

**CONSTITUTION OF
Palo Verde Community College District Chapter No. 180, CSEA
Adopted 1987
Revised November 13, 2023**

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 Palo Verde Community College District Chapter No. 180, CSEA.

APPROVED

California School Employees Association

Date: January 3, 2024

By: *Chance Davis*, Executive Coordinator

TABLE OF CONTENTS

	<u>Page</u>
Article I – Name and Objects	3
Article II – Membership	3
Article III – Dues and Assessments	6
Article IV – Officers & Executive Board/Election Procedures	6
Article V – Authority of Executive Board/Duties of Officers	8
Article VI – Meetings.....	12
Article VII – Control of Funds / Budget	13
Article VIII – Committees	14
Article IX – Union Stewards	16
Article X – Site Representatives	17
Article XI – Recall or Removal from Office	19
Article XII – Delegates to Conference.....	20
Article XIII – Contract Ratification	20
Article XIV – Concerted Activities	23
Article XV – Amendments to Constitution	23
Article XVI – Disbandment of Chapter	24
Article XVII – Parliamentary Authority.....	24
Article XVIII – Fiscal Year	24

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2
3
4
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ARTICLE I
NAME AND OBJECTS

Section 1. Name: The name of this organization shall be Palo Verde Community College District Chapter No. 180 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.

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
2 the 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. Such status may be
9 maintained until expiration of the approved leave of absence or reemployment list, or
10 until returned to paid employment status in an eligible position [as defined by paragraph
11 (a) above], whichever occurs first. Such status requires continued payment of dues at
12 half (1/2) the rate required of them as an Active member at the time the leave or
13 placement on the reemployment list occurred. Such dues shall be paid annually in
14 advance, or for the number of months of the approved leave if less than one (1) year.
15 Such members shall be eligible to continue to receive such membership benefits as are
16 generally made available to the Active membership, unless specifically excluded by
17 contract. They shall not, however, be accorded voice or vote in Chapter or Association
18 affairs.
19

20 **Section 2.** Active membership shall be effective upon the completion, dating,
21 and signing of an official CSEA application form as provided by the Association, and
22 execution of a valid authorization for payroll deduction of dues or payment of at least
23 one (1) year's dues in advance. The application shall be immediately forwarded,
24 together with advance dues received if any, to the Association. The Association shall
25 send payroll deduction 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 the
34 member pays 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.
49

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. However, the dues authorization signed by a member is a contract which
4 by law is not terminable without reasonable advance written notice being provided to the
5 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
6 being ten (10) working days.

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

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

14
15 (7) Actions pursuant to Sections 4 or 5 below.

16
17 **Section 4. Delinquency & Resignation:**

18
19 (a) Members who no longer wish to retain that status may resign CSEA
20 membership by providing a ten (10) working day advance written notification to the
21 Area's assigned CSEA Field Office. Such notification must include the member's name,
22 address, employer's name or Chapter name, the last four (4) digits of their social
23 security number, and CSEA ID or Employee ID number.

24
25 (b) Any member failing to pay all dues owed for sixty (60) days shall be
26 deemed delinquent and shall not be considered to be in good standing until such
27 delinquency has been remitted.

28
29 (c) Members who have resigned shall, upon reapplication, be admitted as
30 new members.

31
32 **Section 5. Expulsion, Suspension, Discipline:**

33
34 (a) No member may be involuntarily removed from the membership rolls
35 except as provided for in Sections 3 and 4 above, or in accordance with the procedures
36 for expulsion, suspension and discipline of members as specified in the Association
37 Constitution.

38
39 (b) All matters for proposed disciplinary action against members shall be
40 referred to the Association for action, except that members may be recalled from office
41 in accordance with provisions of Article XI of this Constitution.

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ARTICLE III
DUES and ASSESSMENTS

Section 1. Association Per Capita Dues

(a) Per capita dues to the Association for Active members shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (excluding overtime, but including longevity, professional growth and anniversary increments), but not to exceed a maximum of \$472.50 for the 12-month period commencing each September 1st and continuing through the following August 31st. Said dues shall be payable by payroll deduction or annually in advance direct to the Association.

(1) Payroll deduction shall commence in September of each year and continue through the following August for each month the member is in a paid status, or until the maximum of \$472.50 has been deducted, whichever comes first.

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

Section 2. Chapter Dues. Local Chapter dues for Active members of this Chapter shall be \$24.00 per year, payable by payroll deduction during each of the months September through June in which the member is in regular paid status; or payable annually in advance to the Chapter Treasurer.

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

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

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

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ARTICLE IV
OFFICERS & EXECUTIVE BOARD/ELECTION PROCEDURES

Section 1. Officers: The following officers shall be elected by and from among the total Active membership of the Chapter, regardless of the location of their employment: President, Vice President, Secretary, Treasurer, Communications Officer, Chief Union Steward.

1 **Section 2. Executive Board:** The elected officers designated in Section 1
2 shall constitute the Executive Board of this Chapter.

3
4 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
5 the Active members of the Chapter who are in good standing.

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 (1)
9 Executive Board office.

10
11 **Section 4. Nominating and Election Procedures:**

12
13 (a) Nominations to fill the elective offices of President, Secretary, and Chief
14 Union Steward, shall be submitted in the even-numbered years. Nominations to fill the
15 elective offices of Vice President, Treasurer, and Communications Officers, shall be
16 submitted in odd-numbered years.

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

20
21 (d) When there is more than one (1) nominee for an office, the Elections
22 Committee, as selected pursuant to Article VIII of the constitution, shall oversee the
23 election process and retrieve the results of the online balloting. All procedural matters
24 relating to the online balloting process and tally shall be conducted in accordance with
25 Association Policy 618.

26
27 (1) The Elections Committee shall request an online ballot from the
28 CSEA Executive Department. Upon verification that the online ballot is available, the
29 Elections Committee shall prepare an election notice. Each notice shall include the
30 appropriate information needed to cast an online ballot, such as the dates of balloting,
31 instructions on how to access the online ballot via the internet, the member's
32 identification and password code.

33
34 (e) The Chapter President shall set the dates for online balloting, which shall
35 begin no sooner than December 1. The online balloting shall be available on the same
36 day the election notice is mailed and shall remain open until the date set to close.

37
38 (f) The election notice shall be sent at least five (5) working days in advance
39 of the date set for online balloting to close. Notice must be mailed via U.S. First Class
40 mail to each CSEA member in good standing who is eligible to vote in the election at the
41 last known home address, except that notice may be e-mailed to such members who
42 have an e-mail address on file with the chapter.

43
44 (g) The Chapter President shall provide advance notice to all candidates so
45 that they or their representative may be present to observe the entire balloting process,
46 including the preparation and distribution of the online election notices.

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1 (h) It shall require a plurality vote to elect. If a tie exists, the election shall be
2 determined by lot (draw) between the tied candidates. Write-in votes shall not be
3 accepted. The official ballot tally shall be provided in writing to all candidates and
4 notices posted accessible to all Chapter members within five (5) working days and shall
5 be announced at the next following Chapter meeting at which the presiding officer shall
6 officially declare the winning candidates or announce such other action as may be
7 necessary.

8
9 (i) All election documents, including notices of nomination and election
10 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
11 all challenges to the election or charges of misconduct in running the election have
12 been resolved, whichever is the longer period.

13
14 **Section 5. Terms of Office:** Elected officers shall take office and assume
15 their duties on the January 1 following their election and shall continue to serve for
16 two (2) years or until their successors are elected, provided that any officer shall
17 automatically forfeit such office if they cease to be an Active member in good standing.

18
19 **Section 6. Vacancies:**

20
21 (a) A vacancy in the office of President shall be filled by the Vice President.

22
23 (b) For vacancies in any other elected office, the Executive Board shall submit
24 its recommendation to fill the office in writing to the Chapter membership at least five (5)
25 working days in advance of a designated Chapter meeting. Nominations from the floor
26 shall also be accepted at said meeting. If there are no nominations from the floor, the
27 Executive Board's candidate shall be declared elected. If nominations from the floor are
28 made, a secret ballot election shall be conducted among the Active members in good
29 standing present.

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

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

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

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

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

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

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

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

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

16
17 (b) Fix the time and place of meetings except as otherwise directed by the
18 membership.

19
20 (c) Set the agenda for Chapter meetings, as noted in Article VI.

21
22 (d) Appoint and direct the activities of the various committees, standing or
23 special, required by this constitution or established by the Executive Board, or as may
24 be ordered by vote of the membership, except as otherwise provided herein.

25
26 (e) Attend all regional presidents' meetings (RPMs) and such other meetings
27 as required by the Association or direction of the Chapter, and report back to the
28 Executive Board and Chapter membership at the next Chapter meeting, with
29 recommendations for Chapter action or as otherwise required.

30
31 (f) Serve as a member of the Membership Committee, and promote and
32 participate in membership recruitment activity to build the union.

33
34 (g) Perform such other duties as normally pertain to the office of President or
35 ordered by this constitution.

36
37 **Section 4. Vice President:** The Vice President shall:

38
39 (a) In the absence or disability of the President, possess all of the powers and
40 perform all of the duties of the President.

41
42 (b) At all times assist the President in the performance of their duties.

43
44 (c) Assume the office of President if a vacancy occurs.

45
46 (d) Serve as Chairperson of the Membership Committee, and promote and
47 participate in membership recruitment activity to build the union.

48
49 (e) Coordinate and direct the activities of the Site Representatives.

1 (f) In coordination with the Chief Union Steward, call and conduct periodic
2 meetings between the Site Representatives and Union Stewards to ensure an
3 appropriate level of communication and coordination between these programs.
4

5 (g) Coordinate the activities of the standing committees.
6

7 (h) 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 the 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) Serve as a member of the Membership Committee, and promote and
34 participate in membership recruitment activity to build the union.
35

36 (h) Perform such other duties as normally pertain to the office of Secretary or
37 as may be assigned by the President/Executive Board or ordered by this constitution.
38

39 **Section 6. Treasurer:** The Treasurer shall:
40

41 (a) Receive all funds of the Chapter and keep and disburse same under the
42 direction of the President and as required by the Constitution & Bylaws of the
43 Association and this Chapter.
44

45 (b) Keep or cause to be kept regular books and full accounts which shall be
46 open at all times to inspection of the President or the agent and the Auditing Committee.
47

48 (c) Provide access to all records, vouchers and statements to the Auditing
49 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 financial report to include the last day of the fiscal
6 year, and immediately submit same to the President for review and forwarding to the
7 Association, and the membership.
8

9 (f) Promptly forward membership applications and dues payments to the
10 Association. The Association shall send payroll deduction authorizations to the
11 appropriate 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 CSEA Headquarters within thirty (30) 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) Serve as a member of the Membership Committee, and promote and
23 participate in membership recruitment activity to build the union.
24

25 (k) Perform such other duties as normally pertain to the office of Treasurer or
26 as may be assigned by the President/Executive Board or ordered by this constitution.
27

28 **Section 7. Communications Officer:** The Communications Officer shall:
29

30 (a) Edit and distribute a newsletter or similar publication as may be authorized
31 by the Executive Board and the Chapter membership.
32

33 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
34 and official publications of the Association.
35

36 (c) Serve as a member of the Membership Committee, and promote and
37 participate in membership recruitment activity to build the union.
38

39 (d) Perform such other duties as normally pertain to the Communications
40 Officer or as may be assigned by the President/Executive Board or ordered by this
41 constitution.
42

43 **Section 8. Chief Union Steward:** The Chief Union Steward shall:
44

45 (a) Ensure that the Union Steward program of the Chapter functions
46 according to the requirements set forth in this constitution; ensure that all grievances
47 are handled properly in their investigation and filing, and consistent in their resolution.
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1 (b) Maintain the necessary records on matters of contract enforcement to
2 permit the Chapter to effectively represent bargaining unit employees.

3
4 (c) Process all grievances not settled at the immediate-supervisory level,
5 unless CSEA staff assistance is required. If staff assistance is required, the President
6 shall be notified.

7
8 (d) Keep the Executive Board informed on all grievance activity.

9
10 (e) Review all grievances being considered for arbitration and recommend to
11 the Executive Board whether each particular case should be arbitrated.

12
13 (f) Serve as a member of the Membership Committee, and promote and
14 participate in membership recruitment activity to build the union.

15
16 (g) In coordination with the Vice President, call and conduct periodic meetings
17 between the Site Representatives and Union Stewards to ensure an appropriate level of
18 communication and coordination between these programs.

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21 **ARTICLE VI**
22 **MEETINGS**

23
24 **Section 1.** Regular business meetings of this Chapter shall be held during the
25 months of September through June, inclusive. The schedule of such meetings shall be
26 established in January of each year for the succeeding twelve (12) month period and
27 shall be provided to the membership.

28
29 **Section 2.** Special meetings of the Chapter may be called by the Chapter
30 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the
31 Executive Board or upon petition to the President of twenty percent (20%) of the
32 Chapter membership.

33
34 **Section 3. Meeting Notices:**

35
36 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
37 shall precede all Chapter meetings at least five (5) days in advance to allow members a
38 reasonable opportunity to attend. Said notice shall include a summary of the business
39 to be acted upon, and the time, date and place of the meeting.

40
41 (b) **Special Meetings.** Notice for special meetings shall include the specific
42 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
43 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
44 may be given in an emergency situation.

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1 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members
2 present, the order of business at regular Chapter meetings shall be:
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- 4 (1) Pledge of Allegiance to the Flag
- 5 (2) Approval of Minutes of the Previous Meeting
- 6 (3) Communications
- 7 (4) Report of Executive Board Actions
- 8 (5) Treasurer's Report
- 9 (6) Committee Reports
 - 10 (a) Report of the Membership Committee/Recognition of New Members
 - 11 (b) Report of the Negotiating Committee
 - 12 (c) Union Steward/Site Representative Reports
 - 13 (d) Other Committees as Required
- 14 (7) Unfinished Business
- 15 (8) New Business
- 16 (9) Good of the Order
- 17 (10) Adjournment

18 **Section 5. Quorum for Meetings:** It shall require at least ten (10) members
19 in good standing in attendance at any Chapter meeting for business to be conducted.
20
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23 **ARTICLE VII**
24 **CONTROL OF FUNDS / BUDGET**
25

26 **Section 1.** All funds received shall be deposited in the name of Palo Verde
27 Community College District Chapter No. 180, CSEA, in such bank or other financial
28 institution as approved by the Executive Board. The use of chapter debit cards is
29 strictly prohibited. No funds shall be disbursed except by check, duly authorized and
30 signed by the Treasurer and the President. In the event of absence of, inability to act
31 by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature
32 of the President and one (1) of the following: Vice President, Secretary.
33

34 **Section 2.** The Executive Board shall prepare an annual budget for approval
35 of the Chapter membership no later than January of each year, which shall contain
36 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
37 fund, if any. The approved budget shall then regulate the expenditures of the Chapter.
38 Expenditures in excess of those approved in the budget must have prior approval of the
39 Chapter membership, except that expenditures under \$100 may be approved by the
40 Executive Board and reported to the Chapter membership at the next Chapter Meeting.
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**ARTICLE VIII
COMMITTEES**

Section 1. Standing Committees: The following shall be the standing committees of the Chapter: Auditing, Elections, Membership, Negotiating, Political Action. 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 President 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 President or the Chapter membership may deem necessary to perform a specified task for the welfare of the Chapter may be appointed. The President 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.

Section 4. The President shall be an ex-officio member of all committees, except the Auditing and Elections Committees.

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

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

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

Section 8. Elections Committee: It shall be the duty of this committee to supervise and assist in the preparation, distribution, and counting of the ballots in all elections (including contract ratifications) within the Chapter, and certify the results to the Chapter President. In addition, the committee shall ensure that election procedures are in accordance with applicable provisions of the Association's Constitution & Bylaws and Policy, and this constitution.

1 **Section 9. Membership Committee:** It shall be the duty of this committee to
2 strive for 100% CSEA membership within the chapter, to develop and execute a
3 program designed to secure new members especially at new employee orientations,
4 and stimulate membership attendance at Chapter meetings on an ongoing basis. All
5 members of the Executive Board shall serve as members of this committee in addition
6 to any other members appointed.

7
8 **Section 10. Negotiating Committee (Team):**

9
10 (a) The Negotiating Committee shall consist of a chairperson as designated
11 by the Chapter President, plus three (3) representatives from the membership at large.

12
13 (b) One (1) committee member shall be appointed by the President from
14 among the members in good standing.

15
16 (c) Two (2) committee members shall be elected from among the active
17 members in good standing.

18
19 (d) Term of office for the appointed members shall commence upon their
20 appointment and continue for two (2) years or until their successors are appointed.

21
22 (e) Vacancies shall be filled by appointment by the President for the
23 remainder of the original term only.

24
25 (f) **Duties:** It shall be the duty of the Negotiating Committee to:

26
27 (1) Research issues and prepare and submit initial bargaining
28 proposals (including proposals on re-openers) for review and approval of members in
29 good standing of the bargaining unit(s) prior to commencement of negotiations.

30
31 (2) Negotiate the contract (including re-openers and modifications) for
32 and on behalf of the Chapter with assistance from CSEA field staff.

33
34 (3) Keep the Executive Board and the membership informed on the
35 progress of negotiations and solicit membership input where advisable.

36
37 (4) Ensure that all bargained agreements are submitted for ratification
38 of the bargaining unit(s) in accordance with Article XIII of this constitution.

39
40 **Section 11. Political Action Committee:** It shall be the duty of this committee
41 to:

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

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

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

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

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

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

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

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

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

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40 **ARTICLE IX**
41 **UNION STEWARDS**

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43 **Section 1. Appointment:** The Chapter President shall appoint Union
44 Stewards, subject to the ratification of the Executive Board, to serve each school. The
45 President shall determine the number of Stewards to be appointed for each area of
46 representation.

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1 **Section 2. Term of Office:** Term of office for Union Stewards shall be from
2 the January 1 following their appointment to the end of the Chapter and fiscal year, or
3 until their successors are appointed, provided that any Union Steward shall
4 automatically forfeit such office if they cease to be an Active member in good standing
5 employed within the designated service area. Vacancies shall be filled by appointment
6 of the President, ratified by the Executive Board, from among the qualified members in
7 good standing employed within the affected service area, for the remainder of the
8 original term only.
9

10 **Section 3. Duties:** The Union Steward(s) shall:

11 (a) Attend annual training sessions for Union Stewards provided by the
12 Association and/or other appropriate training as directed by the President.
13

14 (b) Attend periodic Site Representative/site council meetings as directed by
15 the Chief Union Steward.
16

17 (c) Educate bargaining unit employees about their rights under the contract
18 and determine how problems arising under the contract can best be handled.
19

20 (d) Act as the basic channel of communication between the employees and
21 the Chapter and relay specific member concerns to the Chapter's Negotiating
22 Committee for incorporation into the bargaining proposals.
23

24 (e) Investigate and prepare grievances for processing and handle grievances
25 at the immediate-supervisory level, and be present as required during other steps of the
26 grievance procedure.
27

28 (f) Immediately inform the Chief Union Steward of all grievances received;
29 immediately report to the Chief Union Steward the settlement of grievances processed
30 or the failure to settle within contractual timelines.
31

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

36 37 38 **ARTICLE X** 39 **SITE REPRESENTATIVES** 40

41 **Section 1. Appointment:** A Site Representative Coordinator and Site
42 Representative(s) shall be appointed by the President and ratified by the Executive
43 Board.
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1 **Section 2. Term of Office:** Term of office for the Site Representative
2 Coordinator and Site Representative(s) shall be from the date of appointment to the end
3 of the Chapter fiscal year, or until their successor is appointed, provided that any Site
4 Representative Coordinator and Site Representative(s) shall automatically forfeit such
5 office if they cease to be an Active member in good standing. A vacancy in either office
6 shall be filled for the remainder of the original term only by the requirements in Section 1
7 above.

8
9 **Section 3. Duties:** The Site Representative Coordinator shall:

10
11 (a) Guide, train, and direct the Chapter's Site Representative(s) in the
12 performance of their duties. Ensure that the communications network flows from
13 Association to Chapter to site, and from site to Chapter to Association.

14
15 (b) Work cooperatively with chapter leadership on all matters of
16 communication, to enable involvement of all bargaining unit members.

17
18 (c) Keep the Executive Board informed of all bargaining unit employees'
19 issues and concerns as reported by each site representative.

20
21 (d) Conduct monthly check-ins with the Site Representative(s). Attend
22 Membership Committee meetings.

23
24 **Section 4. Site Representative duties shall be to:**

25
26 (a) Recruit employees into CSEA membership and educate employees about
27 CSEA.

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

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

37
38 (d) Relay member concerns to the appropriate Union Steward or other
39 Chapter officer.

40
41 (e) Attend Chapter meetings; attend training workshops and other seminars
42 as directed and approved by the Chapter President; attend joint Union Steward/Site
43 Representative (site council) meetings as may be called by the Chief Union Steward
44 and/or the Vice President.

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1 **ARTICLE XI**
2 **RECALL OR REMOVAL FROM OFFICE**

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4 **Section 1. Recall of Elected Offices**
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6 (a) Any member of the Executive Board, and conference delegates and
7 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of
8 Active members of the Chapter in good standing present and voting at a meeting called
9 for the purpose of a recall action.

10
11 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
12 Board or thirty percent (30%) of the members in good standing eligible to vote on the
13 individual being recalled. The petition shall state the specific reasons in support of the
14 recall, and the petition shall be presented to the Executive Board and to the individual.
15

16 (c) Upon receipt of the petition, the Executive Board shall arrange for a
17 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
18 following its receipt, at which the charged person shall be afforded opportunity to rebut
19 the charges, including presentation and cross-examination of witnesses as may be
20 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
21 shall be restricted to members of the Executive Board and members of the Chapter in
22 good standing who are eligible to vote on the particular recall action, authorized
23 representatives of the Association, and such witnesses as may be pertinent to the
24 action. Notice specifying time, date, and place and the specific nature/purpose of the
25 meeting shall be issued to those eligible for attendance at least ten (10) days in
26 advance.
27

28 **Section 2. Removal of Appointed Offices**
29

30 (a) Any appointee of the President/Executive Board may be removed from
31 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
32 provided such person shall be provided at least five (5) days advance notice of the
33 reasons for removal and the time, date and place where the Board will meet to vote on
34 the matter. At said meeting the member shall be afforded an opportunity to provide
35 rebuttal argument prior to the vote being taken.
36

37 (b) Any appointed committee chairperson or member failing to attend three
38 (3) consecutive committee meetings, unless excused for cause, shall be automatically
39 removed from the committee.
40

41 **Section 3. Resignation from Office**
42

43 (a) A resignation by an elected officer is not effective until acknowledged by
44 the Active members in good standing present at a Chapter meeting.
45

46 (b) A resignation by any appointee of the President/Executive Board is not
47 effective until acknowledged by the President/Executive Board.
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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, to include an alternate for the President, shall also be elected.

(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 (1) 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.

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ARTICLE XIII
CONTRACT RATIFICATION

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

1 **Section 2. Initial Proposals:**
2

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

5
6 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
7 shall be submitted to the Field Director and Labor Relations Representative for review.
8

9 **Section 3. Negotiated Agreement:**
10

11 (a) When the Negotiating Committee has negotiated a contract, tentative
12 agreement, or modifications to an existing contract, it shall immediately submit one (1)
13 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for
14 review by the Association prior to membership ratification.
15

16 (1) All contract modifications shall be submitted to the Labor Relations
17 Representative for review by the Association. However, membership ratification shall
18 not be required for those items listed as exceptions to the definition of "modifications"
19 within the provisions of Association Policy 610, unless they are included as part of
20 contract re-opener negotiations.
21

22 **Section 4. Ratification Procedures:**
23

24 (a) A copy of the tentative agreement or a summary of the tentative
25 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the
26 "contract information" meeting. The Negotiating Committee shall include a statement
27 recommending ratification of the agreement. If a summary only is provided, copies of
28 the tentative agreement containing the exact language of the proposal shall be provided
29 for review at the meeting.
30

31 (b) The Chapter President shall set the date, time and place for one (1) or
32 more "contract information" meetings, which shall be open to attendance by all
33 employees within the bargaining unit(s), whether or not they are CSEA members.
34

35 (c) Notice of the "contract information" meeting(s) shall be issued to all
36 bargaining unit employees no later than five (5) working days in advance of the
37 scheduled date. Distribution of said meeting notice(s) shall be at the discretion of the
38 Chapter President, utilizing any of the following methods, which it determines to be most
39 efficient:
40

- 41 (1) To individual bargaining unit employees utilizing the U.S. mail or
42 the employer's mail system;
43 (2) Distribution by Site Representatives or others;
44 (3) Posting in prominent locations at each worksite.
45

46 **Exception to the above:** The Association's Executive Director, or designee,
47 may approve a notice period of less than five (5) working days upon request of the
48 Chapter President, if it is deemed an expedited ratification is advisable.
49

1 (d) **Conduct of Informational Meeting(s):**

2
3 (1) The Negotiating Committee shall review the provisions of the
4 tentative agreement and indicate its recommendations for ratification.

5
6 (2) If the Association recommends rejection of the tentative agreement,
7 an Association representative shall be in attendance at the meeting and shall be
8 provided ample opportunity to outline the recommendation for rejection and the reasons
9 therefore.

10
11 (3) Adequate opportunity for discussion, debate, and answering of
12 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
13 attendance shall be granted the right to participate in the discussion and debate. They
14 shall not, however, have the right to make motions or vote.

15
16 (e) **Ratification Vote:**

17
18 (1) The ratification vote shall be by online balloting following the
19 informational meeting(s). The Chapter Elections Committee shall oversee the ratification
20 process and conduct the vote tally. All procedural matters relating to the online balloting
21 process and tally shall be conducted in accordance with Association Policy 610.

22
23 (2) The Elections Committee shall request an online ballot from the
24 CSEA Executive Department. Upon verification that the online ballot is available, the
25 Elections Committee shall prepare a ballot notice. Each notice shall include the
26 appropriate information needed to cast an online ballot, such as the dates of balloting,
27 instructions on how to access the online ballot via the internet, the member's
28 identification and password code.

29
30 (3) The Chapter President shall set the dates for online balloting, which
31 shall begin no sooner than the day after the final informational meeting. The online
32 balloting shall be available on the same day the ballot notice is distributed and shall
33 remain open until the date set to close.

34
35 (4) The ballot notice shall be sent at least five (5) working days in
36 advance of the date set for online balloting to close. Notice must be mailed via U.S. First
37 Class mail to each CSEA member in good standing employed in the bargaining unit(s)
38 at the last known home address, except that notice may be e-mailed to such members
39 who have an e-mail address on file with the Chapter.

40
41 (5) It shall require a majority of the votes cast to ratify. The results of
42 the balloting shall be provided to the membership no later than five (5) days following
43 the vote tally and shall be announced at the next Chapter meeting.

44
45 **Section 5. Executed Agreement:** Every collective bargaining agreement
46 shall be executed by both the Association and appropriate representatives of this
47 Chapter. No contract shall be valid which has not been ratified by the Chapter
48 membership.

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ARTICLE XIV CONCERTED ACTIVITIES

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

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

ARTICLE XV AMENDMENTS TO CONSTITUTION

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

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

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

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

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**ARTICLE XVI
DISBANDMENT OF CHAPTER**

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

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

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

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

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**ARTICLE XVII
PARLIAMENTARY AUTHORITY**

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

**ARTICLE XVIII
FISCAL YEAR**

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