

**CONSTITUTION OF
Cerritos Chapter No. 161, CSEA
Latest Revision December 10, 2008**

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

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "chapter" are interchangeable and mean Cerritos Chapter No. 161, CSEA.

APPROVED

California School Employees Association

Date: April 19, 2009

By: *Denise K. Jensen*, Interim Executive Director

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Cerritos Chapter No. 161 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 the
2 Association as defined in the Association's Constitution.

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

18
19 (c) **Lifetime Retired:** Any person who was a member in good standing of the
20 Chapter at the time of retirement may become a "Lifetime Retired" member of this
21 Chapter upon payment of a one-time fee of \$10.00. Such members shall be permitted
22 to attend Chapter meetings and social functions and to receive the Chapter newsletter
23 as long as they live in the local area. They shall not otherwise be accorded voice, vote
24 or other participation in Chapter affairs.

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

33 **Section 3. Membership "In Good Standing"**

34
35
36 (a) Membership "in good standing" shall be effective and shall continue upon
37 receipt of the required dues for the current month. For purposes of establishing voting
38 rights and eligibility to hold an elected or appointed office, Active members whose dues
39 are paid via payroll deduction shall not be deemed to be in good standing until the first
40 of the month following the month in which the first dues are deducted, unless s/he pays
41 dues in cash for the interim period.

42
43 (b) Membership shall terminate with:

44
45 (1) The effective date of layoff for members who are laid off and who
46 choose not to continue in either an Active or Inactive status under provisions of Sections
47 1(a)(1) or 1(b) above.

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

4
5 (3) The date of termination of their 39-month reemployment rights or
6 approved leave of absence for members who have continued in an Active or Inactive
7 status, if such members have not been returned to active employment.

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

11
12 (5) The effective date of removal from the bargaining unit, or voluntary
13 termination of employment.

14
15 (6) The effective date of involuntary termination of employment, unless
16 the member is eligible to continue and elects to retain Active status as permitted under
17 provisions of Section 1(a)(2) above.

18
19 (7) Actions pursuant to Sections 5 or 6 below.

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

31
32 Fair share service fee payers shall be entitled to full rights of representation in all
33 matters related to their collective bargaining agreement. They shall not, however, have
34 the right of voice, vote, or other participation in chapter or Association affairs, unless
35 otherwise provided herein or required by law.

36
37 **Section 5. Delinquency & Resignation:**

38
39 (a) Members who no longer wish to retain that status may resign CSEA
40 membership by written notification to the Chapter Treasurer. They shall become fair
41 share service fee payers subject to the same fair share service fees and rights, benefits
42 and burdens as provided under Section 4 of this article.

43
44 (b) Any member failing to pay all dues owed for the current month shall be
45 deemed delinquent and shall not be considered to be in good standing until such
46 delinquency has been remitted. Any member allowing his/her arrearages for dues to
47 run over 90 days shall be conclusively presumed to have resigned his/her membership
48 effective on said date and if applicable shall be subject to paragraph (a) above and such

1 action as may be provided under the collective bargaining agreement, unless the
2 Treasurer is notified 30 days prior thereto that the member has not resigned and
3 arrangements for payment of arrearages are made.

4
5 (c) Members who have resigned shall, upon reapplication, be admitted as
6 new members.

7
8 **Section 6. Expulsion, Suspension, Discipline:**

9
10 (a) No member may be involuntarily removed from the membership rolls
11 except as provided for in Sections 3 and 5 above, or in accordance with the procedures
12 for expulsion, suspension and discipline of members as specified in the Association
13 Constitution.

14
15 (b) All matters for proposed disciplinary action against members shall be
16 referred to the Association for action, except that members may be recalled from office
17 in accordance with provisions of Article XI of this Constitution.

18
19
20 **ARTICLE III**
21 **DUES and ASSESSMENTS**

22
23 **Section 1. Association Per Capita Dues**

24
25 (a) Per capita dues to the Association for Active members shall be assessed
26 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but
27 *including* longevity, professional growth and anniversary increments), but not to exceed
28 a maximum of \$367.50 for the 12-month period commencing each September 1st and
29 continuing through the following August 31st. Said dues shall be payable by payroll
30 deduction or annually in advance direct to the Association.

31
32 (1) Payroll deduction shall commence in September of each year and
33 continue through the following August for each month the member is in a paid status, or
34 until the maximum of \$367.50 has been deducted, whichever comes first.

35
36 (2) Annual in advance payments must be remitted direct to the
37 Association's accounting office no later than September 30, or within 30 days following
38 membership application for new members after September. Such annual payments
39 shall be as calculated by the Association's Accounting Office in accordance with the
40 Association's Bylaws.

41
42 **Section 2. Chapter Dues.** Local chapter dues for Active members of this
43 chapter shall be \$30.00 per year, payable by payroll deduction during each of the
44 months September through June in which the member is in regular paid status; or
45 payable annually in advance to the Chapter Treasurer.

46
47 **Section 3.** The local chapter dues plus the Association per capita dues equals
48 the member's total dues requirement.

1 by the Executive Board. Hours for balloting are 6:00 a.m. – 7:00 a.m., 12:00 p.m. –
2 1:00 p.m., and 4:45 p.m. – 5:45 p.m., and are set so that polls will close prior to the start
3 of the chapter meeting.

4
5 (e) Every member shall be notified, at least five working days in advance of
6 the date set for balloting, of the exact location of their balloting site, the specific date
7 and time (hours) during which balloting will take place, and the candidates and offices
8 which will appear on the ballot. At least two election tellers will be present at each
9 balloting site to verify voter eligibility and secure the balloting process.

10
11 (f) Immediately following the appointed hour for close of polls, the election
12 tellers shall deliver the ballot boxes, sign-in sheets and related materials to a pre-
13 determined location where the tally will then take place.

14
15 (g) All procedural matters relating to the site balloting process and tally shall
16 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
17 All candidates shall be permitted to appoint an observer at each site to observe the
18 balloting procedures, and each candidate or his/her representative shall be permitted to
19 observe the ballot tally.

20
21 (h) It shall require a plurality vote to elect an officer. Write-in votes shall not
22 be accepted. The official ballot tally shall be provided in writing to all candidates within
23 five working days, and shall be announced at the December chapter meeting, where the
24 presiding officer shall officially declare the winning candidates or announce such other
25 action as may be necessary.

26
27 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
28 sheets, tally sheets and related election documents, including notices of nomination and
29 election, shall be retained by the Chapter Secretary for one year, or until any and all
30 challenges to the election or charges of misconduct in running the election have been
31 resolved, whichever is the longer period.

32
33 **Section 5. Terms of Office:** Elected officers shall take office and assume
34 their duties on the January 1 following their election and shall continue to serve for
35 one year or until their successors are elected, provided that any officer shall
36 automatically forfeit such office if they cease to be an Active member in good standing.

37
38 **Section 6. Vacancies:**

39
40 (a) A vacancy in the office of President shall be filled by the 1st Vice
41 President.

42
43 (b) For vacancies in any other elected office, the Executive Board shall submit
44 its recommendation to fill the office in writing to the chapter membership at least five
45 working days in advance of a designated chapter meeting. Nominations from the floor
46 shall also be accepted at said meeting. If there are no nominations from the floor, the
47 Executive Board's candidate shall be declared elected. If nominations from the floor are

1 made, a secret ballot election shall be conducted among the Active members in good
2 standing present.

3
4
5 **ARTICLE V**
6 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**
7

8 **Section 1. Executive Board:** The Executive Board shall have general
9 supervision of the affairs of the chapter between the general membership meetings. It
10 shall transact the routine business of the chapter as authorized and required herein,
11 direct the activities of the various committees, fix the time and place of meetings except
12 as otherwise directed by the membership, prioritize and determine recommendations on
13 matters requiring discussion and action by the general membership, and perform such
14 other duties as are specified in this constitution. The Board shall be subject to the
15 orders of the chapter membership, and none of its actions shall conflict with actions
16 taken by the chapter membership.
17

18 A report on all actions taken by the Executive Board shall be made to the
19 membership at the next regular or special chapter meeting, with such actions subject to
20 membership ratification if appropriate.
21

22 Minutes of chapter and Executive Board meetings shall be kept on file for at least
23 five years. Chapter financial records shall be kept on file for at least five years.
24

25 The Executive Board shall meet at the call of the President or at such times and
26 places designated by it; the President shall call a special meeting upon the written
27 request of a majority of the Board.
28

29 A majority of the members of the Executive Board shall constitute a quorum.
30

31 **Section 2. Duties of Officers, General:** Upon separation from office, an
32 officer shall immediately turn over to his/her successor or other properly designated
33 CSEA official all books, records, money and other effects of the chapter in his/her
34 possession.
35

36 **Section 3. President:** The President shall:
37

38 (a) Be chairperson of the Executive Board, call and preside over all meetings
39 of the chapter and Executive Board at which s/he is in attendance.
40

41 (B) Appoint the various committees, standing or special, required by this
42 constitution or established by the Executive Board, or as may be ordered by vote of the
43 membership, except as otherwise provided herein.
44

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

1 (d) Set the agenda for chapter meetings.

2
3 (e) Perform such other duties as normally pertain to the office of President or
4 ordered by this constitution.

5
6 **Section 4. 1st Vice President:** The 1st Vice President shall:

7
8 (a) In the absence or disability of the President, possess all of the powers and
9 perform all of the duties in his/her stead.

10
11 (b) At all times assist the President in the performance of his/her duties.

12
13 (c) Assume the office of President if a vacancy occurs.

14
15 (d) Serve as Chairperson of the Cerritos College Coordinating Committee.

16
17 (e) Serve as Chairperson of the Membership Committee.

18
19 (f) Coordinate and ensures all shared governance committees are
20 represented.

21
22 (g) Coordinate the activities of the standing committees.

23
24 (h) Perform such other duties as may be assigned by the President/Executive
25 Board or ordered by this constitution.

26
27 **Section 5. 2nd Vice President/Chief Job Steward:** The 2nd Vice
28 President/Chief Job Steward shall:

29
30 (a) At all times assist the President in the performance of his/her duties.

31
32 (b) Ensure that the Job Steward program of the chapter functions according
33 to the requirements set forth in this constitution, and maintain the necessary records on
34 matters of contract enforcement to permit the chapter to effectively represent bargaining
35 unit employees.

36
37 (c) Process all grievances not settled at the immediate-supervisory level,
38 unless CSEA staff assistance is required.

39
40 (d) Serve as Chairperson of the Grievance Committee, Political Action
41 Committee and keep the Executive Board informed on all grievance activity.

42
43 (e) Coordinate periodic meetings between the Site Representatives and Job
44 Stewards to ensure an appropriate level of communication and coordination between
45 these two programs.

46
47 (f) Perform such other duties as may be assigned by the President/Executive
48 Board or ordered by this constitution.

1 **Section 6. Secretary:** The Secretary shall:

2
3 (a) Keep an accurate record of all proceedings of chapter and Executive
4 Board meetings, including an accurate roll of members and officers in attendance at
5 each.

6
7 (b) Keep an accurate roster of the officers of the chapter and see that such
8 information is forwarded to the Association as required.

9
10 (c) Issue notices of all meetings of the Executive Board and chapter
11 meetings, which shall include notice of matters for discussion at same.

12
13 (d) Notify members of all committees of their appointment/election.

14
15 (e) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
16 Association and the constitution of this chapter and see that copies of same are
17 available for reference at all Executive Board and chapter meetings, and available for
18 inspection by the general membership upon request.

19
20 (f) Perform such other duties as normally pertain to the office of Secretary or
21 as may be assigned by the President/Executive Board or ordered by this constitution.

22
23 **Section 7. Corresponding Secretary/Historian:** The Corresponding
24 Secretary/Historian shall:

25
26 (a) Receive and respond to communications on behalf of the Executive Board
27 and Chapter.

28
29 (b) Receive and route CSEA bulletins, notices, and letters to the Chapter.

30
31 (c) Have custody of all correspondence, official documents and historical
32 records of the chapter, which shall be open at all times for the inspection of the
33 President or his/her agent and members of the Executive Board.

34
35 (1) Chapter files and archives should include at least the following:
36 Copies of bargaining unit contracts; memos of understanding (MOUs); minutes of
37 negotiations sessions; grievance records and their resolutions; other records regarding
38 representational matters; correspondence; Chapter meeting minutes; Association
39 bulletins; education and training modules; and copies of the employer's rules, policies
40 and regulations.

41
42 (d) Know and follow the provisions of the Association and Chapter
43 constitution.

44
45 (e) Be or become knowledgeable about CSEA's structure and services
46 available to CSEA members and unit members.

47
48 (f) Read communications at the Chapter meetings.

1 (g) Perform such other duties as normally pertain to the office of
2 Corresponding Secretary or as may be assigned by the President/Executive Board or
3 ordered by this constitution.
4

5 **Section 8. Treasurer:** The Treasurer shall:
6

7 (a) Receive all funds of the chapter and keep and disburse same under the
8 direction of the President and as required by the Constitution & Bylaws of the
9 Association and this chapter.
10

11 (b) Serve as a member of the Cerritos College Planning and Budget
12 Committee.
13

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

18 (d) Provide access to all records, vouchers and statements to the Auditing
19 Committee for annual inspection at the close of each fiscal year.
20

21 (e) Report at each meeting of the chapter as to the financial condition of the
22 treasury with a detailed statement of receipts and expenditures and accounts payable,
23 to include per capita dues/fees paid and owed to the Association if any.
24

25 (f) Prepare the annual PERB financial report to include the last day of the
26 fiscal year, and immediately submit same to the President for review and forwarding to
27 the Association, and the membership.
28

29 (g) Promptly process and forward membership applications and dues
30 payments to CSEA Headquarters and payroll deduction authorizations to proper district
31 office for processing.
32

33 (h) Maintain an accurate record of members in good standing, and prepare
34 such monthly reports and remittances as may be required by the Association and
35 promptly forward to CSEA Headquarters within thirty days of request.
36

37 (i) Assist in preparation of the chapter budget.
38

39 (j) Upon leaving office, sign such bank signature cards or other documents
40 necessary for the transfer of all chapter accounts to the new Treasurer.
41

42 (k) Perform such other duties as normally pertain to the office of Treasurer or
43 as may be assigned by the President/Executive Board or ordered by this constitution.
44
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1 (b) **Special Meetings.** Notice for special meetings shall include the specific
2 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
3 notice of less than five days, but not less than 24 hours in advance, may be given in an
4 emergency situation.
5

6 **Section 4.** Unless otherwise ordered by 2/3 vote of the members present, the
7 order of business at regular chapter meetings shall be:
8

- 9 (1) Pledge of Allegiance to the Flag
- 10 (2) Approval of minutes of the previous meeting
- 11 (3) Communications
- 12 (4) Report of Executive Board actions
- 13 (5) Treasurer's report
- 14 (6) Committee reports
 - 15 (a) Report of the Membership Committee &
16 Recognition of New Members
 - 17 (b) Report of the Negotiating Committee
 - 18 (c) Job Steward/Site Representative reports
 - 19 (d) Other committees as required
- 20 (7) Unfinished business
- 21 (8) New business
- 22 (9) Good of the Order
- 23 (10) Adjournment
24

25 **Section 5. Quorum for Meetings:** It shall require at least ten (10) members
26 in good standing in attendance at any Chapter meeting for business to be conducted.
27
28

29 **ARTICLE VII**

30 **CONTROL OF FUNDS / BUDGET**

31

32 **Section 1.** All funds received shall be deposited in the name of Cerritos
33 Chapter No. 161, CSEA, in such bank or other financial institution as approved by the
34 Executive Board. No funds shall be disbursed except by check, duly authorized and
35 signed by the Treasurer and the President. In the event of absence of, inability to act
36 by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature
37 of the President and one of the following: 1st Vice President, Secretary.
38

39 (a) **General Operating Fund:** All funds received from dues/fees/
40 assessments shall be deposited in a separate account to be designated as the General
41 Operating Fund of the chapter, from which all chapter expenditures shall be made, in
42 accordance with the approved budget.
43

44 (b) **Ways & Means Fund:** All proceeds from fundraisers shall be deposited
45 in a separate savings account to be designated as the Ways and Means Fund of the
46 chapter. Expenditures from this funds shall be to support approved chapter social
47 activities, delegate attendance at Annual Conferences, and the chapter's scholarship
48 awards program. Funds shall be transferred from the Ways and Means Fund to the

1 General Operating Fund when and as needed for the appropriate approved
2 expenditures.

3
4 (1) Nothing herein shall preclude general operating funds from being
5 used to supplement the above programs/activities as approved in the annual budget or
6 by appropriate membership action.

7
8 **Section 2.** The Executive Board shall prepare an annual budget for approval
9 of the chapter membership no later than December of each year, which shall contain
10 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
11 fund, if any. The approved budget shall then regulate the expenditures of the chapter,
12 except that the Treasurer shall submit any single expenditure in excess of \$100 to the
13 Executive Board for prior approval. Any expenditures in excess of those approved in
14 the budget must have prior approval of the chapter membership.

15
16 **Section 3. Retired Members:** All retiring members in good standing, upon
17 request, shall receive from the chapter one year's paid membership to the Association's
18 Retiree Unit.

19
20
21 **ARTICLE VIII**
22 **COMMITTEES**
23

24 **Section 1. Standing Committees:** The following shall be the standing
25 committees of the Chapter: Auditing, Elections, Grievance, Membership, Negotiating,
26 Nominating, Political Action, Ways and Means. Unless otherwise specified herein, the
27 President shall, as soon as possible after January 1 of each year, appoint the
28 chairpersons and members of the standing committees, which appointment shall be
29 subject to the ratification of the Executive Board. The Executive Board shall determine
30 the number of members to be appointed to each, except as otherwise provided herein.

31
32 **Section 2. Ad Hoc Committees:** Such other committees as the Executive
33 Board or the chapter membership may deem necessary to perform a specified task for
34 the welfare of the chapter may be appointed. The Executive Board shall determine the
35 composition of such committees and the timelines for completion of their assigned
36 duties. Such ad hoc committees shall cease to function upon completion of their
37 specified task.

38
39 **Section 3.** The Vice President shall act as coordinator of all appointed
40 committees, and shall be Chairperson of the Membership Committee. The 2nd Vice
41 President/Chief Job Steward shall be Chairperson of the Grievance Committee and
42 Political Action Committee.

43
44 **Section 4.** The President shall be, ex-officio, a member of all committees,
45 except the Nominating Committee.

46
47 **Section 5. Quorum:** A majority of the members of any committee must be
48 present at any meeting to constitute a quorum.

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

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

11 **Section 8. Elections Committee:** It shall be the duty of this committee to
12 supervise and assist in the preparation, distribution, and counting of the ballots in all
13 elections (including contract ratifications) within the chapter, and certify the results to the
14 Chapter President. In addition, the committee shall ensure that election procedures are
15 in accordance with applicable provisions of the Association's Constitution & Bylaws and
16 Policy, and this constitution.
17

18 **Section 9. Grievance Committee:**

19
20 (a) It shall be the duty of the Grievance Committee to supervise and assist the
21 operation of the Chapter's Job Steward program. The committee shall ensure that all
22 grievances are handled properly in their investigation and filing and consistent in their
23 resolution.
24

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

30 (c) The committee shall review all grievances going beyond the immediate
31 supervisory level to determine whether CSEA staff assistance should be obtained. If
32 staff assistance is required, the President shall be so notified.
33

34 (d) The committee shall review all grievances being considered for arbitration
35 and recommend to the Executive Board whether each particular case should be
36 arbitrated.
37

38 **Section 10. Membership Committee:** It shall be the duty of this committee to
39 strive for 100% CSEA membership within the represented bargaining unit(s), and to
40 prepare and execute a program designed to secure new members and stimulate
41 membership attendance at Chapter meetings on an ongoing basis.
42

43 **Section 11. Negotiating Committee:**

44
45 (a) The Negotiating Committee shall consist of the Chapter President or
46 his/her designee as chairperson plus a maximum of four (4) representatives from each
47 of the major job classifications as specified in Appendix A of the CSEA/District
48 bargaining agreement.

1 (b) The committee members shall be elected by and from among the
2 members in good standing employed in each of the classifications designated in the the
3 collective bargaining agreement. The Executive Board shall set the time, date and
4 place of such election meetings, which shall be no later than March of the designated
5 election year. The Chapter President shall preside at said election meetings, at which
6 nominations will be taken and a secret ballot vote shall be conducted. All procedural
7 matters relating to these elections, including timelines for notice to the affected
8 members, shall be in accordance with Association Policy 618.
9

10 (c) Term of office for the elected members shall commence upon their
11 election and continue for one year or until their successors are elected.
12

13 (d) Vacancies shall be filled by special election within the affected
14 classification for the remainder of the original term only.
15

16 (e) **Duties:** It shall be the duty of the Negotiating Committee to research
17 issues and prepare and submit initial bargaining proposals (including proposals on
18 reopeners) for review and approval of members in good standing of the bargaining
19 unit(s) prior to commencement of negotiations; to keep the Executive Board and the
20 membership informed on the progress of negotiations and solicit membership input
21 where advisable; to provide advice and special expertise to the Negotiating Team
22 concerning issues on the bargaining table; and to ensure that all bargained agreements
23 are submitted for ratification of the bargaining unit(s) in accordance with Article XIII of
24 this constitution.
25

26 (f) **Negotiating Team:** The Negotiating Committee shall establish its own
27 internal process for designating from among themselves a "negotiating team" to meet
28 with employer representatives at the bargaining table. The Chapter President, as ex-
29 officio members of the committee, shall be eligible for designation as a team member.
30

31 (1) **Duties:** Under the direction and approval of the Negotiating
32 Committee, the Negotiating Team shall negotiate the contract (including reopeners and
33 modifications) for and on behalf of the chapter with assistance from CSEA field staff.
34

35 (2) The Negotiating Team shall keep the remaining members of the
36 Negotiating Committee informed at all times as to the progress of negotiations, and
37 shall solicit recommendations and assistance from the committee where special
38 expertise and/or membership input may be needed relating to topics under discussion.
39

40 **Section 12. Nominating Committee:** It shall be the duty of this committee to
41 investigate the qualifications of members for the elective executive board offices and
42 submit such nominees as in its judgment will best serve the interests of the chapter.
43 Nominations shall be reported to the chapter membership as required by Article IV of
44 this constitution.
45
46
47
48

1 **Section 13. Political Action Committee:** It shall be the duty of this committee
2 to:

3
4 (a) Develop and implement a chapter alert system designed for emergency
5 contact of the membership when immediate chapter action is necessary on contract
6 matters, legislative and political issues, and other items of importance to the Association
7 and chapter.

8
9 (b) Keep the members informed about the legislative program of the
10 Association, and may recommend to the chapter membership legislative proposals it
11 deems desirable for submission to the Association's Legislative Committee for
12 consideration and inclusion in the Association's legislative program.

13
14 (c) Work cooperatively with the Political Action Coordinator (PAC),
15 appropriate staff and PACE and Legislative Committee area representatives in
16 furtherance of the Association's legislative and political goals, rendering regular reports
17 at chapter meetings regarding the same and recommending any chapter support or
18 activity it considers appropriate.

19
20 (d) Encourage all members to financially support PACE of CSEA and the
21 Victory Club, and educate the membership regarding the necessity for active
22 participation in the political process in accordance with Association and chapter goals.

23
24 (e) Make recommendations to the chapter membership regarding
25 endorsement of candidates for school board, in accordance with the following
26 procedures:

27
28 (1) The committee shall conduct a pre-screening of candidates to be
29 recommended for endorsement, through direct interviews or questionnaires sent to the
30 candidates. Following the pre-screening process, the committee shall present its
31 recommendations for endorsement at a designated chapter meeting for action by the
32 chapter membership. A majority vote shall be required for endorsement.

33
34 (2) Whenever possible, the committee shall arrange for a candidates'
35 forum to provide chapter members an opportunity to hear and question the candidates
36 on relevant issues prior to hearing the committee's recommendation and the
37 endorsement vote being taken.

38
39 (f) The committee shall determine the amount of financial support, if any, to
40 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
41 such forms as may be required.

42
43 (g) The committee shall solicit volunteer activity by the chapter membership
44 on behalf of endorsed candidates, and shall be responsible for coordinating and
45 directing such member activities.

46
47 **Section 14. Ways and Means Committee:** It shall be the duty of this
48 committee to develop fundraising activities to support chapter social events as may be

1 approved by the Executive Board, such as picnics, annual holiday party; and to help
2 finance delegate attendance at Conference as may be necessary and the chapter's
3 scholarship program. All funds received shall be submitted to the Chapter Treasurer
4 within five (5) days of receipt, for deposit in the Ways and Means Fund.
5
6

7 **ARTICLE IX** 8 **JOB STEWARDS** 9

10 **Section 1. Appointment:** Job Stewards in sufficient numbers to serve the
11 needs of the membership shall be appointed to serve the chapter. The Executive Board
12 shall ratify the appointments and determine the number of stewards to be appointed for
13 each area of representation.
14

15 **Section 2. Term of Office:** Term of office for job stewards shall be from the
16 January 1 following their appointment to the end of the chapter and fiscal year, or until
17 their successors are appointed, provided that any job steward shall automatically forfeit
18 such office if they cease to be an Active member in good standing employed within the
19 designated service area. Vacancies shall be filled by appointment of the President,
20 ratified by the Executive Board, from among the qualified members in good standing
21 employed within the affected service area, for the remainder of the original term only.
22

23 **Section 3. Duties:** The Job Steward(s) shall:
24

25 (a) Attend annual training sessions for job stewards provided by the
26 Association and/or other appropriate training as directed by the Executive Board.
27

28 (b) Attend periodic site representative/site council meetings as directed by the
29 2nd Vice President/Chief Job Steward.
30

31 (c) Educate bargaining unit employees about their rights under the contract
32 and determine how problems arising under the contract can best be handled.
33

34 (d) Act as the basic channel of communication between the employees and
35 the chapter and relay specific member concerns to the chapter's Negotiating Committee
36 for incorporation into the bargaining proposals.
37

38 (e) Investigate and prepare grievances for processing and handle grievances
39 at the immediate-supervisory level, and be present as required during other steps of the
40 grievance procedure.
41

42 (f) Immediately inform the 2nd Vice President/Chief Job Steward of all
43 grievances received; immediately report to the 2nd Vice President/Chief Job Steward
44 the settlement of grievances processed or the failure to settle within contractual
45 timelines.
46

47 (g) **Preserve the confidentiality** of personal grievances, resolve differences
48 among the membership in grievance handling; maintain a file on all grievances handled

1 which shall be turned over to the 2nd Vice President/Chief Job Steward upon
2 completion.

3
4
5 **ARTICLE X**
6 **SITE REPRESENTATIVES**
7

8 **Section 1.** Site Representatives to serve each site (see following list) shall be
9 appointed by the President and ratified by the Executive Board.

10
11 **Section 2.** Site representative duties shall be to:

12
13 (a) Recruit employees into CSEA membership and educate employees about
14 CSEA.

15
16 (b) Distribute chapter newsletter, bulletins, and other CSEA information at the
17 work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

18
19 (c) Keep the members informed of actions taken at chapter meetings, to
20 explain CSEA benefit plans and services, and to keep members informed of Association
21 and/or chapter activity.

22
23 (d) Relay member concerns to the appropriate Job Steward or other chapter
24 officer.

25
26 (e) Attend chapter meetings; attend training workshops and other seminars as
27 directed and approved by the Executive Board; attend joint Job Steward/Site
28 Representative (site council) meetings as may be called by the 2nd Vice President/
29 Chief Job Steward.

30
31 **Site 1:** Automotive Technology, Research and Development, Foundation,
32 Campus Police

33
34 **Site 2:** CITE (Community Education, Adult Ed., ATEC, Economic Development),
35 Health Science (Health Occupation, Cosmetology)

36
37 **Site 3:** MOT (Facilities Days, Warehouse, Purchasing)

38
39 **Site 4:** MOT (Facilities Swing & Graveyard)

40
41 **Site 5:** Technology (Tech. Office, Child Development), Santa Barbara Building
42 (DSPS), Metals, Electronics, Arts & Crafts

43
44 **Site 6:** Student Center (Food Services, DSPS [ISC]), Burnight Center, Student
45 Health Center, Physical Education, Student Activities Office

46
47 **Site 7:** Learning Resource Center, Physical Science, Natural Science
48

1 **Site 8:** Administration South (Admissions & Records, Counseling, EOPS,
2 Financial Aid, International Students Center)
3

4 **Site 9:** Administration North (Fiscal Services, Information Technology, Academic
5 Affairs, Communications Center, Career Services)
6

7 **Site 10:** Liberal Arts, Social Science (Speech Clinic, Computer Services,
8 Publications, Humanities/Social Sciences), Business Education
9

10
11 **ARTICLE XI**
12 **RECALL OR REMOVAL FROM OFFICE**
13

14 **Section 1. Recall of Elected Offices**
15

16 (a) Any member of the Executive Board, and conference delegates and
17 alternates, may be recalled from office upon a 2/3 secret ballot vote of Active members
18 of the chapter in good standing present and voting at a meeting called for the purpose
19 of a recall action. Negotiating Committee members may be recalled from office by a 2/3
20 secret ballot vote of the Active members in good standing of the classification from
21 which the position was originally elected who are present and voting at a designated
22 meeting.
23

24 (b) Recall may be initiated by a petition of 2/3 of the Executive Board or 30%
25 of the members in good standing eligible to vote on the individual being recalled. The
26 petition shall state the specific reasons in support of the recall, and the petition shall be
27 presented to the Executive Board and to the individual.
28

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

40 **Section 2. Removal of Appointed Offices**
41

42 (a) Any appointee of the President/Executive Board may be removed from
43 office by a 2/3 vote of the Executive Board, a quorum being present, provided such
44 person shall be provided at least five days advance notice of the reasons for removal
45 and the time, date and place where the Board will meet to vote on the matter. At said
46 meeting the member shall be afforded an opportunity to provide rebuttal argument prior
47 to the vote being taken.
48

1 (b) Any appointed committee chairperson or member failing to attend three
2 consecutive committee meetings, unless excused for cause, shall be automatically
3 removed from the committee.
4

5
6 **ARTICLE XII**
7 **DELEGATES TO CONFERENCE**
8

9 **Section 1. Delegates:** Voting delegates to an annual conference of the
10 Association (and their alternates) shall be designated from among the Active members
11 in good standing as follows:
12

13 (a) The Chapter President.
14

15 (b) Additional delegates in such number as may be authorized by the chapter
16 for attendance, but not to exceed the total number authorized by the Bylaws of the
17 Association, shall be elected as provided in Section 2 below.
18

19 **Section 2. Election:**
20

21 (a) Nominations for the authorized delegate positions, other than the
22 President, shall be taken at the regular chapter meeting in March, and election shall be
23 by secret ballot at the regular chapter meeting in April. Alternates in sufficient numbers
24 for each of the authorized delegates, to include an alternate for the President, shall also
25 be elected.
26

27 (b) Notification of nominations and election and all other procedural matters
28 relating to delegate and alternate election shall conform to Association Policy 618 and
29 shall be conducted under the supervision of the Elections Committee.
30

31 (c) In the event a delegate cannot attend, the Executive Board shall
32 determine which alternate shall replace the authorized delegate.
33

34 **Section 3. Responsibilities:** Delegates shall attend all conference business
35 and other sessions of importance to the chapter. In addition, the delegates shall:
36

37 (a) Attend at least one orientation meeting at the regional or area level of the
38 Association concerning the resolutions to the upcoming conference, as directed by the
39 Executive Board.
40

41 (b) Report on conference activities to the chapter membership at the first
42 chapter meeting following the conference.
43

44 (c) Submit a detailed written report of expenditures, including all original
45 receipts, to the Chapter Treasurer within three weeks following the conference, and if an
46 expense advance has been provided by the chapter, reimburse the chapter treasury for
47 advance funds not utilized for authorized purposes. No reimbursement shall be made
48 without original receipts.

1 (d) Lodging at two (2) persons per double hotel room (in cases of same-sex
2 delegates) shall be paid by the Chapter. Delegates wishing to room alone shall be
3 required to pay the full cost of their room. If there are three (3) delegates attending the
4 conference, then the Chapter shall pay for two (2) rooms. If there are four (4) delegates
5 attending, then the Chapter shall pay for two (2) rooms, unless one (1) delegate is an
6 opposite-sex of the other three (3). In this case, the Chapter shall pay for three (3)
7 rooms. Delegates can decide the rooming arrangement. In no case will opposite-sex
8 delegates be required to share a room.
9

10
11 **ARTICLE XIII**
12 **CONTRACT RATIFICATION**
13

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

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

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

22 (b) Copies of the chapter's initial proposal and the employer's initial proposal
23 shall be submitted to the field director and labor relations representative for review.
24

25 **Section 3. Negotiated Agreement:**
26

27 (a) When the Negotiating Committee has negotiated a contract, tentative
28 agreement, or modifications to an existing contract, it shall immediately submit one copy
29 to the CSEA labor relations representative assigned to service the chapter, for review
30 by the Association prior to membership ratification.
31

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

38 **Section 4. Ratification Procedures:**
39

40 (a) A copy of the tentative agreement or a summary of the tentative
41 agreement, and a statement as to whether the Negotiating Committee is recommending
42 ratification or rejection of the agreement, shall be provided each CSEA member of the
43 bargaining unit(s) prior to the "contract information" meetings noted below. If a
44 summary only is provided, copies of the tentative agreement containing the exact
45 language of the proposal shall be available for review at said meeting(s).
46

1 (b) The Chapter President/Executive Board shall set the date, time and place
2 for one or more "contract information" meetings, which shall be open to attendance by
3 all employees within the bargaining unit(s), whether or not they are CSEA members.
4

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

- 10
11 (1) To individual bargaining unit employees utilizing the U.S. mail or
12 the employer's mail system;
13 (2) Distribution by site representatives or others;
14 (3) Posting in prominent locations at each work site.
15

16 **Exception to the above:** The Association's Executive Director, or designee,
17 may approve a notice period of less than five working days upon request of the Chapter
18 President, if it is deemed an expedited ratification is advisable.
19

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

21 (1) The Negotiating Committee shall review the provisions of the
22 tentative agreement and indicate its recommendations for ratification or rejection and
23 reasons therefore.
24

25 (2) If the Association recommends rejection of the tentative agreement,
26 an Association representative shall be in attendance at the meeting and shall be
27 provided ample opportunity to outline the recommendation for rejection and the reasons
28 therefore.
29

30 (3) Adequate opportunity for discussion, debate, and answering of
31 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
32 attendance shall be granted the right to participate in the discussion and debate. **They**
33 **shall not, however, have the right to make motions or vote.**
34

35 (e) **Ratification Vote:**

36 (1) The ratification vote shall be conducted by secret ballot at
37 designated voting sites. The location and number of voting sites and the date for
38 conducting the balloting shall be as determined by the Executive Board, except that the
39 balloting shall not be less than 24 hours and no more than five (5) working days
40 following the Informational Meeting(s). Hours for balloting are 6:00 a.m. – 7:00 a.m.,
41 12:00 p.m. – 1:00 p.m., and 4:45 p.m. – 5:45 p.m.
42
43
44

45 (2) Only Active CSEA members in good standing employed within the
46 bargaining unit(s) shall be entitled to vote. Members shall be notified of the date,
47 time(s) and location where the balloting will be conducted for their designated site.

1 Such notice shall be issued at least five working days in advance unless an exception is
2 granted by the Association's Executive Director under provisions of Policy 610.

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

7
8 (4) The results of the balloting shall be provided to the membership no
9 later than five days following the vote tally, and shall be announced at the next following
10 chapter meeting.

11
12 **Section 5. Executed Agreement:** Every collective bargaining agreement
13 shall be executed by both the Association and appropriate representatives of this
14 chapter. No contract shall be valid which has not been ratified by the chapter
15 membership.

16
17
18 **ARTICLE XIV**
19 **CONCERTED ACTIVITIES**

20
21 **Section 1.** No concerted withholding of service shall be instituted by this
22 chapter unless such concerted action has been approved at a regular or special
23 membership meeting, advance notice having been given, by secret ballot vote of not
24 less than 65% of the Active members in good standing present and voting; and approval
25 for such concerted activity has been granted by the Association's Board of Directors.

26
27 **Section 2.** If the dispute relates to contract negotiations, no concerted
28 withholding of service shall be instituted unless the last offer of the employer has been
29 submitted to the chapter membership in accordance with Article XIII of this constitution
30 and has been rejected, and the requirements of Section 1 above shall have been met.

31
32
33 **ARTICLE XV**
34 **AMENDMENTS TO CONSTITUTION**

35
36 **Section 1.** This Constitution shall at all times conform to all provisions of the
37 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
38 Association Constitution & Bylaws and/or Policy shall prevail.

39
40 **Section 2.** Any member in good standing of the chapter (or the Executive
41 Board) may submit a written proposal to amend this constitution (containing the exact
42 text of the proposed change) at any chapter meeting, which shall constitute a first
43 reading. The Chapter President shall then cause the proposed amendment(s) to be
44 placed on the agenda of the next regular or a special chapter meeting where the matter
45 will be read a second time and acted upon, and shall cause written notification of the
46 proposed amendment(s) and the date, time, and place of the designated chapter
47 meeting to be issued to all members in good standing at least ten days in advance of
48 said meeting. Said notification shall include at least a written summary of the proposed

1 changes. The exact text of the proposed changes shall be made available for review by
2 members upon request prior to the second reading if not provided with said notification,
3 and shall be distributed to all members in attendance at the second reading.
4

5 **Section 3.** Approval by 2/3 of the Active members in good standing present
6 and voting at the second reading shall be required to adopt the amendment(s). If the
7 amendment relates to a revision of chapter dues, the vote shall be conducted by secret
8 ballot.
9

10 **Section 4.** All amendments shall be submitted to the Association's Executive
11 Director immediately following their adoption by the chapter. **No amendment shall**
12 **become operative until approved by the Executive Director, or designee, or action**
13 **of the Association's Board of Directors in accordance with Article III, Section 8 of**
14 **the Association's Constitution.**
15

16
17 **ARTICLE XVI**
18 **DISBANDMENT OF CHAPTER**
19

20 **Section 1.** Should the chapter disband for any reason, all financial accounts
21 shall be transferred to the control of the Association, and a final audit of the financial
22 books and records of the chapter shall be made in conjunction with the Association's
23 Financial Analyst/Auditor. Upon conclusion and certification of such audit, final
24 distribution of funds shall be as follows:
25

26 (a) All outstanding obligations of the chapter shall be promptly paid.
27

28 (b) All funds due and owing the Association shall be promptly remitted to the
29 Association's general fund.
30

31 (c) Funds then remaining shall then be distributed for purposes as
32 appropriate and authorized in accordance with provisions contained in Association
33 Policy 612.
34

35 **ARTICLE XVII**
36 **PARLIAMENTARY AUTHORITY**
37

38 The rules contained in the current edition of *Robert's Rules of Order, Newly*
39 *Revised* shall govern the chapter in all cases in which they are not inconsistent with this
40 constitution, the Constitution & Bylaws or Policy of the Association, and any special
41 rules the chapter may adopt.
42

43
44 **ARTICLE XVIII**
45 **FISCAL YEAR**
46

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