

**CONSTITUTION OF  
American River Chapter No. 528, CSEA  
Latest Revision November 15, 2012**

**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.**

**APPROVED**

**California School Employees Association**

**Date: September 17, 2014**

**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 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.

1 (3) Nothing herein shall be construed to require continued Active status  
2 of members under paragraphs (1) and (2) above for the purpose of continued CSEA  
3 representation regarding their employment/reemployment rights. However, retention of  
4 Active status shall be required for such employees to continue to be eligible to hold  
5 appointed or elective offices within the Association and Chapter and to have voice and  
6 vote and otherwise participate in Chapter and Association affairs.  
7

8 (4) Active members of this Chapter must also be Active members of  
9 the Association as defined in the Association's Constitution.  
10

11 (b) **Inactive:** Any Active member of this Chapter who (1) is granted an  
12 unpaid leave of absence by the employer, or (2) is placed on a reemployment list for  
13 reasons other than layoff and is not otherwise in a paid status with the employer, or (3)  
14 is laid off and elects not to continue as an Active member under provisions of paragraph  
15 (a)(1) above, may continue membership in an "Inactive" status until expiration of the  
16 approved leave of absence or reemployment list, or until returned to paid employment  
17 status in an eligible position [as defined by paragraph (a) above], whichever occurs first,  
18 upon continued payment of dues at half (1/2) the rate required of them as an Active  
19 member at the time the leave or placement on the reemployment list occurred. Such  
20 dues shall be paid annually in advance, or for the number of months of the approved  
21 leave if less than one (1) year. Such members shall be eligible to continue to receive  
22 such membership benefits as are generally made available to the Active membership,  
23 unless specifically excluded by contract. They shall not, however, be accorded voice or  
24 vote in Chapter or Association affairs.  
25

26 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the  
27 time of retirement may become a "Lifetime Retired" member of this Chapter upon  
28 payment of a one-time fee of \$10.00. Such members shall be permitted to attend  
29 Chapter meetings and social functions and to receive the Chapter newsletter as long as  
30 they live in the local area. They shall not otherwise be accorded voice, vote or other  
31 participation in Chapter affairs.  
32

33 (d) **Active Retired:** Any person who was a member of the Chapter at the  
34 time of retirement and who also maintains a retired membership in good standing with  
35 the Association may continue as an Active member of this Chapter upon payment of the  
36 regular Chapter dues required of Active members. Such dues shall be paid annually in  
37 advance or monthly in advance direct to the Chapter Treasurer. Such members shall  
38 be entitled to continued full participation in Chapter affairs, including the right to hold  
39 appointive or elective offices and the right to vote, with the exception of the right to vote  
40 in contract ratification and concerted activities matters.  
41

42 Should such member cease to be a retired member in good standing of the  
43 Association, his/her Chapter membership shall automatically terminate.  
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1           **Section 2.** Active membership shall be effective upon the completion, dating,  
2 and signing of an official CSEA application form as provided by the Association, and  
3 execution of a valid authorization for payroll deduction of dues or payment of at least  
4 one (1) year's dues in advance. The application shall be promptly countersigned by the  
5 Chapter Treasurer who shall immediately forward the approved application, together  
6 with advance dues received if any, to the Association, and submit payroll deduction  
7 authorizations to the appropriate district office.

8  
9           **Section 3. Membership "In Good Standing"**

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

17  
18           (b) Membership shall terminate with:

19  
20           (1) The effective date of layoff for members who are laid off and who  
21 choose not to continue in either an Active or Inactive status under provisions of Sections  
22 1(a)(1) or 1(b) above.

23  
24           (2) The effective date of an unpaid leave of absence or placement on a  
25 reemployment list for reasons other than layoff, for such members who choose not to  
26 continue in an Inactive status under provisions of Section 1(b) above.

27  
28           (3) The date of termination of their 39-month reemployment rights or  
29 approved leave of absence for members who have continued in an Active or Inactive  
30 status, if such members have not been returned to active employment.

31  
32           (4) The date of execution of a document terminating payroll deduction  
33 of dues, unless arrangements have been made with the Chapter Treasurer for advance  
34 cash payment.

35  
36           (5) The effective date of removal from the bargaining unit, or voluntary  
37 termination of employment.

38  
39           (6) The effective date of involuntary termination of employment, unless  
40 the member is eligible to continue and elects to retain Active status as permitted under  
41 provisions of Section 1(a)(2) above.

42  
43           (7) Actions pursuant to Sections 5 or 6 below.  
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1           **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay  
2 either dues or fair share service fees to CSEA pursuant to organizational security  
3 provisions in the collective bargaining agreement and who choose not to be Active  
4 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service  
5 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the  
6 dues required of Active members of the Chapter (less any local Chapter fees unless  
7 collection of local Chapter fees has been approved by the Association) subject to  
8 annual requests for advance refunds of the portion of fair share service fees that CSEA  
9 determines will be used for purposes not related to collective bargaining, in accordance  
10 with the policies of the Association.

11  
12           Fair share service fee payers shall be entitled to full rights of representation in all  
13 matters related to their collective bargaining agreement. They shall not, however, have  
14 the right of voice, vote, or other participation in Chapter or Association affairs, unless  
15 otherwise provided herein or required by law.

16  
17           **Section 5. Delinquency & Resignation:**

18  
19           (a) Members who no longer wish to retain that status may resign CSEA  
20 membership by written notification to the Chapter Treasurer. They shall become fair  
21 share service fee payers subject to the same fair share service fees and rights, benefits  
22 and burdens as provided under Section 4 of this article.

23  
24           (b) Any member failing to pay all dues owed for the current month shall be  
25 deemed delinquent and shall not be considered to be in good standing until such  
26 delinquency has been remitted. Any member allowing his/her arrearages for dues to  
27 run over thirty (30) days shall be conclusively presumed to have resigned his/her  
28 membership effective on said date and if applicable shall be subject to paragraph (a)  
29 above and such action as may be provided under the collective bargaining agreement.

30  
31           (c) Members who have resigned shall, upon reapplication, be admitted as  
32 new members.

33  
34           **Section 6. Expulsion, Suspension, Discipline:**

35  
36           (a) No member may be involuntarily removed from the membership rolls  
37 except as provided for in Sections 3 and 5 above, or in accordance with the procedures  
38 for expulsion, suspension and discipline of members as specified in the Association  
39 Constitution.

40  
41           (b) All matters for proposed disciplinary action against members shall be  
42 referred to the Association for action, except that members may be recalled from office  
43 in accordance with provisions of Article XI of this Constitution.

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**ARTICLE III**  
**DUES and ASSESSMENTS**

**Section 1. Association Per Capita Dues**

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

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

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

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

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

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

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

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

4 **Section 1. Officers:** The following officers shall be elected by and from  
5 among the total Active membership of the Chapter, regardless of the location of their  
6 employment: President, 1<sup>st</sup> Vice President, Secretary, Treasurer, Communications  
7 Officer, Chief Union Steward, and Site Representative Coordinator.  
8

9 A Vice President-Comprehensive and a Vice President-Transportation shall be  
10 elected by and from among the Active Chapter members employed in the respective  
11 units.  
12

13 **Section 2. Executive Board:** The elected officers designated in Section 1,  
14 plus the Immediate Past President, shall constitute the Executive Board of this Chapter.  
15

16 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among  
17 the Active members of the Chapter who are in good standing. In addition, candidates  
18 for Chief Union Steward must have held the position of Union Steward for at least 12  
19 calendar months prior to the month in which they are nominated.  
20

21 (a) Nominees for elected office shall be Active members of the Chapter in  
22 good standing at the time of nomination and can only accept nomination for one (1)  
23 Executive Board office.  
24

25 **Section 4. Nominating and Election Procedures:**

26  
27 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted  
28 in the even-numbered years.  
29

30 (b) Nominations for these offices shall be accepted from the floor at the  
31 October and November Chapter meetings.  
32

33 (c) If, after nominations are closed at the November Chapter meeting there is  
34 only one (1) nomination for an office, the single nominee shall be declared elected to  
35 the office, and no balloting or other action shall be required. The Chapter President  
36 shall so notify the membership in writing as soon thereafter as possible.  
37

38 (d) When there is more than one (1) nominee for an office, a secret ballot  
39 election shall be conducted on the day scheduled for the December Chapter meeting.  
40 Balloting shall be conducted at such times and at campus site locations as determined  
41 by the Executive Board. Hours for balloting shall be set so that polls will close prior to  
42 the start of the Chapter meeting.  
43

44 Those eligible to vote for the positions of Unit Vice President shall only be those  
45 members in good standing present who are employed in the respective unit.  
46  
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1 (e) Every member shall be notified, at least five (5) working days in advance  
2 of the date set for balloting, of the exact location of their balloting site, the specific date  
3 and time (hours) during which balloting will take place, and the candidates and offices  
4 which will appear on the ballot. At least two (2) election tellers will be present at each  
5 balloting site to verify voter eligibility and secure the balloting process.

6  
7 (f) Immediately following the appointed hour for close of polls, the election  
8 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-  
9 determined location where the tally will then take place.

10  
11 (g) All procedural matters relating to the site balloting process and tally shall  
12 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.  
13 All candidates shall be permitted to appoint an observer at each site to observe the  
14 balloting procedures, and each candidate or his/her representative shall be permitted to  
15 observe the ballot tally.

16  
17 (h) It shall require a plurality vote to elect an officer. Write-in votes shall not  
18 be accepted. If a tie exists, the election shall be determined by lot (draw) between the  
19 tied candidates. The official ballot tally shall be provided in writing to all candidates  
20 within five (5) working days, and shall be announced at the December Chapter meeting,  
21 where the presiding officer shall officially declare the winning candidates or announce  
22 such other action as may be necessary.

23  
24 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in  
25 sheets, tally sheets, and related election documents, including notices of nomination  
26 and election, shall be retained by the Chapter Secretary for one (1) year, or until any  
27 and all challenges to the election or charges of misconduct in running the election have  
28 been resolved, whichever is the longer period.

29  
30 **Section 5. Terms of Office:** Elected officers shall take office and assume  
31 their duties on the January 1 following their election and shall continue to serve for  
32 two (2) years or until their successors are elected, provided that any officer shall  
33 automatically forfeit such office if they cease to be an Active member in good standing.

34  
35 **Section 6. Vacancies:**

36  
37 (a) A vacancy in the office of President shall be filled by the 1<sup>st</sup> Vice President.

38  
39 (b) A vacancy in the office of 1<sup>st</sup> Vice President shall be filled by a Unit Vice  
40 President chosen by lot from among those willing to serve in the position. If none are  
41 willing to serve, the vacancy shall be filled in accordance with paragraph (d) below.

42  
43 (c) A vacancy in an office of Unit Vice President shall be filled by vote of the  
44 Active members in good standing employed within the designated unit present at a  
45 meeting at which nominations are taken and a secret ballot vote conducted, provided  
46 that at least five (5) working days advance notice shall be given as to the date, time,  
47 and place of said meeting.

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

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10 **ARTICLE V**  
11 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**  
12

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

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

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

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

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

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

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

43  
44 (a) Be chairperson of the Executive Board, call and preside over all meetings  
45 of the Chapter and Executive Board at which s/he is in attendance.  
46  
47

1 (b) Set the agenda for Chapter meetings, as noted in Article VI.  
2

3 (c) Appoint the various committees, standing or special, required by this  
4 constitution or established by the Executive Board, or as may be ordered by vote of the  
5 membership, except as otherwise provided herein.  
6

7 (d) Attend all regional presidents' meetings (RPMs) and such other meetings  
8 as required by the Association or direction of the Chapter, and report back to the  
9 Executive Board and Chapter membership at the next Chapter meeting, with  
10 recommendations for Chapter action or as otherwise required.  
11

12 (e) Perform such other duties as normally pertain to the office of President or  
13 ordered by this constitution.  
14

15 **Section 4. 1<sup>st</sup> Vice President:** The 1<sup>st</sup> Vice President shall:  
16

17 (a) In the absence or disability of the President, possess all of the powers and  
18 perform all of the duties in his/her stead.  
19

20 (b) At all times assist the President in the performance of his/her duties.  
21

22 (c) Assume the office of President if a vacancy occurs.  
23

24 (d) Coordinate the activities of the standing committees.  
25

26 (e) Perform such other duties as may be assigned by the President/Executive  
27 Board or ordered by this constitution.  
28

29 **Section 5. Unit Vice Presidents:** The Unit Vice Presidents shall:  
30

31 (a) At all times assist the President and 1st Vice President in the performance  
32 of their duties, as requested.  
33

34 (b) Call and conduct Unit meetings as necessary to keep the Unit's  
35 membership informed on Chapter and bargaining activities and receive membership  
36 input.  
37

38 (c) Report the concerns and needs of the Unit membership to the Executive  
39 Board.  
40

41 (d) Perform such other duties as may be assigned by the Executive Board or  
42 by direction of the Chapter.  
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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           (b) Keep an accurate roster of the officers of the Chapter and see that such  
7 information is forwarded to the Association as required.

8  
9           (c) Issue notices of all meetings of the Executive Board and Chapter  
10 meetings, which shall include notice of matters for discussion at same.

11  
12           (d) Notify members of all committees of their appointment/election.

13  
14           (e) Have custody of all correspondence, official documents and historical  
15 records of the Chapter, which shall be open at all times for the inspection of the  
16 President or his/her agent and members of the Executive Board.

17  
18           (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the  
19 Association and the constitution of this Chapter and see that copies of same are  
20 available for reference at all Executive Board and Chapter meetings, and available for  
21 inspection by the general membership upon request.

22  
23           (g) Perform such other duties as normally pertain to the office of Secretary or  
24 as may be assigned by the President/Executive Board or ordered by this constitution.

25  
26           **Section 7. Treasurer:** The Treasurer shall:

27  
28           (a) Receive all funds of the Chapter and keep and disburse same under the  
29 direction of the President and as required by the Constitution & Bylaws of the  
30 Association and this Chapter.

31  
32           (b) Keep or cause to be kept regular books and full accounts which shall be  
33 open at all times to inspection of the President or his/her agent and the Auditing  
34 Committee.

35  
36           (c) Provide access to all records, vouchers and statements to the Auditing  
37 Committee for annual inspection at the close of each fiscal year.

38  
39           (d) Report at each meeting of the Executive Board and Chapter as to the  
40 financial condition of the treasury with a detailed statement of receipts and expenditures  
41 and accounts payable, to include per capita dues/fees paid and owed to the Association  
42 if any. The report to the Executive Board should also include copies of the bank  
43 statement(s)/reconciliation(s).

44  
45           (e) Prepare the annual Chapter financial report to include the last day of the  
46 fiscal year, and immediately submit same to the President for review and forwarding to  
47 the 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:  
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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.  
28

29 **Section 9. Chief Union Steward:** The Chief Union Steward shall:  
30

31 (a) Attend training sessions for Chief Union Stewards provided by the  
32 Association and/or other appropriate training as directed by the President.  
33

34 (b) Ensure that the Union Steward program of the Chapter functions  
35 according to the requirements set forth in this constitution; ensure that all grievances  
36 are handled properly in their investigation and filing, and consistent in their resolution.  
37

38 (c) Maintain the necessary records on matters of contract enforcement to  
39 permit the Chapter to effectively represent bargaining unit employees.  
40

41 (d) Process all grievances not settled at the immediate-supervisory level,  
42 unless CSEA staff assistance is required. If staff assistance is required, the President  
43 shall be notified.  
44

45 (e) Keep the Executive Board informed on all grievance activity.  
46

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

3  
4 (g) In coordination with the Site Representative Coordinator, call and conduct  
5 periodic meetings between the Site Representatives and Union Stewards to ensure an  
6 appropriate level of communication and coordination between these two programs.

7  
8 **Section 10. Site Representative Coordinator:** The Site Representative  
9 Coordinator shall:

10  
11 (a) Coordinate and direct the activities of the Site Representatives.

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

16  
17 (c) Coordinate membership recruitment activities and the activities of the Site  
18 Representatives.

19  
20 (d) Conduct membership drives on behalf of the Chapter.

21  
22 (e) Perform such other duties as normally pertain to the office of Site  
23 Representative Coordinator or as may be assigned by the President/Executive Board or  
24 ordered by this constitution.

25  
26 **Section 11. Immediate Past President:** The Immediate Past President shall  
27 be a member of the Executive Board and perform such duties as may be assigned by  
28 the President and/or the Executive Board.

29  
30  
31 **ARTICLE VI**  
32 **MEETINGS**

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

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

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

45  
46 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice  
47 shall precede all Chapter meetings at least five (5) days in advance to allow members a

1 reasonable opportunity to attend. Said notice shall include a summary of the business  
2 to be acted upon, and the time, date and place of the meeting.

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

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

- 11  
12 (1) Quorum Call  
13 (2) Call to Order  
14 (3) Pledge of Allegiance to the Flag  
15 (4) Approval of Minutes of the Previous Meeting  
16 (5) Communications  
17 (6) Report of Executive Board Actions  
18 (7) Treasurer's Report  
19 (8) Committee Reports  
20 (a) Recognition of New Members  
21 (b) Report of the Negotiating Committee  
22 (c) Union Steward/Site Representative Reports  
23 (d) Other Committees as Required  
24 (9) Unfinished Business  
25 (10) New Business  
26 (11) Good of the Order  
27 (12) Adjournment  
28

29 **Section 5. Quorum for Meetings:** It shall require at least a quorum of the  
30 Executive Board and five (5) members in good standing in attendance at any Chapter  
31 meeting for business to be conducted.  
32

33  
34 **ARTICLE VII**  
35 **CONTROL OF FUNDS / BUDGET**  
36

37 **Section 1.** All funds received shall be deposited in the name of American River  
38 Chapter No. 528, CSEA, in such bank or other financial institution as approved by the  
39 Executive Board. No funds shall be disbursed except by check, duly authorized and  
40 signed by the Treasurer and the President or 1<sup>st</sup> Vice President. In the event of  
41 absence of, inability to act by, or vacancy in the office of Treasurer, funds shall only be  
42 disbursed upon signature of the President and one (1) of the following: 1<sup>st</sup> Vice  
43 President or Secretary.  
44

45 **Section 2.** The Executive Board shall prepare an annual budget for approval  
46 of the Chapter membership no later than January of each year, which shall contain  
47 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve

1 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,  
2 except that the Treasurer shall submit any single expenditure in excess of \$100 to the  
3 Executive Board for prior approval. Expenditures in excess of those approved in the  
4 budget must have prior approval of the Chapter membership.  
5

## 6 7 **ARTICLE VIII** 8 **COMMITTEES** 9

10 **Section 1. Standing Committees:** The following shall be the standing  
11 committees of the Chapter: Auditing, Elections, Negotiating, Political Action. Unless  
12 otherwise specified herein, the President shall, as soon as possible after January 1 of  
13 each year, appoint the chairpersons and members of the standing committees, which  
14 appointment shall be subject to the ratification of the Executive Board. The Executive  
15 Board shall determine the number of members to be appointed to each, except as  
16 otherwise provided herein.  
17

18 **Section 2. Ad Hoc Committees:** Such other committees as the Executive  
19 Board or the Chapter membership may deem necessary to perform a specified task for  
20 the welfare of the Chapter may be appointed. The Executive Board shall determine the  
21 composition of such committees and the timelines for completion of their assigned  
22 duties. Such ad hoc committees shall cease to function upon completion of their  
23 specified task.  
24

25 **Section 3.** The 1<sup>st</sup> Vice President shall act as coordinator of all appointed  
26 committees.  
27

28 **Section 4.** The President shall be an ex-officio member of all committees,  
29 except the Auditing and Elections Committees.  
30

31 **Section 5. Quorum:** A majority of the members of any committee must be  
32 present at any meeting to constitute a quorum.  
33

34 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all  
35 committees shall be from January 1 until the end of the Chapter and fiscal year or until  
36 their successors are appointed, provided that any committee member shall  
37 automatically forfeit the office if they cease to be an Active member in good standing.  
38

### 39 **Section 7. Negotiating Committee (Team):** 40

41 (a) The Negotiating Committee (Team) for the Comprehensive Unit shall  
42 consist of the Chapter President or his/her designee as Chairperson, plus one (1)  
43 representative from each of the major job groupings represented by this Chapter, as  
44 follows: Accounting/Specialist, Maintenance, Instructional Assistant/Aide, Food Service,  
45 Operations, and Administrative Assistant/Clerical.  
46  
47



1           (1)     The committee members shall be elected by and from the members  
2 in good standing employed in each of the job groupings designated in (a) above. The  
3 representatives from Administrative Assistant/Clerical, Food Service, and Operations  
4 shall be elected in the even-numbered years. The representatives from  
5 Accounting/Specialist, Instructional Assistant/Aide, and Maintenance shall be elected in  
6 the odd-numbered years.

7  
8           (2)     The Chapter President shall set the time, date, and place of such  
9 election meeting, which shall be no later than September of the designated election  
10 year. The Chapter President shall preside at said election meeting, at which  
11 nominations will be taken and a secret ballot vote shall be conducted. All procedural  
12 matters relating to these elections, including timelines for notice to the affected  
13 members, shall be in accordance with Association Policy 618.

14  
15           (3)     Term of office for the elected members shall commence upon their  
16 election and continue for two (2) years or until their successors are elected.

17  
18           (4)     Vacancies shall be filled by special election within the affected job  
19 grouping for the remainder of the original term only if ninety (90) or more days remain.  
20 If less than ninety (90) days remain in the original term, the position shall remain vacant.

21  
22           (b)     The Negotiating Committee for the Transportation Unit shall consist of the  
23 Chapter President or his/her designee and the Unit Vice President, plus a maximum of  
24 six (6) bus driver representatives, one (1) mechanic representative, and one (1) Office  
25 Personnel, and one (1) Bus Attendant representative.

26  
27           (1)     The Transportation Negotiating Committee members shall be  
28 elected by and from the members in good standing employed in the Transportation Unit.  
29 The committee members shall be elected in the even-numbered years. The President  
30 shall serve in an advisory role only.

31  
32           (2)     The Chapter President or his/her designee shall set the time, date,  
33 and place of such election meeting, which shall be no later than September of the  
34 designated election year. The Chapter President or his/her designee shall preside at  
35 said election meeting, at which nominations will be taken and a secret ballot vote shall  
36 be conducted. All procedural matters relating to these elections, including timelines for  
37 notice to the affected members, shall be in accordance with Association Policy 618.

38  
39           (3)     Term of office for the elected members shall commence upon their  
40 election and continue for two (2) years or until their successors are elected.

41  
42           (4)     Vacancies shall be filled by special election within the affected job  
43 grouping for the remainder of the original term only if ninety (90) or more days remain.  
44 If less than ninety (90) days remain in the original term, the position shall remain vacant.

45  
46  
47

1                   (5)     The Transportation Unit negotiating team shall consist of the  
2 Chapter President (who serves in an advisory role only) or his/her designee, plus three  
3 (3) bus drivers elected from the Transportation Unit Negotiating Committee.  
4

5                   (d)     **Duties:** It shall be the duty of the Negotiating Committees to:

6  
7                   (1)     Research issues and prepare and submit initial bargaining  
8 proposals (including proposals on reopeners) for review and approval of members in  
9 good standing of the bargaining unit(s) prior to commencement of negotiations.  
10

11                   (2)     Negotiate the contract (including reopeners and modifications) for  
12 and on behalf of the Chapter with assistance from State Association field staff.  
13

14                   (3)     Keep the Executive Board and the membership informed on the  
15 progress of negotiations and solicit membership input where advisable.  
16

17                   (4)     Ensure that all bargained agreements are submitted for ratification  
18 of the bargaining unit(s) in accordance with Article XIII of this Constitution.  
19

20                   **Section 8. Auditing Committee:** It shall be the duty of this committee to  
21 receive and audit the books and records of the Treasurer immediately after the close of  
22 each fiscal year, and at such other times as may be directed by the President, and  
23 report its findings to the Chapter membership.  
24

25                   **Section 9. Elections Committee:** It shall be the duty of this committee to  
26 supervise and assist in the preparation, distribution, and counting of the ballots in all  
27 elections (including contract ratifications) within the Chapter, and certify the results to  
28 the Chapter President. In addition, the committee shall ensure that election procedures  
29 are in accordance with applicable provisions of the Association's Constitution & Bylaws  
30 and Policy, and this constitution.  
31

32                   **Section 10. Political Action Committee:** It shall be the duty of this committee  
33 to:  
34

35                   (a)     Develop and implement a Chapter alert system designed for emergency  
36 contact of the membership when immediate Chapter action is necessary on contract  
37 matters, legislative and political issues, and other items of importance to the Association  
38 and Chapter.  
39

40                   (b)     Keep the members informed about the legislative program of the  
41 Association, and may recommend to the Chapter membership legislative proposals it  
42 deems desirable for submission to the Association's Legislative Committee for  
43 consideration and inclusion in the Association's legislative program.  
44  
45  
46  
47

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

6  
7 (d) Encourage all members to financially support PACE of CSEA and the  
8 Victory Club, and educate the membership regarding the necessity for active  
9 participation in the political process in accordance with Association and Chapter goals.

10  
11 (e) Make recommendations to the Chapter membership regarding  
12 endorsement of candidates for school board, in accordance with the following  
13 procedures:

14  
15 (1) The committee shall conduct a pre-screening of candidates to be  
16 recommended for endorsement, through direct interviews or questionnaires sent to the  
17 candidates. Following the pre-screening process, the committee shall present its  
18 recommendations for endorsement at a designated Chapter meeting for action by the  
19 Chapter membership. A majority vote shall be required for endorsement.

20  
21 (2) Whenever possible, the committee shall arrange for a candidates'  
22 forum to provide Chapter members an opportunity to hear and question the candidates  
23 on relevant issues prior to hearing the committee's recommendation and the  
24 endorsement vote being taken.

25  
26 (f) The committee shall determine the amount of financial support, if any, to  
27 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on  
28 such forms as may be required.

29  
30 (g) The committee shall solicit volunteer activity by the Chapter membership  
31 on behalf of endorsed candidates, and shall be responsible for coordinating and  
32 directing such member activities.

33  
34  
35 **ARTICLE IX**  
36 **UNION STEWARDS**

37  
38 **Section 1. Appointment:** The Executive Board will appoint Union Stewards  
39 from recommendations made by the Chief Union Steward, in sufficient numbers to  
40 serve the needs of the membership. The Executive Board shall determine the number  
41 of Union Stewards to meet the needs of the Chapter.

42  
43 (a) **Eligibility:** Appointed Union Stewards must have completed the CSEA  
44 Know Your Rights training and both of CSEA's Union Steward courses (Union Steward I  
45 and Union Steward II) prior to appointment.

46  
47

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

6  
7           **Section 3. Duties:** The Union Steward(s) shall:  
8

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

11  
12           (b) Attend periodic Site Representative/site council meetings as directed by  
13 the Chief Union Steward.

14  
15           (c) Educate bargaining unit employees about their rights under the contract  
16 and determine how problems arising under the contract can best be handled.

17  
18           (d) Act as the basic channel of communication between the employees and  
19 the Chapter and relay specific member concerns to the Chapter's Negotiating  
20 Committee for incorporation into the bargaining proposals.

21  
22           (e) Investigate and prepare grievances for processing and handle grievances  
23 at the immediate-supervisory level, and be present as required during other steps of the  
24 grievance procedure.

25  
26           (f) Immediately inform the Chief Union Steward of all grievances received;  
27 immediately report to the Chief Union Steward the settlement of grievances processed  
28 or the failure to settle within contractual timelines.

29  
30           (g) **Preserve the confidentiality** of personal grievances, resolve differences  
31 among the membership in grievance handling; maintain a file on all grievances handled  
32 which shall be turned over to the Chief Union Steward upon completion.

33  
34  
35                               **ARTICLE X**  
36                               **SITE REPRESENTATIVES**

37  
38           **Section 1.** Site Representatives to serve each worksite shall be appointed by  
39 the President and ratified by the Executive Board.

40  
41  
42           **Section 2.** Site Representative duties shall be to:  
43

44           (a) Recruit employees into CSEA membership and educate employees about  
45 CSEA.  
46  
47

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

3  
4 (c) Conduct periodic site-level meetings to keep the members informed of  
5 actions taken at Chapter meetings, to explain CSEA benefit plans and services, and to  
6 keep members informed of Association and/or Chapter activity regarding grievances,  
7 PERB decisions, contract negotiations, legislative and political activity, and other  
8 matters of importance.

9  
10 (d) Relay member concerns to the appropriate Union Steward or other  
11 Chapter officer.

12  
13 (e) Attend Chapter meetings; attend training workshops and other seminars  
14 as directed and approved by the Chapter President; attend joint Union Steward/Site  
15 Representative (site council) meetings as may be called by the Chief Union Steward  
16 and/or the Site Representative Coordinator.

17  
18 **ARTICLE XI**  
19 **RECALL OR REMOVAL FROM OFFICE**

20  
21 **Section 1. Recall of Elected Offices**

22  
23 (a) Any member of the Executive Board (other than the Unit Vice Presidents)  
24 and conference delegates and alternates, may be recalled from office upon a two-thirds  
25 (2/3) secret ballot vote of Active members of the Chapter in good standing present and  
26 voting at a meeting called for the purpose of a recall action. Unit Vice Presidents may  
27 be recalled from office by a two-thirds (2/3) secret ballot vote of the Active members in  
28 good standing of the Unit from which the position was originally elected who are present  
29 and voting at a designated meeting. Negotiating Committee members may be recalled  
30 from office by a two-thirds (2/3) secret ballot vote of the Active members in good  
31 standing of the job grouping from which the position was originally elected who are  
32 present and voting at a designated meeting.

33  
34 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive  
35 Board or thirty percent (30%) of the members in good standing eligible to vote on the  
36 individual being recalled. The petition shall state the specific reasons in support of the  
37 recall, and the petition shall be presented to the Executive Board and to the individual.

38  
39 (c) Upon receipt of the petition, the Executive Board shall arrange for a  
40 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days  
41 following its receipt, at which the charged person shall be afforded opportunity to rebut  
42 the charges, including presentation and cross-examination of witnesses as may be  
43 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting  
44 shall be restricted to members of the Executive Board and members of the Chapter in  
45 good standing who are eligible to vote on the particular recall action, authorized  
46 representatives of the Association, and such witnesses as may be pertinent to the  
47 action. Notice specifying time, date, and place and the specific nature/purpose of the

1 meeting shall be issued to those eligible for attendance at least ten (10) days in  
2 advance.

3  
4 **Section 2. Removal of Appointed Offices**  
5

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

12  
13 (b) Any appointed committee chairperson or member failing to attend three  
14 (3) consecutive committee meetings, unless excused for cause, shall be automatically  
15 removed from the committee.

16  
17 **Section 3. Resignation from Office**  
18

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

21  
22 (b) A resignation by any appointee of the President/Executive Board is not  
23 effective until accepted by the President/Executive Board.

24  
25  
26 **ARTICLE XII**  
27 **DELEGATES TO CONFERENCE**  
28

29 **Section 1. Delegates:** Voting delegates to an annual conference of the  
30 Association (and their alternates) shall be designated from among the Active members  
31 in good standing as follows:  
32

33 (a) The Chapter President.

34  
35 (b) Additional delegates in such number as may be authorized by the Chapter  
36 for attendance, but not to exceed the total number authorized by the Bylaws of the  
37 Association, shall be elected as provided in Section 2 below.  
38

39 **Section 2. Election:**  
40

41 (a) Nominations for the authorized delegate positions, other than the  
42 President, shall be taken at the regular Chapter meeting in March, and election shall be  
43 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers  
44 for each of the authorized delegates, to include an alternate for the President, shall also  
45 be elected.  
46  
47

1 (b) Notification of nominations and election and all other procedural matters  
2 relating to delegate and alternate election shall conform to Association Policy 618 and  
3 shall be conducted under the supervision of the Elections Committee.  
4

5 (c) In the event a delegate cannot attend, the Executive Board shall  
6 determine which alternate shall replace the authorized delegate.  
7

8 **Section 3. Responsibilities:** Delegates shall attend all conference business  
9 and other sessions of importance to the Chapter. In addition, the delegates shall:  
10

11 (a) Attend at least one (1) orientation meeting at the regional or area level of  
12 the Association concerning the resolutions to the upcoming conference, as directed by  
13 the President/Executive Board.  
14

15 (b) Provide written and oral reports on conference activities to the Chapter  
16 membership at the first Chapter meeting following the conference.  
17  
18

19 **Section 4. Delegate Expenses:** The Chapter shall provide delegate  
20 expenses (housing, travel, per diem/meal allowances, registration fees, etc.) in  
21 accordance with Association Policy and subject to the approval of the Chapter  
22 membership.  
23

24  
25 **ARTICLE XIII**  
26 **CONTRACT RATIFICATION**  
27

28 **Section 1.** Contract ratification procedures will comply with the provisions of  
29 Association Policy 610.  
30

31 **Section 2. Initial Proposals:**  
32

33 (a) The initial bargaining proposal will be determined by a vote of the  
34 membership.  
35

36 (b) Copies of the Chapter's initial proposal and the employer's initial proposal  
37 shall be submitted to the Field Director and Labor Relations Representative for review.  
38

39 **Section 3. Negotiated Agreement:**  
40

41 (a) When the Negotiating Committee has negotiated a contract, tentative  
42 agreement, or modifications to an existing contract, it shall immediately submit one (1)  
43 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for  
44 review by the Association prior to membership ratification.  
45  
46  
47

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

6  
7 **Section 4. Ratification Procedures:**  
8

9 (a) A copy of the tentative agreement or a summary of the tentative  
10 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the  
11 ratification meeting. The Negotiating Committee shall include a statement  
12 recommending ratification of the agreement. If a summary only is provided, copies of  
13 the tentative agreement containing the exact language of the proposal shall be provided  
14 at the meeting.  
15

16 (b) The Chapter President shall set the date, time and place for the ratification  
17 meeting, which shall be open to attendance by all employees within the bargaining  
18 unit(s), whether or not they are CSEA members.  
19

20 (c) Notice of the ratification meeting shall be issued to all bargaining unit  
21 employees no later than five (5) working days in advance of the scheduled date.  
22 Distribution of said meeting notice shall be at the discretion of the Chapter President,  
23 utilizing any of the following methods which s/he determines to be most efficient:  
24

- 25 (1) To individual bargaining unit employees utilizing the U.S. mail or  
26 the employer's mail system;  
27 (2) Distribution by Site Representatives or others;  
28 (3) Posting in prominent locations at each worksite.  
29

30 **Exception to the above:** The Association's Executive Director, or designee,  
31 may approve a notice period of less than five (5) working days upon request of the  
32 Chapter President, if it is determined that an immediate ratification meeting would be  
33 advisable.  
34

35 (d) **Conduct of Meeting and Vote:**  
36

37 (1) The Negotiating Committee shall review the provisions of the  
38 tentative agreement and indicate its recommendations for ratification.  
39

40 (2) If the Association recommends rejection of the tentative agreement,  
41 an Association representative shall be in attendance at the ratification meeting and shall  
42 be provided ample opportunity to outline the recommendation for rejection and the  
43 reasons therefore.  
44  
45  
46  
47



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

6  
7 (4) The ratification vote shall be by secret ballot conducted at the  
8 ratification meeting under the supervision of the Elections Committee and in accordance  
9 with procedures required by Association Policy 610. Only Active CSEA members of the  
10 bargaining unit(s) who are in good standing and present at the ratification meeting shall  
11 be entitled to vote on the ratification or rejection of the agreement. Absentee or proxy  
12 votes shall not be permitted.

13  
14 (5) Ballots shall be tallied and results announced prior to close of the  
15 meeting. A majority vote shall ratify.

16  
17 **Section 5. Executed Agreement:** Every collective bargaining agreement  
18 shall be executed by both the Association and appropriate representatives of this  
19 Chapter. No contract shall be valid which has not been ratified by the Chapter  
20 membership.

21  
22  
23 **ARTICLE XIV**  
24 **CONCERTED ACTIVITIES**

25  
26 **Section 1.** No concerted withholding of service shall be instituted by this  
27 Chapter unless such concerted action has been approved at a regular or special  
28 membership meeting, advance notice having been given, by secret ballot vote of not  
29 less than sixty-five percent (65%) of the Active members in good standing present and  
30 voting; and approval for such concerted activity has been granted by the Association's  
31 Board of Directors.

32  
33 **Section 2.** If the dispute relates to contract negotiations, no concerted  
34 withholding of service shall be instituted unless the last offer of the employer has been  
35 submitted to the Chapter membership in accordance with Article XIII of this constitution  
36 and has been rejected, and the requirements of Section 1 above shall have been met.

37  
38  
39 **ARTICLE XV**  
40 **AMENDMENTS TO CONSTITUTION**

41  
42 **Section 1.** This Constitution shall at all times conform to all provisions of the  
43 Association Constitution & Bylaws and Policy, and where any conflict should occur, the  
44 Association Constitution & Bylaws and/or Policy shall prevail.

45  
46  
47

1           **Section 2.** Any member in good standing of the Chapter (or the Executive  
2 Board) may submit a written proposal to amend this constitution (containing the exact  
3 text of the proposed change) at any Chapter meeting, which shall constitute a first  
4 reading. The Chapter President shall then cause the proposed amendment(s) to be  
5 placed on the agenda of the next regular or a special Chapter meeting where the matter  
6 will be read a second time and acted upon, and shall cause written notification of the  
7 proposed amendment(s) and the date, time, and place of the designated Chapter  
8 meeting to be issued to all members in good standing at least ten (10) days in advance  
9 of said meeting. Said notification shall include at least a written summary of the  
10 proposed changes. The exact text of the proposed changes shall be made available for  
11 review by members upon request prior to the second reading if not provided with said  
12 notification, and shall be distributed to all members in attendance at the second reading.  
13

14           **Section 3.** Approval by two-thirds (2/3) of the Active members in good  
15 standing present and voting at the second reading shall be required to adopt the  
16 amendment(s). If the amendment relates to a revision of Chapter dues, the vote shall  
17 be conducted by secret ballot.  
18

19           **Section 4.** All amendments shall be submitted to the Association's Executive  
20 Director immediately following their adoption by the Chapter. **No amendment shall**  
21 **become operative until approved by the Executive Director, or designee, or action**  
22 **of the Association's Board of Directors in accordance with Article III, Section 8 of**  
23 **the Association's Constitution.**  
24

## 25 26                                 **ARTICLE XVI** 27                                 **DISBANDMENT OF CHAPTER** 28

29           **Section 1.** Should the Chapter disband for any reason, all financial accounts  
30 shall be transferred to the control of the Association, and a final audit of the financial  
31 books and records of the Chapter shall be made in conjunction with the Association's  
32 Analyst/Auditor. Upon conclusion and certification of such audit, final distribution of  
33 funds shall be as follows:  
34

35           (a) All outstanding obligations of the Chapter shall be promptly paid.  
36

37           (b) All funds due and owing the Association shall be promptly remitted to the  
38 Association's general fund.  
39

40           (c) Funds then remaining shall then be distributed for purposes as  
41 appropriate and authorized in accordance with provisions contained in Association  
42 Policy 612.  
43  
44  
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**ARTICLE XVII  
PARLIAMENTARY AUTHORITY**

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

**ARTICLE XVIII  
FISCAL YEAR**

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

**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.

(b) Attend Chapter meetings and training workshops/seminars as directed and approved by the Chapter President.

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

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

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

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

**Section 2. Election:**

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

1 (b) Notification of nominations and election and all other procedural matters  
2 relating to the delegate election shall conform to Association Policy 618 and shall be  
3 conducted under the supervision of the Elections Committee.  
4

5 (c) **Term of Office:** Term of office for the elected members shall commence  
6 upon their election and continue for one (1) year or until their successors are elected.  
7

8  
9 (d) **Vacancies:** Vacancies shall be filled by special election for the remainder  
10 of the original term.  
11

12 **Section 3. Responsibilities:**  
13

14 (a) The Chapter President/Executive Board designee shall:  
15

16 (1) Act as the Chapter delegation leader, to include casting all Chapter  
17 votes at council in the event of weighted voting.  
18

19 (2) Make written and oral reports to the Executive Board and Chapter.  
20

21 (3) Make periodic reports to the Regional Representative at RPM's.  
22

23 (4) Work with the Regional Representative to ensure CSEA solidarity  
24 to protect the interests of classified school employees.  
25

26 (5) As a delegate, comply with Section 3(b) of this Article.  
27

28 (a) **Additional delegates** shall:  
29

30 (1) Make written and oral reports to the Executive Board and Chapter  
31 upon the request of the President.  
32

33 (2) Follow the Constitution & Bylaws of the Central Labor Council in  
34 respect to delegate duties to the Central Labor Council.  
35

36 (3) Represent CSEA and the Chapter in a manner demonstrative of the  
37 honor and integrity of classified employees, including respect for the vital importance of  
38 CSEA solidarity.  
39