

**CONSTITUTION OF
San Mateo Community College District Chapter No. 33, CSEA
Latest Revision July 23, 2008**

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

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "Chapter" are interchangeable and mean San Mateo Community College District Chapter No. 33, CSEA.

APPROVED
WITH EXCEPTION*

California School Employees Association

Date: November 11, 2008

By: *Denise K. Jensen*, Senior Executive Manager

***EXCEPTION: The chapter needs to determine the number of stewards elected to the Executive Board.**

Table of Contents

1		
2		
3		<u>Page</u>
4	Article I – Name and Objects	3
5	Article II – Membership	3
6	Article III – Dues and Assessments	6
7	Article IV – Officers & Executive Board/Election Procedures	7
8	Article V – Authority of Executive Board/Duties of Officers	10
9	Article VI – Meetings	15
10	Article VII – Control of Funds/Budget	16
11	Article VIII – Committees	18
12	Article IX – Chapter Appointed Positions	20
13	Article X – Recall or Removal from Office	23
14	Article XI – Delegates to Conference	24
15	Article XII – Contract Ratification	26
16	Article XIII – Concerted Activities	28
17	Article XIV – Amendments to Constitution	28
18	Article XV – Disbandment of Chapter	29
19	Article XVI – Parliamentary Authority	29
20	Article XVII – Fiscal Year	29
21		

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

**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be San Mateo Community College District Chapter No. 33 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.

**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

1 appointed or elective offices within the Association and Chapter and to have voice and
2 vote and otherwise participate in Chapter and Association affairs.

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

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

21
22 (c) **Active Retired:** Any person who was a member of the Chapter at the
23 time of retirement and who also maintains a retired membership in good standing with
24 the Association may continue as an Active member of this Chapter upon payment of the
25 regular Chapter dues required of Active members. Such dues shall be paid annually in
26 advance or monthly in advance direct to the Chapter Treasurer. Such members shall
27 be entitled to continued full participation in Chapter affairs, including the right to hold
28 appointive or elective offices and the right to vote, with the exception of the right to vote
29 in contract ratification and concerted activities matters.

30
31 Should such member cease to be a retired member in good standing of the
32 Association, his/her Chapter membership shall automatically terminate.

33
34 (d) **Lifetime Retired:** Any person who was a member of the Chapter at the
35 time of retirement may become a "Lifetime Retired" member of this Chapter upon
36 payment of a one-time fee of \$100.00. Such members shall be permitted to attend
37 Chapter meetings and social functions and to receive the Chapter newsletter as long as
38 they live in the local area. They shall not otherwise be accorded voice, vote or other
39 participation in Chapter affairs.

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

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

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

10
11 (b) Membership shall terminate with:

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

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

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

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

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

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

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

37
38 **Section 4. Fair Share Service Fee Payers:** Employees obligated to pay
39 either dues or fair share service fees to CSEA pursuant to organizational security
40 provisions in the collective bargaining agreement and who choose not to be Active
41 members of this Chapter shall be carried on the Chapter rolls as "Fair Share Service
42 Fee Payers". Such persons shall pay fair share service fees in an amount equal to the
43 dues required of Active members of the Chapter (less any local Chapter fees unless
44 collection of local Chapter fees has been approved by the Association) subject to
45 annual requests for advance refunds of the portion of fair share service fees that CSEA
46 determines will be used for purposes not related to collective bargaining, in accordance
47 with the policies of the Association.

1
2
3 Fair share service fee payers shall be entitled to full rights of representation in all
4 matters related to their collective bargaining agreement. They shall not, however, have
5 the right of voice, vote, or other participation in Chapter or Association affairs, unless
6 otherwise provided herein or required by law.

7
8 **Section 5. Delinquency & Resignation:**
9

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

14
15 (b) Any member failing to pay all dues owed for the current month shall be
16 deemed delinquent and shall not be considered to be in good standing until such
17 delinquency has been remitted. Any member allowing his/her arrearages for dues to
18 run over ninety (90) days shall be conclusively presumed to have resigned his/her
19 membership effective on said date and if applicable shall be subject to paragraph (a)
20 above and such action as may be provided under the collective bargaining agreement,
21 unless the Treasurer is notified thirty (30) days prior thereto that the member has not
22 resigned and arrangements for payment of arrearages are made.

23
24 (c) Members who have resigned shall, upon reapplication, be admitted as
25 new members.

26
27 **Section 6. Expulsion, Suspension, Discipline:**
28

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

33
34 (b) All matters for proposed disciplinary action against members shall be
35 referred to the Association for action, except that members may be recalled from office
36 in accordance with provisions of Article XI of this Constitution.

37
38
39 **ARTICLE III**
40 **DUES and ASSESSMENTS**

41
42 **Section 1. Association Per Capita Dues**
43

44 (a) Per capita dues to the Association for Active members shall be assessed
45 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but
46 *including* longevity, professional growth and anniversary increments), but not to exceed
47 a maximum of \$367.50 for the 12-month period commencing each September 1st and

1 continuing through the following August 31st. Said dues shall be payable by payroll
2 deduction or annually in advance direct to the Association.

3
4 (1) Payroll deduction shall commence in September of each year and
5 continue through the following August for each month the member is in a paid status, or
6 until the maximum of \$367.50 has been deducted, whichever comes first.

7
8 (2) Annual in advance payments must be remitted direct to the
9 Association's accounting office no later than September 30, or within thirty (30) days
10 following membership application for new members after September. Such annual
11 payments shall be as calculated by the Association's Accounting Office in accordance
12 with the Association's Bylaws.

13
14 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
15 Chapter shall be \$30 per year (\$3.00 per month), payable by payroll deduction during
16 each of the months September through June in which the member is in regular paid
17 status; or payable annually in advance to the Chapter Treasurer.

18
19 **Section 3.** The local Chapter dues plus the Association per capita dues equals
20 the member's total dues requirement.

21
22 **Section 4. Assessments:** No assessments shall be levied in this Chapter
23 other than those approved by three-fourths (3/4) of the Chapter membership present
24 and voting on the question by secret ballot, provided that each member has been
25 notified in writing at least ten (10) days in advance of the nature of the proposal and the
26 time, date and place where the matter will be voted on.

27
28 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the
29 Chapter without authorization of the Executive Board. All funds collected (together with
30 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)
31 working days of receipt, for deposit in the Chapter's account.

32
33
34 **ARTICLE IV**
35 **OFFICERS & EXECUTIVE BOARD/ELECTION PROCEDURES**

36
37 **Section 1. Officers:** The following officers shall be elected by and from
38 among the total Active membership of the Chapter, regardless of the location of their
39 employment:

40 President
41 1st Vice President
42 2nd Vice President (CSM/District Office)
43 2nd Vice President (Skyline)
44 2nd Vice President (Canada)
45 Secretary
46 Treasurer
47 Public Relations Officer (CPRO)
48 # Job Stewards (CSM/District Office)

1 # Job Stewards (Skyline)

2 # Job Stewards (Canada)

3 Parliamentarian

4 Political Action Coordinator (CPAC)

5 **Section 2. Executive Board:** The elected officers designated in Section 1,
6 plus the Junior Past President, shall constitute the Executive Board of this Chapter. To
7 be eligible, the Past President must have completed at least one (1) full term in office as
8 Chapter President.

9
10 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
11 the Active members of the Chapter who are in good standing.

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

16
17 (b) Nominees for the office of President also must have been employed for at
18 least three (3) previous consecutive years in a CSEA-represented position; must have
19 been elected to the Chapter Executive Board for the last two (2) previous consecutive
20 years in any combination of elective positions; and must have attended at least 60% of
21 the Executive Board and Chapter meetings within the 12-month period prior to the
22 opening of nominations.

23
24 (c) Nominees for the office of 1st Vice President also must have been
25 employed for at least three (3) previous consecutive years in a CSEA-represented
26 position; must have been elected to the Chapter Executive Board for the last two (2)
27 previous consecutive years in any combination of elective positions; and must have
28 attended at least 60% of the Executive Board and Chapter meetings within the 12-
29 month period prior to the opening of nominations.

30
31 (d) Nominees for the offices of 2nd Vice President also must have been
32 employed for at least two (2) previous consecutive years in a CSEA-represented
33 position; and must have attended at least 25% of the Executive Board and Chapter
34 meetings within the 12-month period prior to the opening of nominations.

35
36 (e) Nominees for the offices of Job Steward also must have passed the
37 Association's Basic Job Steward training class.

38
39 **Section 4. Nominating and Election Procedures:**

40
41 (a) Nominations to fill the elective offices of President, 2nd Vice President
42 (Skyline), 2nd Vice President (Canada), Treasurer, and Political Action Coordinator shall
43 be accepted in the odd-numbered years.

44
45 Nominations to fill the elective offices of 1st Vice President, 2nd Vice President
46 (CSM/District Office), Secretary, Public Relations Officer, and Parliamentarian shall be
47 accepted in the even-numbered years.

48

1 Nominations to fill the elective offices of Job Stewards (CSM/District Office), Job
2 Stewards (Skyline), and Job Stewards (Canada) shall be accepted annually.

3
4 (b) Nominations for these offices shall be accepted from the floor at the
5 October and November Chapter meetings.

6
7 (c) If, after nominations are closed at the November Chapter meeting there is
8 only one (1) nomination for an office, the single nominee shall be declared elected to
9 the office, and no balloting or other action shall be required. The Chapter President
10 shall so notify the membership in writing as soon thereafter as possible.

11
12 (d) When there is more than one (1) nominee for an office, a secret ballot
13 election shall be conducted on the day scheduled for the December Chapter meeting.
14 Balloting shall be conducted at such times and at campus site locations as determined
15 by the Chapter President in coordination with the 2nd Vice Presidents and the Elections
16 Committee. Hours for balloting shall be set so that polls will close prior to the start of
17 the Chapter meeting.

18
19 (e) Every member shall be notified, at least five (5) working days in advance
20 of the date set for balloting, of the exact location of their balloting site, the specific date
21 and time (hours) during which balloting will take place, and the candidates and offices
22 which will appear on the ballot. At least two (2) election tellers will be present at each
23 balloting site to verify voter eligibility and secure the balloting process.

24
25 (f) Immediately following the appointed hour for close of polls, the election
26 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-
27 determined location where the tally will then take place.

28
29 (g) All procedural matters relating to the site balloting process and tally shall
30 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
31 All candidates shall be permitted to appoint an observer at each site to observe the
32 balloting procedures, and each candidate or his/her representative shall be permitted to
33 observe the ballot tally.

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

41
42 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
43 sheets, tally sheets, and related election documents, including notices of nomination
44 and election, shall be retained by the Chapter Secretary for one (1) year, or until any
45 and all challenges to the election or charges of misconduct in running the election have
46 been resolved, whichever is the longer period.

47

1 A report on all actions taken by the Executive Board shall be made to the
2 membership at the next regular or special Chapter meeting, with such actions subject to
3 membership ratification if appropriate.
4

5
6 Minutes of Chapter and Executive Board meetings shall be kept on file for at least
7 five (5) years. Chapter financial records shall be kept on file for at least five (5) years.
8

9 The Executive Board shall meet monthly and at the call of the President, at such
10 times and places designated by it. The schedule of such meetings shall be established
11 in January of each year for the succeeding twelve (12) month period and shall be
12 provided to the Executive Board members. The President sets the agenda for regular
13 Executive Board meetings. The President shall call a special meeting upon the written
14 request of a majority of the Board.
15

16 A meeting notice shall precede all Executive Board meetings at least five (5)
17 days in advance to allow officers a reasonable opportunity to attend. Said notice shall
18 include a summary of the business to be acted upon, and the time, date and place of
19 the meeting. Notice for special meetings shall include the specific topic(s) for
20 discussion/action at said meeting, and unless otherwise required herein, a notice of less
21 than five (5) days, but not less than twenty-four (24) hours in advance, may be given in
22 an emergency situation.
23

24 A majority of the members of the Executive Board shall constitute a quorum.
25

26 **Section 2. Duties of Officers, General:**
27

28 (a) All Executive Board officers must attend the Officer Skills Training offered
29 by the Association for their office.
30

31 (b) Upon separation from office, an officer shall immediately turn over to
32 his/her successor or other properly designated CSEA official all books, records, money
33 and other effects of the Chapter in his/her possession.
34

35 **Section 3. President:** The President shall:
36

37 (a) Be chairperson of the Executive Board, call and preside over all meetings
38 of the Chapter and Executive Board at which s/he is in attendance.
39

40 (b) Fix the time and place of meetings except as otherwise directed by the
41 membership.
42

43 (c) Set the agenda for Chapter meetings, as noted in Article VI.
44

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

1
2 (e) Attend or send a substitute to all regional presidents' meetings (RPMs)
3 and such other meetings as required by the Association or direction of the Chapter such
4 as District Board meetings, and report back to the Executive Board and Chapter
5 membership at the next Chapter meeting, with recommendations for Chapter action or
6 as otherwise required.

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

9
10 **Section 4. 1st Vice President:** The 1st Vice President shall:

11
12 (a) In the absence or disability of the President, possess all of the powers and
13 perform all of the duties in his/her stead.

14
15 (b) At all times assist the President in the performance of his/her duties.

16
17 (c) Assume the office of President if a vacancy occurs.

18
19 (d) Coordinate the activities of the standing committees.

20
21 (e) Perform such other duties as may be assigned by the President/Executive
22 Board or ordered by this constitution.

23
24 **Section 5. 2nd Vice Presidents:** The 2nd Vice Presidents shall:

25
26 (a) At all times assist the President in the performance of his/her duties.

27
28 (b) Conduct worksite "brown bag" member meetings as needed or directed by
29 the President.

30
31 (c) Coordinate and direct the activities of the Site Representatives at their
32 worksite.

33
34 (d) Coordinate with the Job Steward(s) to ensure an appropriate level of
35 communication and coordination between these two programs.

36
37 (e) Recommend various committee appointments to the President.

38
39 (f) Coordinate appointed committees as requested by the President.

40
41 (g) 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

1 each.

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

5
6 (c) Notify members of all committees of their appointment/election.

7
8 (d) Have custody of all correspondence, official documents and historical
9 records of the Chapter, which shall be open at all times for the inspection of the
10 President or his/her agent and members of the Executive Board.

11
12 (e) Perform such other duties as normally pertain to the office of Secretary or
13 as may be assigned by the President/Executive Board or ordered by this constitution.

14
15 **Section 7. Treasurer:** The Treasurer shall:

16
17 (a) Receive all funds of the Chapter and keep and disburse same under the
18 direction of the President and as required by the Constitution & Bylaws of the
19 Association and this Chapter.

20
21 (b) Keep or cause to be kept regular books and full accounts which shall be
22 open at all times to inspection of the President or his/her agent and the Auditing
23 Committee.

24
25 (c) Provide access to all records, vouchers and statements to the Auditing
26 Committee for annual inspection at the close of each fiscal year.

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

33
34 (e) Prepare the annual PERB financial report to include the last day of the
35 fiscal year, and immediately submit same to the President for review and forwarding to
36 the Association, and the membership.

37
38 (f) Promptly process and forward membership applications and dues
39 payments to CSEA Headquarters and payroll deduction authorizations to proper district
40 office for processing.

41
42 (g) Maintain an accurate record of members in good standing, and prepare
43 such monthly reports and remittances as may be required by the Association and
44 promptly forward to CSEA Headquarters within thirty (30) days of request.

45
46 (h) Assist in preparation of the Chapter budget.

47

1 (i) Upon leaving office, sign such bank signature cards or other documents
2 necessary for the transfer of all Chapter accounts to the new Treasurer.
3

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

9 **Section 8. Public Relations Officer:** The Public Relations Officer shall:

10
11 (a) Edit and distribute a newsletter or similar publication as may be authorized
12 by the Executive Board and the Chapter membership.
13

14 (b) Write articles of interest pertaining to Chapter affairs for local newspapers
15 and official publications of the Association.
16

17 (c) Edit and maintain the Chapter website as may be authorized by the
18 Executive Board and the Chapter membership.
19

20 (d) Issue notices of all meetings of the Executive Board and Chapter, which
21 shall include notice of matters for discussion at same.
22

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

27 **Section 9. Job Stewards:** The Job Stewards shall:
28

29 (a) Attend annual training sessions for Job Stewards provided by the
30 Association and/or other appropriate training as directed by the President.
31

32 (b) Attend periodic Site Representative/Site Council meetings as directed by
33 the Chief Job Steward.
34

35 (c) Have a working knowledge of the following: collective bargaining
36 agreement, District rules and regulations as they pertain to classified employees, PERB
37 and other administrative rulings, etc.
38

39 (d) Educate bargaining unit employees about their rights under the contract
40 and determine how problems arising under the contract can best be handled.
41

42 (e) Act as the basic channel of communication between the employees and
43 the Chapter and relay specific member concerns to the Chapter's Negotiating
44 Committee for incorporation into the bargaining proposals.
45

46 (f) Investigate and prepare grievances for processing and handle grievances,
47 complaints, and other related matters for presentation to management; present

1 grievances and complaints to the employee's supervisor; be present as required during
2 other steps of the grievance procedure; and investigate possible unfair labor practices
3 and refer to Labor Relations Representatives as needed.
4

5 (g) Immediately inform the Chief Job Steward of all grievances received;
6 immediately report to the Chief Job Steward the settlement of grievances processed or
7 the failure to settle within contractual timelines.
8

9 (h) **Preserve the confidentiality** of personal grievances, resolve differences
10 among the membership in grievance handling; maintain a file on all grievances handled
11 which shall be turned over to the Chief Job Steward upon completion.
12

13 **Section 10. Parliamentarian:** The Parliamentarian shall:
14

15 (a) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
16 Association and the constitution of Chapter 33 and see that copies of same are
17 available for reference at all Executive Board and Chapter meetings, and available for
18 inspection by the general membership upon request.
19

20 (b) Advise the President and Executive Board on proper procedures such as:
21

22 (1) Parliamentary
23

24 (2) Association procedures.
25

26 (3) Chapter procedures.
27

28 (4) Additional procedures as appropriate.
29

30 **Section 11. Political Action Coordinator:** The Political Action Coordinator
31 shall:
32

33 (a) Encourage and assist the Chapter in establishing a Political Action
34 Committee.
35

36 (b) Report on CSEA legislative/political activities at Executive Board and
37 Chapter meetings, as appropriate and as requested by the President.
38

39 (c) Work with the Regional Political Action Coordinator and the Chapter
40 Public Relations Officer to coordinate communications of CSEA political and legislative
41 messages to Chapter members.
42

43 (d) Participate in lobbying legislators, school board members, and other
44 political office holders at the federal, state, local, and Chapter levels.
45

1 in good standing in attendance at any Chapter meeting for business to be conducted.
2

3
4 **ARTICLE VII**
5 **CONTROL OF FUNDS / BUDGET**
6

7 **Section 1.** All funds received shall be deposited in the name of San Mateo
8 Community College Chapter No. 33, CSEA, in such bank or other financial institution as
9 approved by the Executive Board. No funds shall be disbursed except by check, duly
10 authorized and signed by the Treasurer and the President. In the event of absence of,
11 inability to act by, or vacancy in the office of Treasurer, funds shall only be disbursed
12 upon signature of the President and one (1) of the following: 1st Vice President,
13 Secretary.
14

15 **Section 2.** The Executive Board shall prepare an annual budget for approval
16 of the Chapter membership no later than January of each year, which shall contain
17 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
18 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,
19 except that the Treasurer shall submit any single expenditure in excess of \$100 to the
20 Executive Board for prior approval. Expenditures in excess of those approved in the
21 budget must have prior approval of the Chapter membership.
22

23 **Section 3.** The President shall receive a stipend of \$134 per month to cover
24 expenses.
25

26 **Section 4.** The Treasurer shall receive a stipend of \$67 per month to cover
27 expenses.
28

29 **Section 5.** Expenses for authorized Chapter delegates to the Association's
30 Annual or Special Conferences shall be paid by the Chapter or reimbursed, if
31 necessary, as follows:
32

33 (a) Conference registration.
34

35 (b) Reasonable transportation costs.
36

37 (c) Reasonable double-occupancy housing costs. Delegates shall pay ½ the
38 cost of single-occupant housing if they request it.
39

40 (d) Per diem (for meals) in accordance with Association policies. If a meal is
41 provided with registration, the delegates shall be allowed the portion of the per diem
42 allowance for the meals not included in registration for that day.
43

44 (e) Other reasonable costs as approved by the Executive Board.
45

1 present at any meeting to constitute a quorum.

2
3 **Section 5. Terms:** Unless otherwise provided herein, the term of office for all
4 committees shall be from January 1 until the end of the Chapter and fiscal year or until
5 their successors are appointed, provided that any committee member shall
6 automatically forfeit the office if they cease to be an Active member in good standing.

7
8 **Section 6. Auditing Committee:** It shall be the duty of this committee to
9 receive and audit the books and records of the Treasurer immediately after the close of
10 each fiscal year, and at such other times as may be directed by the President, and
11 report its findings to the Chapter membership.

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

19
20 **Section 8. Membership Committee:** It shall be the duty of this committee to
21 strive for 100% CSEA membership within the represented bargaining unit(s), and to
22 prepare and execute a program designed to secure new members and stimulate
23 membership attendance at Chapter meetings on an ongoing basis.

24
25 **Section 9. Negotiating Team:**

26
27 (a) The Negotiating Committee shall consist of a chairperson as designated
28 by the Chapter President, plus members as appointed by the President.

29
30 (b) Vacancies shall be filled by appointment by the President for the
31 remainder of the original term only.

32
33 (c) **Duties:** It shall be the duty of the Negotiating Team to:

34
35 (1) Research issues and prepare and submit initial bargaining
36 proposals (including proposals on re-openers) for review and approval of members in
37 good standing of the bargaining unit(s) prior to commencement of negotiations.

38
39 (2) Negotiate the contract (including re-openers and modifications) for
40 and on behalf of the Chapter with assistance from CSEA field staff.

41
42 (3) Keep the Executive Board and the membership informed on the
43 progress of negotiations and solicit membership input where advisable.

44
45 (4) Ensure that all bargained agreements are submitted for ratification
46 of the bargaining unit(s) in accordance with Article XIII of this constitution.

47

1 **Section 10. Political Action Committee:** It shall be the duty of this committee
2 to:

3
4 (a) Develop and implement a Chapter alert system designed for emergency
5 contact of the membership when immediate Chapter action is necessary on contract
6 matters, legislative and political issues, and other items of importance to the Association
7 and Chapter.

8
9 (b) Keep the members informed about the legislative program of the
10 Association, and may recommend to the Chapter membership legislative proposals it
11 deems desirable for submission to the Association's Legislative Committee for
12 consideration and inclusion in the Association's legislative program.

13
14 (c) Work cooperatively with the Political Action Coordinator (PAC),
15 appropriate staff and PACE and Legislative Committee area representatives in
16 furtherance of the Association's legislative and political goals, rendering regular reports
17 at Chapter meetings regarding the same and recommending any Chapter support or
18 activity it considers appropriate.

19
20 (d) Encourage all members to financially support PACE of CSEA and the
21 Victory Club, and educate the membership regarding the necessity for active
22 participation in the political process in accordance with Association and Chapter goals.

23
24 (e) Make recommendations to the Chapter membership regarding
25 endorsement of candidates for school board, in accordance with the following
26 procedures:

27
28 (1) The committee shall conduct a pre-screening of candidates to be
29 recommended for endorsement, through direct interviews or questionnaires sent to the
30 candidates. Following the pre-screening process, the committee shall present its
31 recommendations for endorsement at a designated Chapter meeting for action by the
32 Chapter membership. A majority vote shall be required for endorsement.

33
34 (2) Whenever possible, the committee shall arrange for a candidates'
35 forum to provide Chapter members an opportunity to hear and question the candidates
36 on relevant issues prior to hearing the committee's recommendation and the
37 endorsement vote being taken.

38
39 (f) The committee shall determine the amount of financial support, if any, to
40 be requested from PACE of CSEA, and shall submit said request to PACE of CSEA on
41 such forms as may be required.

42
43 (g) The committee shall solicit volunteer activity by the Chapter membership
44 on behalf of endorsed candidates, and shall be responsible for coordinating and
45 directing such member activities.

46

1
2 (8) Keep the assigned Labor Relations Representative informed on all
3 grievance activity and other related matters.

4
5 (9) Ensure that the Job Stewards are trained and maintain their skills.
6

7 **Section 2. Chapter Pre-Retirement Resource Person**
8

9 (a) **Appointment:** A Chapter Pre-Retirement Resource Person shall be
10 appointed by the President and ratified by the Executive Board.
11

12 (b) **Duties:** The Chapter Pre-Retirement Resource Person shall:
13

14 (1) Direct and assist Chapter members who may need CalPERS or
15 other retirement information.
16

17 (2) Distribute information about upcoming seminars to Chapter
18 members.
19

20 (3) Encourage retiring Chapter members to join CSEA's Retiree Unit.
21

22 (4) Inform the Executive Board of Chapter members planning to
23 retirement.
24

25 (5) Encourage and assist the Chapter in promoting the pre-retirement
26 benefits.
27

28 (6) Report on CSEA and SMCCCD pre-retirement activities at the
29 Executive Board and Chapter meetings, as appropriate and as requested by the
30 Chapter President.
31

32 (7) Work with the CSEA Member Benefits Coordinator and the Chapter
33 Public Relations Officer to coordinate communications of CSEA and CalPERS pre-
34 retirement benefits to CSEA Chapter members.
35

36 (8) Attend appropriate Association training sessions as directed.
37

38 **Section 3. Site Representatives**
39

40 (a) **Appointment:** Site Representatives to serve each worksite shall be
41 appointed by the President, with input from the 2nd Vice Presidents, and ratified by the
42 Executive Board.
43

44 (b) **Duties:** The Site Representatives shall:
45

46 (1) Assist the 2nd Vice Presidents as needed.
47

1 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
2 shall be restricted to members of the Executive Board and members of the Chapter in
3 good standing who are eligible to vote on the particular recall action, authorized
4 representatives of the Association, and such witnesses as may be pertinent to the
5 action. Notice specifying time, date, and place and the specific nature/purpose of the
6 meeting shall be issued to those eligible for attendance at least ten (10) days in
7 advance.
8

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

10
11 (a) Any appointee of the President/Executive Board may be removed from
12 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
13 provided such person shall be provided at least five (5) days advance notice of the
14 reasons for removal and the time, date and place where the Board will meet to vote on
15 the matter. At said meeting the member shall be afforded an opportunity to provide
16 rebuttal argument prior to the vote being taken.
17

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

22 **Section 3. Resignation from Office**

23 (a) A resignation by an elected officer is not effective until accepted by the
24 Active members in good standing present at a Chapter meeting.
25

26 (b) A resignation by any appointee of the President/Executive Board is not
27 effective until accepted by the President/Executive Board.
28
29

30 **ARTICLE XI**
31 **DELEGATES TO CONFERENCE**

32
33 **Section 1. Delegates:** Voting delegates to an annual conference of the
34 Association (and their alternates) shall be designated from among the Active members
35 in good standing as follows:
36

37 (a) The Chapter President.
38

39 (b) Additional delegates in such number as may be authorized by the Chapter
40 for attendance, but not to exceed the total number authorized by the Bylaws of the
41 Association, shall be elected as provided in Section 2 below.
42

43 (1) **Eligibility:** Nominees must have attended at least four (4)
44 Chapter, Site, or Executive Board meetings within the 12-month period prior to the
45 nomination.
46

47 **Section 2. Election:**

1
2 (a) Nominations for the authorized delegate positions, other than the
3 President, shall be taken at the regular Chapter meeting in March.
4

5 (b) When there is more than one (1) nominee for an office, a secret ballot
6 election shall be conducted on the day scheduled for the April Chapter meeting.
7 Balloting shall be conducted at such times and at campus site locations as determined
8 by the Chapter President in coordination with the 2nd Vice Presidents and the Elections
9 Committee. Hours for balloting shall be set so that polls will close prior to the start of
10 the Chapter meeting.
11

12 (c) Every member shall be notified, at least five (5) working days in advance
13 of the date set for balloting, of the exact location of their balloting site, the specific date
14 and time (hours) during which balloting will take place, and the candidates and offices
15 which will appear on the ballot. At least two (2) election tellers will be present at each
16 balloting site to verify voter eligibility and secure the balloting process.
17

18 (d) Immediately following the appointed hour for close of polls, the election
19 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-
20 determined location where the tally will then take place.
21

22 (e) All procedural matters relating to the site balloting process and tally shall
23 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
24 All candidates shall be permitted to appoint an observer at each site to observe the
25 balloting procedures, and each candidate or his/her representative shall be permitted to
26 observe the ballot tally.
27

28 (f) It shall require a plurality vote to elect an officer. If a tie exists, the election
29 shall be determined by lot (draw) between the tied candidates. Write-in votes shall not
30 be accepted. The official ballot tally shall be provided in writing to all candidates within
31 five (5) working days, and shall be announced at the April Chapter meeting, where the
32 presiding officer shall officially declare the winning candidates or announce such other
33 action as may be necessary.
34

35 (g) All ballots, including used, unused, invalid and challenged ballots, sign-in
36 sheets, tally sheets, and related election documents, including notices of nomination
37 and election, shall be retained by the Chapter Secretary for one (1) year, or until any
38 and all challenges to the election or charges of misconduct in running the election have
39 been resolved, whichever is the longer period.
40

41 (h) Notification of nominations and election and all other procedural matters
42 relating to delegate and alternate election shall conform to Association Policy 618 and
43 shall be conducted under the supervision of the Elections Committee.
44

45 (i) Alternates in sufficient numbers for each of the authorized delegates, to
46 include an alternate for the President, shall also be elected. In the event a delegate
47 cannot attend, the alternate with the highest vote count in descending order will replace

1 the authorized delegate.
2

3 **Section 3. Responsibilities:** Delegates shall attend all conference business
4 and other sessions of importance to the Chapter. In addition, the delegates shall:
5

6 (a) Attend at least one (1) orientation meeting at the regional or area level of
7 the Association concerning the resolutions to the upcoming conference, as directed by
8 the President/Executive Board.
9

10 (b) Provide written and oral reports on conference activities to the Chapter
11 membership at the first Chapter meeting following the conference.
12

13 (c) Submit a detailed report of expenditures not provided by the Chapter to
14 the Chapter Treasurer within three (3) weeks following the conference, and if an
15 expense advance has been provided by the Chapter, reimburses the Chapter treasury
16 for advance funds not utilized for authorized purposes.
17

18 **Section 4.** Expenses shall be as described in Article VII.
19
20
21

22 **ARTICLE XII** 23 **CONTRACT RATIFICATION** 24

25 **Section 1.** Contract ratification procedures will comply with the provisions of
26 Association Policy 610.
27

28 **Section 2. Initial Proposals:**
29

30 (a) The initial bargaining proposal will be determined by a vote of the
31 membership.
32

33 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
34 shall be submitted to the Field Director and Labor Relations Representative for review.
35

36 **Section 3. Negotiated Agreement:**
37

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

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

1
2 **Section 4. Ratification Procedures:**
3

4 (a) A copy of the tentative agreement or a summary of the tentative
5 agreement, and a statement as to whether the Negotiating Committee is recommending
6 ratification or rejection of the agreement, shall be provided each CSEA member of the
7 bargaining unit(s) prior to the "contract information" meetings noted below. If a
8 summary only is provided, copies of the tentative agreement containing the exact
9 language of the proposal shall be available for review at said meeting(s).

10
11 (b) The Chapter President, in coordination with the 2nd Vice Presidents and
12 the Elections Committee, shall set the date, time and place for one or more "contract
13 information" meetings, which shall be open to attendance by all employees within the
14 bargaining unit(s), whether or not they are CSEA members.

15
16 (c) Notice of the "contract information" meeting(s) shall be issued to all
17 bargaining unit employees no later than five working days in advance of the scheduled
18 date. Distribution of said meeting notice(s) shall be at the discretion of the Chapter
19 President, utilizing any of the following methods, which it determines to be most
20 efficient:

- 21 (1) To individual bargaining unit employees utilizing the U.S. mail or
22 the employer's mail system;
23 (2) Distribution by Site Representatives or others;
24 (3) Posting in prominent locations at each worksite.

25
26 **Exception to the above:** The Association's Executive Director, or designee,
27 may approve a notice period of less than five working days upon request of the Chapter
28 President, if it is deemed an expedited ratification is advisable.

29
30 **(d) Conduct of Informational Meeting(s):**

31
32 (1) The Negotiating Committee shall review the provisions of the
33 tentative agreement and indicate its recommendations for ratification or rejection and
34 reasons therefore.

35
36 (2) If the Association recommends rejection of the tentative agreement,
37 an Association representative shall be in attendance at the meeting and shall be
38 provided ample opportunity to outline the recommendation for rejection and the reasons
39 therefore.

40
41 (3) Adequate opportunity for discussion, debate, and answering of
42 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
43 attendance shall be granted the right to participate in the discussion and debate. **They**
44 **shall not, however, have the right to make motions or vote.**

45
46 **(e) Ratification Vote:**
47

1 (1) The ratification vote shall be conducted by secret ballot at
2 designated voting sites. The location and number of voting sites and the date and times
3 for conducting the balloting shall be as determined by the Chapter President, except
4 that the balloting shall not be earlier than the day following the informational meeting(s).

5
6 (2) Only Active CSEA members in good standing employed within the
7 bargaining unit(s) shall be entitled to vote. Members shall be notified of the date,
8 time(s) and location where the balloting will be conducted for their designated site.
9 Such notice shall be issued at least five (5) working days in advance unless an
10 exception is granted by the Association's Executive Director under provisions of Policy
11 610.

12
13 (3) The balloting process and vote tally shall be conducted in
14 accordance with procedures proscribed by Association Policy 610. It shall require a
15 majority vote to ratify.

16
17 (4) The results of the balloting shall be provided to the membership no
18 later than five (5) days following the vote tally, and shall be announced at the next
19 following Chapter meeting.

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

25
26
27 **ARTICLE XIII**
28 **CONCERTED ACTIVITIES**

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

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

41
42
43 **ARTICLE XIV**
44 **AMENDMENTS TO CONSTITUTION**

45
46 **Section 1.** This Constitution shall at all times conform to all provisions of the
47 Association Constitution & Bylaws and Policy, and where any conflict should occur, the

1 Association Constitution & Bylaws and/or Policy shall prevail.
2

3 **Section 2.** Any member in good standing of the Chapter (or the Executive
4 Board) may submit a written proposal to amend this constitution (containing the exact
5 text of the proposed change) at any Chapter meeting, which shall constitute a first
6 reading. The Chapter President shall then cause the proposed amendment(s) to be
7 placed on the agenda of the next regular or a special Chapter meeting where the matter
8 will be read a second time and acted upon, and shall cause written notification of the
9 proposed amendment(s) and the date, time, and place of the designated Chapter
10 meeting to be issued to all members in good standing at least ten (10) days in advance
11 of said meeting. Said notification shall include at least a written summary of the
12 proposed changes. The exact text of the proposed changes shall be made available for
13 review by members upon request prior to the second reading if not provided with said
14 notification, and shall be distributed to all members in attendance at the second reading.
15

16 **Section 3.** Approval by two-thirds (2/3) of the Active members in good
17 standing present and voting at the second reading shall be required to adopt the
18 amendment(s). If the amendment relates to a revision of Chapter dues, the vote shall
19 be conducted by secret ballot.
20

21 **Section 4.** All amendments shall be submitted to the Association's Executive
22 Director immediately following their adoption by the Chapter. **No amendment shall**
23 **become operative until approved by the Executive Director, or designee, or action**
24 **of the Association's Board of Directors in accordance with Article III, Section 8 of**
25 **the Association's Constitution.**
26
27

28 **ARTICLE XV**

29 **DISBANDMENT OF CHAPTER**

30

31 **Section 1.** Should the Chapter disband for any reason, all financial accounts
32 shall be transferred to the control of the Association, and a final audit of the financial
33 books and records of the Chapter shall be made in conjunction with the Association's
34 Analyst/Auditor. Upon conclusion and certification of such audit, final distribution of
35 funds shall be as follows:
36

37 (a) All outstanding obligations of the Chapter shall be promptly paid.
38

39 (b) All funds due and owing the Association shall be promptly remitted to the
40 Association's general fund.
41

42 (c) Funds then remaining shall then be distributed for purposes as
43 appropriate and authorized in accordance with provisions contained in Association
44 Policy 612.
45
46

47 **ARTICLE XVI**

1 **PARLIAMENTARY AUTHORITY**
2

3 The rules contained in the current edition of *Robert's Rules of Order, Newly*
4 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this
5 constitution, the Constitution & Bylaws or Policy of the Association, and any special
6 rules the Chapter may adopt.
7

8 **ARTICLE XVII**
9 **FISCAL YEAR**
10

11 The fiscal year of this Chapter shall extend from January 1 through December
12 31, inclusive.
13