

**CONSTITUTION OF
Conejo Valley Unified Chapter No. 620, CSEA
Adopted January 6, 1994
Latest Revision September 15, 2016**

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 Conejo Valley Unified Chapter No. 620, CSEA.

APPROVED

California School Employees Association

Date: October 13, 2016

By: *Arnold J. Morin*, Executive Coordinator

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Conejo Valley Unified Chapter No. 620 of the California School Employees Association.

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

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**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

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

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

18
19 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
20 time of retirement may become a "Lifetime Retired" member of this Chapter upon
21 payment of a one-time fee of \$25.00. Such members shall be permitted to attend
22 Chapter meetings and social functions and to receive the Chapter newsletter as long as
23 they live in the local area. They shall not otherwise be accorded voice, vote or other
24 participation in Chapter affairs.

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

34
35 Should such member cease to be a retired member in good standing of the
36 Association, his/her Chapter membership shall automatically terminate.

37
38 **Section 2.** Active membership shall be effective upon the completion, dating,
39 and signing of an official CSEA application form as provided by the Association, and
40 execution of a valid authorization for payroll deduction of dues or payment of at least
41 one (1) year's dues in advance. The application shall be promptly countersigned by the
42 Chapter Treasurer who shall immediately forward the approved application, together
43 with advance dues received if any, to the Association, and submit payroll deduction
44 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 s/he pays
8 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.
26

27 (5) The effective date of removal from the bargaining unit, or voluntary
28 termination of employment.
29

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

34 (7) Actions pursuant to Sections 5 or 6 below.
35
36

37 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay
38 either dues or fair share service fees to CSEA pursuant to organizational security
39 provisions in the collective bargaining agreement and who choose not to be Active
40 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service
41 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the
42 dues required of Active members of the Chapter (less any local Chapter fees unless
43 collection of local Chapter fees has been approved by the Association) subject to
44 annual requests for advance refunds of the portion of fair share service fees that CSEA
45 determines will be used for purposes not related to collective bargaining, in accordance
46 with the policies of the Association.
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1 Fair share service fee payers shall be entitled to full rights of representation in all
2 matters related to their collective bargaining agreement. They shall not, however, have
3 the right of voice, vote, or other participation in Chapter or Association affairs, unless
4 otherwise provided herein or required by law.

5
6 **Section 5. Delinquency & Resignation:**

7
8 (a) Members who no longer wish to retain that status may resign CSEA
9 membership by written notification to the Chapter Treasurer. They shall become fair
10 share service fee payers subject to the same fair share service fees and rights, benefits
11 and burdens as provided under Section 4 of this article.

12
13 (b) Any member failing to pay all dues owed for the current month shall be
14 deemed delinquent and shall not be considered to be in good standing until such
15 delinquency has been remitted.

16
17 (c) Members who have resigned shall, upon reapplication, be admitted as
18 new members.

19
20 **Section 6. Expulsion, Suspension, Discipline:**

21
22 (a) No member may be involuntarily removed from the membership rolls
23 except as provided for in Sections 3 and 5 above, or in accordance with the procedures
24 for expulsion, suspension and discipline of members as specified in the Association
25 Constitution.

26
27 (b) All matters for proposed disciplinary action against members shall be
28 referred to the Association for action, except that members may be recalled from office
29 in accordance with provisions of Article XI of this Constitution.

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32 **ARTICLE III**
33 **DUES and ASSESSMENTS**

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35 **Section 1. Association Per Capita Dues**

36
37 (a) Per capita dues to the Association for Active members shall be assessed
38 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but
39 *including* longevity, professional growth and anniversary increments), but not to exceed
40 a maximum of \$367.50 for the 12-month period commencing each September 1st and
41 continuing through the following August 31st. Said dues shall be payable by payroll
42 deduction or annually in advance direct to the Association.

43
44 (1) Payroll deduction shall commence in September of each year and
45 continue through the following August for each month the member is in a paid status, or
46 until the maximum of \$367.50 has been deducted, whichever comes first.

1 **Section 4. Nominating and Election Procedures:**
2

3 (a) Nominations to fill the elective offices of President, 2nd Vice President,
4 and Treasurer shall be shall be accepted in even-numbered years. Nominations to fill
5 the elective offices of 1st Vice President, Secretary, and Communications Officer shall
6 be accepted in the odd-numbered years.
7

8 (b) Nominations for these offices shall be accepted from the floor at the
9 October and November Chapter meetings.
10

11 (c) If, after nominations are closed at the November Chapter meeting there is
12 only one (1) nomination for an office, the single nominee shall be declared elected to
13 the office, and no balloting or other action shall be required. The Chapter President
14 shall so notify the membership in writing as soon thereafter as possible.
15

16 (d) When there is more than one (1) nominee for an office, an election shall
17 be conducted at the December Chapter meeting by secret ballot vote of Active
18 members in good standing who have not withdrawn their membership within the
19 preceding ten (10) months of which dues are taken, and are present at said meeting. It
20 shall require a plurality vote to elect any officer. Write-in votes shall not be accepted. If
21 a tie exists, the election shall be determined by lot (draw) between the tied candidates.
22

23 (e) Notices of the time, date, and place for nominations and balloting, and all
24 other procedural matters relating to conducting these elections, shall be in accordance
25 with provisions of Association Policy 618.
26

27 (f) All candidates shall be provided an opportunity to address the members
28 present at the election meeting prior to the balloting, and they or their designated
29 representative shall be accorded the right to observe the ballot tally process.
30

31 (g) All ballots, including used, unused, invalid and challenged ballots, tally
32 sheets and related election documents, including notices of nomination and election
33 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and
34 all challenges to the election or charges of misconduct in the running of the election
35 have been resolved, whichever is the longer period.
36

37 **Section 5. Terms of Office:** Elected officers shall take office and assume
38 their duties on the January 1 following their election and shall continue to serve for
39 two (2) years, provided that any officer shall automatically forfeit such office if they
40 cease to be an Active member in good standing.
41

42 **Section 6. Vacancies:**
43

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

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

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

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

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

29 The Executive Board shall meet at the call of the President or at such times and
30 places designated by it; the President shall call a special meeting upon the written
31 request of a majority of the Board.
32

33 A majority of the members of the Executive Board shall constitute a quorum.
34

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

40 **Section 3. President:** The President shall:
41

42 (a) Be chairperson of the Executive Board, call and preside over all meetings
43 of the Chapter and Executive Board at which s/he is in attendance.
44

45 (b) Fix the time and place of meetings except as otherwise directed by the
46 membership.
47

48 (c) Set the agenda for Chapter meetings, as noted in Article VI.

1 (d) Appoint and direct the activities of the various committees, standing or
2 special, required by this constitution or established by the Executive Board, or as may
3 be ordered by vote of the membership, except as otherwise provided herein.
4

5 (e) Attend all regional presidents' meetings (RPMs) and such other meetings
6 as required by the Association or direction of the Chapter, and report back to the
7 Executive Board and Chapter membership at the next Chapter meeting, with
8 recommendations for Chapter action or as otherwise required.
9

10 (f) Perform such other duties as normally pertain to the office of President or
11 ordered by this constitution.
12

13 **Section 4. 1st Vice President:** The 1st Vice President shall:
14

15 (a) In the absence or disability of the President, possess all of the powers and
16 perform all of the duties in his/her stead.
17

18 (b) At all times assist the President in the performance of his/her duties.
19

20 (c) Assume the office of President if a vacancy occurs.
21

22 (d) Coordinate and direct the activities of the Site Representatives.
23

24 (e) In coordination with the Chief Union Steward, call and conduct periodic
25 meetings between the Site Representatives and Union Stewards to ensure an
26 appropriate level of communication and coordination between these two programs.
27

28 (f) Coordinate the activities of the standing committees.
29

30 (g) Perform such other duties as may be assigned by the President/Executive
31 Board or ordered by this constitution.
32

33 **Section 5. 2nd Vice President:** The 2nd Vice President shall:
34

35 (a) In the absence or disability of the President and 1st Vice President,
36 possess all of the powers and perform all of the duties in their stead.
37

38 (b) At all times assist the President and 1st Vice President in the performance
39 of their duties.
40

41 (c) Serve as Chairperson of the Membership Committee.
42

43 (d) Perform such other duties as may be assigned by the President/Executive
44 Board or ordered by this constitution.
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1 **Section 6. Secretary:** The Secretary shall:
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3 (a) Keep an accurate record of all proceedings of Chapter and Executive
4 Board meetings, including an accurate roll of members and officers in attendance at
5 each.
6

7 (b) Keep an accurate roster of the officers of the Chapter and see that such
8 information is forwarded to the Association as required.
9

10 (c) Issue notices of all meetings of the Executive Board and Chapter
11 meetings, which shall include notice of matters for discussion at same.
12

13 (d) Notify members of all committees of their appointment/election.
14

15 (e) Have custody of all correspondence, official documents and historical
16 records of the Chapter, which shall be open at all times for the inspection of the
17 President or his/her agent and members of the Executive Board.
18

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

24 (g) Perform such other duties as normally pertain to the office of Secretary or
25 as may be assigned by the President/Executive Board or ordered by this constitution.
26

27 **Section 7. Treasurer:** The Treasurer shall:
28

29 (a) Receive all funds of the Chapter and keep and disburse same under the
30 direction of the President and as required by the Constitution & Bylaws of the
31 Association and this Chapter.
32

33 (b) Keep or cause to be kept regular books and full accounts which shall be
34 open at all times to inspection of the President or his/her agent and the Auditing
35 Committee.
36

37 (c) Provide access to all records, vouchers and statements to the Auditing
38 Committee for annual inspection at the close of each fiscal year.
39

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

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

1 (f) Promptly process and forward membership applications and dues
2 payments to CSEA Headquarters and payroll deduction authorizations to proper district
3 office for processing.

4
5 (g) Maintain an accurate record of members in good standing, and prepare
6 such monthly reports and remittances as may be required by the Association and
7 promptly forward to CSEA Headquarters within thirty (30) days of request.

8
9 (h) Assist in preparation of the Chapter budget.

10
11 (i) Upon leaving office, sign such bank signature cards or other documents
12 necessary for the transfer of all Chapter accounts to the new Treasurer.

13
14 (j) Perform such other duties as normally pertain to the office of Treasurer or
15 as may be assigned by the President/Executive Board or ordered by this constitution.

16
17 **Section 8. Communications Officer:** The Communications Officer shall:

18
19 (a) Edit and distribute a newsletter or similar publication as may be authorized
20 by the Executive Board and the Chapter membership.

21
22 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
23 and official publications of the Association.

24
25 (c) Perform such other duties as normally pertain to the Communications
26 Officer or as may be assigned by the President/Executive Board or ordered by this
27 constitution.

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30 **ARTICLE VI**
31 **MEETINGS**

32
33 **Section 1.** Regular business meetings of this Chapter shall be held during the
34 months of September through June, inclusive. The schedule of such meetings shall be
35 established in January of each year for the succeeding twelve (12) month period and
36 shall be provided to the membership.

37
38 **Section 2.** Special meetings of the Chapter may be called by the Chapter
39 President as deemed necessary, or shall be called by a vote of two-thirds (2/3) of the
40 Executive Board or upon petition to the President of twenty percent (20%) of the
41 Chapter membership.

42
43 **Section 3. Meeting Notices:**

44
45 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
46 shall precede all Chapter meetings at least five (5) days in advance to allow members a
47 reasonable opportunity to attend. Said notice shall include a summary of the business
48 to be acted upon, and the time, date and place of the meeting.

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

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

- 9 (1) Pledge of Allegiance to the Flag
 - 10 (2) Approval of Minutes of the Previous Meeting
 - 11 (3) Communications
 - 12 (4) Report of Executive Board Actions
 - 13 (5) Treasurer's Report
 - 14 (6) Committee Reports
 - 15 (a) Report of the Membership Committee/Recognition of New Members
 - 16 (b) Report of the Negotiating Committee
 - 17 (c) Union Steward/Site Representative Reports
 - 18 (d) Other Committees as Required
 - 19 (7) Unfinished Business
 - 20 (8) New Business
 - 21 (9) Good of the Order
 - 22 (10) Adjournment
- 23

24 **Section 5. Quorum for Meetings:** It shall require at least seven (7) members
25 in good standing in attendance at any Chapter meeting for business to be conducted.
26
27

28 **ARTICLE VII**

29 **CONTROL OF FUNDS / BUDGET**

30

31 **Section 1.** All funds received shall be deposited in the name of Conejo Valley
32 Unified Chapter No. 620, CSEA, in such bank or other financial institution as approved
33 by the Executive Board. No funds shall be disbursed except by check, duly authorized
34 and signed by the Treasurer and the President. In the event of absence of, inability to
35 act by, or vacancy in the office of Treasurer, funds shall only be disbursed upon
36 signature of the President and one (1) of the following: 1st Vice President, Secretary.
37

38 **Section 2.** The Executive Board shall prepare an annual budget for approval
39 of the Chapter membership no later than January of each year, which shall contain
40 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
41 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,
42 except that the Treasurer shall submit any single expenditure in excess of \$100 to the
43 Executive Board for prior approval. Expenditures in excess of those approved in the
44 budget must have prior approval of the Chapter membership.
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**ARTICLE VIII
COMMITTEES**

Section 1. Standing Committees: The following shall be the standing committees of the Chapter: Auditing, Elections, Membership, Negotiating, Political Action, Professional Growth, Scholarship. 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 President 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 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. Joint Chapter/Employer Committees: Unless otherwise specified within this document or a collectively bargained agreement, the President shall appoint representatives to joint Chapter/employer committees.

Section 4. Additional Duties of the 1st and 2nd Vice Presidents: The 1st Vice President shall act as coordinator of all appointed committees. The 2nd Vice President shall be Chairperson of the Membership Committee.

Section 5. Additional Duties of the President: The President shall be an ex-officio member of all committees, except the Auditing and Elections Committees.

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

Section 7. 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 8. 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 9. 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 10. Membership Committee:** It shall be the duty of this committee to
2 strive for 100% CSEA membership within the represented bargaining unit(s), and to
3 prepare and execute a program designed to secure new members and stimulate
4 membership attendance at Chapter meetings on an ongoing basis.
5

6 **Section 11. Negotiating Committee (Team):**
7

8 (a) The Negotiating Committee shall consist of a chairperson as designated
9 by the Chapter President, plus one (1) representative from each of the major job
10 groupings represented by this Chapter, as follows: Child Care, Child Nutrition,
11 Paraprofessional, Custodial, Maintenance & Operations, Office Support.
12

13 (b) The committee members shall be appointed by the President from among
14 the members in good standing employed in each of the job groupings designated
15 above.
16

17 (c) Term of office for the appointed members shall commence upon their
18 appointment and continue for one (1) year or until their successors are appointed. In
19 the event negotiations for any year are still in progress at the time of committee
20 appointment, the designated Negotiating Committee/Team shall remain in place until
21 negotiations have been completed and the contract ratified.
22

23 (d) Vacancies shall be filled by appointment by the President within the
24 affected job grouping for the remainder of the original term only.
25

26 (e) **Duties:** It shall be the duty of the Negotiating Committee to:
27

28 (1) Research issues and prepare and submit initial bargaining
29 proposals (including proposals on re-openers) for review and approval of members in
30 good standing of the bargaining unit(s) prior to commencement of negotiations.
31

32 (2) Negotiate the contract (including re-openers and modifications) for
33 and on behalf of the Chapter with assistance from CSEA field staff.
34

35 (3) Keep the Executive Board and the membership informed on the
36 progress of negotiations and solicit membership input where advisable.
37

38 (4) Ensure that all bargained agreements are submitted for ratification
39 of the bargaining unit(s) in accordance with Article XIII of this constitution.
40

41 **Section 12. Political Action Committee:** It shall be the duty of this committee
42 to:
43

44 (a) Develop and implement a Chapter alert system designed for emergency
45 contact of the membership when immediate Chapter action is necessary on contract
46 matters, legislative and political issues, and other items of importance to the Association
47 and Chapter.
48

1 (b) Keep the members informed about the legislative program of the
2 Association, and may recommend to the Chapter membership legislative proposals it
3 deems desirable for submission to the Association's Legislative Committee for
4 consideration and inclusion in the Association's legislative program.
5

6 (c) Work cooperatively with the Political Action Coordinator (PAC),
7 appropriate staff and PACE and Legislative Committee area representatives in
8 furtherance of the Association's legislative and political goals, rendering regular reports
9 at Chapter meetings regarding the same and recommending any Chapter support or
10 activity it considers appropriate.
11

12 (d) Encourage all members to financially support PACE of CSEA and the
13 Victory Club, and educate the membership regarding the necessity for active
14 participation in the political process in accordance with Association and Chapter goals.
15

16 (e) Make recommendations to the Chapter membership regarding
17 endorsement of candidates for school board, in accordance with the following
18 procedures:
19

20 (1) The committee shall conduct a pre-screening of candidates to be
21 recommended for endorsement, through direct interviews or questionnaires sent to the
22 candidates. Following the pre-screening process, the committee shall present its
23 recommendations for endorsement at a designated Chapter meeting for action by the
24 Chapter membership. A majority vote shall be required for endorsement.
25

26 (2) Whenever possible, the committee shall arrange for a candidates'
27 forum to provide Chapter members an opportunity to hear and question the candidates
28 on relevant issues prior to hearing the committee's recommendation and the
29 endorsement vote being taken.
30

31 (f) The committee shall determine the amount of financial support, if any, to
32 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
33 such forms as may be required.
34

35 (g) The committee shall solicit volunteer activity by the Chapter membership
36 on behalf of endorsed candidates, and shall be responsible for coordinating and
37 directing such member activities.
38

39 **Section 13. Professional Growth Committee:** It shall be the duty of this
40 committee to review all documents subject to the qualification of Professional Growth.
41

42 **Section 14. Scholarship Committee:** It shall be the duty of this committee to
43 carry out the policies laid down by the Chapter regarding the awarding of scholarships
44 to students to whose parents are Chapter members in good standing and/or to Chapter
45 members in good standing.
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**ARTICLE IX
UNION STEWARDS**

Section 1. Appointment: The Chapter President shall appoint a Chief Union Steward, which appointment shall be subject to the ratification of the Chapter membership. The Chapter President shall appoint Union Stewards, subject to the ratification of the Executive Board, to serve each job grouping. The President shall 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 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.

(a) **Chief Union Steward:** The Chief Union Steward shall:

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

(2) Ensure that the Union Steward program of the Chapter functions according to the requirements set forth in this constitution; ensure that all grievances are handled properly in their investigation and filing, and consistent in their resolution.

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

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

(5) Keep the Executive Board informed on all grievance activity.

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

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

(b) **Union Steward(s):** The Union Steward(s) shall:

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

1 (e) Attend Chapter meetings; attend training workshops and other seminars
2 as directed and approved by the Chapter President; attend joint Union Steward/Site
3 Representative (site council) meetings as may be called by the Chief Union Steward
4 and/or the 1st Vice President.
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7 **ARTICLE XI**
8 **RECALL OR REMOVAL FROM OFFICE**

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

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12 (a) Any member of the Executive Board, and conference delegates and
13 alternates, may be recalled from office upon a two-thirds (2/3) secret ballot vote of
14 Active members of the Chapter in good standing present and voting at a meeting called
15 for the purpose of a recall action.
16

17 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
18 Board or thirty percent (30%) of the members in good standing eligible to vote on the
19 individual being recalled. The petition shall state the specific reasons in support of the
20 recall, and the petition shall be presented to the Executive Board and to the individual.
21

22 (c) Upon receipt of the petition, the Executive Board shall arrange for a
23 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
24 following its receipt, at which the charged person shall be afforded opportunity to rebut
25 the charges, including presentation and cross-examination of witnesses as may be
26 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
27 shall be restricted to members of the Executive Board and members of the Chapter in
28 good standing who are eligible to vote on the particular recall action, authorized
29 representatives of the Association, and such witnesses as may be pertinent to the
30 action. Notice specifying time, date, and place and the specific nature/purpose of the
31 meeting shall be issued to those eligible for attendance at least ten (10) days in
32 advance.
33

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

35
36 (a) Any appointee of the President/Executive Board may be removed from
37 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
38 provided such person shall be provided at least five (5) days advance notice of the
39 reasons for removal and the time, date and place where the Board will meet to vote on
40 the matter. At said meeting the member shall be afforded an opportunity to provide
41 rebuttal argument prior to the vote being taken.
42

43 (b) Any appointed committee chairperson or member failing to attend three
44 (3) consecutive committee meetings, unless excused for cause, shall be automatically
45 removed from the committee.
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1 (c) Notice of the ratification meeting shall be issued to all bargaining unit
2 employees no later than five (5) working days in advance of the scheduled date.
3 Distribution of said meeting notice shall be at the discretion of the Chapter President,
4 utilizing any of the following methods which s/he determines to be most efficient:

- 5 (1) To individual bargaining unit employees utilizing the U.S. mail or
6 the employer's mail system;
7 (2) Distribution by Site Representatives or others;
8 (3) Posting in prominent locations at each worksite.
9

10 **Exception to the above:** The Association's Executive Director, or designee,
11 may approve a notice period of less than five (5) working days upon request of the
12 Chapter President, if it is determined that an immediate ratification meeting would be
13 advisable.
14

15 (d) **Conduct of Meeting and Vote:**
16

17 (1) The Negotiating Committee shall review the provisions of the
18 tentative agreement and indicate its recommendations for ratification.
19

20 (2) If the Association recommends rejection of the tentative agreement,
21 an Association representative shall be in attendance at the ratification meeting and shall
22 be provided ample opportunity to outline the recommendation for rejection and the
23 reasons therefore.
24

25 (3) Polls for voting shall not be opened until the period for discussion,
26 debate, and answering of questions has begun. Non-CSEA members (including fair
27 share service fee payers) of the bargaining unit(s) in attendance shall be granted the
28 right to participate in the discussion and debate. **They shall not, however, have the**
29 **right to make motions or vote.**
30

31 (4) The ratification vote shall be by secret ballot conducted at the
32 ratification meeting under the supervision of the Elections Committee and in accordance
33 with procedures required by Association Policy 610. Only Active CSEA members of the
34 bargaining unit(s) in good standing who have not withdrawn their membership within the
35 preceding ten (10) months of which dues are taken, and who are present at the
36 ratification meeting shall be entitled to vote on the ratification or rejection of the
37 agreement. Absentee or proxy votes shall not be permitted.
38

39 (5) Ballots shall be tallied and results announced prior to close of the
40 meeting. A majority vote shall ratify.
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42 **Section 5. Executed Agreement:** Every collective bargaining agreement
43 shall be executed by both the Association and appropriate representatives of this
44 Chapter. No contract shall be valid which has not been ratified by the Chapter
45 membership.
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ARTICLE XIV CONCERTED ACTIVITIES

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

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

ARTICLE XV AMENDMENTS TO CONSTITUTION

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

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

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

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

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**ARTICLE XVI
DISBANDMENT OF CHAPTER**

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

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- (a) All outstanding obligations of the Chapter shall be promptly paid.
 - (b) All funds due and owing the Association shall be promptly remitted to the Association's general fund.
 - (c) Funds then remaining shall then be distributed for purposes as appropriate and authorized in accordance with provisions contained in Association Policy 612.

**ARTICLE XVII
PARLIAMENTARY AUTHORITY**

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

**ARTICLE XVIII
FISCAL YEAR**

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

**ARTICLE XIX
CHAPTER PRE-RETIREMENT RESOURCE PERSON**

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

Section 2. His/her duties shall be to:

- (a) Direct Chapter members to the right sources so they receive the best retirement information available.
- (c) Attend Chapter meetings and training workshops/seminars as directed and approved by the Chapter President.

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ARTICLE XX

APPOINTMENT OF PERSONNEL COMMISSIONER – MERIT SYSTEM

Section 1. The Chapter shall appoint one (1) member to the Personnel Commission of Conejo Valley Unified upon initial formation or upon a vacancy created because of term expiration or resignation of appointed commissioner.

Section 2. Appointment Process: A pre-screening of all applicants for the vacancy shall occur either through an open forum or by a Chapter screening committee.

(a) If pre-screening process is by open forum at a Chapter meeting, it shall take a majority of those Chapter members voting to approve the candidate.

(b) A screening committee may be appointed by the Chapter President to make a recommendation. The recommendation shall be submitted at a Chapter meeting for a final vote. It shall take a majority of those Chapter members voting to approve the candidate.

Section 3. Appointment Confirmation: The name of the Chapter's nominee shall be forwarded to the Governing Board for confirmation.

Section 4. Appointment Requirements: Appointees shall meet the requirements of the applicable sections of the Education Code.

Section 5. The procedure for appointment of the third or "neutral" member of the commission shall also follow the above procedure.