

**CONSTITUTION OF  
Conejo Valley Unified Chapter No. 620, CSEA  
Adopted January 6, 1994  
Latest Revision May 18, 2023**

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

**Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "Chapter" are interchangeable and mean Conejo Valley Unified Chapter No. 620, CSEA.**

**APPROVED**

**California School Employees Association**

**Date:** January 2, 2024

**By:** *Chance Davis.* Executive Coordinator

## Table of Contents

	<u>Page</u>
Article I - Name and Objects.....	3
Article II - Membership.....	3
Article III - Dues and Assessments.....	6
Article IV - Officers & Executive Board/Election Procedures .....	7
Article V - Authority of Executive Board/Duties of Officers .....	9
Article VI - Meetings .....	12
Article VII - Control of Funds / Budget .....	13
Article VIII - Committees .....	14
Article IX - Union Stewards.....	17
Article X - Site Representatives .....	18
Article XI - Recall or Removal from Office .....	19
Article XII - Delegates to Conference .....	20
Article XIII - Contract Ratification.....	21
Article XIV - Concerted Activities .....	24
Article XV - Amendments to Constitution.....	24
Article XVI - Disbandment of Chapter.....	25
Article XVII - Parliamentary Authority .....	25
Article XVIII - Fiscal Year.....	25
Article XIX - Chapter Pre-Retirement Resource Person.....	25
Article XX - Appointment of Personnel Commissioner – Merit System.....	26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

**ARTICLE I  
NAME AND OBJECTS**

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

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

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**ARTICLE II  
MEMBERSHIP**

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

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

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

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

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

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

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

19  
20                   (c) **Lifetime Retired:** Any person who was a member of the Chapter at the  
21 time of retirement may become a "Lifetime Retired" member of this Chapter upon  
22 payment of a one (1) time fee of \$25.00. 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, the 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 immediately forwarded,  
43 together with advance dues received if any, to the Association. The Association shall  
44 send payroll deduction authorizations to the appropriate district office.

45  
46  
47  
48  
49

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

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

10          (b)    Membership shall terminate with:

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

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

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

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

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

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

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

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

41           (a)    Members who no longer wish to retain that status may resign CSEA  
42 membership by providing a ten (10) working day advance written notification to the  
43 Area's assigned CSEA Field Office. Such notification must include the member's name,  
44 address, employer's name or Chapter name, the last four (4) digits of their social  
45 security number, and CSEA ID or Employee ID number.  
46  
47  
48  
49

1 (b) Any member failing to pay all dues owed for sixty (60) days shall be  
2 deemed delinquent and shall not be considered to be in good standing until such  
3 delinquency has been remitted.

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

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

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

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

18  
19  
20 **ARTICLE III**  
21 **DUES and ASSESSMENTS**

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

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

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

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

41  
42 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this  
43 Chapter shall be \$30.00 per year, payable by payroll deduction during each of the  
44 months September through June in which the member is in regular paid status; or  
45 payable annually in advance to the Chapter Treasurer.

46  
47 **Section 3.** The local Chapter dues plus the Association per capita dues equals  
48 the member's total dues requirement.



1 (d) When there is more than one (1) nominee for an office, an election shall  
2 be conducted at the December Chapter meeting by secret ballot vote of Active  
3 members in good standing who have not withdrawn their membership within the  
4 preceding ten (10) months of which dues are taken, and are present at said meeting. It  
5 shall require a plurality vote to elect any officer. Write-in votes shall not be accepted. If  
6 a tie exists, the election shall be determined by lot (draw) between the tied candidates.  
7

8 (e) Notices of the time, date, and place for nominations and balloting, and all  
9 other procedural matters relating to conducting these elections, shall be in accordance  
10 with provisions of Association Policy 618.  
11

12 (f) All candidates shall be provided an opportunity to address the members  
13 present at the election meeting prior to the balloting, and they or their designated  
14 representative shall be accorded the right to observe the ballot tally process.  
15

16 (g) All ballots, including used, unused, invalid and challenged ballots, tally  
17 sheets and related election documents, including notices of nomination and election  
18 procedures, shall be retained by the Chapter Secretary for one (1) year, or until any and  
19 all challenges to the election or charges of misconduct in the running of the election  
20 have been resolved, whichever is the longer period.  
21

22 **Section 5. Terms of Office:** Elected officers shall take office and assume  
23 their duties on the January 1 following their election and shall continue to serve for two  
24 (2) years, provided that any officer shall automatically forfeit such office if they cease to  
25 be an Active member in good standing.  
26

27 **Section 6. Vacancies:**  
28

29 (a) A vacancy in the office of President shall be filled by the 1<sup>st</sup> Vice  
30 President.  
31

32 (b) For vacancies in any other elected office, the Executive Board shall submit  
33 its recommendation to fill the office in writing to the Chapter membership at least five (5)  
34 working days in advance of a designated Chapter meeting. Nominations from the floor  
35 shall also be accepted at said meeting. If there are no nominations from the floor, the  
36 Executive Board's candidate shall be declared elected. If nominations from the floor are  
37 made, a secret ballot election shall be conducted among the Active members in good  
38 standing present.  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

1  
2 **ARTICLE V**  
3 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**

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

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

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

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

23  
24 A majority of the members of the Executive Board shall constitute a quorum.

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

30  
31 **Section 3. President:** The President shall:

32  
33 (a) Be chairperson of the Executive Board, call and preside over all meetings  
34 of the Chapter and Executive Board at which the President is in attendance.

35  
36 (b) Fix the time and place of meetings except as otherwise directed by the  
37 membership.

38  
39 (c) Set the agenda for Chapter meetings, as noted in Article VI.

40  
41 (d) Appoint and direct the activities of the various committees, standing or  
42 special, required by this constitution or established by the Executive Board, or as may  
43 be ordered by vote of the membership, except as otherwise provided herein.

44  
45 (e) Attend all regional presidents' meetings (RPMs) and such other meetings  
46 as required by the Association or direction of the Chapter, and report back to the  
47 Executive Board and Chapter membership at the next Chapter meeting, with  
48 recommendations for Chapter action or as otherwise required.  
49

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

4 (g) Perform such other duties as normally pertain to the office of President or  
5 ordered by this constitution.  
6

7 **Section 4. 1<sup>st</sup> Vice President:** The 1<sup>st</sup> Vice President shall:  
8

9 (a) In the absence or disability of the President, possess all of the powers and  
10 perform all of the duties of the President.  
11

12 (b) At all times assist the President in the performance of their duties.  
13

14 (c) Assume the office of President if a vacancy occurs.  
15

16 (d) Coordinate and direct the activities of the Site Representatives.  
17

18 (e) In coordination with the Chief Union Steward, call and conduct periodic  
19 meetings between the Site Representatives and Union Stewards to ensure an  
20 appropriate level of communication and coordination between these programs.  
21

22 (f) Coordinate the activities of the standing committees.  
23

24 (g) Serve as a member of the Membership Committee, and promote and  
25 participate in membership recruitment activity to build the union.  
26

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

30 **Section 5. 2<sup>nd</sup> Vice President:** The 2<sup>nd</sup> Vice President shall:  
31

32 (a) In the absence or disability of the President and 1<sup>st</sup> Vice President,  
33 possess all of the powers and perform all of the duties in their stead.  
34

35 (b) At all times assist the President and 1<sup>st</sup> Vice President in the performance  
36 of their duties.  
37

38 (c) Serve as Chairperson of the Membership Committee, and promote and  
39 participate in membership recruitment activity to build the union.  
40

41 (d) Perform such other duties as may be assigned by the President/Executive  
42 Board or ordered by this constitution.  
43

44 **Section 6. Secretary:** The Secretary shall:  
45

46 (a) Keep an accurate record of all proceedings of Chapter and Executive  
47 Board meetings, including an accurate roll of members and officers in attendance at  
48 each.  
49

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

3  
4 (c) Issue notices of all meetings of the Executive Board and Chapter  
5 meetings, which shall include notice of matters for discussion at same.

6  
7 (d) Notify members of all committees of their appointment/election.

8  
9 (e) Have custody of all correspondence, official documents and historical  
10 records of the Chapter, which shall be open at all times for the inspection of the  
11 President or the agent and members of the Executive Board.

12  
13 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the  
14 Association and the constitution of this Chapter and see that copies of same are  
15 available for reference at all Executive Board and Chapter meetings, and available for  
16 inspection by the general membership upon request.

17  
18 (g) Serve as a member of the Membership Committee, and promote and  
19 participate in membership recruitment activity to build the union.

20  
21 (h) Perform such other duties as normally pertain to the office of Secretary or  
22 as may be assigned by the President/Executive Board or ordered by this constitution.

23  
24 **Section 7. Treasurer:** The Treasurer shall:

25  
26 (a) Receive all funds of the Chapter and keep and disburse same under the  
27 direction of the President and as required by the Constitution & Bylaws of the  
28 Association and this Chapter.

29  
30 (b) Keep or cause to be kept regular books and full accounts which shall be  
31 open at all times to inspection of the President or the agent and the Auditing Committee.

32  
33 (c) Provide access to all records, vouchers and statements to the Auditing  
34 Committee for annual inspection at the close of each fiscal year.

35  
36 (d) Report at each meeting of the Executive Board and Chapter as to the  
37 financial condition of the treasury with a detailed statement of receipts and expenditures  
38 and accounts payable, to include per capita dues/fees paid and owed to the Association  
39 if any. The report to the Executive Board should also include copies of the bank  
40 statement(s)/reconciliation(s).

41  
42 (e) Prepare the annual financial report to include the last day of the fiscal  
43 year, and immediately submit same to the President for review and forwarding to the  
44 Association, and the membership.

45  
46 (f) Promptly forward membership applications and dues payments to the  
47 Association. The Association shall send payroll deduction authorizations to the  
48 appropriate district office for processing.

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

4  
5 (h) Assist in preparation of the Chapter budget.

6  
7 (i) Upon leaving office, sign such bank signature cards or other documents  
8 necessary for the transfer of all Chapter accounts to the new Treasurer.

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

12  
13 (k) Perform such other duties as normally pertain to the office of Treasurer or  
14 as may be assigned by the President/Executive Board or ordered by this constitution.

15  
16 **Section 8. Communications Officer:** The Communications Officer shall:

17  
18 (a) Edit and distribute a newsletter or similar publication as may be authorized  
19 by the Executive Board and the Chapter membership.

20  
21 (b) Write articles of interest pertaining to Chapter affairs for local newspapers  
22 and official publications of the Association.

23  
24 (c) Serve as a member of the Membership Committee, and promote and  
25 participate in membership recruitment activity to build the union.

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

30  
31  
32 **ARTICLE VI**  
33 **MEETINGS**  
34

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

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

44  
45  
46  
47  
48  
49

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

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

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

13           **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members  
14 present, the order of business at regular Chapter meetings shall be:  
15

- 16           (1)   Pledge of Allegiance to the Flag
- 17           (2)   Approval of Minutes of the Previous Meeting
- 18           (3)   Communications
- 19           (4)   Report of Executive Board Actions
- 20           (5)   Treasurer's Report
- 21           (6)   Committee Reports
  - 22               (a)   Report of the Membership Committee/Recognition of New Members
  - 23               (b)   Report of the Negotiating Committee
  - 24               (c)   Union Steward/Site Representative Reports
  - 25               (d)   Other Committees as Required
- 26           (7)   Unfinished Business
- 27           (8)   New Business
- 28           (9)   Good of the Order
- 29           (10)  Adjournment  
30

31           **Section 5. Quorum for Meetings:** It shall require at least seven (7) members  
32 in good standing in attendance at any Chapter meeting for business to be conducted.  
33  
34

35   **ARTICLE VII**  
36   **CONTROL OF FUNDS / BUDGET**  
37

38           **Section 1.** All funds received shall be deposited in the name of Conejo Valley  
39 Unified Chapter No. 620, CSEA, in such bank or other financial institution as approved  
40 by the Executive Board. The use of chapter debit cards is strictly prohibited. No funds  
41 shall be disbursed except by check, duly authorized and signed by the Treasurer and  
42 the President. In the event of absence of, inability to act by, or vacancy in the office of  
43 Treasurer, funds shall only be disbursed upon signature of the President and one (1) of  
44 the following: 1<sup>st</sup> Vice President, Secretary.  
45  
46  
47  
48  
49



1           **Section 8. Auditing Committee:** It shall be the duty of this committee to  
2 receive and audit the books and records of the Treasurer immediately after the close of  
3 each fiscal year, and at such other times as may be directed by the President, and  
4 report its findings to the Chapter membership.  
5

6           **Section 9. Elections Committee:** It shall be the duty of this committee to  
7 supervise and assist in the preparation, distribution, and counting of the ballots in all  
8 elections (including contract ratifications) within the Chapter, and certify the results to  
9 the Chapter President. In addition, the committee shall ensure that election procedures  
10 are in accordance with applicable provisions of the Association's Constitution & Bylaws  
11 and Policy, and this constitution.  
12

13           **Section 10. Membership Committee:** It shall be the duty of this committee to  
14 strive for 100% CSEA membership within the chapter, to develop and execute a  
15 program designed to secure new members especially at new employee orientations,  
16 and stimulate membership attendance at Chapter meetings on an ongoing basis. All  
17 members of the Executive Board shall serve as members of this committee in addition  
18 to any other members appointed.  
19

20           **Section 11. Negotiating Committee (Team):**  
21

22           (a) The Negotiating Committee shall consist of a chairperson as designated  
23 by the Chapter President, plus one (1) representative from each of the major job  
24 groupings represented by this Chapter, as follows: Child Care, Child Nutrition,  
25 Paraprofessional, Custodial, Maintenance & Operations, Office Support.  
26

27           (b) The committee members shall be appointed by the President from among  
28 the members in good standing employed in each of the job groupings designated  
29 above.  
30

31           (c) Term of office for the appointed members shall commence upon their  
32 appointment and continue for one (1) year or until their successors are appointed. In  
33 the event negotiations for any year are still in progress at the time of committee  
34 appointment, the designated Negotiating Committee/Team shall remain in place until  
35 negotiations have been completed and the contract ratified.  
36

37           (d) Vacancies shall be filled by appointment by the President within the  
38 affected job grouping for the remainder of the original term only.  
39

40           (e) **Duties:** It shall be the duty of the Negotiating Committee to:  
41

42           (1) Research issues and prepare and submit initial bargaining  
43 proposals (including proposals on re-openers) for review and approval of members in  
44 good standing of the bargaining unit(s) prior to commencement of negotiations.  
45

46           (2) Negotiate the contract (including re-openers and modifications) for  
47 and on behalf of the Chapter with assistance from CSEA field staff.  
48  
49

1                   (3)     Keep the Executive Board and the membership informed on the  
2 progress of negotiations and solicit membership input where advisable.

3  
4                   (4)     Ensure that all bargained agreements are submitted for ratification  
5 of the bargaining unit(s) in accordance with Article XIII of this constitution.

6  
7                   **Section 12. Political Action Committee:** It shall be the duty of this committee  
8 to:

9  
10                  (a)     Develop and implement a Chapter alert system designed for emergency  
11 contact of the membership when immediate Chapter action is necessary on contract  
12 matters, legislative and political issues, and other items of importance to the Association  
13 and Chapter.

14  
15                  (b)     Keep the members informed about the legislative program of the  
16 Association, and may recommend to the Chapter membership legislative proposals it  
17 deems desirable for submission to the Association's Legislative Committee for  
18 consideration and inclusion in the Association's legislative program.

19  
20                  (c)     Work cooperatively with the Political Action Coordinator (PAC),  
21 appropriate staff and PACE and Legislative Committee area representatives in  
22 furtherance of the Association's legislative and political goals, rendering regular reports  
23 at Chapter meetings regarding the same and recommending any Chapter support or  
24 activity it considers appropriate.

25  
26                  (d)     Encourage all members to financially support PACE of CSEA and the  
27 Victory Club, and educate the membership regarding the necessity for active  
28 participation in the political process in accordance with Association and Chapter goals.

29  
30                  (e)     Make recommendations to the Chapter membership regarding  
31 endorsement of candidates for school board, in accordance with the following  
32 procedures:

33  
34                   (1)     The committee shall conduct a pre-screening of candidates to be  
35 recommended for endorsement, through direct interviews or questionnaires sent to the  
36 candidates. Following the pre-screening process, the committee shall present its  
37 recommendations for endorsement at a designated Chapter meeting for action by the  
38 Chapter membership. A majority vote shall be required for endorsement.

39  
40                   (2)     Whenever possible, the committee shall arrange for a candidates'  
41 forum to provide Chapter members an opportunity to hear and question the candidates  
42 on relevant issues prior to hearing the committee's recommendation and the  
43 endorsement vote being taken.

44  
45                  (f)     The committee shall determine the amount of financial support, if any, to  
46 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on  
47 such forms as may be required.

48  
49

1 (g) The committee shall solicit volunteer activity by the Chapter membership  
2 on behalf of endorsed candidates, and shall be responsible for coordinating and  
3 directing such member activities.  
4

5 **Section 13. Professional Growth Committee:** It shall be the duty of this  
6 committee to review all documents subject to the qualification of Professional Growth.  
7

8 **Section 14. Scholarship Committee:** It shall be the duty of this committee to  
9 carry out the policies laid down by the Chapter regarding the awarding of scholarships  
10 to students to whose parents are Chapter members in good standing and/or to Chapter  
11 members in good standing.  
12

## 13 **ARTICLE IX**

### 14 **UNION STEWARDS**

15

16  
17 **Section 1. Appointment:** The Chapter President shall appoint a Chief Union  
18 Steward, which appointment shall be subject to the ratification of the Chapter  
19 membership. The Chapter President shall appoint Union Stewards, subject to the  
20 ratification of the Executive Board, to serve each job grouping. The President shall  
21 determine the number of Stewards to be appointed for each area of representation.  
22

23 **Section 2. Term of Office:** Term of office for Union Stewards shall be from  
24 the January 1 to the end of the Chapter and fiscal year, or until their successors are  
25 appointed, provided that any Union Steward shall automatically forfeit such office if they  
26 cease to be an Active member in good standing employed within the designated service  
27 area. Vacancies shall be filled by appointment of the President, ratified by the  
28 Executive Board, from among the qualified members in good standing employed within  
29 the affected service area, for the remainder of the original term only.  
30

#### 31 **Section 3. Duties.**

32

33 (a) **Chief Union Steward:** The Chief Union Steward shall:  
34

35 (1) Attend training sessions for Chief Union Stewards provided by the  
36 Association and/or other appropriate training as directed by the President.  
37

38 (2) Ensure that the Union Steward program of the Chapter functions  
39 according to the requirements set forth in this constitution; ensure that all grievances  
40 are handled properly in their investigation and filing, and consistent in their resolution.  
41

42 (3) Maintain the necessary records on matters of contract enforcement  
43 to permit the Chapter to effectively represent bargaining unit employees.  
44

45 (4) Process all grievances not settled at the immediate-supervisory  
46 level, unless CSEA staff assistance is required. If staff assistance is required, the  
47 President shall be notified.  
48

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

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

3  
4 (7) In coordination with the 1<sup>st</sup> Vice President, call and conduct periodic  
5 meetings between the Site Representatives and Union Stewards to ensure an  
6 appropriate level of communication and coordination between these programs.

7  
8 (b) **Union Steward(s):** The Union Steward(s) shall:

9  
10 (1) Attend annual training sessions for Union Stewards provided by the  
11 Association and/or other appropriate training as directed by the President.

12  
13 (2) Attend joint Union Steward/ Site Representative (site council)  
14 meetings as directed by the Chief Union Steward.

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

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

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

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

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

35  
36  
37 **ARTICLE X**  
38 **SITE REPRESENTATIVES**

39  
40 **Section 1. Appointment:** A Site Representative Coordinator and Site  
41 Representative(s) shall be appointed by the President and ratified by the Executive  
42 Board.

43  
44  
45  
46  
47  
48  
49



1 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive  
2 Board or thirty percent (30%) of the members in good standing eligible to vote on the  
3 individual being recalled. The petition shall state the specific reasons in support of the  
4 recall, and the petition shall be presented to the Executive Board and to the individual.  
5

6 (c) Upon receipt of the petition, the Executive Board shall arrange for a  
7 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days  
8 following its receipt, at which the charged person shall be afforded opportunity to rebut  
9 the charges, including presentation and cross-examination of witnesses as may be  
10 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting  
11 shall be restricted to members of the Executive Board and members of the Chapter in  
12 good standing who are eligible to vote on the particular recall action, authorized  
13 representatives of the Association, and such witnesses as may be pertinent to the  
14 action. Notice specifying time, date, and place and the specific nature/purpose of the  
15 meeting shall be issued to those eligible for attendance at least ten (10) days in  
16 advance.  
17

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

19

20 (a) Any appointee of the President/Executive Board may be removed from  
21 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,  
22 provided such person shall be provided at least five (5) days advance notice of the  
23 reasons for removal and the time, date and place where the Board will meet to vote on  
24 the matter. At said meeting the member shall be afforded an opportunity to provide  
25 rebuttal argument prior to the vote being taken.  
26

27 (b) Any appointed committee chairperson or member failing to attend three  
28 (3) consecutive committee meetings, unless excused for cause, shall be automatically  
29 removed from the committee.  
30

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

32

33 (a) A resignation by an elected officer is not effective until acknowledged by  
34 the Active members in good standing present at a Chapter meeting.  
35

36 (b) A resignation by any appointee of the President/Executive Board is not  
37 effective until acknowledged by the President/Executive Board.  
38  
39

# 40 **ARTICLE XII**

## 41 **DELEGATES TO CONFERENCE**

42

43 **Section 1. Delegates:** Voting delegates to an annual conference of the  
44 Association (and their alternates) shall be designated from among the Active members  
45 in good standing as follows:  
46

47 (a) The Chapter President.  
48  
49

1 (b) Additional delegates in such number as may be authorized by the Chapter  
2 for attendance, but not to exceed the total number authorized by the Bylaws of the  
3 Association, shall be elected as provided in Section 2 below.  
4

5 **Section 2. Election:**  
6

7 (a) Nominations for the authorized delegate positions, other than the  
8 President, shall be taken at the regular Chapter meeting in March, and election shall be  
9 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers  
10 for each of the authorized delegates, to include an alternate for the President, shall also  
11 be elected.  
12

13 (b) Notification of nominations and election and all other procedural matters  
14 relating to delegate and alternate election shall conform to Association Policy 618 and  
15 shall be conducted under the supervision of the Elections Committee.  
16

17 (c) In the event a delegate cannot attend, the Executive Board shall  
18 determine which alternate shall replace the authorized delegate.  
19

20 **Section 3. Responsibilities:** Delegates shall attend all conference business  
21 and other sessions of importance to the Chapter. In addition, the delegates shall:  
22

23 (a) Attend at least one (1) orientation meeting at the regional or area level of  
24 the Association concerning the resolutions to the upcoming conference, as directed by  
25 the President/Executive Board.  
26

27 (b) Provide written and oral reports on conference activities to the Chapter  
28 membership at the first Chapter meeting following the conference.  
29

30 **Section 4. Delegate Expenses:** The Chapter shall provide delegate  
31 expenses (housing, travel, per diem/meal allowances, registration fees, etc.) in  
32 accordance with Association Policy and subject to the approval of the Chapter  
33 membership.  
34  
35

36 **ARTICLE XIII**  
37 **CONTRACT RATIFICATION**  
38

39 **Section 1.** Contract ratification procedures will comply with the provisions of  
40 Association Policy 610.  
41

42 **Section 2. Initial Proposals:**  
43

44 (a) The initial bargaining proposal will be determined by a vote of the  
45 membership.  
46

47 (b) Copies of the Chapter's initial proposal and the employer's initial proposal  
48 shall be submitted to the Field Director and Labor Relations Representative for review.  
49

1           **Section 3. Negotiated Agreement:**  
2

3           (a) When the Negotiating Committee has negotiated a contract, tentative  
4 agreement, or modifications to an existing contract, it shall immediately submit one (1)  
5 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for  
6 review by the Association prior to membership ratification.  
7

8           (1) All contract modifications shall be submitted to the Labor Relations  
9 Representative for review by the Association. However, membership ratification shall  
10 not be required for those items listed as exceptions to the definition of "modifications"  
11 within the provisions of Association Policy 610, unless they are included as part of  
12 contract re-opener negotiations.  
13

14           **Section 4. Ratification Procedures:**  
15

16           (a) A copy of the tentative agreement or a summary of the tentative  
17 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the  
18 "contract information" meeting. The Negotiating Committee shall include a statement  
19 recommending ratification of the agreement. If a summary only is provided, copies of  
20 the tentative agreement containing the exact language of the proposal shall be provided  
21 for review at the meeting.  
22

23           (b) The Chapter President shall set the date, time and place for one (1) or  
24 more "contract information" meetings, which shall be open to attendance by all  
25 employees within the bargaining unit(s), whether or not they are CSEA members.  
26

27           (c) Notice of the "contract information" meeting(s) shall be issued to all  
28 bargaining unit employees no later than five (5) working days in advance of the  
29 scheduled date. Distribution of said meeting notice(s) shall be at the discretion of the  
30 Chapter President, utilizing any of the following methods, which it determines to be most  
31 efficient:  
32

- 33           (1) To individual bargaining unit employees utilizing the U.S. mail or  
34 the employer's mail system;  
35           (2) Distribution by Site Representatives or others;  
36           (3) Posting in prominent locations at each worksite.  
37

38           **Exception to the above:** The Association's Executive Director, or designee,  
39 may approve a notice period of less than five (5) working days upon request of the  
40 Chapter President, if it is deemed an expedited ratification is advisable.  
41

42           **(d) Conduct of Informational Meeting(s):**  
43

44           (1) The Negotiating Committee shall review the provisions of the  
45 tentative agreement and indicate its recommendations for ratification.  
46  
47  
48  
49

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

5  
6 (3) Adequate opportunity for discussion, debate, and answering of  
7 questions shall be provided. Non-CSEA members of the bargaining unit(s) in  
8 attendance shall be granted the right to participate in the discussion and debate. They  
9 shall not, however, have the right to make motions or vote.

10  
11 (e) **Ratification Vote:**

12  
13 (1) The ratification vote shall be by online balloting following the  
14 informational meeting(s). The Chapter Elections Committee shall oversee the ratification  
15 process and conduct the vote tally. All procedural matters relating to the online balloting  
16 process and tally shall be conducted in accordance with Association Policy 610.

17  
18 (2) The Elections Committee shall request an online ballot from the  
19 CSEA Executive Department. Upon verification that the online ballot is available, the  
20 Elections Committee shall prepare a ballot notice. Each notice shall include the  
21 appropriate information needed to cast an online ballot, such as the dates of balloting,  
22 instructions on how to access the online ballot via the internet, the member's  
23 identification and password code.

24  
25 (3) The Chapter President shall set the dates for online balloting, which  
26 shall begin no sooner than the day after the final informational meeting. The online  
27 balloting shall be available on the same day the ballot notice is distributed and shall  
28 remain open until the date set to close.

29  
30 (4) The ballot notice shall be sent at least five (5) working days in  
31 advance of the date set for online balloting to close. Notice must be mailed via U.S. First  
32 Class mail to each CSEA member in good standing employed in the bargaining unit(s)  
33 at the last known home address, except that notice may be e-mailed to such members  
34 who have an e-mail address on file with the Chapter.

35  
36 (5) It shall require a majority of the votes cast to ratify. The results of  
37 the balloting shall be provided to the membership no later than five (5) days following  
38 the vote tally and shall be announced at the next Chapter meeting.

39  
40 **Section 5. Executed Agreement:** Every collective bargaining agreement  
41 shall be executed by both the Association and appropriate representatives of this  
42 Chapter. No contract shall be valid which has not been ratified by the Chapter  
43 membership.

44  
45  
46  
47  
48  
49

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

## ARTICLE XIV CONCERTED ACTIVITIES

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

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

## ARTICLE XV AMENDMENTS TO CONSTITUTION

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

**ARTICLE XVI  
DISBANDMENT OF CHAPTER**

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

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

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

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

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**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.** The Chapter Pre-Retirement Resource Person shall:

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

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

**ARTICLE XX**

**APPOINTMENT OF PERSONNEL COMMISSIONER – MERIT SYSTEM**

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

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

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

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49