

*Draft pending Executive Board review & membership approval*

**CONSTITUTION OF  
American River Chapter No. 528, CSEA  
Latest Revision September 25, 2008**

**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 American River Chapter No. 528, CSEA.**

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**ARTICLE I  
NAME AND OBJECTS**

**Section 1. Name:** The name of this organization shall be American River Chapter No. 528 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

1 vote and otherwise participate in Chapter and Association affairs.

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

5 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an  
6 unpaid leave of absence by the employer, or (2) is placed on a reemployment list for  
7 reasons other than layoff and is not otherwise in a paid status with the employer, or (3)  
8 is laid off and elects not to continue as an Active member under provisions of paragraph  
9 (a)(1) above, may continue membership in an "Inactive" status until expiration of the  
10 approved leave of absence or reemployment list, or until returned to paid employment  
11 status in an eligible position [as defined by paragraph (a) above], whichever occurs first,  
12 upon continued payment of dues at half (1/2) the rate required of them as an Active  
13 member at the time the leave or placement on the reemployment list occurred. Such  
14 dues shall be paid annually in advance, or for the number of months of the approved  
15 leave if less than one (1) year. Such members shall be eligible to continue to receive  
16 such membership benefits as are generally made available to the Active membership,  
17 unless specifically excluded by contract. They shall not, however, be accorded voice or  
18 vote in Chapter or Association 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 Association may continue as an Active member of this Chapter upon payment of the  
30 regular Chapter dues required of Active members. Such dues shall be paid annually in  
31 advance or monthly in advance direct to the Chapter Treasurer. Such members shall  
32 be entitled to continued full participation in Chapter affairs, including the right to hold  
33 appointive or elective offices and the right to vote, with the exception of the right to vote  
34 in contract ratification and concerted activities matters.  
35

36 Should such member cease to be a retired member in good standing of the  
37 Association, his/her Chapter membership shall automatically terminate.  
38

39 **Section 2.** Active membership shall be effective upon the completion, dating,  
40 and signing of an official CSEA application form as provided by the Association, and  
41 execution of a valid authorization for payroll deduction of dues or payment of at least  
42 one (1) year's dues in advance. The application shall be promptly countersigned by the  
43 Chapter Treasurer who shall immediately forward the approved application, together  
44 with advance dues received if any, to the Association, and submit payroll deduction  
45 authorizations to the appropriate district office.  
46  
47

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2  
3           **Section 3.   Membership "In Good Standing"**  
4

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

11           (b)    Membership shall terminate with:

12                   (1)    The effective date of layoff for members who are laid off and who  
13 choose not to continue in either an Active or Inactive status under provisions of Sections  
14 1(a)(1) or 1(b) above.  
15

16                   (2)    The effective date of an unpaid leave of absence or placement on a  
17 reemployment list for reasons other than layoff, for such members who choose not to  
18 continue in an Inactive status under provisions of Section 1(b) above.  
19

20                   (3)    The date of termination of their 39-month reemployment rights or  
21 approved leave of absence for members who have continued in an Active or Inactive  
22 status, if such members have not been returned to active employment.  
23

24                   (4)    The date of execution of a document terminating payroll deduction  
25 of dues, unless arrangements have been made with the Chapter Treasurer for advance  
26 cash payment.  
27

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

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

35                   (7)    Actions pursuant to Sections 5 or 6 below.  
36  
37

38           **Section 4.   Fair Share Service Fee Payers:** Employees obligated to pay  
39 either dues or fair share service fees to CSEA pursuant to organizational security  
40 provisions in the collective bargaining agreement and who choose not to be Active  
41 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service  
42 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the  
43 dues required of Active members of the Chapter (less any local Chapter fees unless  
44 collection of local Chapter fees has been approved by the Association) subject to  
45 annual requests for advance refunds of the portion of fair share service fees that CSEA  
46 determines will be used for purposes not related to collective bargaining, in accordance  
47

1 with the policies of the Association.  
2  
3

4 Fair share service fee payers shall be entitled to full rights of representation in all  
5 matters related to their collective bargaining agreement. They shall not, however, have  
6 the right of voice, vote, or other participation in Chapter or Association affairs, unless  
7 otherwise provided herein or required by law.  
8

9 **Section 5. Delinquency & Resignation:**  
10

11 (a) Members who no longer wish to retain that status may resign CSEA  
12 membership by written notification to the Chapter Treasurer. They shall become fair  
13 share service fee payers subject to the same fair share service fees and rights, benefits  
14 and burdens as provided under Section 4 of this article.  
15

16 (b) Any member failing to pay all dues owed for the current month shall be  
17 deemed delinquent and shall not be considered to be in good standing until such  
18 delinquency has been remitted. Any member allowing his/her arrearages for dues to  
19 run over ninety (90) days shall be conclusively presumed to have resigned his/her  
20 membership effective on said date and if applicable shall be subject to paragraph (a)  
21 above and such action as may be provided under the collective bargaining agreement,  
22 unless the Treasurer is notified thirty (30) days prior thereto that the member has not  
23 resigned and arrangements for payment of arrearages are made.  
24

25 (c) Members who have resigned shall, upon reapplication, be admitted as  
26 new members.  
27

28 **Section 6. Expulsion, Suspension, Discipline:**  
29

30 (a) No member may be involuntarily removed from the membership rolls  
31 except as provided for in Sections 3 and 5 above, or in accordance with the procedures  
32 for expulsion, suspension and discipline of members as specified in the Association  
33 Constitution.  
34

35 (b) All matters for proposed disciplinary action against members shall be  
36 referred to the Association for action, except that members may be recalled from office  
37 in accordance with provisions of Article XI of this Constitution.  
38  
39

40 **ARTICLE III**  
41 **DUES and ASSESSMENTS**  
42

43 **Section 1. Association Per Capita Dues**  
44

45 (a) Per capita dues to the Association for Active members shall be assessed  
46 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but  
47 *including* longevity, professional growth and anniversary increments), but not to exceed

1 a maximum of \$367.50 for the 12-month period commencing each September 1st and  
2 continuing through the following August 31st. Said dues shall be payable by payroll  
3 deduction or annually in advance direct to the Association.  
4

5 (1) Payroll deduction shall commence in September of each year and  
6 continue through the following August for each month the member is in a paid status, or  
7 until the maximum of \$367.50 has been deducted, whichever comes first.  
8

9 (2) Annual in advance payments must be remitted direct to the  
10 Association's accounting office no later than September 30, or within thirty (30) days  
11 following membership application for new members after September. Such annual  
12 payments shall be as calculated by the Association's Accounting Office in accordance  
13 with the Association's Bylaws.  
14

15 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this  
16 Chapter shall be \$20.00 per year, payable by payroll deduction during each of the  
17 months September through June in which the member is in regular paid status; or  
18 payable annually in advance to the Chapter Treasurer.  
19

20 **Section 3.** The local Chapter dues plus the Association per capita dues equals  
21 the member's total dues requirement.  
22

23 **Section 4. Assessments:** No assessments shall be levied in this Chapter  
24 other than those approved by three-fourths (3/4) of the Chapter membership present  
25 and voting on the question by secret ballot, provided that each member has been  
26 notified in writing at least ten (10) days in advance of the nature of the proposal and the  
27 time, date and place where the matter will be voted on.  
28

29 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the  
30 Chapter without authorization of the Executive Board. All funds collected (together with  
31 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)  
32 working days of receipt, for deposit in the Chapter's account.  
33

34  
35 **ARTICLE IV**  
36 **OFFICERS & EXECUTIVE BOARD/ELECTION PROCEDURES**  
37

38 **Section 1. Officers:** The following officers shall be elected by and from  
39 among the total Active membership of the Chapter, regardless of the location of their  
40 employment: President, 1<sup>st</sup> Vice President, Secretary, Treasurer, **Communications**  
41 **Public Relations** Officer, Chief Job Steward, and Site Representative Coordinator.  
42

43 A Vice President-Comprehensive and a Vice President-Transportation shall be  
44 elected by and from among the Active Chapter members employed in the respective  
45 units.  
46

47 **Section 2. Executive Board:** The elected officers designated in Section 1,

1 plus the Immediate Past President, shall constitute the Executive Board of this Chapter.  
2

3 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among  
4 the Active members of the Chapter who are in good standing. In addition, candidates  
5 for Chief Job Steward must have held the position of Job Steward for at least 12  
6 calendar months prior to the month in which they are nominated ~~no less than one (1)~~  
7 year prior to the beginning of the term of office for Chief Job Steward.  
8

9 (a) Nominees for elected office shall be Active members of the Chapter in  
10 good standing at the time of nomination and can only accept nomination for one (1)  
11 Executive Board office.  
12

13 **Section 4. Nominating and Election Procedures:**  
14

15 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted  
16 in the even-numbered years.  
17

18 (b) Nominations for these offices shall be accepted from the floor at the  
19 October and November Chapter meetings.  
20

21 (c) If, after nominations are closed at the November Chapter meeting there is  
22 only one (1) nomination for an office, the single nominee shall be declared elected to  
23 the office, and no balloting or other action shall be required. The Chapter President  
24 shall so notify the membership in writing as soon thereafter as possible.  
25

26 (d) When there is more than one (1) nominee for an office, a secret ballot  
27 election shall be conducted on the day scheduled for the December Chapter meeting.  
28 Balloting shall be conducted at such times and at campus site locations as determined  
29 by the Executive Board. Hours for balloting shall be set so that polls will close prior to  
30 the start of the Chapter meeting.  
31

32 Those eligible to vote for the positions of Unit Vice President shall only be those  
33 members in good standing present who are employed in the respective unit.  
34

35 (e) Every member shall be notified, at least five (5) working days in advance  
36 of the date set for balloting, of the exact location of their balloting site, the specific date  
37 and time (hours) during which balloting will take place, and the candidates and offices  
38 which will appear on the ballot. At least two (2) election tellers will be present at each  
39 balloting site to verify voter eligibility and secure the balloting process.  
40

41 (f) Immediately following the appointed hour for close of polls, the election  
42 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-  
43 determined location where the tally will then take place.  
44

45 (g) All procedural matters relating to the site balloting process and tally shall  
46 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.  
47 All candidates shall be permitted to appoint an observer at each site to observe the

1 balloting procedures, and each candidate or his/her representative shall be permitted to  
2 observe the ballot tally.

3  
4 (h) It shall require a plurality vote to elect an officer. Write-in votes shall not  
5 be accepted. If a tie exists, the election shall be determined by lot (draw) between the  
6 tied candidates. The official ballot tally shall be provided in writing to all candidates  
7 within five (5) working days, and shall be announced at the December Chapter meeting,  
8 where the presiding officer shall officially declare the winning candidates or announce  
9 such other action as may be necessary.

10  
11 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in  
12 sheets, tally sheets, and related election documents, including notices of nomination  
13 and election, shall be retained by the Chapter Secretary for one (1) year, or until any  
14 and all challenges to the election or charges of misconduct in running the election have  
15 been resolved, whichever is the longer period.

16  
17 **Section 5. Terms of Office:** Elected officers shall take office and assume  
18 their duties on the January 1 following their election and shall continue to serve for  
19 two (2) years or until their successors are elected, provided that any officer shall  
20 automatically forfeit such office if they cease to be an Active member in good standing.

21  
22 **Section 6. Vacancies:**

23  
24 (a) A vacancy in the office of President shall be filled by the 1<sup>st</sup> Vice President.

25  
26 (b) A vacancy in the office of 1<sup>st</sup> Vice President shall be filled by a Unit Vice  
27 President chosen by lot from among those willing to serve in the position. If none are  
28 willing to serve, the vacancy shall be filled in accordance with paragraph (d) below.

29  
30 (c) A vacancy in an office of Unit Vice President shall be filled by vote of the  
31 Active members in good standing employed within the designated unit present at a  
32 meeting at which nominations are taken and a secret ballot vote conducted, provided  
33 that at least five (5) working days advance notice shall be given as to the date, time,  
34 and place of said meeting.

35  
36 (d) For vacancies in any other elected office, the Executive Board shall submit  
37 its recommendation to fill the office in writing to the Chapter membership at least five (5)  
38 working days in advance of a designated Chapter meeting. Nominations from the floor  
39 shall also be accepted at said meeting. If there are no nominations from the floor, the  
40 Executive Board's candidate shall be declared elected. If nominations from the floor are  
41 made, a secret ballot election shall be conducted among the Active members in good  
42 standing present.

43  
44  
45 **ARTICLE V**  
46 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**  
47

1           **Section 1. Executive Board:** The Executive Board shall have general  
2 supervision of the affairs of the Chapter between the general membership meetings. It  
3 shall transact the routine business of the Chapter as authorized and required herein,  
4 direct the activities of the various committees, fix the time and place of meetings except  
5 as otherwise directed by the membership, prioritize and determine recommendations on  
6 matters requiring discussion and action by the general membership, and perform such  
7 other duties as are specified in this constitution. The Board shall be subject to the  
8 orders of the Chapter membership, and none of its actions shall conflict with actions  
9 taken by the Chapter membership.

10  
11           A report on all actions taken by the Executive Board shall be made to the  
12 membership at the next regular or special Chapter meeting, with such actions subject to  
13 membership ratification if appropriate.

14  
15           Minutes of Chapter and Executive Board meetings shall be kept on file for at least  
16 five (5) years. Chapter financial records shall be kept on file for at least five (5) years.

17  
18           The Executive Board shall meet at the call of the President or at such times and  
19 places designated by it; the President shall call a special meeting upon the written  
20 request of a majority of the Board.

21  
22           A majority of the members of the Executive Board shall constitute a quorum.

23  
24           **Section 2. Duties of Officers, General:** Upon separation from office, an  
25 officer shall immediately turn over to his/her successor or other properly designated  
26 CSEA official all books, records, money and other effects of the Chapter in his/her  
27 possession.

28  
29           **Section 3. President:** The President shall:

30  
31           (a) Be chairperson of the Executive Board, call and preside over all meetings  
32 of the Chapter and Executive Board at which s/he is in attendance.

33  
34           (b) Set the agenda for Chapter meetings, as noted in Article VI.

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

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

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

1           **Section 4. 1<sup>st</sup> Vice President:** The 1<sup>st</sup> Vice President shall:

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

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

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

9           (d) Coordinate the activities of the standing committees.

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

13  
14           **Section 5. Unit Vice Presidents:** The Unit Vice Presidents shall:

15  
16           (a) At all times assist the President and 1st Vice President in the performance  
17 of their duties, as requested.

18  
19           (b) Call and conduct Unit meetings as necessary to keep the Unit's  
20 membership informed on Chapter and bargaining activities and receive membership  
21 input.

22  
23           (c) Report the concerns and needs of the Unit membership to the Executive  
24 Board.

25  
26           (d) Perform such other duties as may be assigned by the Executive Board or  
27 by direction of the Chapter.

28  
29           **Section 6. Secretary:** The Secretary shall:

30  
31           (a) Keep an accurate record of all proceedings of Chapter and Executive  
32 Board meetings, including an accurate roll of members and officers in attendance at  
33 each.

34  
35           (b) Keep an accurate roster of the officers of the Chapter and see that such  
36 information is forwarded to the Association as required.

37  
38           (c) Issue notices of all meetings of the Executive Board and Chapter  
39 meetings, which shall include notice of matters for discussion at same.

40  
41           (d) Notify members of all committees of their appointment/election.

42  
43           (e) Have custody of all correspondence, official documents and historical  
44 records of the Chapter, which shall be open at all times for the inspection of the  
45 President or his/her agent and members of the Executive Board.

46  
47           (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the

1 Association and the constitution of this Chapter and see that copies of same are  
2 available for reference at all Executive Board and Chapter meetings, and available for  
3 inspection by the general membership upon request.  
4

5 (g) Perform such other duties as normally pertain to the office of Secretary or  
6 as may be assigned by the President/Executive Board or ordered by this constitution.  
7  
8  
9

10 **Section 7. Treasurer:** The Treasurer shall:  
11

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

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

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

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

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

33 (f) Promptly process and forward membership applications and dues  
34 payments to CSEA Headquarters and payroll deduction authorizations to proper district  
35 office for processing.  
36

37 (g) Maintain an accurate record of members in good standing, and prepare  
38 such monthly reports and remittances as may be required by the Association and  
39 promptly forward to CSEA Headquarters within thirty (30) days of request.  
40

41 (h) Assist in preparation of the Chapter budget.  
42

43 (i) Upon leaving office, sign such bank signature cards or other documents  
44 necessary for the transfer of all Chapter accounts to the new Treasurer.  
45

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

1  
2 **Section 8. ~~Communications Public Relations~~ Officer:** The ~~Communications~~  
3 ~~Public Relations~~ Officer shall:

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

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

10  
11 (c) Perform such other duties as normally pertain to the ~~Communications~~  
12 ~~Public Relations~~ Officer or as may be assigned by the President/Executive Board or  
13 ordered by this constitution.

14  
15 **Section 9. Chief Job Steward:** The Chief Job Steward shall:

16  
17 (a) ~~Attend training sessions for Chief Job Stewards provided by the~~  
18 ~~Association and/or other appropriate training as directed by the President.~~

19  
20 (b) Ensure that the Job Steward program of the Chapter functions according  
21 to the requirements set forth in this constitution; ~~ensure that all grievances are handled~~  
22 ~~properly in their investigation and filing, and consistent in their resolution.~~

23  
24 (c) Maintain the necessary records on matters of contract enforcement to  
25 permit the Chapter to effectively represent bargaining unit employees.

26  
27 (d) Process all grievances not settled at the immediate-supervisory level,  
28 unless CSEA staff assistance is required. ~~If staff assistance is required, the President~~  
29 ~~shall be notified.~~

30  
31 (e) ~~Serve as Chairperson of the Grievance Committee; and~~ Keep the  
32 Executive Board informed on all grievance activity.

33  
34 (f) ~~Review all grievances being considered for arbitration and recommend to~~  
35 ~~the Executive Board whether each particular case should be arbitrated.~~

36  
37 (g) In coordination with the Site Representative Coordinator, call and conduct  
38 periodic meetings between the Site Representatives and Job Stewards to ensure an  
39 appropriate level of communication and coordination between these two programs.

40  
41 **Section 10. Site Representative Coordinator:** The Site Representative  
42 Coordinator shall:

43  
44 (a) ~~Serve as Chairperson of the Membership Committee.~~

45  
46 (a) Coordinate and direct the activities of the Site Representatives.  
47



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

17 **Section 5. Quorum for Meetings:** It shall require at least a quorum of the  
18 Executive Board and five (5) members in good standing in attendance at any Chapter  
19 meeting for business to be conducted.  
20

21  
22 **ARTICLE VII**  
23 **CONTROL OF FUNDS / BUDGET**  
24

25 **Section 1.** All funds received shall be deposited in the name of American River  
26 Chapter No. 528, CSEA, in such bank or other financial institution as approved by the  
27 Executive Board. No funds shall be disbursed except by check, duly authorized and  
28 signed by the Treasurer and the President or 1<sup>st</sup> Vice President. In the event of  
29 absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be  
30 disbursed upon signature of the President and one (1) of the following: 1<sup>st</sup> Vice  
31 President or Secretary.  
32

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

41  
42 **ARTICLE VIII**  
43 **COMMITTEES**  
44

45 **Section 1. Standing Committees:** The following shall be the standing  
46 committees of the Chapter: Auditing, Elections, ~~Grievance, Membership,~~ Negotiating,  
47 Political Action. Unless otherwise specified herein, the President shall, as soon as

1 possible after January 1 of each year, appoint the chairpersons and members of the  
2 standing committees, which appointment shall be subject to the ratification of the  
3 Executive Board. The Executive Board shall determine the number of members to be  
4 appointed to each, except as otherwise provided herein.  
5

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

12 **Section 3.** The 1<sup>st</sup> Vice President shall act as coordinator of all appointed  
13 committees. ~~The Chief Job Steward shall be Chairperson of the Grievance Committee.~~  
14 ~~The Site Representative Coordinator shall be Chairperson of the Membership~~  
15 ~~Committee.~~  
16

17 **Section 4.** The President shall be an ex-officio member of all committees,  
18 except the Auditing and Elections Committees.  
19

20 **Section 5. Quorum:** A majority of the members of any committee must be  
21 present at any meeting to constitute a quorum.  
22

23 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all  
24 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
25 their successors are appointed, provided that any committee member shall  
26 automatically forfeit the office if they cease to be an Active member in good standing.  
27

28 **Section 7. Negotiating Committee (Team):**  
29

30 (a) The Negotiating Committee shall consist of the Chapter President or  
31 his/her designee as Chairperson, plus one (1) representative from each of the major  
32 job groupings represented by this Chapter, as follows: Accounting/Specialist,  
33 Maintenance, Instructional Assistant/Aide, Food Service, Operations, Transportation,  
34 and Administrative Assistance/Clerical.  
35

36 (b) The committee members shall be elected by and from among the  
37 members in good standing employed in each of the job groupings designated above.  
38 The representatives from the Administrative Assistance/Clerical, Food Service,  
39 Operations, and Transportation job groupings shall be elected in the even-numbered  
40 years. The representatives from the Accounting/Specialist, Instructional Assistant/Aide,  
41 and Maintenance job groupings shall be elected in the odd-numbered years.  
42

43 The Chapter President shall set the time, date and place of such election  
44 meetings, which shall be no later than September of the designated election year. The  
45 Chapter President shall preside at said election meetings, at which nominations will be  
46 taken and a secret ballot vote shall be conducted. All procedural matters relating to  
47 these elections, including timelines for notice to the affected members, shall be in

1 accordance with Association Policy 618.

2  
3 (c) Term of office for the elected members shall commence upon their  
4 election and continue for two (2) years or until their successors are elected.

5  
6 (d) Vacancies shall be filled by special election within the affected job  
7 grouping for the remainder of the original term only, if 90 days or more remain. If less  
8 than 90 days remain in the original term, the position shall remain vacant.

9  
10  
11  
12  
13 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

14  
15 (1) Research issues and prepare and submit initial bargaining  
16 proposals (including proposals on re-openers) for review and approval of members in  
17 good standing of the bargaining unit(s) prior to commencement of negotiations.

18  
19 (2) Negotiate the contract (including re-openers and modifications) for  
20 and on behalf of the Chapter with assistance from CSEA field staff.

21  
22 (3) Keep the Executive Board and the membership informed on the  
23 progress of negotiations and solicit membership input where advisable.

24  
25 (4) Ensure that all bargained agreements are submitted for ratification  
26 of the bargaining unit(s) in accordance with Article XIII of this constitution.

27  
28 **Section 8. Auditing Committee:** It shall be the duty of this committee to  
29 receive and audit the books and records of the Treasurer immediately after the close of  
30 each fiscal year, and at such other times as may be directed by the President, and  
31 report its findings to the Chapter membership.

32  
33 **Section 9. Elections Committee:** It shall be the duty of this committee to  
34 supervise and assist in the preparation, distribution, and counting of the ballots in all  
35 elections (including contract ratifications) within the Chapter, and certify the results to  
36 the Chapter President. In addition, the committee shall ensure that election procedures  
37 are in accordance with applicable provisions of the Association's Constitution & Bylaws  
38 and Policy, and this constitution.

39  
40 **Section 10. Grievance Committee:**

41  
42 (a) — It shall be the duty of the Grievance Committee to supervise and assist the  
43 operation of the Chapter's Job Steward program. The Committee shall ensure that all  
44 grievances are handled properly in their investigation and filing and consistent in their  
45 resolution.

46

1           (b) — The Committee shall be empowered to review proposed settlements of  
2 grievances undertaken by individual members of the bargaining unit (i.e., without  
3 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent  
4 with provisions of the collective bargaining agreement.

5  
6           (c) — The Committee shall review all grievances going beyond the immediate  
7 supervisory level to determine whether CSEA staff assistance should be obtained. If  
8 staff assistance is required, the Executive Board shall be so notified.

9  
10           (d) — The Committee shall review all grievances being considered for arbitration  
11 and recommend to the Executive Board whether each particular case should be  
12 arbitrated.

13  
14  
15           **Section 11. Membership Committee:** It shall be the duty of this committee to  
16 strive for 100% CSEA membership within the represented bargaining unit(s), and to  
17 prepare and execute a program designed to secure new members and stimulate  
18 membership attendance at Chapter meetings on an ongoing basis.

19  
20           **Section 10. Political Action Committee:** It shall be the duty of this committee  
21 to:

22  
23           (a)     Develop and implement a Chapter alert system designed for emergency  
24 contact of the membership when immediate Chapter action is necessary on contract  
25 matters, legislative and political issues, and other items of importance to the Association  
26 and Chapter.

27  
28           (b)     Keep the members informed about the legislative program of the  
29 Association, and may recommend to the Chapter membership legislative proposals it  
30 deems desirable for submission to the Association's Legislative Committee for  
31 consideration and inclusion in the Association's legislative program.

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

38  
39           (d)     Encourage all members to financially support PACE of CSEA and the  
40 Victory Club, and educate the membership regarding the necessity for active  
41 participation in the political process in accordance with Association and Chapter goals.

42  
43           (e)     Make recommendations to the Chapter membership regarding  
44 endorsement of candidates for school board, in accordance with the following  
45 procedures:

46  
47           (1)     The committee shall conduct a pre-screening of candidates to be

1 recommended for endorsement, through direct interviews or questionnaires sent to the  
2 candidates. Following the pre-screening process, the committee shall present its  
3 recommendations for endorsement at a designated Chapter meeting for action by the  
4 Chapter membership. A majority vote shall be required for endorsement.  
5

6 (2) Whenever possible, the committee shall arrange for a candidates'  
7 forum to provide Chapter members an opportunity to hear and question the candidates  
8 on relevant issues prior to hearing the committee's recommendation and the  
9 endorsement vote being taken.  
10

11 (f) The committee shall determine the amount of financial support, if any, to  
12 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on  
13 such forms as may be required.  
14

15 (g) The committee shall solicit volunteer activity by the Chapter membership  
16 on behalf of endorsed candidates, and shall be responsible for coordinating and  
17 directing such member activities.  
18

## 19 **ARTICLE IX**

### 20 **JOB STEWARDS**

21  
22

23 **Section 1. Appointment:** The Executive Board will appoint Job Stewards,  
24 **from recommendations made by the Chief Job Steward,** in sufficient numbers to serve  
25 the needs of the membership. The Executive Board shall determine the number of Job  
26 Stewards to meet the needs of the Chapter.  
27

28 (a) **Eligibility:** Appointed Job Stewards must have completed **the CSEA**  
29 **Know Your Rights training and** both of CSEA's Job Steward courses (Job Steward I and  
30 Job Steward II) prior to appointment.  
31

32 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the  
33 January 1 following their appointment to the end of the Chapter and fiscal year, or until  
34 their successors are appointed, provided that any Job Steward shall automatically forfeit  
35 such office if s/he ceases to be an Active member in good standing employed within the  
36 designated service area.  
37

38 **Section 3. Duties:** The Job Steward(s) shall:  
39

40 (a) Attend annual training sessions for Job Stewards provided by the  
41 Association and/or other appropriate training as directed by the Executive Board.  
42

43 (b) Attend periodic Site Representative/site council meetings as directed by  
44 the Chief Job Steward.  
45

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

1  
2 (d) Act as the basic channel of communication between the employees and  
3 the Chapter and relay specific member concerns to the Chapter's Negotiating  
4 Committee for incorporation into the bargaining proposals.

5  
6 (e) Investigate and prepare grievances for processing and handle grievances  
7 at the immediate-supervisory level, and be present as required during other steps of the  
8 grievance procedure.

9  
10 (f) Immediately inform the Chief Job Steward of all grievances received;  
11 immediately report to the Chief Job Steward the settlement of grievances processed or  
12 the failure to settle within contractual timelines.

13  
14 (g) **Preserve the confidentiality** of personal grievances, resolve differences  
15 among the membership in grievance handling; maintain a file on all grievances handled  
16 which shall be turned over to the Chief Job Steward upon completion.

17  
18  
19 **ARTICLE X**  
20 **SITE REPRESENTATIVES**

21  
22 **Section 1.** Site Representatives to serve each worksite shall be appointed by  
23 the President and ratified by the Executive Board.

24  
25 **Section 2.** Site Representative duties shall be to:

26  
27 (a) Recruit employees into CSEA membership and educate employees about  
28 CSEA.

29  
30 (b) Distribute Chapter newsletter, bulletins, and other CSEA information at the  
31 worksite; keep CSEA bulletin boards up-to-date and clear of non-CSEA material.

32  
33 (c) Conduct periodic site-level meetings to keep the members informed of  
34 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to  
35 keep members informed of Association and/or Chapter activity regarding grievances,  
36 PERB decisions, contract negotiations, legislative and political activity, and other  
37 matters of importance.

38  
39 (d) Relay member concerns to the appropriate Job Steward or other Chapter  
40 officer.

41  
42 (e) Attend Chapter meetings; attend training workshops and other seminars  
43 as directed and approved by the Chapter President; attend joint Job Steward/Site  
44 Representative (site council) meetings as may be called by the Chief Job Steward  
45 and/or the Site Representative Coordinator.

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

**Section 1. Recall of Elected Offices**

(a) Any member of the Executive Board (other than the Unit Vice Presidents) and 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 present and voting at a meeting called for the purpose of a recall action. Unit Vice Presidents may be recalled from office by a two-thirds (2/3) secret ballot vote of the Active members in good standing of the Unit from which the position was originally elected who are present and voting at a designated meeting. Negotiating Committee members may be recalled from office by a two-thirds (2/3) secret ballot vote of the Active members in good standing of the job grouping from which the position was originally elected who are present and voting at a designated meeting.

(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.

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

**Section 2. Removal of Appointed Offices**

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

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

**Section 3. Resignation from Office**

1  
2 (a) A resignation by an elected officer is not effective until accepted by the  
3 Active members in good standing present at a Chapter meeting.

4  
5 (b) A resignation by any appointee of the President/Executive Board is not  
6 effective until accepted by the President/Executive Board.

7  
8  
9 **ARTICLE XII**  
10 **DELEGATES TO CONFERENCE**

11  
12 **Section 1. Delegates:** Voting delegates to an annual conference of the  
13 Association (and their alternates) shall be designated from among the Active members  
14 in good standing as follows:

15 (a) The Chapter President.

16  
17 (b) Additional delegates in such number as may be authorized by the Chapter  
18 for attendance, but not to exceed the total number authorized by the Bylaws of the  
19 Association, shall be elected as provided in Section 2 below.

20  
21 **Section 2. Election:**

22  
23 (a) Nominations for the authorized delegate positions, other than the  
24 President, shall be taken at the regular Chapter meeting in March, and election shall be  
25 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers  
26 for each of the authorized delegates, to include an alternate for the President, shall also  
27 be elected.

28  
29 (b) Notification of nominations and election and all other procedural matters  
30 relating to delegate and alternate election shall conform to Association Policy 618 and  
31 shall be conducted under the supervision of the Elections Committee.

32  
33 (c) In the event a delegate cannot attend, the Executive Board shall  
34 determine which alternate shall replace the authorized delegate.

35  
36 **Section 3. Responsibilities:** Delegates shall attend all conference business  
37 and other sessions of importance to the Chapter. In addition, the delegates shall:

38  
39 (a) Attend at least one (1) orientation meeting at the regional or area level of  
40 the Association concerning the resolutions to the upcoming conference, as directed by  
41 the President/Executive Board.

42  
43 (b) Provide written and oral reports on conference activities to the Chapter  
44 membership at the first Chapter meeting following the conference.

45  
46 (c) ~~Submit a detailed report of expenditures to the Chapter Treasurer within~~  
47 ~~three (3) weeks following the conference, and if an expense advance has been provided~~

1 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for  
2 authorized purposes.

3  
4 **Section 4. Delegate Expenses:** The Chapter shall provide delegate  
5 expenses (housing, travel, per diem/meal allowances, registration fees, etc.) in  
6 accordance with Association Policy and subject to the approval of the Chapter  
7 membership.

8  
9 **ARTICLE XIII**  
10 **CONTRACT RATIFICATION**

11  
12 **Section 1.** Contract ratification procedures will comply with the provisions of  
13 Association Policy 610.

14  
15  
16 **Section 2. Initial Proposals:**

17  
18 (a) The initial bargaining proposal will be determined by a vote of the  
19 membership.

20  
21 (b) Copies of the Chapter's initial proposal and the employer's initial proposal  
22 shall be submitted to the Field Director and Labor Relations Representative for review.

23  
24 **Section 3. Negotiated Agreement:**

25  
26 (a) When the Negotiating Committee has negotiated a contract, tentative  
27 agreement, or modifications to an existing contract, it shall immediately submit one (1)  
28 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for  
29 review by the Association prior to membership ratification.

30  
31 (1) All contract modifications shall be submitted to the Labor Relations  
32 Representative for review by the Association. However, membership ratification shall  
33 not be required for those items listed as exceptions to the definition of "modifications"  
34 within the provisions of Association Policy 610, unless they are included as part of  
35 contract re-opener negotiations.

36  
37 **Section 4. Ratification Procedures:**

38  
39 (a) A copy of the tentative agreement or a summary of the tentative  
40 agreement, and a statement as to whether the Negotiating Committee is recommending  
41 ratification or rejection of the agreement, shall be provided each CSEA member of the  
42 bargaining unit(s) prior to the ratification meeting. If a summary only is provided, copies  
43 of the tentative agreement containing the exact language of the proposal shall be  
44 provided at the meeting.

45  
46 (b) The Chapter President shall set the date, time and place for the ratification  
47 meeting, which shall be open to attendance by all employees within the bargaining

1 unit(s), whether or not they are CSEA members.

2  
3 (c) Notice of the ratification meeting shall be issued to all bargaining unit  
4 employees no later than five (5) working days in advance of the scheduled date.  
5 Distribution of said meeting notice shall be at the discretion of the Chapter President,  
6 utilizing any of the following methods which s/he determines to be most efficient:

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

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

17 (d) **Conduct of Meeting and Vote:**

18  
19 (1) The Negotiating Committee shall review the provisions of the  
20 tentative agreement and indicate its recommendations for ratification or rejection and  
21 reasons therefore.

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

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

33  
34 (4) The ratification vote shall be by secret ballot conducted at the  
35 ratification meeting under the supervision of the Elections Committee and in accordance  
36 with procedures required by Association Policy 610. Only Active CSEA members of the  
37 bargaining unit(s) who are in good standing and present at the ratification meeting shall  
38 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy  
39 votes shall not be permitted.

40  
41 (5) Ballots shall be tallied and results announced prior to close of the  
42 meeting. A majority vote shall ratify.

43  
44 **Section 5. Executed Agreement:** Every collective bargaining agreement  
45 shall be executed by both the Association and appropriate representatives of this  
46 Chapter. No contract shall be valid which has not been ratified by the Chapter  
47 membership.

1  
2  
3 **ARTICLE XIV**  
4 **CONCERTED ACTIVITIES**  
5

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

12  
13 **Section 2.** If the dispute relates to contract negotiations, no concerted  
14 withholding of service shall be instituted unless the last offer of the employer has been  
15 submitted to the Chapter membership in accordance with Article XIII of this constitution  
16 and has been rejected, and the requirements of Section 1 above shall have been met.  
17

18  
19 **ARTICLE XV**  
20 **AMENDMENTS TO CONSTITUTION**  
21

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

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

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

44 **Section 4.** All amendments shall be submitted to the Association's Executive  
45 Director immediately following their adoption by the Chapter. **No amendment shall**  
46 **become operative until approved by the Executive Director, or designee, or action**

1 of the Association's Board of Directors in accordance with Article III, Section 8 of  
2 the Association's Constitution.

3  
4  
5 **ARTICLE XVI**  
6 **DISBANDMENT OF CHAPTER**  
7

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

13  
14 (a) All outstanding obligations of the Chapter shall be promptly paid.

15  
16 (b) All funds due and owing the Association shall be promptly remitted to the  
17 Association's general fund.

18  
19 (c) Funds then remaining shall then be distributed for purposes as  
20 appropriate and authorized in accordance with provisions contained in Association  
21 Policy 612.  
22

23  
24 **ARTICLE XVII**  
25 **PARLIAMENTARY AUTHORITY**  
26

27 The rules contained in the current edition of *Robert's Rules of Order, Newly*  
28 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this  
29 constitution, the Constitution & Bylaws or Policy of the Association, and any special  
30 rules the Chapter may adopt.  
31

32  
33 **ARTICLE XVIII**  
34 **FISCAL YEAR**  
35

36 The fiscal year of this Chapter shall extend from January 1 through December  
37 31, inclusive.  
38

39  
40 **ARTICLE XIX**  
41 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**  
42

43 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by  
44 the President and ratified by the Executive Board.  
45

46 **Section 2.** His/her duties shall be to:  
47

1 (a) Direct Chapter members to the right sources so they receive the best  
2 retirement information available.

3  
4 (b) Attend Chapter meetings and training workshops/seminars as directed  
5 and approved by the Chapter President.  
6  
7

8 **ARTICLE XX**  
9 **DELEGATES TO THE CENTRAL LABOR COUNCIL**

10  
11 **Section 1. Delegates:** Delegates to the Sacramento Central Labor Council  
12 shall be designated from among the Active members in good standing as follows:  
13

14 (a) The Chapter President or a designee from the Executive Board.

15  
16 (b) Additional delegates in such number as may be authorized by the  
17 governing document of the Sacramento Central Labor Council.  
18

19  
20 **Section 2. Election:**

21  
22 (a) Nominations for the authorized delegate position(s), other than the  
23 President/Executive Board designee, shall be taken at the regular Chapter meetings in  
24 October and November, and election shall be by secret ballot at the next regular  
25 Chapter meeting in December.  
26

27 (b) Notification of nominations and election and all other procedural matters  
28 relating to the delegate election shall conform to Association Policy 618 and shall be  
29 conducted under the supervision of the Elections Committee.  
30

31 **Section 3. Responsibilities:** CLC delegates shall:

32  
33 (a) Make written and/or oral reports at Executive Board meetings and general  
34 membership meetings, as requested, regarding the activities of the CLC.  
35

36 (b) Attend CLC meetings, as appropriate.

37  
38 (c) Follow the Constitution & Bylaws of the CLC in respect to delegate duties.  
39

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