

CSEA CERRITOS CHAPTER 161



AFL-CIO

CONSTITUTION & BYLAWS

APPROVED BY CSEA STATE ASSOCIATION 2/6/2023

**CONSTITUTION OF
Cerritos Chapter No. 161, CSEA
Latest Revision December 14, 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 Cerritos Chapter No. 161, CSEA.

APPROVED

California School Employees Association

Date: February 6, 2023

By: *Deana M. Craig*, Executive Coordinator

Table of Contents

	<u>Page</u>
Article I – Name and Objects	3
Article II – Membership	3
Article III – Dues and Assessments	6
Article IV – Officers & Executive Board / Election Procedures.....	7
Article V – Authority of Executive Board / Duties of Officers.....	9
Article VI – Meetings.....	13
Article VII – Control of Funds / Budget	16
Article VIII – Committees	17
Article IX – Union Stewards	21
Article X – Site Representatives	22
Article XI – Recall or Removal from Office	23
Article XII – Delegates to Conference.....	24
Article XIII – Contract Ratification	26
Article XIV – Concerted Activities	28
Article XV – Amendments to Constitution	28
Article XVI – Disbandment of Chapter	29
Article XVII – Parliamentary Authority.....	29
Article XVIII – Fiscal Year	29

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Cerritos Chapter No. 161 of the California School Employees Association.

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

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**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

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1 (4) Active members of this chapter must also be Active members of the
2 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 unpaid
5 leave of absence by the employer, or (2) is placed on a reemployment list for reasons
6 other than layoff and is not otherwise in a paid status with the employer, or (3) is laid off
7 and elects not to continue as an Active member under provisions of paragraph (a)(1)
8 above, may continue membership in an "Inactive" status until expiration of the approved
9 leave of absence or reemployment list, or until returned to paid employment status in an
10 eligible position [as defined by paragraph (a) above], whichever occurs first, upon
11 continued payment of dues at half (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 (1) year. Such members shall be eligible to continue to receive such
15 membership benefits as are generally made available to the Active membership, unless
16 specifically excluded by contract. They shall not, however, be accorded voice or vote in
17 chapter or Association affairs.
18

19 (c) **Lifetime Retired:** Any person who was a member in good standing of the
20 Chapter at the time of retirement may become a "Lifetime Retired" member of this
21 Chapter upon payment of a one-time fee of \$10.00. Such members shall be permitted
22 to attend Chapter meetings and social functions and to receive the Chapter newsletter
23 as long as they live in the local area. They shall not otherwise be accorded voice, vote
24 or other participation in Chapter affairs.
25

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

33 **Section 3. Membership "In Good Standing"** 34

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

42 (b) Membership shall terminate with:
43

44 (1) The effective date of layoff for members who are laid off and who
45 choose not to continue in either an Active or Inactive status under provisions of Sections
46 1(a)(1) or 1(b) above.
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1 (2) The effective date of an unpaid leave of absence or placement on a
2 reemployment list for reasons other than layoff, for such members who choose not to
3 continue in an Inactive status under provisions of Section 1(b) above.

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

8
9 (4) The date of execution of a document terminating payroll deduction
10 of dues, unless arrangements have been made with the Chapter Treasurer for advance
11 cash payment. However, the dues authorization signed by a member is a contract
12 which by law is not terminable without reasonable advance written notice being
13 provided to the appropriate CSEA Field Office. CSEA views the minimum notice that is
14 reasonable as being five (5) days.

15
16 (5) The effective date of removal from the bargaining unit, or voluntary
17 termination of employment.

18
19 (6) The effective date of involuntary termination of employment, unless
20 the member is eligible to continue and elects to retain Active status as permitted under
21 provisions of Section 1(a)(2) above.

22
23 (7) Actions pursuant to Sections 4 or 5 below.

24
25 **Section 4. Delinquency & Resignation:**

26
27 (a) Members who no longer wish to retain that status may resign CSEA
28 membership by providing a five (5) day advance written notification to the Area's
29 assigned CSEA Field Office. Such notification must include the member's name,
30 address, employer's name or chapter name, the last four (4) digits of his/her social
31 security number, and his/her CSEA ID number or Employee ID number.

32
33 (b) Any member failing to pay all dues owed for the current month shall be
34 deemed delinquent and shall not be considered to be in good standing until such
35 delinquency has been remitted.

36
37 (c) Members who have resigned shall, upon reapplication, be admitted as
38 new members.

39
40 **Section 5. Expulsion, Suspension, Discipline:**

41
42 (a) No member may be involuntarily removed from the membership rolls
43 except as provided for in Sections 3 and 4 above, or in accordance with the procedures
44 for expulsion, suspension and discipline of members as specified in the Association
45 Constitution.

46
47 (b) All matters for proposed disciplinary action against members shall be
48 referred to the Association for action, except that members may be recalled from office
49 in accordance with provisions of Article XI of this Constitution.

**ARTICLE III
DUES and ASSESSMENTS**

Section 1. Association Per Capita Dues

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

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

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

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

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

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

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

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2 **ARTICLE IV**
3 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**

4 **Section 1. Officers:** The following officers shall be elected by and from
5 among the total Active membership of the chapter, regardless of the location of their
6 employment: President, 1st Vice President, 2nd Vice President/Chief Union Steward,
7 Secretary, Corresponding Secretary/Historian, Treasurer, Communications Officer/Web
8 Author.

9
10 **Section 2. Executive Board:** The elected officers designated in Section 1,
11 plus the Immediate Past President shall constitute the Executive Board of this chapter.

12
13 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
14 the Active members of the chapter who are in good standing.

15
16 (a) Nominees for elected office shall be Active members of the chapter in
17 good standing at the time of nomination and can only accept nomination for one (1)
18 Executive Board office.

19
20 **Section 4. Nominating and Election Procedures:**

21
22 (a) A Nominating Committee appointed as hereinafter provided shall provide
23 its nominations to fill the elective offices listed in Section 1, which shall be submitted
24 annually at the October chapter meeting.

25
26 (b) Nominations for these offices shall also be accepted from the floor at the
27 October and November chapter meetings.

28
29 (c) If, after nominations are closed at the November chapter meeting there is
30 only one (1) nomination for an office, the single nominee shall be declared elected to
31 the office, and no balloting or other action shall be required. The Executive Board shall
32 so notify the membership in writing as soon thereafter as possible.

33
34 (d) When there is more than one (1) nominee for an office, the Elections
35 Committee, as selected pursuant to Article VIII of the constitution, shall oversee the
36 election process and retrieve the results of the online balloting. All procedural matters
37 relating to the online balloting process and tally shall be conducted in accordance with
38 Association Policy 618.

39
40 (1) The Elections Committee shall request an online ballot from the
41 CSEA Executive Department. Upon verification that the online ballot is available, the
42 Elections Committee shall prepare an election notice. Each notice shall include the
43 appropriate information needed to cast an online ballot, such as the dates of balloting,
44 instructions on how to access the online ballot via the internet, the member's
45 identification and password code.

46
47 (e) The Chapter President shall set the dates for online balloting, which shall
48 begin no sooner than December 1. The online balloting shall be available on the same
49 day the election notice is mailed and shall remain open until the date set to close.

1 (f) The election notice shall be sent at least five (5) working days in advance
2 of the date set for online balloting to close. Notice must be mailed via U.S. First Class
3 mail to each CSEA member in good standing who is eligible to vote in the election at
4 their last known home address, except that notice may be e-mailed to such members
5 who have an e-mail address on file with the chapter.
6

7 (g) The Chapter President shall provide advance notice to all candidates so
8 that they or their representative may be present to observe the entire balloting process,
9 including the preparation and distribution of the online election notices.
10

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

19 (i) All election documents, including notices of nomination and election
20 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
21 all challenges to the election or charges of misconduct in running the election have
22 been resolved, whichever is the longer period.
23

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

29 **Section 6. Vacancies:**

30
31 (a) A vacancy in the office of President shall be filled by the 1st Vice
32 President.
33

34 (b) For vacancies in any other elected office, the Executive Board shall submit
35 its recommendation to fill the office in writing to the chapter membership at least five (5)
36 working days in advance of a designated chapter meeting. Nominations from the floor
37 shall also be accepted at said meeting. If there are no nominations from the floor, the
38 Executive Board's candidate shall be declared elected. If nominations from the floor are
39 made, a secret ballot election shall be conducted among the Active members in good
40 standing present.
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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 direct the activities of the various committees, fix the time and place of meetings except
8 as otherwise directed by the membership, prioritize and determine recommendations on
9 matters requiring discussion and action by the general membership, and perform such
10 other duties as are specified in this constitution. The Board shall be subject to the
11 orders of the chapter membership, and none of its actions shall conflict with actions
12 taken by the chapter membership.
13

14 Business conducted by the Executive Board shall be in open session. Executive
15 Board closed sessions, where chapter members are not allowed to be present, shall be
16 limited to items related to labor negotiations, employee hiring and transfers, and
17 employee grievances, discipline or dismissals, in order to maintain confidentiality and
18 protect the identity of the affected employee. An oral announcement of the items to be
19 discussed shall be given prior to the closed session meeting. Chapter members in
20 attendance of Executive Board meetings shall be observers only and not participate or
21 comment on executive board discussions or actions. Chapter members may report
22 their observations at the next regular chapter meeting.
23

24 A report on all actions taken by the Executive Board shall be made to the
25 membership at the next regular or special chapter meeting, with such actions subject to
26 membership ratification if appropriate.
27

28 Minutes of chapter and Executive Board meetings shall be kept on file for at least
29 five (5) years. Chapter financial records shall be kept on file for at least five (5) years.
30

31 The Executive Board shall meet at the call of the President or at such times and
32 places designated by it; the President shall call a special meeting upon the written
33 request of a majority of the Board.
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) Be chairperson of the Executive Board, call and preside over all meetings
45 of the chapter and Executive Board at which s/he is in attendance.
46

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

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

5
6 (d) Set the agenda for chapter meetings.

7
8 (e) Perform such other duties as normally pertain to the office of President or
9 ordered by this constitution.

10
11 **Section 4. 1st Vice President:** The 1st Vice President shall:

12
13 (a) In the absence or disability of the President, possess all of the powers and
14 perform all of the duties in his/her stead.

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

17
18 (c) Assume the office of President if a vacancy occurs.

19
20 (d) Serve as Chairperson of the Cerritos College Coordinating Committee.

21
22 (e) Serve as Chairperson of the Membership Committee.

23
24 (f) Coordinate and ensures all shared governance committees are
25 represented.

26
27 (g) Coordinate the activities of the standing committees.

28
29 (h) Perform such other duties as may be assigned by the President/Executive
30 Board or ordered by this constitution.

31
32 **Section 5. 2nd Vice President/Chief Union Steward:** The 2nd Vice
33 President/Chief Union Steward shall:

34
35 (a) At all times assist the President in the performance of his/her duties.

36
37 (b) Ensure that the Union Steward program of the chapter functions according
38 to the requirements set forth in this constitution, and maintain the necessary records on
39 matters of contract enforcement to permit the chapter to effectively represent bargaining
40 unit employees.

41
42 (c) Process all grievances not settled at the immediate-supervisory level,
43 unless CSEA staff assistance is required.

44
45 (d) Serve as Chairperson of the Grievance Committee, Political Action
46 Committee and keep the Executive Board informed on all grievance activity.

47
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1 (e) Coordinate periodic meetings between the Site Representatives and
2 Union Stewards to ensure an appropriate level of communication and coordination
3 between these two (2) programs.
4

5 (f) Perform such other duties as may be assigned by the President/Executive
6 Board or ordered by this constitution.
7

8 **Section 6. Secretary:** The Secretary shall:
9

10 (a) Keep an accurate record of all proceedings of chapter and Executive
11 Board meetings, including an accurate roll of members and officers in attendance at
12 each.
13

14 (b) Keep an accurate roster of the officers of the chapter and see that such
15 information is forwarded to the Association as required.
16

17 (c) Issue notices of all meetings of the Executive Board and chapter
18 meetings, which shall include notice of matters for discussion at same.
19

20 (d) Notify members of all committees of their appointment/election.
21

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

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

30 **Section 7. Corresponding Secretary/Historian:** The Corresponding
31 Secretary/Historian shall:
32

33 (a) Receive and respond to communications on behalf of the Executive Board
34 and Chapter.
35

36 (b) Receive and route CSEA bulletins, notices, and letters to the Chapter.
37

38 (c) 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 (1) Chapter files and archives should include at least the following:
43 Copies of bargaining unit contracts; memos of understanding (MOUs); minutes of
44 negotiations sessions; grievance records and their resolutions; other records regarding
45 representational matters; correspondence; Chapter meeting minutes; Association
46 bulletins; education and training modules; and copies of the employer's rules, policies
47 and regulations.
48
49

1 (d) Know and follow the provisions of the Association and Chapter
2 constitution.

3
4 (e) Be or become knowledgeable about CSEA's structure and services
5 available to CSEA members and unit members.

6
7 (f) Read communications at the Chapter meetings.

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

12
13 **Section 8. Treasurer:** The Treasurer shall:

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

18
19 (b) Serve as a member of the Cerritos College Planning and Budget
20 Committee.

21
22 (c) Keep or cause to be kept regular books and full accounts which shall be
23 open at all times to inspection of the President or his/her agent and the Auditing
24 Committee.

25
26 (d) Provide access to all records, vouchers and statements to the Auditing
27 Committee for annual inspection at the close of each fiscal year.

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

34
35 (f) Prepare the annual financial report to include the last day of the fiscal
36 year, and immediately submit same to the President for review and forwarding to the
37 Association, and the membership.

38
39 (g) Promptly forward membership applications and dues payments to the
40 Association. The Association shall send payroll deduction authorizations to the
41 appropriate district office for processing.

42
43 (h) Maintain an accurate record of members in good standing, and prepare
44 such monthly reports and remittances as may be required by the Association and
45 promptly forward to CSEA Headquarters within thirty days of request.

46
47 (i) Assist in preparation of the chapter budget.

48
49

1 (j) Upon leaving office, sign such bank signature cards or other documents
2 necessary for the transfer of all chapter accounts to the new Treasurer.
3

4 (k) Perform such other duties as normally pertain to the office of Treasurer or
5 as may be assigned by the President/Executive Board or ordered by this constitution.
6

7 **Section 9. Communications Officer/Web Author:** The Communications
8 Officer/Web Author shall:
9

10 (a) Edit and distribute a newsletter or similar publication as may be authorized
11 by the Executive Board and the chapter membership.
12

13 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
14 and official publications of the Association.
15

16 (c) Create and/or maintain the Chapter website hosted on the district's
17 computer system in adherence to CSEA and district policy.
18

19 (d) Coordinates with the Communications Officer and Executive Board to
20 ensure that website is accurate and up to date.
21

22 (e) List up-to-date names of Chapter officers and representatives.
23

24 (f) Post pertinent information as directed by the Executive Board to keep the
25 members informed of actions taken at chapter meetings, and to keep members
26 informed of Association and Chapter activity.
27

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

32 **Section 10. Immediate Past President:** The Immediate Past President shall
33 be a member of the Executive Board and perform such duties as may be assigned by
34 the President and/or the Executive Board.
35

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37 **ARTICLE VI**
38 **MEETINGS**
39

40 **Section 1.** Regular business meetings of this chapter shall be held during the
41 months of September through June, inclusive. The schedule of such meetings shall be
42 established in January of each year for the succeeding twelve (12) month period and
43 shall be provided to the membership.
44

45 **Section 2.** Special meetings of the chapter may be called by the Chapter
46 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the
47 Executive Board or upon petition to the President of twenty percent (20%) of the chapter
48 membership.
49

1 **Section 3. Meeting Notices:**
2

3 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
4 shall precede all chapter meetings at least five (5) days in advance to allow members a
5 reasonable opportunity to attend. Said notice shall include a summary of the business
6 to be acted upon, and the time, date and place of the meeting.
7

8 (b) **Special Meetings.** Notice for special meetings shall include the specific
9 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
10 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
11 may be given in an emergency situation.
12

13 (c) **Executive Board Meetings.** Executive Board meetings, regular or
14 special, shall be open to all chapter members. A meeting notice shall precede all
15 Executive Board meetings to allow members a reasonable opportunity to attend.
16 Notices shall be at least five (5) days in advance of regular meetings and at least
17 twenty-four (24) hours in advance of special meetings. Said notice shall include the
18 time, date and place of the meeting and an agenda.
19

20 **Section 4. Electronic Meeting.** Meetings of the Chapter may be conducted
21 through use of Internet meeting services designated by the President that support
22 voting, support visible displays identifying those participating, identifying those seeking
23 recognition to speak, showing (or permitting the retrieval of) the text of pending motions,
24 and showing the results of votes.
25

26 Meetings of the Chapter may be held electronically when the Chapter President
27 has obtained consent from two-thirds (2/3) of the Executive Board; or, in the case of
28 Special Meetings, when so directed by those calling the special meeting. Meetings held
29 electronically shall be subject to the following rules:
30

31 (a) **Meeting notices.** Appropriate login information necessary to connect to
32 the meeting and information on how to participate in the meeting shall be included in the
33 meeting notice including phone login information to participate aurally by telephone.
34 Members joining by phone should announce themselves at the direction of the chair at
35 the first opportunity.
36

37 (b) **Voting.** Votes shall be taken by the voting feature of the Internet meeting
38 service, unless a different method such as a roll call or raised hand vote is approved by
39 the members. Members participating by phone only shall vote by roll call at the direction
40 of the chair.
41

42 Votes conducted through the designated Internet meeting service shall not be
43 used for secret ballot votes whenever a secret ballot vote is required by the constitution
44 including:

- 45 (1) Contract ratification subject to Policy 610, and
- 46 (2) Election or recall from office subject to Policy 618, and
- 47 (3) Constitution amendments involving chapter dues.
48
49

1 (c) **Obtaining the floor or interrupting a member.** A member has the floor
2 and may unmute once recognized by the chair. A member may only interrupt a speaker
3 for a specific motion or request which under the rules permits a member to do so. A
4 member who intends to make such a motion or request shall so indicate to the chair and
5 then shall wait a reasonable time for the chair's instructions before attempting to
6 interrupt the speaker by voice.
7

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

20 (e) **Technical requirements.** Each member is responsible for their own audio
21 and Internet connections. No action shall be invalidated on the grounds that the loss of,
22 or poor quality of, a member's individual connection prevented participation in the
23 meeting.
24

25 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members
26 present, the order of business at regular chapter meetings shall be:
27

- 28 (1) Pledge of Allegiance to the Flag
- 29 (2) Approval of minutes of the previous meeting
- 30 (3) Communications
- 31 (4) Report of Executive Board actions
- 32 (5) Treasurer's report
- 33 (6) Committee reports
 - 34 (a) Report of the Membership Committee & Recognition of New
35 Members
 - 36 (b) Report of the Negotiating Committee
 - 37 (c) Union Steward/Site Representative reports
 - 38 (d) Other committees as required
- 39 (7) Unfinished business
- 40 (8) New business
- 41 (9) Good of the Order
- 42 (10) Adjournment
43

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

Section 1. All funds received shall be deposited in the name of Cerritos Chapter No. 161, CSEA, in such bank or other financial institution as approved by the Executive Board. The use of chapter debit cards is strictly prohibited. No funds shall be disbursed except by check, duly authorized and signed by the Treasurer and the President. In the event of absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed upon signature of the President and one (1) of the following: 1st Vice President, Secretary.

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

(b) **Ways & Means Fund:** All proceeds from fundraisers shall be deposited in a separate savings account to be designated as the Ways and Means Fund of the chapter. Expenditures from this fund shall be to support approved chapter social activities, delegate attendance at Annual Conferences, and the chapter's scholarship awards program. Funds shall be transferred from the Ways and Means Fund to the General Operating Fund when and as needed for the appropriate approved expenditures.

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

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

Section 3. Retired Members: All retiring members in good standing, upon request, shall receive from the chapter one (1) year's paid membership to the Association's Retiree Unit.

**ARTICLE VIII
COMMITTEES**

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

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

Section 3. The Vice President shall act as coordinator of all appointed committees, and shall be Chairperson of the Membership Committee. The 2nd Vice President/Chief Union Steward shall be Chairperson of the Grievance Committee and Political Action Committee.

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

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

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

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

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

1 **Section 9. Grievance Committee:**

2
3 (a) It shall be the duty of the Grievance Committee to supervise and assist the
4 operation of the Chapter's Union Steward program. The committee shall ensure that all
5 grievances are handled properly in their investigation and filing and consistent in their
6 resolution.

7
8 (b) The committee shall be empowered to review proposed settlements of
9 grievances undertaken by individual members of the bargaining unit (i.e., without
10 representation of a Union Steward or CSEA staff) to ensure they are resolved
11 consistent with provisions of the collective bargaining agreement.

12
13 (c) The committee shall review all grievances going beyond the immediate
14 supervisory level to determine whether CSEA staff assistance should be obtained. If
15 staff assistance is required, the President shall be so notified.

16
17 (d) The committee shall review all grievances being considered for arbitration
18 and recommend to the Executive Board whether each particular case should be
19 arbitrated.

20
21 **Section 10. Membership Committee:** It shall be the duty of this committee to
22 strive for 100% CSEA membership within the represented bargaining unit(s), and to
23 prepare and execute a program designed to secure new members and stimulate
24 membership attendance at Chapter meetings on an ongoing basis.

25
26 **Section 11. Negotiating Committee:**

27
28 (a) The Negotiating Committee shall consist of the Chapter President or
29 his/her designee as chairperson plus a maximum of four (4) representatives from each
30 of the major job classifications as specified in Appendix A of the CSEA/District
31 bargaining agreement.

32
33 (b) The committee members shall be elected by and from among the
34 members in good standing employed in each of the classifications designated in the
35 collective bargaining agreement. The Executive Board shall set the time, date and
36 place of such election meetings, which shall be no later than March of the designated
37 election year. The Chapter President shall preside at said election meetings, at which
38 nominations will be taken and a secret ballot vote shall be conducted. All procedural
39 matters relating to these elections, including timelines for notice to the affected
40 members, shall be in accordance with Association Policy 618.

41
42 (c) Term of office for the elected members shall commence upon their
43 election and continue for one (1) year or until their successors are elected.

44
45 (d) Vacancies shall be filled by special election within the affected
46 classification for the remainder of the original term only.

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1 (e) **Duties:** It shall be the duty of the Negotiating Committee to research
2 issues and prepare and submit initial bargaining proposals (including proposals on
3 reopeners) for review and approval of members in good standing of the bargaining
4 unit(s) prior to commencement of negotiations; to keep the Executive Board and the
5 membership informed on the progress of negotiations and solicit membership input
6 where advisable; to provide advice and special expertise to the Negotiating Team
7 concerning issues on the bargaining table; and to ensure that all bargained agreements
8 are submitted for ratification of the bargaining unit(s) in accordance with Article XIII of
9 this constitution.

10
11 (f) **Negotiating Team:** The Negotiating Committee shall establish its own
12 internal process for designating from among themselves a “negotiating team” to meet
13 with employer representatives at the bargaining table. The Chapter President, as ex-
14 officio members of the committee, shall be eligible for designation as a team member.

15
16 (1) **Duties:** Under the direction and approval of the Negotiating
17 Committee, the Negotiating Team shall negotiate the contract (including reopeners and
18 modifications) for and on behalf of the chapter with assistance from CSEA field staff.

19
20 (2) The Negotiating Team shall keep the remaining members of the
21 Negotiating Committee informed at all times as to the progress of negotiations, and
22 shall solicit recommendations and assistance from the committee where special
23 expertise and/or membership input may be needed relating to topics under discussion.

24
25 **Section 12. Nominating Committee:** It shall be the duty of this committee to
26 investigate the qualifications of members for the elective executive board offices and
27 submit such nominees as in its judgment will best serve the interests of the chapter.
28 Nominations shall be reported to the chapter membership as required by Article IV of
29 this constitution.

30
31 **Section 13. Political Action Committee:** It shall be the duty of this committee
32 to:

33
34 (a) Develop and implement a chapter alert system designed for emergency
35 contact of the membership when immediate chapter action is necessary on contract
36 matters, legislative and political issues, and other items of importance to the Association
37 and chapter.

38
39 (b) Keep the members informed about the legislative program of the
40 Association, and may recommend to the chapter membership legislative proposals it
41 deems desirable for submission to the Association's Legislative Committee for
42 consideration and inclusion in the Association's legislative program.

43
44 (c) Work cooperatively with the Political Action Coordinator (PAC),
45 appropriate staff and PACE and Legislative Committee area representatives in
46 furtherance of the Association's legislative and political goals, rendering regular reports
47 at chapter meetings regarding the same and recommending any chapter support or
48 activity it considers appropriate.

1 (d) Encourage all members to financially support PACE of CSEA and the
2 Victory Club, and educate the membership regarding the necessity for active
3 participation in the political process in accordance with Association and chapter goals.
4

5 (e) Make recommendations to the chapter membership regarding
6 endorsement of candidates for school board, in accordance with the following
7 procedures:
8

9 (1) The committee shall conduct a pre-screening of candidates to be
10 recommended for endorsement, through direct interviews or questionnaires sent to the
11 candidates. Following the pre-screening process, the committee shall present its
12 recommendations for endorsement at a designated chapter meeting for action by the
13 chapter membership. A majority vote shall be required for endorsement.
14

15 (2) Whenever possible, the committee shall arrange for a candidates'
16 forum to provide chapter members an opportunity to hear and question the candidates
17 on relevant issues prior to hearing the committee's recommendation and the
18 endorsement vote being taken.
19

20 (f) The committee shall determine the amount of financial support, if any, to
21 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
22 such forms as may be required.
23

24 (g) The committee shall solicit volunteer activity by the chapter membership
25 on behalf of endorsed candidates, and shall be responsible for coordinating and
26 directing such member activities.
27

28 **Section 14. Ways and Means Committee:** It shall be the duty of this
29 committee to develop fundraising activities to support chapter social events as may be
30 approved by the Executive Board, such as picnics, annual holiday party; and to help
31 finance delegate attendance at Conference as may be necessary and the chapter's
32 scholarship program. All funds received shall be submitted to the Chapter Treasurer
33 within five (5) days of receipt, for deposit in the Ways and Means Fund.
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**ARTICLE IX
UNION STEWARDS**

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

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

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

(a) Attend annual training sessions for Union Stewards provided by the Association and/or other appropriate training as directed by the Executive Board.

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

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

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

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

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

(g) Preserve the confidentiality of personal grievances, resolve differences among the membership in grievance handling; maintain a file on all grievances handled which shall be turned over to the 2nd Vice President/Chief Union Steward upon completion.

ARTICLE X
SITE REPRESENTATIVES

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

Section 2. Site representative duties shall be to:

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

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

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

(d) Relay member concerns to the appropriate Union Steward or other chapter officer.

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

Site 1: Automotive Technology, Research and Development, Foundation, Campus Police

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

Site 3: MOT (Facilities Days, Warehouse, Purchasing)

Site 4: MOT (Facilities Swing & Graveyard)

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

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

Site 7: Learning Resource Center, Physical Science, Natural Science

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

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

1 **Section 3. Resignation from Office**

2
3 (a) A resignation by an elected officer is not effective until accepted by the
4 Active members in good standing present at a Chapter meeting.

5
6 (b) A resignation by any appointee of the President/Executive Board is not
7 effective until accepted by the President/Executive Board.

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10 **ARTICLE XII**
11 **DELEGATES TO CONFERENCE**

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

16 (a) The Chapter President.

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

21
22 **Section 2. Election:**

23 (a) Nominations for authorized delegate positions, other than the Chapter
24 President and Communications office, shall be accepted in March and the election shall
25 be by on-line balloting in April.

26
27 (b) The Elections Committee, as selected pursuant to Article VIII of the
28 constitution, shall oversee the election process, retrieve the results of the online
29 balloting, and tally any paper ballots cast.

30
31 (c) When there are more nominees than the authorized delegate count
32 provided in Section 1, the Elections Committee, as selected pursuant to Article VIII of
33 the constitution, shall oversee the election process and retrieve the results of the online
34 balloting. All procedural matters relating to the online balloting process and tally shall be
35 conducted in accordance with Association Policy 618.

36
37 (1) The Elections Committee shall request an online ballot from the
38 CSEA Executive Department. Upon verification that the online ballot is available, the
39 Elections Committee shall prepare an election notice. Each notice shall include the
40 appropriate information needed to cast an online ballot, such as the dates of balloting,
41 instructions on how to access the online ballot via the internet, the member's
42 identification and password code.

43
44 (e) The Chapter President shall set the dates for online balloting, which shall
45 begin no sooner than April 1. The online balloting shall be available on the same day
46 the election notice is mailed and shall remain open until the date set to close.

1 (f) The election notice shall be sent at least ten (10) calendar days in
2 advance of the date set for online balloting to close. Notice must be mailed via U.S. First
3 Class mail to each CSEA member in good standing who is eligible to vote in the election
4 at his/her last known home address, except that notice may be e-mailed to such
5 members who have an e-mail address on file with the chapter.
6

7 (g) The Chapter President shall provide advance notice to all candidates so
8 that they or their representative may be present to observe the entire balloting process,
9 including the preparation and distribution of the online election notices.
10

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

19 (i) All election documents, including notices of nomination and election
20 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
21 all challenges to the election or charges of misconduct in running the election have
22 been resolved, whichever is the longer period.
23

24 **Section 3. Responsibilities:** Delegates shall attend all conference business
25 and other sessions of importance to the chapter. In addition, the delegates shall:
26

27 (a) Attend at least one (1) orientation meeting at the regional or area level of
28 the Association concerning the resolutions to the upcoming conference, as directed by
29 the Executive Board.
30

31 (b) Report on conference activities to the chapter membership at the first
32 chapter meeting following the conference.
33

34 (c) Submit a detailed written report of expenditures, including all original
35 receipts, to the Chapter Treasurer within three (3) weeks following the conference, and
36 if an expense advance has been provided by the chapter, reimburse the chapter
37 treasury for advance funds not utilized for authorized purposes. No reimbursement
38 shall be made without original receipts.
39

40 (d) Lodging at two (2) persons per double hotel room (in cases of same-sex
41 delegates) shall be paid by the Chapter. Delegates wishing to room alone shall be
42 required to pay the full cost of their room. If there are three (3) delegates attending the
43 conference, then the Chapter shall pay for two (2) rooms. If there are four (4) delegates
44 attending, then the Chapter shall pay for two (2) rooms, unless one (1) delegate is an
45 opposite-sex of the other three (3). In this case, the Chapter shall pay for three (3)
46 rooms. Delegates can decide the rooming arrangement. In no case will opposite-sex
47 delegates be required to share a room.
48
49

**ARTICLE XIII
CONTRACT RATIFICATION**

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3
4 **Section 1.** Contract ratification procedures will comply with the provisions of
5 Association Policy 610.

6
7 **Section 2. Initial Proposals:**

8
9 (a) The initial bargaining proposal will be determined by a vote of the
10 membership.

11
12 (b) Copies of the chapter's initial proposal and the employer's initial proposal
13 shall be submitted to the field director and labor relations representative for review.

14
15 **Section 3. Negotiated Agreement:**

16
17 (a) When the Negotiating Committee has negotiated a contract, tentative
18 agreement, or modifications to an existing contract, it shall immediately submit one (1)
19 copy to the CSEA labor relations representative assigned to service the chapter, for
20 review by the Association prior to membership ratification.

21
22 (1) All contract modifications shall be submitted to the labor relations
23 representative for review by the Association. However, membership ratification shall
24 not be required for those items listed as exceptions to the definition of "modifications"
25 within the provisions of Association Policy 610, unless they are included as part of
26 contract re-opener negotiations.

27
28 **Section 4. Ratification Procedures:**

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

36
37 (b) The Chapter President shall set the date, time and place for one (1) or
38 more "contract information" meetings, which shall be open to attendance by all
39 employees within the bargaining unit(s), whether or not they are CSEA members.

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

- 46 (1) To individual bargaining unit employees utilizing the U.S. mail or
47 the employer's mail system;
48 (2) Distribution by Site Representatives or others;
49 (3) Posting in prominent locations at each worksite.

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

4
5 (d) **Conduct of Informational Meeting(s):**

6
7 (1) The Negotiating Committee shall review the provisions of the
8 tentative agreement and indicate its recommendations for ratification.

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

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

19
20 (e) **Ratification Vote:**

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

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

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

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

44
45 (5) It shall require a majority of the votes cast to ratify. The results of
46 the balloting shall be provided to the membership no later than five (5) days following
47 the vote tally and shall be announced at the next Chapter meeting.

1 **Section 5. Executed Agreement:** Every collective bargaining agreement
2 shall be executed by both the Association and appropriate representatives of this
3 chapter. No contract shall be valid which has not been ratified by the chapter
4 membership.

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7 **ARTICLE XIV**
8 **CONCERTED ACTIVITIES**

9
10 **Section 1.** No concerted withholding of service shall be instituted by this
11 chapter unless such concerted action has been approved at a regular or special
12 membership meeting, advance notice having been given, by secret ballot vote of not
13 less than sixty-five percent (65%) of the Active members in good standing present and
14 voting; and approval for such concerted activity has been granted by the Association's
15 Board of Directors.

16
17 **Section 2.** If the dispute relates to contract negotiations, no concerted
18 withholding of service shall be instituted unless the last offer of the employer has been
19 submitted to the chapter membership in accordance with Article XIII of this constitution
20 and has been rejected, and the requirements of Section 1 above shall have been met.

21
22 **ARTICLE XV**
23 **AMENDMENTS TO CONSTITUTION**

24
25
26 **Section 1.** This Constitution shall at all times conform to all provisions of the
27 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
28 Association Constitution & Bylaws and/or Policy shall prevail.

29
30 **Section 2.** Any member in good standing of the chapter (or the Executive
31 Board) may submit a written proposal to amend this constitution (containing the exact
32 text of the proposed change) at any chapter meeting, which shall constitute a first
33 reading. The Chapter President shall then cause the proposed amendment(s) to be
34 placed on the agenda of the next regular or a special chapter meeting where the matter
35 will be read a second time and acted upon, and shall cause written notification of the
36 proposed amendment(s) and the date, time, and place of the designated chapter
37 meeting to be issued to all members in good standing at least ten (10) days in advance
38 of said meeting. Said notification shall include at least a written summary of the
39 proposed changes. The exact text of the proposed changes shall be made available for
40 review by members upon request prior to the second reading if not provided with said
41 notification, and shall be distributed to all members in attendance at the second reading.

42
43 **Section 3.** Approval by two-thirds (2/3) of the Active members in good
44 standing present and voting at the second reading shall be required to adopt the
45 amendment(s). If the amendment relates to a revision of chapter dues, the vote shall
46 be conducted by secret ballot.

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