

**CONSTITUTION OF
North Coast School Employees Chapter No. 492, CSEA
Adopted June 6, 2000
Latest Revision March 17, 2011**

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 North Coast School Employees Chapter No. 492, CSEA.

APPROVED

California School Employees Association

Date: October 25, 2011

By: *Denise K. Jensen*, Senior Executive Manager

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be North Coast School Employees Chapter No. 492 of the California School Employees Association.

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

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**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

1 (4) Active members of this Chapter must also be Active members of
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
5 unpaid leave of absence by the employer, or (2) is placed on a reemployment list for
6 reasons other than layoff and is not otherwise in a paid status with the employer, or (3)
7 is laid off and elects not to continue as an Active member under provisions of paragraph
8 (a)(1) above, may continue membership in an "Inactive" status until expiration of the
9 approved leave of absence or reemployment list, or until returned to paid employment
10 status in an eligible position [as defined by paragraph (a) above], whichever occurs first,
11 upon continued payment of dues at half (1/2) the rate required of them as an Active
12 member at the time the leave or placement on the reemployment list occurred. Such
13 dues shall be paid annually in advance, or for the number of months of the approved
14 leave if less than one (1) year. Such members shall be eligible to continue to receive
15 such membership benefits as are generally made available to the Active membership,
16 unless specifically excluded by contract. They shall not, however, be accorded voice or
17 vote in Chapter or 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 (1) 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
18 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the
19 dues required of Active members of the Chapter (less any local Chapter fees unless
20 collection of local Chapter fees has been approved by the Association) subject to
21 annual requests for advance refunds of the portion of fair share service fees that CSEA
22 determines will be used for purposes not related to collective bargaining, in accordance
23 with the policies 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 thirty (30) days shall be conclusively presumed to have resigned his/her
41 membership effective on said date and if applicable shall be subject to paragraph (a)
42 above and such action as may be provided under the collective bargaining agreement.

43
44 (c) Members who have resigned shall, upon reapplication, be admitted as
45 new members.

46
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1 (e) Notices of the time, date, and place for nominations and balloting, and all
2 other procedural matters relating to conducting these elections, shall be in accordance
3 with provisions of Association Policy 618.
4

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

9 (g) All ballots, including used, unused, invalid and challenged ballots, tally
10 sheets and related election documents, including notices of nomination and election
11 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
12 all challenges to the election or charges of misconduct in the running of the election
13 have been resolved, whichever is the longer period.
14

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

20 **Section 6. Vacancies:**

21 (a) A vacancy in the office of President shall be filled by the Vice President.
22
23

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

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

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

44 A report on all actions taken by the Executive Board shall be made to the
45 membership at the next regular or special Chapter meeting, with such actions subject to
46 membership ratification if appropriate.
47
48

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

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

9 A majority of the members of the Executive Board shall constitute a quorum.
10

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

16 **Section 3. President:** The President shall:
17

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

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

24 (c) Set the agenda for Chapter meetings, as noted in Article VI.
25

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

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

35 (f) Coordinate the activities of the standing committees.
36

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

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

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

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

47 (c) Assume the office of President if a vacancy occurs.
48

1 (d) Serve as Chairperson of the Membership Committee.

2
3 (e) Coordinate and direct the activities of the Site Representatives.

4
5 (f) Serve as Chief Job Steward as follows:

6
7 (1) Attend training sessions for Chief Job Stewards provided by the
8 Association and/or other appropriate training as directed by the President.

9
10 (2) Ensure that the Job Steward program of the Chapter functions
11 according to the requirements set forth in this constitution; ensure that all grievances
12 are handled properly in their investigation and filing, and consistent in their resolution.

13
14 (3) Maintain the necessary records on matters of contract enforcement
15 to permit the Chapter to effectively represent bargaining unit employees.

16
17 (4) Process all grievances not settled at the immediate-supervisory
18 level, unless CSEA staff assistance is required. If staff assistance is required, the
19 President shall be notified.

20
21 (5) Keep the Executive Board informed on all grievance activity.

22
23 (6) Review all grievances being considered for arbitration and
24 recommend to the Executive Board whether each particular case should be arbitrated.

25
26 (7) In coordination with the Vice President, call and conduct periodic
27 meetings between the Site Representatives and Job Stewards to ensure an appropriate
28 level of communication and coordination between these two programs.

29
30 (g) Perform such other duties as may be assigned by the President/Executive
31 Board or ordered by this constitution.

32
33 **Section 5. Secretary:** The Secretary shall:

34
35 (a) Keep an accurate record of all proceedings of Chapter and Executive
36 Board meetings, including an accurate roll of members and officers in attendance at
37 each.

38
39 (b) Keep an accurate roster of the officers of the Chapter and see that such
40 information is forwarded to the Association as required.

41
42 (c) Issue notices of all meetings of the Executive Board and Chapter
43 meetings, which shall include notice of matters for discussion at same.

44
45 (d) Notify members of all committees of their appointment/election.

46
47 (e) Have custody of all correspondence, official documents and historical
48 records of the Chapter, which shall be open at all times for the inspection of the

1 President or his/her agent and members of the Executive Board.

2
3 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
4 Association and the constitution of this Chapter and see that copies of same are
5 available for reference at all Executive Board and Chapter meetings, and available for
6 inspection by the general membership upon request.

7
8 (g) Perform such other duties as normally pertain to the office of Secretary or
9 as may be assigned by the President/Executive Board or ordered by this constitution.

10
11 **Section 6. Treasurer:** The Treasurer shall:

12
13 (a) Receive all funds of the Chapter and keep and disburse same under the
14 direction of the President and as required by the Constitution & Bylaws of the
15 Association and this Chapter.

16
17 (b) Keep or cause to be kept regular books and full accounts which shall be
18 open at all times to inspection of the President or his/her agent and the Auditing
19 Committee.

20
21
22 (c) Provide access to all records, vouchers and statements to the Auditing
23 Committee for annual inspection at the close of each fiscal year.

24
25 (d) Report at each meeting of the Executive Board and Chapter as to the
26 financial condition of the treasury with a detailed statement of receipts and expenditures
27 and accounts payable, to include per capita dues/fees paid and owed to the Association
28 if any. The report to the Executive Board should also include copies of the bank
29 statement(s)/reconciliation(s).

30
31 (e) Prepare the annual PERB financial report to include the last day of the
32 fiscal year, and immediately submit same to the President for review and forwarding to
33 the Association, and the membership.

34
35 (f) Promptly process and forward membership applications and dues
36 payments to CSEA Headquarters and payroll deduction authorizations to proper district
37 office for processing.

38
39 (g) Maintain an accurate record of members in good standing, and prepare
40 such monthly reports and remittances as may be required by the Association and
41 promptly forward to CSEA Headquarters within thirty (30) days of request.

42
43 (h) Assist in preparation of the Chapter budget.

44
45 (i) Upon leaving office, sign such bank signature cards or other documents
46 necessary for the transfer of all Chapter accounts to the new Treasurer.

47
48 (j) Perform such other duties as normally pertain to the office of Treasurer or

1 as may be assigned by the President/Executive Board or ordered by this constitution.
2

3 **Section 7. Public Relations Officer:** The Public Relations Officer shall:
4

5 (a) Edit and distribute a newsletter or similar publication as may be authorized
6 by the Executive Board and the Chapter membership.
7

8 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
9 and official publications of the Association.
10

11 (c) Perform such other duties as normally pertain to the Public Relations
12 Officer or as may be assigned by the President/Executive Board or ordered by this
13 constitution.
14

15 **Section 8. Immediate Past President:** The Immediate Past President shall
16 be a member of the Executive Board and perform such duties as may be assigned by
17 the President and/or the Executive Board.
18

19 20 **ARTICLE VI** 21 **MEETINGS** 22

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

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

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

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

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

45 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members
46 present, the order of business at regular Chapter meetings shall be:
47
48

- 1 (1) Pledge of Allegiance to the Flag
- 2 (2) Approval of Minutes of the Previous Meeting
- 3 (3) Communications
- 4 (4) Report of Executive Board Actions
- 5 (5) Treasurer's Report
- 6 (6) Committee Reports
- 7 (a) Report of the Membership Committee/Recognition of New Members
- 8 (b) Report of the Negotiating Committee
- 9 (c) Job Steward/Site Representative Reports
- 10 (d) Other Committees as Required
- 11 (7) Unfinished Business
- 12 (8) New Business
- 13 (9) Good of the Order
- 14 (10) Adjournment

15
16 **Section 5. Quorum for Meetings:** It shall require at least five (5) members in
17 good standing in attendance at any Chapter meeting for business to be conducted.

18
19
20 **ARTICLE VII**
21 **CONTROL OF FUNDS / BUDGET**
22

23 **Section 1.** All funds received shall be deposited in the name of North Coast
24 School Employees Chapter No. 492, CSEA, in such bank or other financial institution as
25 approved by the Executive Board. No funds shall be disbursed except by check, duly
26 authorized and signed by the Treasurer and the President. In the event of absence of,
27 inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed
28 upon signature of the President and one (1) of the following: Vice President, Secretary.

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

37
38
39 **ARTICLE VIII**
40 **COMMITTEES**
41

42 **Section 1. Standing Committees:** The following shall be the standing
43 committees of the Chapter: Auditing, Elections, Membership, Negotiating, and Political
44 Action. Unless otherwise specified herein, the President shall, as soon as possible after
45 January 1 of each year, appoint the chairpersons and members of the standing
46 committees, which appointment shall be subject to the ratification of the Executive
47 Board. The President shall determine the number of members to be appointed to each,
48 except as otherwise provided herein.

1 **Section 2. Ad Hoc Committees:** Such other committees as the President or
2 the Chapter membership may deem necessary to perform a specified task for the
3 welfare of the Chapter may be appointed. The President shall determine the
4 composition of such committees and the timelines for completion of their assigned
5 duties. Such ad hoc committees shall cease to function upon completion of their
6 specified task.

7
8 **Section 3.** The President shall act as coordinator of all appointed committees.
9

10 **Section 4. Quorum:** A majority of the members of any committee must be
11 present at any meeting to constitute a quorum.
12

13 **Section 5. Terms:** Unless otherwise provided herein, the term of office for all
14 committees shall be from January 1 until the end of the Chapter and fiscal year or until
15 their successors are appointed, provided that any committee member shall
16 automatically forfeit the office if they cease to be an Active member in good standing.
17

18 **Section 6. Auditing Committee:** It shall be the duty of this committee to
19 receive and audit the books and records of the Treasurer immediately after the close of
20 each fiscal year, and at such other times as may be directed by the President, and
21 report its findings to the Chapter membership.
22

23 **Section 7. Elections Committee:** It shall be the duty of this committee to
24 supervise and assist in the preparation, distribution, and counting of the ballots in all
25 elections (including contract ratifications) within the Chapter, and certify the results to
26 the Chapter President. In addition, the committee shall ensure that election procedures
27 are in accordance with applicable provisions of the Association's Constitution & Bylaws
28 and Policy, and this constitution.
29

30 **Section 8. Membership Committee:** It shall be the duty of this committee to:
31

32 (a) Strive for 100% CSEA membership within the represented bargaining unit.
33

34 (b) Prepare and execute a program designed to secure new members and
35 stimulate membership attendance at Chapter meetings on an ongoing basis.
36

37 **Section 9. Negotiating Committee (Team):**
38

39 (a) The Negotiating Committee shall consist of the Chapter President and one
40 (1) representative from the membership-at-large.
41

42 (b) The committee member shall be appointed by the President from among
43 the members in good standing and ratified by the membership.
44

45 (c) Term of office for the appointed member shall commence upon his/her
46 appointment and continue until negotiations in progress are completed.
47
48

1 (d) Vacancies shall be filled by special appointment by the President for the
2 remainder of the original term only.

3
4 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

5
6 (1) Research issues and prepare and submit initial bargaining
7 proposals (including proposals on re-openers) for review and approval of members in
8 good standing of the bargaining unit(s) prior to commencement of negotiations.

9
10 (2) Negotiate the contract (including re-openers and modifications) for
11 and on behalf of the Chapter with assistance from CSEA field staff.

12
13 (3) Keep the Executive Board and the membership informed on the
14 progress of negotiations and solicit membership input where advisable.

15
16 (4) Ensure that all bargained agreements are submitted for ratification
17 of the bargaining unit(s) in accordance with Article XIII of this constitution.

18
19 **Section 10. Political Action Committee:** It shall be the duty of this committee
20 to:

21
22 (a) Develop and implement a Chapter alert system designed for emergency
23 contact of the membership when immediate Chapter action is necessary on contract
24 matters, legislative and political issues, and other items of importance to the Association
25 and Chapter.

26
27 (b) Keep the members informed about the legislative program of the
28 Association, and may recommend to the Chapter membership legislative proposals it
29 deems desirable for submission to the Association's Legislative Committee for
30 consideration and inclusion in the Association's legislative program.

31
32 (c) Work cooperatively with the Political Action Coordinator (PAC),
33 appropriate staff and PACE and Legislative Committee area representatives in
34 furtherance of the Association's legislative and political goals, rendering regular reports
35 at Chapter meetings regarding the same and recommending any Chapter support or
36 activity it considers appropriate.

37
38 (d) Encourage all members to financially support PACE of CSEA and the
39 Victory Club, and educate the membership regarding the necessity for active
40 participation in the political process in accordance with Association and Chapter goals.

41
42 (e) Make recommendations to the Chapter membership regarding
43 endorsement of candidates for school board, in accordance with the following
44 procedures:

45
46 (1) The committee shall conduct a pre-screening of candidates to be
47 recommended for endorsement, through direct interviews or questionnaires sent to the
48 candidates. Following the pre-screening process, the committee shall present its

1 recommendations for endorsement at a designated Chapter meeting for action by the
2 Chapter membership. A majority vote shall be required for endorsement.

3
4 (2) Whenever possible, the committee shall arrange for a candidates'
5 forum to provide Chapter members an opportunity to hear and question the candidates
6 on relevant issues prior to hearing the committee's recommendation and the
7 endorsement vote being taken.

8
9 (f) The committee shall determine the amount of financial support, if any, to
10 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
11 such forms as may be required.

12
13 (g) The committee shall solicit volunteer activity by the Chapter membership
14 on behalf of endorsed candidates, and shall be responsible for coordinating and
15 directing such member activities.

16
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18 **ARTICLE IX**
19 **JOB STEWARDS**

20
21 **Section 1. Appointment:** The Chapter President shall appoint Job Stewards,
22 subject to the ratification of the Executive Board, to serve each worksite. The President
23 shall determine the number of Stewards to be appointed for each area of
24 representation.

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

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

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

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

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

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

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

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

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

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

16
17 **Section 1.** Site Representatives to serve each worksite shall be appointed by
18 the President and ratified by the Executive Board.

19
20 **Section 2.** Site Representative duties shall be to:

21
22 (a) Recruit employees into CSEA membership and educate employees about
23 CSEA.

24
25 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the
26 worksite; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

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

33
34 (d) Relay member concerns to the appropriate Job Steward or other Chapter
35 officer.

36
37 (e) Attend Chapter meetings; attend training workshops and other seminars
38 as directed and approved by the Chapter President; attend joint Job Steward/Site
39 Representative (site council) meetings as may be called by the Chief Job Steward
40 and/or the Vice President.

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ARTICLE XI
RECALL OR REMOVAL FROM OFFICE

Section 1. Recall of Elected Offices

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

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

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

Section 2. Removal of Appointed Offices

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

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

Section 3. Resignation from Office

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

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

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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 March, and election shall be by secret ballot at the regular Chapter meeting in April. 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 President/Executive Board.

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

Section 4. Delegate Expenses: The Chapter shall provide delegate expenses (housing, travel, per diem/meal allowances, registration fees, etc.) in accordance with Association Policy and subject to the approval of the Chapter membership.

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ARTICLE XIII
CONTRACT RATIFICATION

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

Section 2. Initial Proposals:

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

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

Section 3. Negotiated Agreement:

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

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

Section 4. Ratification Procedures:

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

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

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

- (1) To individual bargaining unit employees utilizing the U.S. mail or the employer's mail system;
- (2) Distribution by Site Representatives or others;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11 **ARTICLE XVII**
12 **PARLIAMENTARY AUTHORITY**

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

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20 **ARTICLE XVIII**
21 **FISCAL YEAR**

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23 The fiscal year of this Chapter shall extend from January 1 through December
24 31, inclusive.

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