the Association's Board of Directors.
47

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

3
4 (c) Funds then remaining shall then be distributed for purposes as
5 appropriate and authorized in accordance with provisions contained in Association
6 Policy 612.

7
8
9 **ARTICLE XVII**
10 **PARLIAMENTARY AUTHORITY**

11
12 The rules contained in the current edition of *Robert's Rules of Order, Newly*
13 *Revised* shall govern the chapter in all cases in which they are not inconsistent with this
14 constitution, the Constitution & Bylaws or Policy of the Association, and any special
15 rules the chapter may adopt. The President may appoint a Parliamentarian to assist in
16 this regard.

17
18
19 **ARTICLE XVIII**
20 **FISCAL YEAR**

21
22 The fiscal year of this chapter shall extend from January 1 through December 31,
23 inclusive.