

**CONSTITUTION OF
Glendale Community College Chapter No. 76, CSEA
Latest Revision June 15, 2022**

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 Glendale Community College Chapter No. 76, CSEA.

APPROVED

California School Employees Association

Date: November 3, 2022

By: *Deana M. Craig*, Executive Coordinator

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Glendale Community College Chapter No. 76 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.

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1 (4) Active members of this Chapter must also be Active members of
2 the Association as defined in the Association's Constitution.
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4 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an
5 unpaid leave of absence by the employer, or (2) is placed on a reemployment list for
6 reasons other than layoff and is not otherwise in a paid status with the employer, or (3)
7 is laid off and elects not to continue as an Active member under provisions of paragraph
8 (a)(1) above, may continue membership in an "Inactive" status until expiration of the
9 approved leave of absence or reemployment list, or until returned to paid employment
10 status in an eligible position [as defined by paragraph (a) above], whichever occurs first,
11 upon continued payment of dues at half (1/2) the rate required of them as an Active
12 member at the time the leave or placement on the reemployment list occurred. Such
13 dues shall be paid annually in advance, or for the number of months of the approved
14 leave if less than one (1) year. Such members shall be eligible to continue to receive
15 such membership benefits as are generally made available to the Active membership,
16 unless specifically excluded by contract. They shall not, however, be accorded voice or
17 vote in Chapter or Association affairs.
18

19 (c) **Active Retired:** Any person who was a member of the Chapter at the
20 time of retirement and who also maintains a retired membership in good standing with
21 the Association may continue as an Active member of this Chapter upon payment of the
22 regular Chapter dues required of Active members. Such dues shall be paid annually in
23 advance or monthly in advance direct to the Chapter Treasurer. Such members shall
24 be entitled to continued full participation in Chapter affairs, including the right to hold
25 appointive or elective offices and the right to vote, with the exception of the right to vote
26 in contract ratification and concerted activities matters.
27

28 Should such member cease to be a retired member in good standing of the
29 Association, his/her Chapter membership shall automatically terminate.
30

31 **Section 2.** Active membership shall be effective upon the completion, dating,
32 and signing of an official CSEA application form as provided by the Association, and
33 execution of a valid authorization for payroll deduction of dues or payment of at least
34 one (1) year's dues in advance. The application shall be immediately forwarded,
35 together with advance dues received if any, to the Association. The Association shall
36 send payroll deduction authorizations to the appropriate district office.
37

38 **Section 3. Membership "In Good Standing"**
39

40 (a) Membership "in good standing" shall be effective and shall continue upon
41 receipt of the required dues for the current month. For purposes of establishing voting
42 rights and eligibility to hold an elected or appointed office, Active members whose dues
43 are paid via payroll deduction shall not be deemed to be in good standing until the first
44 of the month following the month in which the first dues are deducted, unless s/he pays
45 dues in cash for the interim period.
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1 (b) Membership shall terminate with:
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3 (1) The effective date of layoff for members who are laid off and who
4 choose not to continue in either an Active or Inactive status under provisions of Sections
5 1(a)(1) or 1(b) above.
6

7 (2) The effective date of an unpaid leave of absence or placement on a
8 reemployment list for reasons other than layoff, for such members who choose not to
9 continue in an Inactive status under provisions of Section 1(b) above.
10

11 (3) The date of termination of their 39-month reemployment rights or
12 approved leave of absence for members who have continued in an Active or Inactive
13 status, if such members have not been returned to active employment.
14

15 (4) The date of execution of a document terminating payroll deduction
16 of dues, unless arrangements have been made with the Chapter Treasurer for advance
17 cash payment. However, the dues authorization signed by a member is a contract which
18 by law is not terminable without reasonable advance written notice being provided to the
19 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
20 being five (5) days.
21

22 (5) The effective date of removal from the bargaining unit, or voluntary
23 termination of employment.
24

25 (6) The effective date of involuntary termination of employment, unless
26 the member is eligible to continue and elects to retain Active status as permitted under
27 provisions of Section 1(a)(2) above.
28

29 (7) Actions pursuant to Sections 4 or 5 below.
30

31 **Section 4. Delinquency & Resignation:**
32

33 (a) Members who no longer wish to retain that status may resign CSEA
34 membership by providing a five (5) day advance written notification to the Area's
35 assigned CSEA Field Office. Such notification must include the member's name,
36 address, employer's name or Chapter name, the last four (4) digits of his/her social
37 security number, and his/her CSEA ID number or Employee ID number.
38

39 (b) Any member failing to pay all dues owed for the current month shall be
40 deemed delinquent and shall not be considered to be in good standing until such
41 delinquency has been remitted.
42

43 (c) Members who have resigned shall, upon reapplication, be admitted as
44 new members.
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1 **Section 5. Expulsion, Suspension, Discipline:**
2

3 (a) No member may be involuntarily removed from the membership rolls
4 except as provided for in Sections 3 and 4 above, or in accordance with the procedures
5 for expulsion, suspension and discipline of members as specified in the Association
6 Constitution.
7

8 (b) All matters for proposed disciplinary action against members shall be
9 referred to the Association for action, except that members may be recalled from office
10 in accordance with provisions of Article XI of this Constitution.
11

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13 **ARTICLE III**
14 **DUES and ASSESSMENTS**
15

16 **Section 1. Association Per Capita Dues**
17

18 (a) Per capita dues to the Association for Active members shall be assessed
19 at the rate of 1.5% of the first \$3,150 of monthly gross salary (excluding overtime, but
20 including longevity, professional growth and anniversary increments), but not to exceed
21 a maximum of \$472.50 for the 12-month period commencing each September 1st and
22 continuing through the following August 31st. Said dues shall be payable by payroll
23 deduction or annually in advance direct to the Association.
24

25 (1) Payroll deduction shall commence in September of each year and
26 continue through the following August for each month the member is in a paid status, or
27 until the maximum of \$472.50 has been deducted, whichever comes first.
28

29 (2) Annual in advance payments must be remitted direct to the
30 Association's accounting office no later than September 30, or within thirty (30) days
31 following membership application for new members after September. Such annual
32 payments shall be as calculated by the Association's Accounting Office in accordance
33 with the Association's Bylaws.
34

35 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
36 Chapter shall be \$30.00 per year, payable by payroll deduction during each of the
37 months October through July in which the member is in regular paid status; or payable
38 annually in advance to the Chapter Treasurer.
39

40 **Section 3.** The local Chapter dues plus the Association per capita dues equals
41 the member's total dues requirement.
42

43 **Section 4. Assessments:** No assessments shall be levied in this Chapter
44 other than those approved by three-fourths (3/4) of the Chapter membership present
45 and voting on the question by secret ballot, provided that each member has been
46 notified in writing at least ten (10) days in advance of the nature of the proposal and the
47 time, date and place where the matter will be voted on.
48
49

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

7
8 (e) The Chapter President shall set the dates for online balloting, which shall
9 begin no sooner than December 1. The online balloting shall be available on the same
10 day the election notice is mailed and shall remain open until the date set to close.

11
12 (f) The election notice shall be sent at least ten (10) calendar days in
13 advance of the date set for online balloting to close. Notice must be mailed via U.S. First
14 Class mail to each CSEA member in good standing who is eligible to vote in the election
15 at his/her last known home address, except that notice may be e-mailed to such
16 members who have an e-mail address on file with the chapter.

17
18 (g) The Chapter President shall provide advance notice to all candidates so
19 that they or their representative may be present to observe the entire balloting process,
20 including the preparation and distribution of the online election notices.

21
22 (h) It shall require a plurality vote to elect. If a tie exists, the election shall be
23 determined by lot (draw) between the tied candidates. Write-in votes shall not be
24 accepted. The official ballot tally shall be provided in writing to all candidates and
25 notices posted accessible to all Chapter members within five (5) working days and shall
26 be announced at the next following Chapter meeting at which the presiding officer shall
27 officially declare the winning candidates or announce such other action as may be
28 necessary.

29
30 (i) All election documents, including notices of nomination and election
31 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
32 all challenges to the election or charges of misconduct in running the election have
33 been resolved, whichever is the longer period.

34
35 **Section 5. Terms of Office:** Elected officers shall take office and assume
36 their duties on the January 1 following their election and shall continue to serve for
37 two (2) years or until their successors are elected, provided that any officer shall
38 automatically forfeit such office if they cease to be an Active member in good standing.

39
40 (a) A member who has completed two (2) consecutive two-year terms shall
41 not be permitted to hold that office again until two (2) years have passed since the
42 completion of the last term.

43
44 **Section 6. Vacancies:**

45
46 (a) A vacancy in the office of President shall be filled by the 1st Vice
47 President.

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1 (b) For vacancies in any other elected office, the Executive Board shall submit
2 its recommendation to fill the office in writing to the Chapter membership at least five (5)
3 working days in advance of a designated Chapter meeting. Nominations from the floor
4 shall also be accepted at said meeting. If there are no nominations from the floor, the
5 Executive Board's candidate shall be declared elected. If nominations from the floor are
6 made, a secret ballot election shall be conducted among the Active members in good
7 standing present.
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10 **ARTICLE V**
11 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**
12

13 **Section 1. Executive Board:** The Executive Board shall have general
14 supervision of the affairs of the Chapter between the general membership meetings. It
15 shall transact the routine business of the Chapter as authorized and required herein,
16 prioritize and determine recommendations on matters requiring discussion and action
17 by the general membership, and perform such other duties as are specified in this
18 constitution. The Board shall be subject to the orders of the Chapter membership, and
19 none of its actions shall conflict with actions taken by the Chapter membership.
20

21 A report on all actions taken by the Executive Board shall be made to the
22 membership at the next regular or special Chapter meeting, with such actions subject to
23 membership ratification if appropriate.
24

25 Minutes of Chapter and Executive Board meetings shall be kept on file for at
26 least five (5) years. Chapter financial records shall be kept on file for at least five (5)
27 years.
28

29 The Executive Board shall meet at the call of the President or at such times and
30 places designated by it; the President shall call a special meeting upon the written
31 request of a majority of the Board. Attendance of all Executive Board members is
32 required at all Executive Board meetings, unless prior notification has been given to the
33 President.
34

35 A majority of the members of the Executive Board shall constitute a quorum.
36

37 **Section 2. Duties of Officers, General:** Upon separation from office, an
38 officer shall immediately turn over to his/her successor or other properly designated
39 CSEA official all books, records, money and other effects of the Chapter in his/her
40 possession.
41

42 **Section 3. President:** The President shall:
43

44 (a) Chair the Executive Board as well as call and preside over all meetings of
45 the Chapter and Executive Board at which s/he is in attendance.
46

47 (b) Fix the time and place of monthly Chapter and Executive Board meetings,
48 except as otherwise directed by the membership; and provide a calendar to the
49 Secretary for distribution.

1 (c) Set the agenda for Chapter meetings, as noted in Article VI, and provide
2 to the Secretary for distribution to the membership.

3
4 (d) Attend all regional presidents' meetings (RPMs) and such other meetings
5 as required by the Association or at the direction of the Chapter, and report back to the
6 Executive Board and Chapter membership at the next Chapter meeting, with
7 recommendations for Chapter action or as otherwise required.

8
9 (e) Ensure that the Executive Board, appointed officials, and the membership
10 are equally represented and afforded the opportunity to express their concerns and
11 opinions freely.

12
13 (f) In coordination with the Chief Union Steward, call and conduct periodic
14 meetings between the Site Representatives and Union Stewards to ensure an
15 appropriate level of communication and coordination between these two (2) programs.

16
17 (g) Develop and maintain communication with all constituencies of the
18 college.

19
20 (h) Perform such other duties as normally pertain to the office of President or
21 ordered by this constitution.

22
23 **Section 4. 1st Vice President:** The 1st Vice Vice President shall:

24
25 (a) In the absence or disability of the President, possess all of the powers and
26 perform all of the duties in his/her stead.

27
28 (b) At all times assist the President in the performance of his/her duties.

29
30 (c) Assume the office of President if a vacancy occurs.

31
32 (d) Coordinate and direct the activities of the Site Representatives, standing
33 committees, and any adhoc committees.

34
35 (e) Perform such other duties as may be assigned by the President/Executive
36 Board or ordered by this constitution.

37
38 **Section 5. 2nd Vice President:** The 2nd Vice President shall:

39
40 (a) Assist the 1st Vice President in the performance of his/her duties, as
41 directed.

42
43 (b) Recruit classified representatives from the membership to volunteer
44 service on standing governance committees within the college. The 2nd Vice President
45 shall do this with consideration to skill, interest, and avoiding any "conflict of interest"
46 situations in representation on such committees. This office will also coordinate reports
47 on these governance committees to the Executive Board and membership.

48
49 (c) Serve as Chairperson of the Membership Committee.

1 (d) Perform such other duties as may be assigned by the President/Executive
2 Board or ordered by this constitution.
3

4 **Section 6. Secretary:** The Secretary shall:
5

6 (a) Keep an accurate record of all proceedings of Chapter and Executive
7 Board meetings, including an accurate roll of members and officers in attendance at
8 each; and post these records to the Chapter website and provide to the
9 Communications Officer for the newsletter and any other distribution.
10

11 (b) Keep an accurate roster of the officers of the Chapter and see that such
12 information is forwarded to the Association as required.
13

14 (c) Issue notices of all meetings of the Executive Board and Chapter
15 meetings, which shall include an agenda/notice of matters for discussion at same.
16

17 (d) Notify members of all committees of their appointment/election.
18

19 (e) Maintain all correspondence, official documents and historical records of
20 the Chapter, which shall be open at all times for inspection by the President or his/her
21 designee and members of the Executive Board.
22

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

28 (g) Perform such other duties as normally pertain to the office of Secretary or
29 as may be assigned by the President/Executive Board or ordered by this constitution.
30

31 **Section 7. Treasurer:** The Treasurer shall:
32

33 (a) Receive all funds of the Chapter and keep and disburse same under the
34 direction of the President and as required by the Constitution & Bylaws of the
35 Association and this Chapter.
36

37 (b) Maintain regular books and full accounts which shall be open at all times
38 to inspection by the President or his/her designee, and the Auditing Committee.
39

40 (c) Provide access to all records, vouchers, and statements to the Auditing
41 Committee and Executive Board for annual inspection at the close of each fiscal year.
42

43 (d) Report at each meeting of the Executive Board and Chapter as to the
44 financial condition of the treasury with a detailed statement of receipts and expenditures
45 and accounts payable, to include per capita dues/fees paid and owed to the Association
46 if any. The report to the Executive Board should also include copies of the bank
47 statement(s)/reconciliation(s).
48
49

1 (e) Prepare the annual financial report to include the last day of the fiscal
2 year, and immediately submit same to the President for review and forwarding to the
3 Association, and the membership.

4
5 (f) Promptly forward membership applications and dues payments to the
6 Association. The Association shall send payroll deduction authorizations to the
7 appropriate district office for processing.

8
9 (g) Maintain an accurate record of members in good standing, and prepare
10 such monthly reports and remittances as may be required by the Association and
11 promptly forward to CSEA Headquarters within thirty (30) days of request.

12
13 (h) Assist in preparation of the annual Chapter budget.

14
15 (i) Upon leaving office, sign such bank signature cards or other documents
16 necessary for the transfer of all Chapter accounts to the new Treasurer.

17
18 (j) Perform such other duties as normally pertain to the office of Treasurer or
19 as may be assigned by the President/Executive Board or ordered by this constitution.

20
21 **Section 8. Communications Officer:** The Communications Officer shall:

22
23 (a) Edit and distribute a newsletter or similar publication (such as Chapter
24 website) as may be authorized by the Executive Board and the Chapter membership.

25
26 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
27 and official publications of the Association.

28
29 (c) Perform such other duties as normally pertain to the Communications
30 Officer or as may be assigned by the President/Executive Board or ordered by this
31 constitution.

32
33 **Section 9. Chief Union Steward:** The Chief Union Steward shall:

34
35 (a) Attend training sessions for Chief Union Stewards provided by the
36 Association and/or other appropriate training as directed by the President.

37
38 (b) Ensure that the Union Steward program of the Chapter functions
39 according to the requirements set forth in this constitution; and maintain the necessary
40 records on matters of contract enforcement to permit the Chapter to effectively
41 represent bargaining unit employees.

42
43 (c) Process all grievances not settled at the immediate-supervisory level,
44 unless CSEA staff assistance is required.

45
46 (d) Serve as Chairperson of the Grievance Committee; and keep the
47 Executive Board informed on all grievance activity.

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

4
5 (f) Handle any and all responsibilities of Union Stewards, as described in
6 Article IX, if there are an insufficient number to handle issues and/or pending
7 grievances.

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10 **ARTICLE VI**
11 **MEETINGS**
12

13 **Section 1.** Regular business meetings of this Chapter shall be held during the
14 months of September through August, inclusive. The schedule of such meetings shall
15 be established in January of each year for the succeeding twelve (12) month period and
16 shall be provided to the membership.

17
18 **Section 2.** Special meetings of the Chapter may be called by the Chapter
19 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the
20 Executive Board or upon petition to the President of twenty percent (20%) of the
21 Chapter membership. At the President's discretion, additional Chapter meetings may
22 be called during July and/or August.

23
24 **Section 3. Meeting Notices:**

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

30
31 (b) **Special Meetings.** Notice for special meetings shall include the specific
32 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
33 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
34 may be given in an emergency situation.

35
36 **Section 4. Electronic Meeting.** Meetings of the Chapter may be conducted
37 through use of Internet meeting services designated by the President that support
38 voting, support visible displays identifying those participating, identifying those seeking
39 recognition to speak, showing (or permitting the retrieval of) the text of pending motions,
40 and showing the results of votes.

41
42 Meetings of the Chapter may be held electronically when the Chapter President
43 has obtained consent from two-thirds (2/3) of the Executive Board; or, in the case of
44 Special Meetings, when so directed by those calling the special meeting. Meetings held
45 electronically shall be subject to the following rules:
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1 (a) **Meeting notices.** Appropriate login information necessary to connect to
2 the meeting and information on how to participate in the meeting shall be included in the
3 meeting notice including phone login information to participate aurally by telephone.
4 Members joining by phone should announce themselves at the direction of the chair at
5 the first opportunity.
6

7 (b) **Voting.** Votes shall be taken by the voting feature of the Internet meeting
8 service, unless a different method such as a roll call or raised hand vote is approved by
9 the members. Members participating by phone only shall vote by roll call at the direction
10 of the chair. Internet meeting service shall not be used for secret ballot votes.
11

12 (c) **Obtaining the floor or interrupting a member.** A member has the floor
13 and may unmute once recognized by the chair. A member may only interrupt a speaker
14 for a specific motion or request which under the rules permits a member to do so. A
15 member who intends to make such a motion or request shall so indicate to the chair and
16 then shall wait a reasonable time for the chair's instructions before attempting to
17 interrupt the speaker by voice.
18

19 (d) **Member participation and forced disconnections.** All chapter members
20 in attendance have the right to participate in the meeting including making motions and
21 speaking in debate. However, the chair may cause or direct the muting or disconnection
22 of a member's connection if it is causing interference with the meeting (such as
23 interrupting other members when not permitted by the rules or when not recognized by
24 the chair or if there is repeated, disruptive background noise). The chair's decision to do
25 so must be announced to all participants prior to any action taken and is subject only to
26 an undebatable appeal that can be made by any member present. To be in order, the
27 appeal must be made immediately, before business moves onto the next subject. If
28 appealed, a majority vote of members present is required to overturn the decision of the
29 chair.
30

31 (e) **Technical requirements.** Each member is responsible for their own audio
32 and Internet connections. No action shall be invalidated on the grounds that the loss of,
33 or poor quality of, a member's individual connection prevented participation in the
34 meeting.
35

36 **Section 5.** Unless otherwise ordered by two-thirds (2/3) vote of the members
37 present, the order of business at regular Chapter meetings shall be:
38

- 39 (1) Pledge of Allegiance to the Flag
- 40 (2) Approval of Minutes of the Previous Meeting
- 41 (3) Communications
- 42 (4) Report of Executive Board Actions
- 43 (5) Treasurer's Report
- 44 (6) Committee Reports
- 45 (7) Unfinished Business
- 46 (8) New Business
- 47 (9) Good of the Order
- 48 (10) Adjournment
49

1 (c) The 2nd Vice President shall be Chairperson of the Membership
2 Committee, and act as coordinator of members serving on college governance
3 committees.

4
5 (d) The Chief Union Steward shall be Chairperson of the Grievance
6 Committee.

7
8 **Section 4. Quorum:** A majority of the members of any committee must be
9 present at any meeting to constitute a quorum.

10
11 **Section 5. Terms:** Unless otherwise provided herein, the term of office for all
12 committees shall be from January 1 until the end of the Chapter and fiscal year or until
13 their successors are appointed, provided that any committee member shall
14 automatically forfeit the office if they cease to be an Active member in good standing.

15
16 **Section 6. Auditing Committee:** It shall be the duty of this committee to
17 receive and audit the books and records of the Treasurer immediately after the close of
18 each fiscal year, and at such other times as may be directed by the President, and
19 report its findings to the Chapter membership.

20
21 **Section 7. Elections Committee:** It shall be the duty of this committee to
22 supervise and assist in the preparation, distribution, and counting of the ballots in all
23 elections (including contract ratifications) within the Chapter, and certify the results to
24 the Chapter President. In addition, the committee shall ensure that election procedures
25 are in accordance with applicable provisions of the Association's Constitution & Bylaws
26 and Policy, and this constitution.

27
28 **Section 8. Grievance Committee:**

29
30 (a) It shall be the duty of the Grievance Committee to supervise and assist the
31 operation of the Chapter's Union Steward program. The committee shall ensure that all
32 grievances are handled properly in their investigation and filing and consistent in their
33 resolution.

34
35 (b) The committee shall be empowered to review proposed settlements of
36 grievances undertaken by individual members of the bargaining unit (i.e., without
37 representation of a Union Steward or CSEA staff) to ensure they are resolved
38 consistent with provisions of the collective bargaining agreement.

39
40 (c) The committee shall review all grievances going beyond the immediate
41 supervisory level to determine whether CSEA staff assistance should be obtained. If
42 staff assistance is required, the President shall be so notified.

43
44 (d) The committee shall review all grievances being considered for arbitration
45 and recommend to the Executive Board whether each particular case should be
46 arbitrated.

47
48 (e) The Chief Union Steward shall serve as Chairperson of this committee.
49

1 **Section 9. 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. The 2nd Vice
5 President shall serve as Chairperson of this committee.
6

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

9 (a) The members of the Negotiating Committee shall consist of the Chief
10 Negotiator, plus at least one (1) representative from each of the three (3) of the major
11 job groupings represented by this Chapter, as follows: Student Services, Instructional
12 Services, and Administrative Services. Whenever a particular job grouping has a job-
13 specific item being negotiated, it is mandatory that a member (or members) of that job
14 grouping be consulted by the team.
15

16 (b) The Chief Negotiator shall be appointed by the President from among the
17 members in good standing, subject to approval by the Executive Board. The committee
18 members shall be appointed by the President from among the members in good
19 standing employed in areas designated above.
20

21 (c) Term of office for the appointed members shall commence upon their
22 appointment and continue until their successors are appointed.
23

24 (d) Vacancies shall be filled by appointment by the President for the
25 remainder of the original term only.
26

27 (e) **Duties:**
28

29 (1) The Chief Negotiator shall:
30

31 (i) Serve as the Chief Negotiator (along with the Association
32 Labor Relations Representative) at all negotiations meetings with
33 the District.
34

35 (ii) Keep Chapter President and Executive Board Members
36 informed of all negotiation discussions and agreements.
37

38 (iii) Meet with the Chapter President to discuss negotiations.
39

40 (iv) Conduct negotiations surveys of the chapter membership to
41 prepare for successor negotiations.
42

43 (2) The Negotiating Committee shall:
44

45 (i) Research issues, and prepare and submit initial bargaining
46 proposals (including proposals on re-openers) to the membership for review and
47 approval prior to commencement of negotiations and in coordination with the President.
48

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

3
4 (iii) Keep the Executive Board and the membership informed on
5 the progress of negotiations and solicit membership input where advisable.

6
7 (iv) Ensure that all bargained agreements are submitted for
8 ratification by of the bargaining unit(s) in accordance with Article XIII of this constitution.

9
10 **Section 11. Nominating Committee:** It shall be the duty of this committee to
11 investigate the qualifications of members for the elective Executive Board offices and
12 submit such nominees as in its judgment will best serve the interests of the Chapter.
13 Nominations shall be reported to the Chapter membership as required by Article IV of
14 this constitution.

15
16 **Section 12. Political Action Committee:** It shall be the duty of this committee
17 to:

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

22
23 (b) Keep the members informed about the legislative program of the
24 Association, and may recommend to the Chapter membership legislative proposals it
25 deems desirable for submission to the Association's Legislative Committee for
26 consideration and inclusion in the Association's legislative program.

27
28 (c) Work cooperatively with the Political Action Coordinator (PAC),
29 appropriate staff and PACE and Legislative Committee area representatives in
30 furtherance of the Association's legislative and political goals, rendering regular reports
31 at Chapter meetings regarding the same and recommending any Chapter support or
32 activity it considers appropriate.

33
34 (d) Inform all members about PACE of CSEA and the Victory Club, and
35 educate the membership regarding the necessity for active participation in the political
36 process in accordance with Association and Chapter goals.

37
38 (e) Make recommendations to the Chapter membership regarding
39 endorsement of candidates for college board, in accordance with the following
40 procedures:

41
42 (1) The committee shall conduct a pre-screening of candidates to be
43 recommended for endorsement, through direct interviews or questionnaires sent to the
44 candidates. Following the pre-screening process, the committee shall present its
45 recommendations for endorsement at a designated Chapter meeting for action by the
46 Chapter membership. A majority vote shall be required for endorsement.

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

5
6 (f) The committee shall determine the amount of financial support, if any, to
7 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
8 such forms as may be required.

9
10 (g) The committee shall solicit volunteer activity by the Chapter membership
11 on behalf of endorsed candidates, and shall be responsible for coordinating and
12 directing such member activities.

13
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15 **ARTICLE IX**
16 **UNION STEWARDS**
17

18 **Section 1. Appointment:** The Chapter President shall appoint Union
19 Stewards, in sufficient numbers to serve the needs of the membership. The President
20 shall determine the number of Stewards to be appointed.

21
22 **Section 2. Term of Office:** Term of office for Union Stewards shall be from
23 the January 1 following their appointment to the end of the Chapter and fiscal year, or
24 until their successors are appointed, provided that any Union Steward shall
25 automatically forfeit such office if they cease to be an Active member in good standing.
26 Vacancies shall be filled by appointment of the President, and ratified by the Executive
27 Board, for the remainder of the original term only.

28
29 **Section 3. Duties.** The Union Steward(s) shall:

30
31 (a) Attend annual training sessions for Union Stewards provided by the
32 Association and/or other appropriate training as directed by the President.

33
34 (b) Attend periodic Site Representative/site council meetings as directed by
35 the Chief Union Steward.

36
37 (c) Educate bargaining unit employees about their rights under the contract
38 and determine how problems arising under the contract can best be handled.

39
40 (d) Act as the basic channel of communication between the employees and
41 the Chapter and relay specific member concerns to the Chapter's Negotiating
42 Committee for incorporation into the bargaining proposals.

43
44 (e) Investigate and prepare grievances for processing and handle grievances
45 at the immediate-supervisory level, and be present as required during other steps of the
46 grievance procedure.

47
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1 (f) Immediately inform the Chief Union Steward of all grievances received;
2 immediately report to the Chief Union Steward the settlement of grievances processed
3 or the failure to settle within contractual timelines.

4
5 (g) **Preserve the confidentiality** of personal grievances, resolve differences
6 among the membership in grievance handling; maintain a file on all grievances handled
7 which shall be turned over to the Chief Union Steward upon completion.

8
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10 **ARTICLE X**
11 **SITE REPRESENTATIVES**
12

13 **Section 1.** Site Representatives to serve each worksite may be appointed by
14 the President and ratified by the Executive Board.

15
16 **Section 2. Duties:**

17
18 (a) Help the 2nd Vice President recruit employees into CSEA membership
19 and educate employees about CSEA.

20
21 (b) Help distribute Chapter newsletter, bulletins, and other CSEA information
22 on the website; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

23
24 (c) Help conduct periodic site-level meetings with assigned Executive Board
25 officer(s) to keep the members informed of actions taken at Chapter meetings, to
26 explain CSEA benefit plans and services, and to keep members informed of Association
27 and/or Chapter activity regarding grievances, PERB decisions, contract negotiations,
28 legislative and political activity, and other matters of importance.

29
30 (d) Relay member concerns to the appropriate Union Steward or other
31 Chapter officer.

32
33 (e) Attend Chapter meetings; attend training workshops and other seminars
34 as directed and approved by the Chapter President; attend joint Union Steward/Site
35 Representative (site council) meetings as may be called by the Chief Union Steward
36 and/or the President.

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39 **ARTICLE XI**
40 **RECALL OR REMOVAL FROM OFFICE**
41

42 **Section 1. Recall of Elected Offices**

43
44 (a) Any member of the Executive Board, and conference delegates and
45 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of
46 Active members of the Chapter in good standing present and voting at a meeting called
47 for the purpose of a recall action.

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

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

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

19

20 (a) Any appointee of the President/Executive Board may be removed from
21 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
22 provided such person shall be provided at least five (5) days advance notice of the
23 reasons for removal and the time, date and place where the Board will meet to vote on
24 the matter. At said meeting the member shall be afforded an opportunity to provide
25 rebuttal argument prior to the vote being taken.
26

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

31 **Section 3. Resignation from Office**

32

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

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

40 **ARTICLE XII**

41 **DELEGATES TO CONFERENCE**

42

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

47 (a) The Chapter President.
48
49

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

4
5 **Section 2. Election:**
6

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

12
13 (b) Notification of nominations and election and all other procedural matters
14 relating to delegate and alternate election shall conform to Association Policy 618 and
15 shall be conducted under the supervision of the Elections Committee.

16
17 (c) In the event a delegate cannot attend, the Executive Board shall
18 determine which alternate shall replace the authorized delegate.

19
20 **Section 3. Responsibilities:** Delegates shall attend all conference business
21 and other sessions of importance to the Chapter. In addition, the delegates shall:

22
23 (a) Attend at least one (1) orientation meeting at the regional or area level of
24 the Association concerning the resolutions to the upcoming conference, as directed by
25 the President/Executive Board.

26
27 (b) Provide written and oral reports on conference activities to the Chapter
28 membership at the first Chapter meeting following the conference.

29
30 (c) Submit a detailed report of expenditures to the Chapter Treasurer within
31 three (3) weeks following the conference, and if an expense advance has been provided
32 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for
33 authorized purposes.

34
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36 **ARTICLE XIII**
37 **CONTRACT RATIFICATION**
38

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

41
42 **Section 2. Initial Proposals:**
43

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

46
47 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
48 shall be submitted to the Field Director and Labor Relations Representative for review.
49

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

3 (a) When the Negotiating Committee has negotiated a contract, tentative
4 agreement, or modifications to an existing contract, it shall immediately submit one (1)
5 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for
6 review by the Association prior to membership ratification.
7

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

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

16 (a) A copy of the tentative agreement or a summary of the tentative
17 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the
18 ratification meeting. The Negotiating Committee shall include a statement
19 recommending ratification of the agreement. If a summary only is provided, copies of
20 the tentative agreement containing the exact language of the proposal shall be provided
21 at the meeting.
22

23 (b) The Chapter President shall set the date, time and place for one (1) or
24 more "contract information" meetings, which shall be open to attendance by all
25 employees within the bargaining unit(s), whether or not they are CSEA members.
26

27 (c) Notice of the "contract information" meeting(s) shall be issued to all
28 bargaining unit employees no later than five (5) working days in advance of the
29 scheduled date. Distribution of said meeting notice(s) shall be at the discretion of the
30 Chapter President, utilizing any of the following methods, which is determined to be
31 most efficient:
32

- 33 (1) To individual bargaining unit employees utilizing the U.S. mail or
34 the employer's mail system;
35 (2) Distribution by Site Representatives or others;
36 (3) Posting in prominent locations at each worksite.
37

38 **Exception to the above:** The Association's Executive Director, or designee,
39 may approve a notice period of less than five (5) working days upon request of the
40 Chapter President, if it is deemed an expedited ratification is advisable.
41

42 **(d) Conduct of Informational Meeting(s):**
43

44 (1) The Negotiating Committee shall review the provisions of the
45 tentative agreement and indicate its recommendations for ratification.
46
47
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49

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

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

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

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

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

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

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

32
33 **Section 5.** It is the duty of all elected officers to encourage the entire
34 membership to exercise their right to vote.

35
36 **Section 6. Executed Agreement:** Every collective bargaining agreement
37 shall be executed by both the Association and appropriate representatives of this
38 Chapter. No contract shall be valid which has not been ratified by the Chapter
39 membership.

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ARTICLE XIV CONCERTED ACTIVITIES

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

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

ARTICLE XV AMENDMENTS TO CONSTITUTION

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

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

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

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

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**ARTICLE XVI
DISBANDMENT OF CHAPTER**

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

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

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

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

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**ARTICLE XVII
PARLIAMENTARY AUTHORITY**

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

**ARTICLE XVIII
FISCAL YEAR**

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