

**CONSTITUTION OF  
Corona Norco Chapter No. 369, CSEA  
Latest Revision November 1, 2011  
(Corrected January 5, 2012)**

**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 Corona Norco Chapter No. 369, CSEA.**

**APPROVED**

**California School Employees Association**

**Date: November 29, 2011; Corrected January 5, 2012**

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

**Table of Contents**

1		
2		
3		<b><u>Page</u></b>
4	Article I – Name and Objects	3
5	Article II – Membership	3
6	Article III – Dues and Assessments	6
7	Article IV – Officers & Executive Board/Election Procedures	7
8	Article V – Authority of Executive Board/Duties of Officers	9
9	Article VI – Meetings	13
10	Article VII – Control of Funds/Budget	14
11	Article VIII – Committees	14
12	Article IX – Site Representatives	17
13	Article X– Recall or Removal from Office	17
14	Article XI – Delegates to Conference	18
15	Article XII – Contract Ratification	19
16	Article XIII – Concerted Activities	21
17	Article XIV – Amendments to Constitution	22
18	Article XV – Disbandment of Chapter	22
19	Article XVI – Parliamentary Authority	23
20	Article XVII – Fiscal Year	23
21	Article XIX – Chapter Pre-Retirement Resource Person	23
22		

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

**ARTICLE I  
NAME AND OBJECTS**

**Section 1. Name:** The name of this organization shall be Corona Norco Chapter No. 369 of the California School Employees Association.

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

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE II  
MEMBERSHIP**

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

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

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

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

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

1 (4) Active members of this Chapter must also be Active members of  
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 1/2 the rate required of them as an Active member  
12 at the time the leave or placement on the reemployment list occurred. Such dues shall  
13 be paid annually in advance, or for the number of months of the approved leave if less  
14 than one year. Such members shall be eligible to continue to receive such membership  
15 benefits as are generally made available to the Active membership, unless specifically  
16 excluded by contract. They shall not, however, be accorded voice or vote in Chapter or  
17 Association affairs.  
18

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

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

28  
29 (a) Membership "in good standing" shall be effective and shall continue upon  
30 receipt of the required dues for the current month. For purposes of establishing voting  
31 rights and eligibility to hold an elected or appointed office, Active members whose dues  
32 are paid via payroll deduction shall not be deemed to be in good standing until the first  
33 of the month following the month in which the first dues are deducted, unless s/he pays  
34 dues in cash for the interim period.  
35

36 (b) Membership shall terminate with:  
37

38 (1) The effective date of layoff for members who are laid off and who  
39 choose not to continue in either an Active or Inactive status under provisions of Sections  
40 1(a)(1) or 1(b) above.  
41

42 (2) The effective date of an unpaid leave of absence or placement on a  
43 reemployment list for reasons other than layoff, for such members who choose not to  
44 continue in an Inactive status under provisions of Section 1(b) above.  
45

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

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

4  
5           (5)     The effective date of removal from the bargaining unit, or voluntary  
6 termination of employment.

7  
8           (6)     The effective date of involuntary termination of employment, unless  
9 the member is eligible to continue and elects to retain Active status as permitted under  
10 provisions of Section 1(a)(2) above.

11  
12           (7)     Actions pursuant to Sections 5 or 6 below.

13  
14           **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay  
15 either dues or fair share service fees to CSEA pursuant to organizational security  
16 provisions in the collective bargaining agreement and who choose not to be Active  
17 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service  
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 90 days shall be conclusively presumed to have resigned his/her membership  
41 effective on said date and if applicable shall be subject to paragraph (a) above and such  
42 action as may be provided under the collective bargaining agreement, unless the  
43 Treasurer is notified 30 days prior thereto that the member has not resigned and  
44 arrangements for payment of arrearages are made.

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





1 and time (hours) during which balloting will take place, and the candidates and offices  
2 which will appear on the ballot. At least two (2) election tellers will be present at each  
3 balloting site to verify voter eligibility and secure the balloting process.

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

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

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

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

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

32  
33 **Section 6. Vacancies:**

34  
35 (a) A vacancy in the office of President shall be filled by the 1st Vice  
36 President.

37  
38 (b) For vacancies in any other elected office, the Executive Board shall submit  
39 its recommendation to fill the office in writing to the Chapter membership at least five  
40 working days in advance of a designated Chapter meeting. Nominations from the floor  
41 shall also be accepted at said meeting. If there are no nominations from the floor, the  
42 Executive Board's candidate shall be declared elected. If nominations from the floor are  
43 made, a secret ballot election shall be conducted among the Active members in good  
44 standing present.

1  
2 **ARTICLE V**  
3 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

4 **Section 1. Executive Board:** The Executive Board shall have general  
5 supervision of the affairs of the Chapter between the general membership meetings. It  
6 shall transact the routine business of the Chapter as authorized and required herein,  
7 approve the plans of the various committees, recommend action to be taken and voted  
8 upon by the general membership, and perform such other duties as are specified in this  
9 constitution. The Board shall be subject to the orders of the Chapter membership, and  
10 none of its actions shall conflict with actions taken by the Chapter membership.

11  
12 A report on all actions taken by the Executive Board shall be made to the  
13 membership at the next regular or special Chapter meeting, with such actions subject to  
14 membership ratification if appropriate.

15  
16 Minutes of Chapter and Executive Board meetings shall be kept on file for at  
17 least five years. Chapter financial records shall be kept on file for at least five years.

18  
19 The Executive Board shall meet at the call of the President or at such times and  
20 places designated by it; the President shall call a special meeting upon the written  
21 request of a majority of the Board.

22  
23 A majority of the members of the Executive Board shall constitute a quorum.

24  
25 **Section 2. Duties of Officers, General:** Upon separation from office, an  
26 officer shall immediately turn over to his/her successor or other properly designated  
27 CSEA official all books, records, money and other effects of the Chapter in his/her  
28 possession.

29  
30 **Section 3. President:** The President shall:

31  
32 (a) Be Chairperson of the Executive Board, call and preside over all meetings  
33 of the Chapter and Executive Board at which s/he is in attendance.

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

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

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

45  
46  
47  
48

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

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

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

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

9  
10          (d) Perform such other duties as may be assigned by the President/Executive  
11 Board or ordered by this constitution.

12  
13           **Section 5. 2nd Vice President:** The 2nd Vice President shall:

14  
15          (a) At all times assist the President in the performance of his/her duties.

16  
17          (b) Serve as Chairperson of the Membership, Scholarship and Ways & Means  
18 Committees.

19          (c) Coordinate the activities of the standing committees.

20  
21          (d) Perform such other duties as may be assigned by the President/Executive  
22 Board or ordered by this constitution.

23  
24           **Section 6. Secretary:** The Secretary shall:

25  
26          (a) Keep an accurate record of all proceedings of Chapter and Executive  
27 Board meetings, including an accurate roll of members and officers in attendance at  
28 each.

29  
30          (b) Keep an accurate roster of the officers of the Chapter and see that such  
31 information is forwarded to the Association as required.

32  
33          (c) Issue notices of all meetings of the Executive Board and Chapter  
34 meetings, which shall include notice of matters for discussion at same.

35  
36          (d) Notify members of all committees of their appointment/election.

37  
38          (e) Have custody of all correspondence, official documents and historical  
39 records of the Chapter, which shall be open at all times for the inspection of the  
40 President or his/her agent and members of the Executive Board.

41  
42          (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the  
43 Association and the constitution of this Chapter and see that copies of same are  
44 available for reference at all Executive Board and Chapter meetings, and available for  
45 inspection by the general membership upon request.

46  
47          (g) Perform such other duties as normally pertain to the office of Secretary or  
48 as may be assigned by the President/Executive Board or ordered by this constitution.

1           **Section 7. Treasurer:** The Treasurer shall:

2  
3           (a) Receive all funds of the Chapter and keep and disburse same under the  
4 direction of the President and as required by the Constitution & Bylaws of the  
5 Association and this Chapter.

6  
7           (b) Keep or cause to be kept regular books and full accounts which shall be  
8 open at all times to inspection of the President or his/her agent and the Auditing  
9 Committee.

10  
11           (c) Provide access to all records, vouchers and statements to the Auditing  
12 Committee for annual inspection at the close of each fiscal year.

13  
14           (d) Report at each meeting of the Executive Board and Chapter as to the  
15 financial condition of the treasury with a detailed statement of receipts and expenditures  
16 and accounts payable, to include per capita dues/fees paid and owed to the Association  
17 if any. The report to the Executive Board should also include copies of the bank  
18 statement(s)/reconciliation(s).

19  
20           (e) Prepare the annual PERB financial report to include the last day of the  
21 fiscal year, and immediately submit same to the President for review and forwarding to  
22 the Association, and the membership.

23  
24           (f) Promptly process and forward membership applications and dues  
25 payments to CSEA Headquarters and payroll deduction authorizations to proper district  
26 office for processing.

27  
28           (g) Maintain an accurate record of members in good standing, and prepare  
29 such monthly reports and remittances as may be required by the Association and  
30 promptly forward to CSEA Headquarters within thirty days of request.

31  
32           (h) Assist in preparation of the Chapter budget.

33  
34           (i) Upon leaving office, sign such bank signature cards or other documents  
35 necessary for the transfer of all Chapter accounts to the new Treasurer.

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

39  
40           **Section 8. Public Relations Officer:** The Public Relations Officer shall:

41  
42           (a) Edit and make available a newsletter or similar publication as may be  
43 authorized by the Executive Board and the Chapter membership.

44  
45           (b) Write articles of interest pertaining to Chapter affairs for local newspapers  
46 and official publications of the Association.

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

4  
5 **Section 9. Parliamentarian:** The Parliamentarian shall:

6  
7 (a) Attend all regular and special meetings of the Chapter and Executive  
8 Board.

9  
10 (b) Express opinions on points in question when so requested by the  
11 presiding officer.

12  
13 (c) Opinions rendered by the Parliamentarian shall be based on this  
14 Constitution and the Constitution/Bylaws of the Association.

15  
16 (d) In all matters not governed by the foregoing, *Robert's Rules of Order,*  
17 *Newly Revised* shall govern per Article XVI of this Constitution. The presiding officer  
18 shall accept the opinion rendered by the Parliamentarian.

19  
20 (e) If the office of Parliamentarian is vacant, the Immediate Past President will  
21 fulfill these duties.

22  
23 **Section 10. Chief Job Steward:** The Chief Job Steward shall:

24  
25 (a) Ensure that the Job Steward program of the Chapter functions according  
26 to the requirements set forth in this constitution, and maintain the necessary records on  
27 matters of contract enforcement to permit the Chapter to effectively represent  
28 bargaining unit employees.

29  
30 (b) Process all grievances not settled at the immediate-supervisory level,  
31 unless CSEA staff assistance is required.

32  
33 (c) Keep the Executive Board informed on all grievance activity.

34  
35 (d) In coordination with the 1st Vice President, call and conduct periodic  
36 meetings between the Site Representatives and Job Stewards to ensure an appropriate  
37 level of communication and coordination between these two programs.

38  
39 **Section 11. Immediate Past President:** The Immediate Past President shall:

40  
41 (a) Be a member of the Executive Board.

42  
43 (b) In the absence of the President and 1st Vice President, possess the  
44 powers and perform the duties of the President.

45  
46 (c) Serve as a member of the Negotiating Committee.  
47

1 (d) Perform such duties as may be assigned by the President and/or the  
2 Executive Board.

3  
4  
5 **ARTICLE VI**  
6 **MEETINGS**  
7

8 **Section 1.** Regular Chapter business meetings of this Chapter shall be held  
9 during the months of September through June, inclusive. The schedule of regular  
10 Chapter business meetings shall be established by the Executive Board in May of each  
11 year for the succeeding 12-month period. Each member shall be provided by June 1st  
12 with the dates, times, and places of all regular Chapter business meetings (September  
13 through June).

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

18  
19 **Section 3. Meeting Notices:**  
20

21 (a) **Regular Chapter Business Meetings.** Unless otherwise specified  
22 herein, a meeting notice shall precede all regular Chapter business meetings at least  
23 five (5) days in advance to allow members a reasonable opportunity to attend. Said  
24 notice shall include a summary of the business to be acted upon, and the time, date and  
25 place of the meeting.

26  
27 (1) A copy of said notice shall be posted at every site, in the  
28 newsletter, and/or website.

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

34  
35 **Section 4.** Unless otherwise ordered by 2/3 vote of the members present, the  
36 order of business at regular Chapter meetings shall be:

- 37  
38 (1) Pledge of Allegiance to the Flag  
39 (2) Approval of minutes of the previous meeting  
40 (3) Report of Executive Board actions  
41 (4) Communications  
42 (5) Treasurer's Report  
43 (6) Committee Reports  
44 (a) Report of the Membership Committee/Recognition of New  
45 Members  
46 (b) Report of the Negotiating Committee  
47 (c) Job Steward/Site Representative reports  
48 (d) Other committees as required

- 1 (7) Unfinished Business
- 2 (8) New Business
- 3 (9) Good of the Order
- 4 (10) Adjournment

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

9  
10  
11 **ARTICLE VII**  
12 **CONTROL OF FUNDS / BUDGET**

13  
14 **Section 1.** All funds received shall be deposited in the name of Corona Norco  
15 Chapter No. 369, CSEA, in such bank or other financial institution as approved by the  
16 Executive Board. No funds shall be disbursed except by check, duly authorized and  
17 signed by the Treasurer and the President. In the event of absence of, inability to act  
18 by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature  
19 of the President and one of the following: 1st Vice President, Secretary.

20  
21 **Section 2.** The Executive Board shall prepare an annual budget for approval  
22 of the Chapter membership no later than February of each year, which shall contain  
23 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve  
24 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,  
25 except that the Treasurer shall submit any single expenditure in excess of \$100 to the  
26 Executive Board for prior approval. Any expenditure in excess of those approved in the  
27 budget must have prior approval of the Chapter membership.

28  
29  
30 **ARTICLE VIII**  
31 **COMMITTEES**

32  
33 **Section 1. Standing Committees:** Unless otherwise provided herein, the  
34 President shall appoint the following standing committees, which appointment shall be  
35 subject to the ratification of the Executive Board:

36

<u>Committee</u>	<u>Minimum Membership</u>
37 Auditing	1
38 Elections (Tellers)	2 for each balloting site
39 Insurance	3
40 Membership	1
41 Negotiating	6
42 Nominating	3+
43 Reclassification/Upgrade	3
44 Scholarship	3
45 Ways and Means	2

46  
47

1           **Section 2. Eligibility:** All committee chairs and members shall be appointed  
2 from the "Active" members in good standing of the Chapter who have attended at least  
3 four (4) regular Chapter business meetings during the 12-month period immediately  
4 preceding the month in which they are appointed.  
5

6           **Section 3. Ad Hoc Committees:** Such other committees as the Executive  
7 Board or the Chapter membership may deem necessary to perform a specified task for  
8 the welfare of the Chapter may be appointed. The Executive Board shall determine the  
9 composition of such committees and the duration of their appointment, which shall not  
10 extend beyond the close of the fiscal year.  
11

12           **Section 4.** The 2nd Vice President shall act as coordinator of all appointed  
13 committees, and shall be Chairperson of the Membership, Scholarship, and Ways &  
14 Means Committees.  
15

16           The Immediate Past President shall be a member of the Negotiating Committee.  
17

18           **Section 5.** The President shall be, ex-officio, a member of all committees,  
19 except the Nominating Committee.  
20

21           **Section 6. Quorum:** A majority of the members of any committee must be  
22 present at any meeting to constitute a quorum.  
23

24           **Section 7. Terms:** Unless otherwise provided herein, the term of office for all  
25 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
26 their successors are appointed, provided that any committee member shall  
27 automatically forfeit the office if they cease to be an Active member in good standing.  
28

29           **Section 8. Auditing Committee:** It shall be the duty of this committee to  
30 receive and audit the books and records of the Treasurer immediately after the close of  
31 each fiscal year, and at such other times as may be directed by the President, and  
32 report its findings to the Chapter membership.  
33

34           **Section 9. Elections Committee (Tellers):** It shall be the duty of this  
35 committee to supervise and assist in the preparation, distribution, and counting of the  
36 ballots in **all** elections (including contract ratifications) within the Chapter, and certify the  
37 results to the Chapter President. In addition, the committee shall ensure that election  
38 procedures are in accordance with applicable provisions of the Association's  
39 Constitution & Bylaws and Policy, and this constitution.  
40

41           **Section 10. Insurance Committee:** It shall be the duty of the Insurance  
42 Committee to review the benefits/insurance package on an annual basis. They will  
43 make recommendations for changes and give input to the Negotiations Committee if  
44 they find issues that pertain to negotiations.  
45  
46  
47

1           **Section 11. Membership Committee:** It shall be the duty of this committee to  
2 strive for 100% CSEA membership within the represented bargaining unit(s), and to  
3 prepare and execute a program designed to secure new members and stimulate  
4 membership attendance at Chapter meetings on an ongoing basis.

5  
6           **Section 12. Negotiating Committee (Team):**

7  
8           (a) The Negotiating Committee shall consist of a chairperson as designated  
9 by the Chapter President, the Immediate Past President, plus one (1) representative  
10 from each of the major job classifications represented by this Chapter, as follows:  
11 Clerical, Maintenance/Custodial, Food Services and Instructional Assistants.

12  
13           (b) The committee members shall be appointed by the President from among  
14 the members in good standing employed in each of the designated classifications.

15  
16           (c) Term of office for the appointed members shall commence upon their  
17 appointment and will coincide with the length of the contract they negotiate.

18  
19           (d) Vacancies shall be filled by appointment by the President within the  
20 designated classification for the remainder of the original term only.

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

22  
23           (1) Research issues and prepare and submit initial bargaining  
24 proposals (including proposals on reopeners) for review and approval of members in  
25 good standing of the bargaining unit(s) prior to commencement of negotiations.

26           (2) Negotiate the contract (including reopeners and modifications) for  
27 and on behalf of the Chapter with assistance from CSEA field staff.

28  
29           (3) Keep the Executive Board and the membership informed on the  
30 progress of negotiations and solicit membership input where advisable.

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

33  
34           **Section 13. Nominating Committee:** It shall be the duty of this committee to  
35 investigate the qualification of members for the elective offices and present a slate of  
36 officers to the Chapter membership at the October meeting.

37  
38           **Section 14. Reclassification/Upgrade Committee:** It shall be the duty of this  
39 committee to assist members applying for reclassification or upgrade. Any person or  
40 group of people requesting a reclassification or upgrade should submit a request to the  
41 Reclassification/Upgrade Committee no later than February 1<sup>st</sup> of each year for review,  
42 input and recommendations.

43  
44           **Section 15. Scholarship Committee:** It shall be the duty of this committee to  
45 notify the High Schools in the District of the availability of CSEA Scholarships for  
46 CNUSD graduates. The one qualification is that the parent/guardian must be a member

1 of CSEA Chapter #369. The committee shall strive for equal representation among all  
2 District sites.

3  
4 The amount of the scholarships will be decided by the Executive Board based on  
5 the number of qualified applicants and the amount of funds in the Scholarship account.

6  
7 **Section 16. Ways and Means Committee:** It shall be the duty of this  
8 committee to sponsor events that will raise funds for the Chapter and promote unity  
9 within the Chapter.

10  
11  
12 **ARTICLE IX**  
13 **SITE REPRESENTATIVES**

14  
15 **Section 1.** Voluntary Site Representatives, to serve each worksite, shall be  
16 appointed to one-year terms by the President and ratified by the Executive Board.

17  
18 **Section 2.** Site representative duties shall be to:

19  
20 (a) Distribute Chapter newsletter, bulletins, and other CSEA information at the  
21 work site; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

22  
23 (b) Conduct periodic site-level meetings to keep the members informed of  
24 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to  
25 keep members informed of Association and/or Chapter activity regarding grievances,  
26 PERB decisions, contract negotiations, legislative and political activity, and other  
27 matters of importance.

28  
29 (c) Relay member concerns to the Chief Job Steward or other Chapter officer.

30  
31 (d) Attend regular Chapter business meetings; attend training workshops and  
32 other seminars as directed and approved by the Executive Board.

33  
34 (e) Welcome new employees and educate employees about CSEA.

35  
36 (f) Distribute information to keep members informed about the legislative  
37 program of the Association. Work cooperatively with the Political Action Coordinator  
38 and Area PACE representative. Encourage all members to financially support PACE of  
39 CSEA and the Victory Club.

40  
41  
42 **ARTICLE X**  
43 **RECALL OR REMOVAL FROM OFFICE**

44  
45 **Section 1. Recall of Elected Offices**

46  
47 (a) Any member of the Executive Board, and conference delegates and  
48 alternates, may be recalled from office upon a 2/3 secret ballot vote of Active members

1 of the Chapter in good standing present and voting at a meeting called for the purpose  
2 of a recall action.

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

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

## 20 21 **Section 2. Removal of Appointed Offices**

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

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

## 33 34 **Section 3. Resignation from Office**

35  
36 (a) A resignation by an elected officer is not effective until accepted by the  
37 Active members in good standing present at a regular Chapter business meeting.

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

## 41 42 43 **ARTICLE XI** 44 **DELEGATES TO CONFERENCE**

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

1 (a) The Chapter President.

2  
3 (b) All Executive Board members.

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

7  
8 (1) **Eligibility:** Only those Chapter members who have maintained  
9 “Active” membership in good standing for at least one full year and who have attended  
10 four (4) regular Chapter business meetings or CSEA training sessions during the 12-  
11 month period immediately preceding nomination are eligible to be Conference delegates  
12 and/or alternates.

13  
14 **Section 2. Election:**

15  
16 (a) Nominations for the authorized delegate positions, other than the  
17 Executive Board members, shall be taken at the regular Chapter business meeting in  
18 March, and election shall be by secret ballot at the regular Chapter business meeting in  
19 April. Eligible nominees who are not elected as delegates will be considered alternates  
20 as per (c) below.

21  
22 (b) Notification of nominations and election and all other procedural matters  
23 relating to delegate and alternate election shall conform to Association Policy 618 and  
24 shall be conducted under the supervision of the Elections Committee.

25  
26 (c) In the event a delegate cannot attend, the Executive Board shall  
27 determine which alternate shall replace the authorized delegate based on the number of  
28 votes received during the delegate election. The alternate with the highest number of  
29 votes is the first alternate, second highest number of votes is the second alternate, etc.

30  
31 **Section 3. Responsibilities:** Delegates shall attend all conference business  
32 and other sessions of importance to the Chapter. In addition, the delegates shall:

33  
34 (a) Attend at least one orientation meeting at the regional or area level of the  
35 Association concerning the resolutions to the upcoming conference, as directed by the  
36 Executive Board.

37  
38 (b) Make an oral report to the Chapter membership at the first regular Chapter  
39 business meeting following the conference.

40  
41  
42 **ARTICLE XII**  
43 **CONTRACT RATIFICATION**

44  
45 **Section 1.** Contract ratification procedures will comply with the provisions of  
46 Association Policy 610.

47  
48

1           **Section 2. Initial Proposals:**

2  
3           (a) The initial bargaining proposal will be determined by a vote of the  
4 membership.

5           (b) Copies of the Chapter's initial proposal and the employer's initial proposal  
6 shall be submitted to the field director and labor relations representative for review.  
7

8           **Section 3. Negotiated Agreement:**

9  
10          (a) When the Negotiating Committee has negotiated a contract, tentative  
11 agreement, or modifications to an existing contract, it shall immediately submit one copy  
12 to the CSEA labor relations representative assigned to service the Chapter, for review  
13 by the Association prior to membership ratification.  
14

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

21           **Section 4. Ratification Procedures:**

22  
23          (a) A copy of the tentative agreement or a summary of the tentative  
24 agreement, and a statement as to whether the Negotiating Committee is recommending  
25 ratification or rejection of the agreement, shall be provided each CSEA member of the  
26 bargaining unit(s) prior to the "contract information" meetings noted below. *If a*  
27 *summary only is provided, copies of the tentative agreement containing the exact*  
28 *language of the proposal shall be available for review at said meeting(s).*  
29

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

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

- 39                 (1) To individual bargaining unit employees utilizing the U.S. mail,  
40 employee mail, or electronic mail available to CSEA.  
41                 (2) Distribution by Site Representatives or others;  
42                 (3) Posting on CSEA Bulletin Board and/or in prominent locations at  
43 each work site.  
44

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

1 (d) **Conduct of Informational Meetings:**

2  
3 (1) The Negotiating Committee shall review the provisions of the  
4 Tentative Agreement and indicate its recommendations for ratification or rejection and  
5 reasons therefore.

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

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

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

18  
19 (1) The ratification vote shall be conducted by secret ballot at all  
20 CNUSD Comprehensive High Schools. The dates and times for conducting the  
21 balloting shall be as determined by the Executive Board, except that the balloting shall  
22 not be earlier than the day following the informational meetings.

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

29  
30 (3) The balloting process and vote tally shall be conducted in  
31 accordance with procedures proscribed by Association Policy 610. It shall require a  
32 majority vote to ratify. Absentee or proxy votes shall not be permitted.

33  
34 (4) The results of the balloting shall be provided to the membership no  
35 later than five days following the vote tally, and shall be announced at the next following  
36 Chapter meeting, by District mail, and by Site Reps.

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

42  
43  
44 **ARTICLE XIII**  
45 **CONCERTED ACTIVITIES**

46  
47 **Section 1.** No concerted withholding of service shall be instituted by this  
48 Chapter unless such concerted action has been approved at a regular or special

1 membership meeting, advance notice having been given, by secret ballot vote of not  
2 less than 65% of the Active members in good standing present and voting; and approval  
3 for such concerted activity has been granted by the Association's Board of Directors.  
4

5 **Section 2.** If the dispute relates to contract negotiations, no concerted  
6 withholding of service shall be instituted unless the last offer of the employer has been  
7 submitted to the Chapter membership in accordance with Article XII of this constitution  
8 and has been rejected, and the requirements of Section 1 above shall have been met.  
9

10  
11 **ARTICLE XIV**  
12 **AMENDMENTS TO CONSTITUTION**  
13

14 **Section 1.** This Constitution shall at all times conform to all provisions of the  
15 Association Constitution & Bylaws and Policy, and where any conflict should occur, the  
16 Association Constitution & Bylaws and/or Policy shall prevail.  
17

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

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

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

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

46 **Section 1.** Should the Chapter disband for any reason, all financial accounts  
47 shall be transferred to the control of the Association, and a final audit of the financial  
48 books and records of the Chapter shall be made in conjunction with the Association's

1 Analyst/Auditor. Upon conclusion and certification of such audit, final distribution of  
2 funds shall be as follows:

3  
4 (a) All outstanding obligations of the Chapter shall be promptly paid.

5  
6 (b) All funds due and owing the Association shall be promptly remitted to the  
7 Association's general fund.

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

12  
13  
14 **ARTICLE XVI**  
15 **PARLIAMENTARY AUTHORITY**

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

21 **ARTICLE XVII**  
22 **FISCAL YEAR**

23  
24 The fiscal year of this Chapter shall extend from January 1 through December  
25 31, inclusive.

26  
27  
28 **ARTICLE XIX**  
29 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**

30  
31 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by  
32 the President and ratified by the Executive Board.

33  
34 **Section 2.** His/her duties shall be to:

35  
36 (a) Direct Chapter members to the right sources so they receive the best  
37 retirement information available.

38  
39 (b) Attend regular Chapter business meetings and training workshops/  
40 seminars as directed and approved by the Chapter President.