

**CONSTITUTION OF  
Rancho Santiago Chapter No. 579, CSEA  
Adopted April 14, 1985  
Latest Revision July 18, 2024**

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

**Where used throughout this document, State Association or Association means the California School Employees Association, the statewide governing body for this organization; organization and chapter are interchangeable and mean Rancho Santiago Chapter No. 579, CSEA.**

**APPROVED**

**California School Employees Association**

**Date:** October 8, 2024

**By:** *Chance Davis*, Executive Coordinator

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**ARTICLE I  
NAME AND OBJECTS**

**Section 1. Name:** The name of this organization shall be Rancho Santiago Chapter No. 579 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 State Association and Chapter and to have voice and vote and otherwise participate in Chapter and State Association affairs.

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1                   (4) Active members of this Chapter must also be Active members of  
2 the State Association as defined in the State Association's Constitution.  
3

4                   (b) **Inactive:** Any Active member of this Chapter who (1) is granted an unpaid  
5 leave of absence by the employer, or (2) is placed on a reemployment list for reasons  
6 other than layoff and is not otherwise in a paid status with the employer, or (3) is laid off  
7 and elects not to continue as an Active member under provisions of paragraph (a)(1)  
8 above, may continue membership in an "Inactive" status. Such status may be  
9 maintained until expiration of the approved leave of absence or reemployment list, or  
10 until returned to paid employment status in an eligible position [as defined by paragraph  
11 (a) above], whichever occurs first. Such status requires continued payment of dues at  
12 half (1/2) the rate required of them as an Active member at the time the leave or  
13 placement on the reemployment list occurred. Such dues shall be paid annually in  
14 advance, or for the number of months of the approved leave if less than one (1) year.  
15 Such members shall be eligible to continue to receive such membership benefits as are  
16 generally made available to the Active membership, unless specifically excluded by  
17 contract. They shall not, however, be accorded voice or vote in Chapter or Association  
18 affairs.  
19

20                   (c) **Lifetime Retired:** Any person who was a member of the Chapter at the  
21 time of retirement may become a Lifetime Retired member of this Chapter upon  
22 payment of a one-time fee of \$10.00. Such members shall be permitted to attend  
23 Chapter meetings and social functions and to receive the Chapter newsletter as long as  
24 they live in the local area. They shall not otherwise be accorded voice, vote or other  
25 participation in Chapter affairs.  
26

27                   (d) **Active Retired:** Any person who was a member of the Chapter at the  
28 time of retirement and who also maintains a Retired Membership in good standing with  
29 the State Association may continue as an Active member of this Chapter upon payment  
30 of the Chapter dues required of Active Retired members. Such dues shall be paid  
31 annually in advance or monthly in advance direct to the Chapter Treasurer. Such  
32 members shall be entitled to continued full participation in Chapter affairs, including the  
33 right to hold appointive or elective offices and the right to vote, with the exception of the  
34 right to vote in contract ratification and concerted activities matters.  
35

36                   Should such member cease to be a Retired Member in good standing of the  
37 State Association, the Chapter membership shall automatically terminate.  
38

39                   **Section 2.** Active membership shall be effective upon the completion,  
40 dating, and signing of an official CSEA application form as provided by the Association,  
41 and execution of a valid authorization for payroll deduction of dues or payment of at  
42 least one (1) year's dues in advance. The application shall be immediately forwarded,  
43 together with advance dues received if any, to the Association. The Association shall  
44 send payroll deduction authorizations to the appropriate district office.  
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1           **Section 3.   Membership "In Good Standing"**  
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3           (a)    Membership "in good standing" shall be effective and shall continue upon  
4 receipt of the required dues for the current month. For purposes of establishing voting  
5 rights and eligibility to hold an elected or appointed office, Active members whose dues  
6 are paid via payroll deduction shall not be deemed to be in good standing until the first  
7 of the month following the month in which the first dues are deducted, unless the  
8 member pays dues in cash for the interim period.  
9

10          (b)    Membership shall terminate with:

11                   (1)    The effective date of layoff for members who are laid off and who  
12 choose not to continue in either an Active or Inactive status under provisions of Sections  
13 1(a)(1) or 1(b) above.  
14

15                   (2)    The effective date of an unpaid leave of absence or placement on a  
16 reemployment list for reasons other than layoff, for such members who choose not to  
17 continue in an Inactive status under provisions of Section 1(b) above.  
18

19                   (3)    The date of termination of their 39-month reemployment rights or  
20 approved leave of absence for members who have continued in an Active or Inactive  
21 status, if such members have not been returned to active employment.  
22

23                   (4)    The date of execution of a document terminating payroll deduction  
24 of dues, unless arrangements have been made with the Chapter Treasurer for advance  
25 cash payment. However, the dues authorization signed by a member is a contract which  
26 by law is not terminable without reasonable advance written notice being provided to the  
27 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as  
28 being ten (10) working days.  
29

30                   (5)    The effective date of removal from the bargaining unit, or voluntary  
31 termination of employment.  
32

33                   (6)    The effective date of involuntary termination of employment, unless  
34 the member is eligible to continue and elects to retain Active status as permitted under  
35 provisions of Section 1(a)(2) above.  
36

37                   (7)    Actions pursuant to Sections 4 or 5 below.  
38

39           **Section 4.   Delinquency & Resignation:**  
40

41           (a)    Members who no longer wish to retain that status may resign CSEA  
42 membership by providing a ten (10) working day advance written notification to the  
43 Area's assigned CSEA Field Office. Such notification must include the member's name,  
44 address, employer's name or Chapter name, the last four (4) digits of their social  
45 security number, and CSEA ID or Employee ID number.  
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1 (b) Any member failing to pay all dues owed for fifty (50) working days shall  
2 be deemed delinquent and shall not be considered to be in good standing until such  
3 delinquency has been remitted.

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

7  
8 **Section 5. Expulsion, Suspension, Discipline:**

9  
10 (a) No member may be involuntarily removed from the membership rolls  
11 except as provided for in Sections 3 and 4 above, or in accordance with the procedures  
12 for expulsion, suspension and discipline of members as specified in the Association  
13 Constitution.

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

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20 **ARTICLE III**  
21 **DUES AND ASSESSMENTS**

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

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

31  
32 (1) Payroll deduction shall commence in September of each year and  
33 continue through the following August for each month the member is in a paid status, or  
34 until the maximum of \$472.50 has been deducted, whichever comes first.

35  
36 (2) Annual in advance payments must be remitted direct to the  
37 Association's accounting office no later than September 30, or within twenty-five (25)  
38 working days following membership application for new members after September.  
39 Such annual payments shall be as calculated by the Association's Accounting Office in  
40 accordance with the Association's Bylaws.

41  
42 **Section 2. Chapter Dues**

43  
44 (a) Local Chapter dues for Active members of this Chapter shall be \$15.00  
45 per year, payable by payroll deduction during each of the months September through  
46 August in which the member is in regular paid status; or payable annually in advance to  
47 the Chapter Treasurer.

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1 (b) Local Chapter dues for Active Retired members of this Chapter shall be  
2 \$1.00 per year, payable annual in advance to the Chapter Treasurer.  
3

4 **Section 3.** The local Chapter dues plus the State per capita dues equals the  
5 member's total dues requirement.  
6

7 **Section 4. Assessments:** No assessments shall be levied in this Chapter  
8 other than those approved by three-fourths (3/4) of the Chapter membership present  
9 and voting on the question by secret ballot, provided that each member has been  
10 notified in writing at least eight (8) working days in advance of the nature of the proposal  
11 and the time, date and place where the matter will be voted on.  
12

13 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the  
14 Chapter without authorization of the Executive Board. All funds collected (together with  
15 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)  
16 working days of receipt, for deposit in the Chapter's account.  
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19 **ARTICLE IV**  
20 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**  
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22 **Section 1. Officers:** The following officers shall be elected by and from  
23 among the total Active membership of the Chapter, regardless of the location of their  
24 employment: President, 1st Vice President, 2nd Vice President, Chief Union Steward,  
25 Secretary, Treasurer, Communications Officer, Site Representative Coordinator.  
26

27 **Section 2. Executive Board:** The elected officers designated in Section 1,  
28 plus the Immediate Past President, shall constitute the Executive Board of this Chapter.  
29

30 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among  
31 the Active members in good standing of the Chapter who have maintained such  
32 membership continuously for a period of twelve (12) consecutive calendar months  
33 immediately preceding the month in which they are nominated; and who have attended  
34 at least five (5) regular Chapter or CSEA meetings listed in Article VIII, Section 1, in the  
35 twenty-four (24) month period prior to the month in which the election is held.  
36

37 (a) Nominees for elected office shall be Active members of the Chapter in  
38 good standing at the time of nomination and can only accept nomination for one (1)  
39 Executive Board office.  
40

41 **Section 4. Nominating and Election Procedures:**  
42

43 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted  
44 in the even-numbered years.  
45

46 (b) Nominations for these offices shall be accepted from the Floor at the  
47 October and November Chapter meetings.  
48  
49

1 (c) If, after nominations are closed at the November Chapter meeting there is  
2 only one (1) nomination for an office, the single nominee shall be declared elected to  
3 the office, and no balloting or other action shall be required. The Chapter President  
4 shall so notify the membership in writing as soon thereafter as possible.

5  
6 (d) When there is more than one (1) nominee for an office, the Elections  
7 Committee, as selected pursuant to Article VIII of the constitution, shall oversee the  
8 election process and retrieve the results of the online balloting. All procedural matters  
9 relating to the online balloting process and tally shall be conducted in accordance with  
10 Association Policy 618.

11  
12 (1) The Elections Committee shall request an online ballot from the  
13 CSEA Executive Department. Upon verification that the online ballot is available, the  
14 Elections Committee shall prepare an election notice. Each notice shall include the  
15 appropriate information needed to cast an online ballot, such as the dates of balloting,  
16 instructions on how to access the online ballot via the internet, the member's  
17 identification and password code.

18  
19 (e) The Chapter President shall set the dates for online balloting, which shall  
20 begin no sooner than December 1. The online balloting shall be available on the same  
21 day the election notice is mailed and shall remain open until the date set to close.

22  
23 (f) The election notice shall be sent at least ten (10) calendar days in  
24 advance of the date set for online balloting to close. Notice must be mailed via U.S. First  
25 Class mail to each CSEA member in good standing who is eligible to vote in the election  
26 at the last known home address, except that notice may be e-mailed to such members  
27 who have an e-mail address on file with the chapter.

28  
29 (g) The Chapter President shall provide advance notice to all candidates so  
30 that they or their representative may be present to observe the entire balloting process,  
31 including the preparation and distribution of the online election notices.

32  
33 (h) It shall require a plurality vote to elect. If a tie exists, the election shall be  
34 determined by lot (draw) between the tied candidates. Write-in votes shall not be  
35 accepted. The official ballot tally shall be provided in writing to all candidates and  
36 notices posted accessible to all Chapter members within five (5) working days and shall  
37 be announced at the next following Chapter meeting at which the presiding officer shall  
38 officially declare the winning candidates or announce such other action as may be  
39 necessary.

40  
41 (i) All election documents, including notices of nomination and election  
42 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and  
43 all challenges to the election or charges of misconduct in running the election have  
44 been resolved, whichever is the longer period.

45  
46 **Section 5. Terms of Office:** Elected officers shall take office and assume  
47 their duties on the January 1 following their election and shall continue to serve for  
48 two (2) years or until their successors are elected, provided that any officer shall  
49 automatically forfeit such office if they cease to be an Active member in good standing.



1           **Section 3. President:** The President shall:  
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3           (a) Be Chairperson of the Executive Board, call and preside over all meetings  
4 of the Chapter and Executive Board at which the President is in attendance.  
5

6           (b) Appoint the various committees, standing or special, required by this  
7 Constitution or established by the Executive Board, or as may be ordered by vote of the  
8 membership, except as otherwise provided herein.  
9

10          (c) Attend all Regional Presidents' Meetings and such other meetings as  
11 required by the State Association or direction of the Chapter, and report back to the  
12 Executive Board and Chapter membership at the next Chapter meeting, with  
13 recommendations for Chapter action or as otherwise required.  
14

15          (d) Serve as a member of the Membership Committee, and promote and  
16 participate in membership recruitment activity to build the union.  
17

18          (e) Perform such other duties as normally pertain to the office of President or  
19 ordered by this Constitution.  
20

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

23          (a) In the absence or disability of the President, possess all of the powers and  
24 perform all of the duties in of the President.  
25

26          (b) At all times assist the President in the performance of their duties.  
27

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

30          (d) Compile a report of the activities and achievements of the Chapter and  
31 forward a copy of same to each member in January.  
32

33          (e) Serve as Chairperson of the Membership Committee, and promote and  
34 participate in membership recruitment activity to build the union.  
35

36          (f) Perform such other duties as may be assigned by the Executive Board or  
37 ordered by this Constitution.  
38

39           **Section 5. 2nd Vice President:** The 2nd Vice President shall  
40

41          (a) At all times assist the President in the performance of their duties.  
42

43          (b) Assume the office of President if a vacancy occurs and the 1st Vice  
44 President in unable to fulfil the duties.  
45

46          (c) Serve as EERC Co-Chairperson, shall ensure that the Union Steward  
47 program of the Chapter functions according to the requirements set forth in this  
48 Constitution, and shall maintain the necessary records on matters of contract  
49 enforcement to permit the Chapter to effectively represent bargaining unit employees.

1 (d) Serve as a member of the Membership Committee, and promote and  
2 participate in membership recruitment activity to build the union.  
3

4 (e) Perform such other duties as may be assigned by the Executive Board or  
5 ordered by this Constitution.  
6

7 **Section 6. Chief Union Steward:** The Chief Union Steward shall:  
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9 (a) Attend training sessions for Chief Union Stewards provided by the  
10 Association and/or other appropriate training as directed by the President.  
11

12 (b) Serve as EERC Co-Chairperson, shall ensure that the Union Steward  
13 program of the Chapter functions according to the requirements set forth in this  
14 Constitution.  
15

16 (c) Maintain the necessary records on matters of contract enforcement to  
17 permit the Chapter to effectively represent bargaining unit employees.  
18

19 (d) Process all grievances not settled at the immediate-supervisory level,  
20 unless CSEA staff assistance is required. If staff assistance is required, the President  
21 shall be notified.  
22

23 (e) Keep the Executive Board informed on all grievance activity.  
24

25 (f) Review all grievances being considered for arbitration and recommend to  
26 the Executive Board whether each particular case should be arbitrated.  
27

28 (g) Serve as a member of the Membership Committee, and promote and  
29 participate in membership recruitment activity to build the union.  
30

31 (h) In coordination with the 2nd Vice President, call and conduct periodic  
32 meetings between the Site Representatives and Union Stewards to ensure an  
33 appropriate level of communication and coordination between these programs.  
34

35 **Section 7. Secretary:** The Secretary shall:  
36

37 (a) Keep an accurate record of all proceedings of Chapter and Executive  
38 Board meetings, including an accurate roll of members and officers in attendance at  
39 each.  
40

41 (b) Keep an accurate roster of the officers of the Chapter and see that such  
42 information is forwarded to the State Association as required.  
43

44 (c) Issue notices of all meetings of the Executive Board and Chapter  
45 meetings, which shall include notice of matters for discussion at same.  
46

47 (d) Notify members of all committees of their appointment/election.  
48  
49

1 (e) Have custody of all correspondence, official documents and historical  
2 records of the Chapter, which shall be open at all times for the inspection of the  
3 President or the agent and members of the Executive Board.

4  
5 (f) Serve as a member of the Membership Committee, and promote and  
6 participate in membership recruitment activity to build the union.

7  
8 (g) Perform such other duties as normally pertain to the office of Secretary or  
9 as may be directed by the President or required by this Constitution.

10  
11 **Section 8. Treasurer:** The Treasurer shall:

12  
13 (a) Receive all funds of the Chapter and keep and disburse same under the  
14 direction of the President and as required by the Constitution & Bylaws of the  
15 Association and this Chapter. Inform the Association at [chapter-financials@csea.com](mailto:chapter-financials@csea.com)  
16 prior to any changes in the financial institution(s) utilized by the Chapter.

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

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

23  
24 (d) Report at each meeting of the Executive Board and Chapter as to the  
25 financial condition of the treasury with a detailed statement of receipts and expenditures  
26 and accounts payable, to include where the Chapter holds its treasury, and per capita  
27 dues/fees paid and owed to the Association if any. The report to the Executive Board  
28 shall also include copies of the bank statement(s)/reconciliation(s).

29  
30 (e) Prepare the annual financial report to include the last day of the fiscal  
31 year, and immediately submit same to the President for review and forwarding to the  
32 Association, and the membership.

33  
34 (f) Promptly forward membership applications and dues payments to the  
35 Association. The Association shall send payroll deduction authorizations to the  
36 appropriate district office for processing.

37  
38 (g) Maintain an accurate record of members in good standing, and prepare  
39 such monthly reports and remittances as may be required by the Association and  
40 promptly forward to CSEA Headquarters within twenty-five (25) working days of request.

41  
42 (h) Assist in preparation of the Chapter budget, and perform such other duties  
43 as may be directed by the President.

44  
45 (i) Serve as a member of the Membership Committee, and promote and  
46 participate in membership recruitment activity to build the union.

47  
48 (j) Upon leaving office, sign such bank signature cards or other documents  
49 necessary for the transfer of all Chapter accounts to the new Treasurer.

1           **Section 9. Communications Officer:** The Communications Office shall:  
2

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

5  
6           (b) Write articles of interest pertaining to Chapter affairs for local newspapers  
7 and official publications of the State Association  
8

9           (c) Serve as a member of the Membership Committee, and promote and  
10 participate in membership recruitment activity to build the union.  
11

12           (d) Perform such other Communications activities as directed by the  
13 President.  
14

15           **Section 10. Site Representative Coordinator:** The Site Representative  
16 Coordinator shall:  
17

18           (a) Be responsible for working with the Association, Regional, and Local  
19 members and staff to organize, implement, and coordinate a system of site  
20 representatives who will assist with CSEA's communication network.  
21

22           (b) Ensure that each site representative is trained and knows who to contact  
23 when problems occur (i.e., union steward, grievance chair, executive board, or labor  
24 relations representative).  
25

26           (c) Conduct monthly meetings with site representatives or otherwise  
27 coordinate activities with chapter site representatives.  
28

29           (d) Compile and submit to the Chapter Executive Board regular reports  
30 regarding site representative activities.  
31

32           (e) Meet and report to the Chapter Executive Board any areas of concern as  
33 reported to them by site representatives.  
34

35           (f) Work with Communication Officer and chapter leadership for distribution of  
36 CSEA newsletters, flyers, and other CSEA materials.  
37

38           (g) Serve as a member of the Membership Committee, and promote and  
39 participate in membership recruitment activity to build the union.  
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41           (h) Encourage site representatives to maintain and update bulletin boards.  
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43           **Section 11. Immediate Past President:** The Immediate Past President shall  
44 be a member of the Executive Board and perform such duties as may be assigned by  
45 the President and/or the Executive Board.  
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**ARTICLE VI  
MEETINGS**

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

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

**Section 3. Meeting Notices:**

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

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

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

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

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

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

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 5.** 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) Recognition of New Members
- 34 (7) Report of the Negotiating Committee /Bargaining Team
- 35 (8) Committee Reports
- 36 (9) Unfinished Business
- 37 (10) New Business
- 38 (11) Good of the Order
- 39 (12) Adjournment  
40

41 **Section 6. Quorum for Meetings:** It shall require at least five (5) members in  
42 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 Rancho Santiago Chapter No. 579, CSEA, in such bank or other financial institution as approved by the Executive Board. The use of 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. The Executive Board shall provide the Association with the name and location of the Chapter bank or financial institution, including any changes thereto, at csea-financials@csea.com. Chapter financial practices shall conform to Association Policy 627.

**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.

**ARTICLE VIII  
COMMITTEES**

**Section 1.** The President shall appoint the following standing committees, which shall be subject to the ratification of the Executive Board:

<u>Committee</u>	<u>Minimum Membership</u>
Auditing	3
Elections (Tellers)	2
Employee Employer Relations	5
Membership	see section 10
Negotiating	5
Professional Growth	5

**Section 2. Ad Hoc Committees:** Such other committees as the President or the Chapter membership may deem necessary to perform a specified task for the welfare of the Chapter may be appointed. The President 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 1st Vice President shall act as coordinator of all appointed committees, shall be Chairperson of the Membership Committee. The 2nd Vice President and Chief Union Steward shall be Co-Chairpersons of the Employee Employer Relations Committee.

1           **Section 4.** The President shall be, ex-officio, a member of all committees,  
2 except the Auditing and Elections Committees.  
3

4           **Section 5. Quorum:** A majority of the members of any committee must be  
5 present at any meeting to constitute a quorum.  
6

7           **Section 6. Terms:** Unless otherwise provided herein, the term of office for all  
8 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
9 their successors are appointed, provided that any committee member shall  
10 automatically forfeit the office if they cease to be an Active member in good standing.  
11

12           **Section 7. Auditing Committee:** It shall be the duty of this committee to  
13 receive and audit the books and records of the Treasurer immediately after the close of  
14 each fiscal year, and at such other times as may be directed by the President, and  
15 report its findings to the Chapter membership.  
16

17           **Section 8. Elections Committee (Tellers):** It shall be the duty of this  
18 committee to supervise and assist in the preparation, distribution, and counting of the  
19 ballots in **all** elections (including contract ratifications) within the Chapter, and certify the  
20 results to the Chapter President. In addition, the committee shall ensure that election  
21 procedures are in accordance with applicable provisions of the State Association's  
22 Constitution & Bylaws and Policy, and this Constitution.  
23

24           **Section 9. Employee Employer Relations Committee:**  
25

26           (a) It shall be the duty of the Employee Employer Relations Committee to  
27 supervise and assist the operation of the Chapter's Union Steward program. The  
28 committee shall ensure that all grievances are handled properly in their investigation  
29 and filing and consistent in their resolution.  
30

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

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

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

44           **Section 10. Membership Committee:** It shall be the duty of this committee to  
45 strive for 100% CSEA membership within the chapter, to develop and execute a  
46 program designed to secure new members especially at new employee orientations,  
47 and stimulate membership attendance at Chapter meetings on an ongoing basis. All  
48 members of the Executive Board shall serve as members of this committee in addition  
49 to any other members appointed.

1           **Section 11. Negotiating Committee:**

2  
3           (a) The Negotiating Committee shall consist of a Chairperson as designated  
4 by the President and ratified by action of the Executive Board, plus such other members  
5 as deemed necessary by the Executive Board.

6  
7           (b) Prior to January each year, the President will send notices to the  
8 membership soliciting names of members interested in serving on the committee.  
9 Appointments will then be made from the list of volunteers received, upon  
10 recommendation of the President and ratified by the Executive Board. In making the  
11 appointment, the Executive Board shall make every effort to ensure that each major job  
12 classification within the bargaining unit is represented.

13  
14           (c) Term of office for the appointed members shall commence upon their  
15 appointment and for the duration of the current contract or until their successors are  
16 appointed. In the event negotiations for any year are still in progress at the time of  
17 committee appointment, the designated Negotiating Committee shall remain in place  
18 until negotiations have been completed and the contract ratified.

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

22  
23           (e) The Bargaining Team shall be selected by the Negotiating Committee to  
24 consist of five (5) members including the President or as per contract provisions. The  
25 Bargaining Team shall service the same term as the Negotiating Committee. Those not  
26 selected for the Bargaining Team shall serve as alternates.

27  
28           (f) It shall be the duty of the Bargaining Team to negotiate the contract for  
29 and on behalf of the Chapter with assistance from State Association field staff.

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31           **Section 12. Professional Growth Committee:**

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33           (a) The committee shall only meet as required in the Professional Growth  
34 article of the CSEA contract.

35  
36           (b) The committee shall, at the request of Human Resources, review criteria  
37 for increment awards. The concept of allowing and encouraging employees to grow  
38 professionally shall be used.

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40           (c) Recommend additional or revised policy as necessary to Human  
41 Resources and CSEA.

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**ARTICLE IX  
UNION STEWARDS**

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4       **Section 1. Appointment:** Union Stewards, in sufficient numbers to serve the  
5 needs of the membership, shall be appointed by the Chapter President to serve each  
6 job classification and work site. The Executive Board shall determine the number of  
7 stewards to be appointed and area of representation of each, and shall ratify all  
8 appointments.  
9

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

19       **Section 3. Duties.** The Union Steward(s) shall:  
20

21           (a) Attend annual training sessions for Union Stewards provided by the  
22 Association and/or other appropriate training as directed by the President.  
23

24           (b) Attend periodic Site Representative/site council meetings as directed by  
25 the Chief Union Steward.  
26

27           (c) Educate bargaining unit employees about their rights under the contract  
28 and determine how problems arising under the contract can best be handled.  
29

30           (d) Investigate and prepare grievances for presentation to management;  
31 present grievances to the employee's supervisor and be present, as required, during  
32 other steps of the grievance procedure.  
33

34           (e) **Preserve the confidentiality** of personal grievances, resolve differences  
35 among the membership in grievance handling; and maintain a file on all grievances  
36 handled.  
37

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

42           (g) Recruit employees into CSEA membership.  
43

44       **Section 4.** The authority of the Union Steward to settle grievances shall be  
45 determined by the rule of the Executive Board or the Chapter, consistent with applicable  
46 provisions of the collective bargaining agreement.  
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**ARTICLE X**  
**SITE REPRESENTATIVES**

**Section 1. Appointment:** Site Representative(s) shall be appointed by the President and ratified by the Executive Board.

**Section 2. Term of Office:** Term of office for the Site Representative(s) shall be from the date of appointment to the end of the Chapter fiscal year, or until their successor is appointed, provided that any Site Representative(s) shall automatically forfeit such office if they cease to be an Active member in good standing. A vacancy in office shall be filled for the remainder of the original term only by the requirements in Section 1 above.

**Section 3. Duties:** Site Representative(s) shall:

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

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

(c) Conduct periodic site-level meetings to keep the members informed of actions taken at Chapter meetings, and keep members informed of Association and/or Chapter activity regarding contract negotiations, contract enforcement, legislative and political activity, and other such matters.

(d) Relay specific member concerns to the Site Representative Coordinator or the appropriate Chapter officer.

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**ARTICLE XI**  
**RECALL OR REMOVAL FROM OFFICE**

**Section 1. Recall of Elected Offices**

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

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

1 (c) Upon receipt of the petition, the Executive Board shall arrange for a  
2 special meeting to be held not less than eleven (11) working days nor more than twenty-  
3 five (25) working days following its receipt, at which the charged person shall be  
4 afforded opportunity to rebut the charges, including presentation and cross-examination  
5 of witnesses as may be appropriate, and the secret ballot vote shall be conducted.  
6 Attendance at said meeting shall be restricted to members of the Executive Board and  
7 members of the Chapter in good standing who are eligible to vote on the particular  
8 recall action, authorized representatives of the Association, and such witnesses as may  
9 be pertinent to the action. Notice specifying time, date, and place and the specific  
10 nature/purpose of the meeting shall be issued to those eligible for attendance at least  
11 eight (8) working days in advance.

## 12 **Section 2. Removal of Appointed Offices**

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14  
15 (a) Any appointee of the President/Executive Board may be removed from  
16 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,  
17 provided such person shall be provided at least five (5) working days advance notice of  
18 the reasons for removal and the time, date and place where the Board will meet to vote  
19 on the matter. At said meeting the member shall be afforded an opportunity to provide  
20 rebuttal argument prior to the vote being taken.

21  
22 (b) Any appointed committee chairperson or member failing to attend three  
23 (3) consecutive committee meetings, unless excused for cause, shall be automatically  
24 removed from the committee.

## 25 **Section 3. Resignation from Office**

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

30  
31 (b) A resignation by any appointee of the President/Executive Board is not  
32 effective until acknowledged by the President/Executive Board.

## 33 34 35 **ARTICLE XII** 36 **DELEGATES TO CONFERENCE**

37  
38 **Section 1. Delegates:** Voting delegates to an annual conference of the State  
39 Association (and their alternates) shall be designated from among the Active members  
40 in good standing as follows:

41  
42 (a) The Executive Board.

43  
44 (b) Additional delegates in such number as may be authorized by the Chapter  
45 for attendance, but not to exceed the total number authorized by the Bylaws of the State  
46 Association, shall be elected as provided in Section 2 below.

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1           **Section 2. Election:**  
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3           (a) Nominations for the authorized delegate positions, other than the  
4 President, shall be taken at the regular Chapter meeting in March, and election shall be  
5 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers  
6 for each of the authorized delegates, to include alternates for the Executive Board, shall  
7 also be elected.  
8

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

13           (c) In the event a delegate cannot attend, the Executive Board shall  
14 determine which alternate shall replace the authorized delegate.  
15

16           **Section 3. Responsibilities:** Delegates shall attend all conference business  
17 and other sessions of importance to the Chapter. In addition, the delegates shall:  
18

19           (a) Attend at least one (1) mandatory orientation meeting at the Regional or  
20 Area level of the State Association concerning the resolutions to the upcoming  
21 conference, as directed by the Executive Board.  
22

23           (b) Render an oral report on conference activities to the Chapter membership  
24 at the first Chapter meeting following the conference, which shall be set forth in written  
25 form and distributed to all members.  
26

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

32  
33   **ARTICLE XIII**  
34   **CONTRACT RATIFICATION**  
35

36           **Section 1.** Contract ratification procedures will comply with the provisions of  
37 Association Policy 610.  
38

39           **Section 2. Initial Proposals:**  
40

41           (a) The initial bargaining proposal will be determined by a vote of the  
42 membership.  
43

44           (b) Copies of the Chapter's initial proposal and the employer's initial proposal  
45 shall be submitted to the Field Director and Labor Relations Representative for review.  
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1           **Section 3. Negotiated Agreement:**  
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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 State Association prior to membership ratification.  
7

8           (1) All contract modifications shall be submitted to the Labor Relations  
9 Representative for review by the State Association. However, membership ratification  
10 shall not be required for those items listed as exceptions to the definition of  
11 modifications within the provisions of Association Policy 610, unless they are included  
12 as part of 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 "contract information" 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 for review 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 it determines to be most  
31 efficient:

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

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

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

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

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





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

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

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9 **ARTICLE XVII**  
10 **PARLIAMENTARY AUTHORITY**  
11

12 The rules contained in the current edition of *Robert's Rules of Order, Newly*  
13 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this  
14 Constitution, the Constitution & Bylaws or Policy of the State Association, and any  
15 special rules the Chapter may adopt. The President may appoint a Parliamentarian to  
16 assist in this regard.  
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19 **ARTICLE XVIII**  
20 **FISCAL YEAR**  
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22 The fiscal year of this Chapter shall extend from January 1 through December  
23 31, inclusive.  
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