



January 30, 2023

Policy Bulletin 1-23

POLICY HANDBOOK – REVISED PAGES

Action item for all: Insert the attached, revised pages in your copy of the August 2022 edition of the Policy Handbook.

A. SUBJECT MATTER

Policy revisions as adopted by the Board of Directors as outlined below:

- 1. Policy 127.** As revised, Policy 127 allows for CSEA's policies to conform with changes in the AFL-CIO's delegate entitlement formula and modifies the end of convention report. (B/D 1/21/23)
- 2. Policy 128.** As revised, Policy 128 allows for CSEA's policies to conform with changes in the California Labor Federation's delegate entitlement formula and modifies the end of convention report. (B/D 1/21/23)
- 3. Policy 609.** As revised, Policy 609 expands applicable refunds, adds an interest protection for claimants, and revises minimum claim. (B/D 1/21/23)
- 4. Policy 614.** As revised, Policy 614 revises minimum claim to be consistent with other policies. (B/D 1/21/23)

B. REQUIRED ACTION

- 1. For All:** Update your copy of the August 2022 edition of the Policy Handbook (CSEA Publication 205) according to instructions in the attached Filing Guide.
- 2. Regional Representatives & Labor Relations Representatives:** For discussion at RPMs and chapter meetings. Ensure that chapter leadership have received and are using the August 2022 edition of the Policy Handbook, and that they have received this bulletin and inserted the attached revised pages.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Keith Pace
Executive Director

KP:DC:dmc

Attachments: Filing Guide January 2023
Policy Handbook Revised Pages

DISTRIBUTION: Board of Directors; Alternate Area Directors; Committee Chairperson & Members; Regional Officers; Retiree Unit Executive Board; Chapter Executive Boards; Chapter Communication Officers; Chapter Political Action Coordinators; Webmasters; Retiree Council Presidents; Life Member & Honor Roll Recipients; All Staff

California School Employees Association

POLICY HANDBOOK

POLICY BULLETIN 1-23

January 2023

New Policy Handbook pages issued with this
bulletin are dated **January 2023**

FILING GUIDE January 2023

The boldface headings on the left below correspond to the major section headings in your Handbook. **IMPORTANT:** Be sure to discard outdated pages (column 1 below) and insert new pages (column 2 below).

	Discard these pages	Insert these pages
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1 When a website is suspended, the responsible party will be notified as soon as possible.
 2 Within fifteen (15) days of the website suspension, the Association President will seek
 3 ratification of this action from the Board of Directors. The Association President will
 4 also cause a letter to be generated to the responsible party within the same fifteen (15)
 5 day period. This letter shall outline the reasons for the website suspension and what the
 6 responsible party must do to again have the website reactivated.
 7

8 .4 In recognition of the fact that information on the Internet can be read, copied and
 9 redistributed by any person who has access to the Internet, a CSEA member's contact
 10 information shall not be published without the member's prior permission.

11 .5 The CSEA name and logo may only be used in a manner that reflects positively on the
 12 Association. In addition, the CSEA name and logo may not be altered in any way, nor
 13 may the logo be resized in a way which changes the original proportions.
 14

15 .6 A CSEA website and its links shall not be used to promote or advertise any individual's
 16 candidacy for any CSEA Association, Area, Retiree District, or chapter-elected office.
 17

18 .7 The Association allows Area Directors, Standing Committees, Retiree Unit Executive
 19 Board, and Regional Representatives to maintain other types of official web presences
 20 (such as social media sites and blogs). These too shall be considered official publications
 21 of the Association subject to all the conditions of their official website as set forth in this
 22 Policy.
 23

24 .8 For information on chapter websites, see Policy 622.
 25
 26
 27

28 124 STALE-DATED CHECKS

29 *Revised October 2008*

30 .1 Checks issued by CSEA will be voided six (6) months after their issue date.
 31

32 .2 CSEA may reissue unpaid checks upon request of the payee; however, any bank fees,
 33 including stop payment charges, will be deducted from the amount, unless the
 34 Association is legally prohibited from making the deduction.
 35

36 Chapters and members shall be required to submit an Authorization Agreement for
 37 Automatic Deposits (Credits) form prior to the reissue of funds to the chapter or
 38 members.
 39
 40

41 125 RETURNED CHECKS

42 *Adopted July 2002*

43 .1 The amount of a returned check, plus bank and collection fees, returned by the issuer's
 44 financial institution unpaid will be deducted from any expense reimbursement checks
 45 due to the issuer. If the funds cannot be recovered by deduction from an expense
 46 reimbursement, then CSEA will attempt to collect the debt including sending the debt to
 47 a collection agency for recovery.
 48
 49

50 .2 Persons who have not honored returned checks issued to CSEA will not be allowed to
 51 issue checks to CSEA for payment until the debt, including charges and fees, is cleared.
 52
 53
 54
 55
 56

1 **126 CSEA SHIELD**

2 *Adopted December 2002 – Revised March 2016*

3
4 .1 The CSEA Shield shall be described as:

5
6 On a field of royal blue, a gold California brown bear stands at the honor point facing
7 left. Under the bear, a gold ribbon with “CSEA” running across from left to right. At the
8 middle base, a gold wreath with two branches (with ten leaves each) crossed lifted toward
9 the top. “AFL-CIO” shall be placed below the shield in a simple sans serif font.

10
11 .2 The CSEA Shield may only be used in a manner that reflects positively on the
12 Association. The Shield may not be resized in a way which changes the original
13 proportions.
14

15
16 **127 CSEA DELEGATES/ALTERNATES TO AFL-CIO CONVENTION**

17 *Revised January 2023*

18
19 .1 **Intent**

20
21 This policy provides a procedure to select CSEA’s delegates and alternates at applicable
22 AFL-CIO Conventions.
23

24 .2 **Selection System**

25
26 .01 CSEA delegates and delegate alternates to AFL-CIO conventions shall be selected
27 by a subcommittee of the Board of Directors. The Board of Directors shall ratify the
28 selected delegates and alternates.
29

30 .02 **Application Process.** Application forms shall be available for CSEA delegates at
31 CSEA Annual Conferences. In addition, the application form shall be distributed via
32 a General Information Bulletin (GIB) and available on the CSEA website. The forms
33 shall be due at least four months before the AFL-CIO Convention.
34

35 .03 **Delegates**

36
37 (a) The Association President is an automatic delegate. The Association President
38 or his/her designee shall be the chairperson of the CSEA delegation.
39

40 (b) The 1st and 2nd Vice Presidents are automatic delegates. If the office of 1st
41 Vice President or the office of 2nd Vice President is vacant, the Association
42 Secretary shall be an automatic delegate.
43

44 (c) The AFL-CIO Vice President from CSEA shall be an automatic delegate.
45

46 (d) The Board shall select one (1) additional Board member, by lot, to attend as a
47 delegate. If there is no AFL-CIO Vice President from CSEA, another Board
48 member shall be selected, by lot, to attend as a delegate.
49

50 (e) *Additional* delegates shall be selected from the membership-at-large, from the
51 eligible member applicants, *in a number that provides no more than the*
52 *remainder of CSEA’s total delegate entitlement.* Board members are not
53 eligible for the membership-at-large delegate seats.
54
55
56

1 **.04 Delegate Alternates**

- 2
- 3 (a) *Delegate* alternates shall be selected from the Board of Directors by lot *and*
- 4 from the membership-at-large from the eligible member applicants *in a*
- 5 *number to be determined by the Board of Directors. Delegate* alternates shall
- 6 attend the AFL-CIO Convention.

7

8 **.3 Criteria**

- 9
- 10 .01 To be eligible, members must have maintained Active (or Active Retired)
- 11 membership in good standing in CSEA, including the Retiree Unit, for at least three
- 12 (3) years prior to their selection. Active membership in good standing must also be
- 13 maintained from selection through the duration of the AFL-CIO Convention. During
- 14 these three (3) years, the member must have been involved in CSEA activities at the
- 15 chapter (or retiree council), regional (or retiree district), and/or Association level.
- 16
- 17 .02 Must have attended a CSEA Annual Conference as a delegate at least once in the
- 18 five (5) year period prior to the AFL-CIO Convention.
- 19
- 20 .03 Must be available to attend the entire AFL-CIO Convention.
- 21
- 22 .04 Must be able and willing to be an “ambassador” for CSEA. To this end, the delegate
- 23 should be articulate, assertive, and accountable; must be knowledgeable about CSEA
- 24 programs, issues, and political agenda; and must have displayed loyalty to CSEA.

25

26 **.4 Diversity**

27

28 The Association shall strive to achieve a diverse delegation to AFL-CIO Conventions.

29 The Application form shall contain a statement stating this goal.

30

31 **.5 Expenses**

32

33 The Association shall pay travel, housing, per diem, and registration fees per Association

34 Policies 113, 114, and 115. The Association shall provide paid release time for delegates

35 and alternates.

36

37 **.6 Orientation**

38

39 Prior to the AFL-CIO Convention, all delegates and alternates shall attend an orientation

40 on CSEA's issues and political agenda. The chairperson of the delegation shall review

41 the Convention's agenda and discuss the AFL-CIO/CSEA relationship.

42

43 **.7 Delegate and Delegate Alternate Removal**

44

45 If the Association President becomes aware of any circumstance that may necessitate the

46 removal of a delegate (or delegate alternate) selected from the membership-at-large, the

47 Association President shall cause the matter to be immediately investigated. If the

48 investigation results in a recommendation to remove the delegate (or delegate alternate),

49 the President shall notify the delegate (or delegate alternate), via certified mail to his/her

50 last known address, of the findings and recommendation.

51

52 The delegate (or delegate alternate) shall be given the right to refute the findings and

53 recommendation. The refutation must be in writing and received by the Association

54 President within ten (10) working days of the postmark date of the notification.

55

56

1 No later than the next regular Board meeting, the Association President shall provide a
 2 copy of the findings/recommendation and refutation (if provided) to the Board of
 3 Directors for final action.

4
 5 The Association President shall notify the delegate (or delegate alternate), via certified
 6 mail, within five (5) working days of the Board's final action.

7
 8 **.8 Report**

9
 10 *The Association President shall select a member from CSEA's delegation to make a*
 11 *report to the Board and to the membership at a subsequent Board meeting.*

12
 13
 14 **128 CSEA DELEGATES/ALTERNATES TO CALIFORNIA LABOR FEDERATION**
 15 **CONVENTION**

16 *Revised January 2023*

17
 18 **.1 Purpose.** This policy provides a procedure to select CSEA's delegates and alternates at
 19 applicable California Labor Federation (CLF) conventions.

20
 21 **.2 Selection System**

22
 23 **.01** CSEA delegates and delegate alternates to CLF conventions shall be selected by a
 24 subcommittee of the Board of Directors. The Board of Directors shall ratify the
 25 selected delegates and alternates.

26
 27 **.02 Application Process.** Application forms shall be available for CSEA delegates at
 28 CSEA Annual Conferences. In addition, the application form shall be distributed via
 29 a General Information Bulletin (GIB) and available on the CSEA website.

30
 31 **.03 Delegates.**

32
 33 (a) The Association President is an automatic delegate. The Association President
 34 or his/her designee shall be the chairperson of the CSEA delegation.

35
 36 (b) The 1st and 2nd Vice Presidents are automatic delegates. If the office of 1st
 37 Vice President or the office of 2nd Vice President is vacant, the Association
 38 Secretary shall be an automatic delegate.

39
 40 (c) The Board shall select two (2) additional Board members, by lot, to attend as
 41 delegates.

42
 43 (d) *Additional* delegates shall be selected from the membership-at-large, from the
 44 eligible member applicants *in a number that provides no more than the*
 45 *remainder of CSEA's total delegate entitlement.* Board members are not
 46 eligible for the membership-at-large delegate seats.

47
 48 **.04 Delegate Alternates.**

49
 50 (a) *Delegate* alternates shall be selected from the Board of Directors by lot *and*
 51 *from the membership-at-large from the eligible member applicants in a number*
 52 *to be determined by the Board of Directors.* *Delegate* alternates shall attend the
 53 CLF Convention.

54
 55
 56

1 .05 **CLF COPE Conventions.**

2
3 As assigned, selected delegates shall also attend CLF COPE (Committee on Political
4 Education) Conventions.

5
6 .3 **Criteria**

7
8 .01 To be eligible, members must have maintained Active (or Active Retired)
9 membership in good standing in CSEA, including the Retiree Unit, for at least three
10 years prior to their selection. Active membership in good standing must also be
11 maintained from selection through the duration of the CLF Convention. During these
12 three (3) years, the member must have been involved in CSEA activities at the
13 chapter (or retiree council), regional (or retiree district), and/or Association level.

14
15 .02 Must have attended a CSEA Annual Conference as a delegate at least once in the
16 five (5) year period prior to the CLF Convention.

17
18 .03 Must be available to attend the entire CLF Convention.

19
20 .04 Must be able and willing to be an “ambassador” for CSEA. To this end, the delegate
21 should be articulate, assertive and accountable; must be knowledgeable about CSEA
22 programs, issues and political agenda; and must have displayed loyalty to CSEA.

23
24 .4 **Diversity**

25
26 The Association shall strive to achieve a diverse delegation to CLF Conventions. The
27 Application form shall contain a statement stating this goal.

28
29 .5 **Expenses**

30
31 The Association shall pay travel, housing, per diem, and registration fees per Association
32 Policies 113, 114, and 115. The Association shall provide paid release time for delegates
33 and alternates.

34
35 .6 **Orientation**

36
37 Prior to the CLF Convention, all delegates and alternates shall attend an orientation on
38 CSEA's issues and political agenda. The chairperson of the delegation shall review the
39 convention's agenda and discuss the CLF/CSEA relationship.

40
41 .7 **Delegate and Delegate Alternate Removal**

42
43 If the Association President becomes aware of any circumstance that may necessitate the
44 removal of a delegate (or delegate alternate) selected from the membership-at-large, the
45 Association President shall cause the matter to be immediately investigated. If the
46 investigation results in a recommendation to remove the delegate (or delegate alternate),
47 the President shall notify the delegate (or delegate alternate), via certified mail to his/her
48 last known address, of the findings and recommendation.

49 The delegate (or delegate alternate) shall be given the right to refute the findings and
50 recommendation. The refutation must be in writing and received by the Association
51 President within ten (10) working days of the postmark date of the notification.

52
53 No later than the next regular Board meeting, the Association President shall provide a
54 copy of the findings/recommendation and refutation (if provided) to the Board of
55 Directors for final action.
56

128 .7

1 The Association President shall notify the delegate (or delegate alternate), via certified
2 mail, within five (5) working days of the Board's final action.
3

4 .8 **Report**

5
6 *The Association President shall select a member from CSEA's delegation to make a*
7 *report to the Board and to the membership at a subsequent Board meeting.*
8
9

10 **129 EXHAUSTION OF INTERNAL REMEDIES WITHIN CSEA PRIOR TO FILING SUIT**

11 *Adopted October 2018*

12
13 .1 The internal remedies provided by this Policy Handbook must be exhausted before a
14 member, chapter or Association or their officers or staff ("covered party") sues another
15 covered party over a claim for which a remedy may be provided by such internal
16 proceeding, except to the extent the Association is barred by law from requiring such
17 exhaustion.
18

19 .2 If a covered party violates this exhaustion requirement, that party shall be liable for the
20 other party's attorney fees and expenses in any action filed before exhausting all internal
21 remedies, unless such fee award is barred by law.
22

23 .3 The statute of limitations shall not advance during the time internal remedies are pursued.
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- 1 .5 Changes in this policy which would substantially alter its intent may only be effected by
 2 action of the delegates to an Annual or Special Conference of the Association.
 3
 4

5 **609 REFUND FOR OVERPAYMENT OF DUES**

B-VII

6 *Revised January 2023*
 7

- 8 .1 The Association recognizes that occasionally and for various reasons, chapters/employers
 9 remit dues payments *in excess of those required by the governing documents of CSEA and*
 10 *its chapters*, and that appropriate refunds should be made.
 11
 12 .2 Refund of overpayment of dues will be made only on the following basis:
 13
 14 .01 **100 Percent Refund.** All verified claims for refund of overpayment by the
 15 chapter/employer will be fully refunded on overpayments occurring within 12 months
 16 of the date of the claim.
 17
 18 .02 **Administrative Charge.** An administrative charge of not less than \$50 nor more than
 19 \$150, dependent upon the number of overpayments claimed and the length of time
 20 involved shall be made *for claims* of between 12 months *and* 36 months. *The*
 21 *Executive Director may waive the administrative charge.*
 22
 23 .03 **Non-Entitlement.** No refund for overpayment which occurred prior to 36 months
 24 from the date of the claim shall be made. *As the cost to CSEA of generating and*
 25 *mailing a refund check is more than two dollars (\$2.00) per check, no refund shall be*
 26 *made for overpayments of less than two dollars.*
 27
 28 .3 Interest shall be included in refunds only when a member has had more dues than the
 29 annual cap deducted by their district and CSEA has not refunded such dues for more than
 30 six (6) months, in which event interest shall be paid at the federal funds rate at the end of
 31 the fiscal year in which the cap was exceeded.
 32
 33 .4 *Refunds for dual chapter members are addressed separately by Policy 614.*
 34
 35

36 **610 COLLECTIVE BARGAINING**

B-XII

37 *Revised January 2022*
 38

- 39 .1 **Purpose.** In order to protect members' statutory rights to participate in the activities of this
 40 Union, every chapter of this Association shall negotiate a contract covering wages, hours
 41 and other terms and conditions of employment with the employer. The purpose of this
 42 policy is to ensure that negotiated agreements, as described in Section .8 of this policy, are
 43 properly approved by the chapter's membership and the Association.
 44
 45 .01 **Petitions for Recognition.** Any petition submitted by a chapter of this Association
 46 seeking exclusive recognition (including a petition seeking decertification of another
 47 organization) under the laws of this state and rules of the Public Employment
 48 Relations Board (PERB) shall seek recognition for "The California School Employees
 49 Association and its (name) Chapter (number)."
 50
 51 .02 **Collective Bargaining Agreements.** All collective bargaining agreements shall
 52 provide that the agreement is between the employer and "The California School
 53 Employees Association and its (name) Chapter (number)."
 54
 55
 56

1 .2 **Failure to Adhere to Policy.** Should chapter officers fail to adhere to this policy, it shall
 2 be grounds for their expulsion from membership or removal from office under Article II,
 3 Section 7, of the Association Constitution upon charges being brought and sustained by
 4 the Board of Directors that they have intentionally and knowingly violated the provisions
 5 of Policy 610.

6
 7 .3 **Initial Proposals**

8
 9 .01 Each chapter, when negotiating a full contract, shall survey its membership for
 10 recommendations of its initial bargaining proposal.

11
 12 .02 Each chapter will forward a copy of its initial bargaining proposal to the Field Director
 13 and Labor Relations Representative before it is presented to the membership for
 14 approval. When it is available, a copy of the employer's initial proposal will also be
 15 provided to the Field Director and Labor Relations Representative. As soon as it is
 16 practical, the Field Director shall review the initial proposals and advise the chapter
 17 of any concerns as well as identify resources that may be helpful to the chapter in
 18 negotiations.

19
 20 .03 **Each chapter shall ensure that initial bargaining proposals are determined by a**
 21 **vote of the membership.**

22
 23 Initial proposals shall meet the requirements of the Public Employment Relations
 24 Board and shall include sufficient information concerning subjects to be discussed
 25 during negotiations.

26
 27 If there is more than one bargaining unit in a chapter, the chapter leadership shall
 28 ensure that the initial bargaining proposals are determined by a vote of the
 29 membership of each appropriate unit.

30
 31 .4 Prior to a chapter beginning the negotiations process, the Labor Relations Representative
 32 will review the procedures for ratification, as described in this Policy, with the Chapter
 33 leadership.

34
 35 .5 The employer shall be notified of CSEA's negotiations and ratification process and
 36 procedures at the outset of negotiations.

37
 38 .6 **Merged Bargaining.** Merged bargaining with pooled voting is an alternative form of
 39 negotiation and ratification for chapters with more than one bargaining unit. The
 40 provisions for merged bargaining and pooled voting are detailed in Section .11 of this
 41 policy.

42
 43 .7 **Bargaining**

44
 45 .01 If the Association becomes aware of a bargaining issue during the chapter's
 46 negotiations process that could be detrimental to the chapter and/or its members, the
 47 Field Director may call a meeting with the chapter's Executive Board and negotiating
 48 team/committee to discuss the issue and possible solutions.

49
 50 .02 The Association has the right, as the exclusive representative, to require that a Labor
 51 Relations Representative and/or other Association representative attend any meeting
 52 associated with collective bargaining including, but not limited to, bargaining
 53 sessions, caucuses, grievance meetings, and bargaining preparation meetings with
 54 chapter representatives and/or the employer.

1 .03 Negotiating Committee shall provide the chapter membership an update following
2 each negotiation session with the employer.
3

4 .04 Waiver of Essential Association Rights
5

6 (a) No Chapter may enter into a clause binding the Association to pay any part of
7 the expenses of arbitration or other hearing before any outside hearing officer
8 unless such clause also provides that the Association must have approved the
9 request for arbitration or hearing.
10

11 (b) No Chapter may enter into a Management Rights Clause waiving an Essential
12 Bargaining Right of the Association without the Association’s prior approval.
13 The initial determination for the Association shall be made by the Field Director,
14 but it shall be appealable to the Director of Field Operations and Board using the
15 procedures set forth in Policy 615. “Essential Bargaining Right” means a CSEA
16 right under EERA to negotiate over a management decision, including
17 contracting-out of unit positions.
18

19 **.8 Negotiated Agreements**
20

21 .01 All negotiated agreements shall be reviewed by the Labor Relations Representative
22 and the Field Director. No chapter shall enter into a negotiated agreement or take a
23 formal ratification vote, until it has been reviewed by the Labor Relations
24 Representative and the Field Director.
25

26 (a) Negotiated agreements include any collective bargaining agreements,
27 modifications thereof, memorandums of understanding, side letters, letters of
28 understanding, or other contracted arrangements between the chapter and the
29 employer.
30

31 .02 Every negotiated agreement shall be signed by both the Association and its chapter.
32

33 (a) For purposes of this Policy, the following are not required to be ratified by the
34 chapter’s membership:
35

36 (1) Settlements resulting from unfair practice charges, grievance procedures,
37 PERB proceedings or Administrative determination unless they would
38 change the collective bargaining agreement or the intent thereof as
39 determined by the Field Director.
40

41 (2) An “Appalachian-Shale” agreement with the District, setting the new term
42 of the agreement, can be signed by the Chapter President with the approval
43 of the chapter’s Executive Board. However, any re-opener modification to
44 the agreement shall follow the regular ratification procedures, as described
45 herein.
46

47 (3) Individual reclassifications or creation of new positions when accomplished
48 utilizing reclassification procedures contained within a ratified collective
49 bargaining agreement.
50

51 (4) Agreements implementing changes to law.
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1 .9 **Ratification Procedures**

2
3 .01 When the chapter, any chapter officer or chapter negotiating committee (by whatever
4 name) has negotiated any agreement, it shall, prior to submitting the agreement to the
5 bargaining unit members for ratification or rejection, submit one copy to the Labor
6 Relations Representative assigned to the chapter.

7
8 .02 Upon receipt of the negotiated agreement, the Labor Relations Representative shall
9 provide a copy of the Agreement to the Field Director.

10 (a) Negotiated agreements must be reviewed by the Labor Relations Representative
11 and the Field Director before a chapter takes a formal ratification vote.

12
13
14 .03 The Field Director shall forward to the Chapter President, without delay, a review that
15 determines whether the Agreement is in compliance with applicable laws, CSEA's
16 Constitution and Bylaws, and/or policies of the Association. If the review
17 recommends disapproval, the Field Director shall include the specific reasons as to
18 why such a recommendation is being made. In cases where a verbal review is
19 necessary, the Field Director shall immediately follow up such verbal review in
20 writing to the Chapter President. The review letter shall be provided in writing to the
21 Chapter President prior to the ratification meeting.

22
23 .04 After receipt of the aforementioned written review from the Field Director, the
24 Chapter President, in accordance with Article XII, Section 3, of the Association
25 Bylaws, shall call a meeting of all CSEA members of the bargaining unit(s) at which
26 the leadership shall outline all the provisions of the negotiated agreement and provide
27 an opportunity for discussion, debate, answering of questions, and voting.

28
29 Non-members shall only be allowed such participation in the ratification process
30 complying with the minimum requirements of the law as approved by a vote of chapter
31 members. They shall not have the right to make motions or vote.

32
33 Chapter leadership shall not cause an unreasonable and unjustifiable delay in
34 scheduling a ratification meeting, following Field Director review.

35
36 (a) Such meetings shall be open to attendance by all CSEA members of the
37 bargaining unit(s).

38
39 (b) If the Association is recommending rejection of the negotiated agreement, an
40 Association representative shall be in attendance at the ratification meeting and
41 shall be provided ample opportunity to outline the rejection and reasons
42 therefore.

43
44 (c) If the chapter's constitution (as approved by the Association) specifies voting by
45 mail or online balloting, the meeting described herein shall be a contract
46 information meeting with balloting to begin no sooner than the day after the
47 informational meeting. If the chapter's constitution as approved by the
48 Association specifies for voting by site ballot, the meeting described herein shall
49 be a contract information meeting with balloting to occur no sooner than the day
50 after the informational meeting.

51
52 (1) Chapters may choose to have more than one (1) contract information
53 meeting.

.05 The meeting notice shall be issued to all bargaining unit members no later than five (5) working days before the scheduled meeting.* The chapter executive board shall determine the most efficient means of distributing the notice, which may be to individual bargaining unit members utilizing the district mail system, distribution by site representatives or others, or by posting in prominent location(s) at each work site.

* The Executive Director, or designee, may approve a notice period of less than five (5) working days, upon request of the chapter executive board and the concurrence of the Field Director.

.06 In addition to the meeting notice, the chapter shall provide each CSEA member of the bargaining unit(s): (1) a copy of the negotiated agreement, or a summary of the negotiated agreement; and (2) a statement indicating that the Negotiating Committee recommends ratification of the negotiated agreement.

(a) The Negotiating Committee shall not recommend rejection of a negotiated agreement reached under good faith bargaining, unless in reference to an employer’s last, best, final offer.

.10 **Ratification Vote**

The ratification vote shall be by secret ballot conducted in accordance with procedures as specified in the chapter’s constitution as approved by the Association:

.01 **Voting by CSEA members in good standing of the appropriate bargaining unit(s) present at a ratification meeting conducted in accordance with Section .9, above.**

(a) The meeting notice shall include appropriate information and notification that the secret ballot vote on ratification will be conducted at the meeting, and shall contain the times allotted for discussion/debate, and the times during which voting will take place.

(b) Polls for voting shall not be opened until the period for discussion/debate has begun.

(c) At least two (2) Tellers shall be appointed to conduct the balloting. Tellers shall verify CSEA membership in good standing and members shall sign or initial for receipt of the ballot next to their name on the membership list. Ballots shall be deposited in a closed ballot box. **Bargaining unit members who are not members of CSEA shall not be permitted to vote.**

(d) Absentee or proxy votes shall not be permitted.

(e) Ballots shall be tallied and results announced prior to close of the meeting.

.02 **Voting by mail ballot.**

(a) Ballots and return addressed envelopes, together with instructions for completion and return to a designated chapter officer (election official), shall be distributed to all CSEA members in good standing of the appropriate bargaining unit(s).

(b) Ballots shall be mailed via First Class, U.S. Postal Service, to the member’s home address, at least ten (10) calendar days in advance of the date set for receipt of the completed ballot by the designated official.

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- (c) A double envelope system for return shall be used, providing a space for signature, CSEA member number, and other identification of the voter on the outside of the return addressed envelope to verify voter eligibility.
- (d) At least two (2) Tellers shall be appointed to oversee the election process and conduct the vote tally.
- (e) Any and all costs of mail balloting shall be the sole responsibility of the chapter.

.03 Voting by site ballot.

- (a) The location(s) and number of voting sites and the date and times for conducting the balloting shall be determined by the Executive Board.
- (b) At least two (2) Tellers shall be appointed to conduct the balloting at each voting site. Listings of members in good standing eligible to vote at each of the designated voting sites shall be provided to the Tellers.

The list shall be broken down into separate lists containing only the names and other appropriate identification of members eligible to vote at each particular voting site.

- (c) Members shall be notified at least five (5) working days in advance of the date, time(s) and location where the balloting will be conducted for their designated site. Notice may be by any of the means listed in Section .9.05 of this policy. The Executive Director, or designee, may approve a notice period of less than five (5) workings days upon request of the Executive Board.
- (d) Tellers shall verify CSEA membership in good standing and the members shall sign for receipt of the ballot next to their name on the voter list. Ballots shall be deposited in a closed ballot box.
- (e) Members shall be required to cast their ballots at their designated voting site only.

Voters whose names are not on the site list shall be permitted to cast a challenged ballot, which shall be placed in an appropriately identified envelope, sealed and set aside until all other votes have been tallied. If the number of challenged ballots could affect the outcome of the vote, voter eligibility shall be determined and valid ballots then counted.

- (f) Ballots shall be counted and verified separately for each voting site, prior to combining the count for the final tally. However, each site’s ballots shall not be tallied separately.

Counting ballots means to count the number of ballots cast without unfolding the ballots and without viewing how the ballot was marked. Tallying ballots means to unfold and tally the results of the ballots.

.04 Voting by online ballot.

- (a) An online ballot shall be requested from the CSEA Executive Department prior to the commencement of online balloting.

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- (b) Notice of online balloting, along with the appropriate information needed to cast an online ballot (such as member identification and password), at least five (5) working days in advance of the date set for online balloting to close, shall be mailed via U.S. First Class mail to each CSEA member in good standing of the appropriate bargaining unit(s) at his/her last known home address, except that notice may be e-mailed to such members who have an email address on file with the chapter.
- (c) Chapters shall ensure that a ratification vote conducted via online balloting shall be open on the same day the ratification notice is mailed or emailed and shall remain open until the date set to close.
- (d) Any and all costs of online balloting shall be the sole responsibility of the chapter.

.11 Chapters with More Than One Bargaining Unit.

.01 Merged Bargaining. Merged bargaining with pooled voting is an alternative form of negotiation and ratification for chapters with more than one bargaining unit.

- (a) Prior to submission of the initial proposals to the employer, each bargaining unit shall separately determine whether negotiations for the units should be merged, including a pooled ratification vote, or whether negotiations will be considered separate for each unit and thereby subject to separate, independent ratification votes by each unit.
- (b) The employer shall be notified of the agreed-upon ground rules for ratification at the outset of negotiations.
- (c) No bargaining unit can be included in merged negotiations without its consent. Once consent is given, no unit can withdraw from merged negotiations for that contract without the consent of all parties including, if initial proposals have been submitted to the employer, the consent of the employer.

.02 Negotiated Agreement and Ratification Vote. Each unit shall vote separately on ratification of the negotiated agreement unless the units have agreed to pooled voting.

When voting separately, each unit shall use separate colored ballots and each unit’s vote tallied separately.

.12 Violations of Ratification Policies and Procedures

.01 If, within six (6) months of a ratification vote, the Field Director determines that a ratification procedure violated policies and procedures of the Association assuring fair representation, s/he may order that the results of the ratification vote be set aside and a new ratification vote be conducted.

.02 A chapter may appeal the Field Director’s decision to set the results of the ratification vote aside. Such appeal shall be in writing, addressed to the Association President with a copy to the Executive Director, postmarked within ten (10) calendar days of the date of the notice from the Field Director, and shall stipulate the reasons why the chapter believes the results of the original ratification vote should stand.

1 Within five (5) working days, the appeal will be considered by the Association
2 President or his/her designee, the concerned Area Director, and the Executive Director
3 or his/her designee, with the decision referred to the CSEA Board of Directors for
4 ratification at its next meeting. (If the Area Director is a member of the appealing
5 chapter, the Association President may appoint another Board member to consider the
6 appeal.)
7

8 Immediately following action on the appeal, the Executive Director shall cause the
9 Director of Field Operations, Field Director, Labor Relations Representative,
10 Regional Representative and Chapter President to be orally notified of the approval
11 or denial of the appeal, and shall issue a follow-up written notification to all
12 concerned.
13

14 **.13 Ratification Over Objection of Association**
15

16 If ratification is properly approved over the objection of the Association representative,
17 the Association shall sign the negotiated agreement thereto together with authorized
18 chapter personnel, unless one or both of the following exist:
19

20 .01 The negotiated agreement contains provisions which are unlawful.
21

22 .02 The negotiated agreement is in violation of CSEA’s Constitution & Bylaws, Policies,
23 or procedures of the Association assuring fair representation.
24

25 (a) If within six (6) months of a ratification vote, the Field Director determines that
26 a negotiated agreement violates law and/or CSEA’s Constitution & Bylaws,
27 Policies, or procedures of the Association assuring fair representation, s/he may
28 prohibit the negotiated agreement from taking effect and/or considered for
29 ratification, including informing the employer that the specific negotiated
30 agreement is not legal and/or violates CSEA’s Constitution & Bylaws, Policies,
31 or procedures of the Association assuring fair representation.
32

33 (b) A chapter may appeal the Field Director’s decision to prohibit the negotiated
34 agreement from taking effect and/or considered for ratification. Such appeal
35 shall be in writing, addressed to the Association President with a copy to the
36 Executive Director, postmarked within ten (10) calendar days of the date of the
37 notice from the Field Director, and shall stipulate the reasons why the chapter
38 believes the results of the original ratification vote should stand.
39

40 Within five (5) working days, the appeal will be considered by the Association
41 President or his/her designee, the concerned Area Director, and the Executive
42 Director or his/her designee, with the decision referred to the CSEA Board of
43 Directors for ratification at its next meeting. (If the Area Director is a member
44 of the appealing chapter, the Association President may appoint another Board
45 member to consider the appeal.)
46

47 Immediately following action on the appeal, the Executive Director shall cause
48 the Director of Field Operations, Field Director, Labor Relations Representative,
49 Regional Representative and Chapter President to be orally notified of the
50 approval or denial of the appeal, and shall issue a follow-up written notification
51 to all concerned.
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1 .14 **Provision of Copies of Agreement**
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3 The chapter shall, immediately upon ratification of the negotiated agreement (by the
4 chapter and the employer), provide the Labor Relations Representative assigned to service
5 the chapter with three (3) signed copies of the negotiated agreement.
6

7
8 **611 CHAPTER TREASURER BONDING**

C-III,6

9 *Adopted February 1997*
10

11 This policy is enacted in accordance with Article III, Section 6 of the Association's Constitution,
12 to protect chapters against loss of chapter funds due to misappropriation by elected chapter officers.
13

14 .1 The basic position bond coverage of \$1,000 shall be self-funded by the Association and
15 provided to chapters at no cost.
16

17 .2 The additional bonding amount to be made available at the option and expense of the
18 chapter shall be provided through an insurance company upon referral by the Association.
19

20 .01 The supplemental bond or policy shall be issued directly to and in the name of the
21 requesting chapter.
22

23 .02 The premium on such bond shall be paid by the chapter, and may be paid directly to
24 the bonding agency, or upon chapter request may be paid by the Association subject
25 to reimbursement by the chapter. The chapter shall reimburse the Association for the
26 appropriate premium upon receipt of billing. Should the premium not be reimbursed
27 within 30 days of receipt of billing, the Association may cancel the policy.
28

29 .03 To obtain supplemental bonding or a quotation on the coverage, chapters shall contact
30 the CSEA Chief Financial Officer for a referral.
31

32 .3 **Claims**
33

34 .01 To qualify for reimbursement for loss from the Association up to the basic \$1,000
35 coverage, chapters shall comply with the following provisions:
36

37 (a) Show proof of loss, either through a Policy 613 judgement showing a finding of
38 loss due to fraudulent acts resulting in personal financial gain of the offending
39 member, or a civil court judgement, and
40

41 (b) Provide a copy of the chapter audit covering the period during which the loss
42 occurred; and
43

44 (c) Submit the above documentation, together with a cover letter clearly stating the
45 nature and amount of the claim, directed to the Executive Director at San Jose
46 Headquarters.
47

48 .02 Claims to a bonding agency for amounts in excess of \$1,000 shall be submitted
49 directly to, and in accordance with claims procedures and such documentation or
50 proof of loss as may be required by, said agency.
51

52 .03 Should the chapter obtain repayment of misappropriated funds, the chapter shall
53 reimburse the Association in like amount for claims paid by the Association.
54
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1 **612 DISBANDMENT OF CHAPTERS**

C-III,9

2 *Revised January 2010*

3
4 **.1 General**

5
6 .01 The Association recognizes the conflict which can arise if it attempts to continue a
7 chapter in existence when exclusive representation rights have been accorded to
8 another organization and when CSEA does not hold exclusive representation rights
9 for any bargaining unit under the chapter's jurisdiction.

10
11 .02 The Association also recognizes that it has both a moral and legal obligation to protect
12 the financial as well as other interests of the Association and its members when its
13 relationship with any chapter is severed for any reason.

14
15 **.2 Disbandment Due to Loss of Exclusive Representation Rights**

16
17 .01 It shall be the policy of the Association to disband a chapter when exclusive
18 representation rights have been secured by another employee organization or
19 organizations which includes all employees eligible for inclusion in the chapter.

20
21 .02 Immediately upon PERB certification of representation election results, all monies,
22 books/records and other assets held by the chapter shall be transmitted to the
23 Association's Chief Financial Officer to be held for the benefit of the Association, in
24 accordance with Article III, Section 9 of the Constitution, and an immediate audit of
25 chapter financial records shall be performed by CSEA's Analyst/Auditor, in
26 conjunction with the Chapter Audit Committee when possible. The Association's
27 Chief Counsel shall take such actions as may be necessary to enforce these provisions
28 on behalf of the Association.

29
30 .03 All chapter members shall be notified of the pending disbandment of the chapter and
31 shall be provided the option of continuing their CSEA membership as an Associate
32 member.

C-II,1(c)
B-VII,2(d)

33
34 .04 Following conclusion and certification of the Audit, the CSEA Financial Analyst/
35 Auditor shall supervise distribution of treasury funds, in the following order:

36
37 (a) All monies due and owing the Association shall be promptly remitted to the
38 Association's General Fund.

39
40 (b) All outstanding obligations of the chapter shall be promptly paid.

41
42 (c) All remaining unrestricted funds and assets shall be held in trust by the
43 Association for the purpose of reorganization and for the benefit of the successor
44 chapter chartered for the affected bargaining unit(s).

45 Said trust account shall be continued until a successor chapter is chartered or for
46 36 months following chapter disbandment, whichever occurs first. The Board of
47 Directors may, however, approve extension of the trust account for up to an
48 additional 12 months, if at the end of the 36 month period a decertification
49 attempt is then in progress or, upon recommendation of the Executive Director,
50 will be attempted within the immediate future.

1 (d) If the decertified chapter has separate, restricted funds for operation of a
2 scholarship or other similar benefit program(s), operated for the benefit of the
3 membership and their beneficiaries, the Association shall continue to administer
4 such program, in accordance with appropriate rules and regulations as
5 established by the chapter and in effect at the time of decertification, until such
6 restricted fund has been depleted.
7

8 .05 Except as may be provided in .07, below, the chapter shall be officially disbanded by
9 action of the Board of Directors effective with final disposition of assets.
10

11 .06 If a successor chapter has not been chartered for the affected bargaining unit(s) prior
12 to expiration of the time period established for the trust account, all unrestricted funds
13 and assets held in trust shall revert to the Association.
14

15 If a successor chapter is chartered, all books, records, and assets held in trust by the
16 Association shall, upon certification of officer elections for the newly organized
17 chapter, be turned over to the appropriate officers, who shall give receipt for same.
18

19 .07 Upon recommendation of the Director of Field Operations, following assessment and
20 consensus of the Director of Organizing, appropriate Field Office staff, Regional
21 Representative and Area Director, the Board of Directors may approve continuation
22 of the chapter’s charter in an “Associate Chapter” status, for the purpose of retaining
23 a steering committee of Associate members to work towards decertification.
24

25 (a) Should a decertification attempt be unsuccessful, or if no decertification attempt
26 is made within 36 months following approval of “Associate Chapter” status, the
27 “Associate Chapter” shall be disbanded. Members of the “Associate Chapter”
28 shall, however, be entitled to retain their “Associate” member status.
29

30 (1) The “Associate Chapter” status may be extended by action of the Board of
31 Directors in conjunction with extension of the trust account under
32 provisions of .04 (c), above.
33

34 (b) Should a decertification attempt be successful, the “Associate Chapter” shall be
35 restored to regular status, and “Associate” members thereof shall revert to full
36 “Active” membership status within a period of thirty (30) days, in accordance
37 with Article II, Section 1(c) of the Constitution.
38

39 Immediately upon certification of election of officers within the reorganized
40 chapter, the books, records and assets being held in trust by the Association shall
41 be returned to the appropriate officers, who shall give receipt for same.
42

43 **.3 Disbandment Due to Other Reasons**
44

45 .01 Immediately upon notice of intent to disband for reasons other than loss of exclusive
46 representation rights, instituted either by the Association under provisions of Article
47 III, Section 4 of the Constitution, or by lawful action of the chapter, the Association’s
48 Chief Financial Officer and the Chief Counsel shall take such action as may be
49 necessary to ensure that all funds of the chapter are held for the benefit of the
50 Association, in accordance with Section 9, Article III of the Constitution, and an
51 immediate audit of chapter financial records shall be performed by the CSEA
52 Analyst/Auditor, in conjunction with the Chapter Audit Committee when possible.
53

54 .02 Following conclusion and certification of the Audit, the Analyst/Auditor shall
55 supervise distribution of chapter funds as follows:
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- (a) All monies due and owing the Association shall be promptly remitted to the Association.
- (b) All outstanding obligations of the chapter shall be promptly paid.
- (c) If the jurisdiction of the disbanding chapter(s) is being transferred to a successor chapter through merger or amalgamation as provided under Policy 620, all remaining funds shall be transferred to said successor chapter.
- (d) If the jurisdiction of the disbanding chapter(s) is not being transferred through merger or amalgamation under Policy 620, all remaining funds shall be transferred to the Association.

All unrestricted funds and assets shall be held in trust by the Association for the purpose of reorganization and for the benefit of the successor chapter chartered for the affected bargaining unit(s).

If the disbanding chapter has separate, restricted funds for operation of a scholarship or other similar benefit program(s), operated for the benefit of the membership and their beneficiaries, the Association shall continue to administer such program, in accordance with appropriate rules and regulations as established by the disbanding chapter and in effect at the time of disbandment, until such restricted fund has been depleted.

.03 The chapter shall be officially disbanded by action of the Board of Directors effective with final disposition of assets.

- (a) If the chapter was a member of a Central Labor Council (CLC) of the AFL-CIO, the Association President shall cause notification to be sent to the appropriate CLC regarding the chapter’s disbandment and withdrawal from the CLC.

.04 If a successor chapter has not been chartered for the affected bargaining unit(s) within thirty-six (36) months following chapter disbandment, all unrestricted funds and assets held in trust shall revert to the Association.

If a successor chapter is chartered within the 36 month period, all books, records, and assets held in trust by the Association shall, upon certification of officer elections for the newly organized chapter, be turned over to the appropriate officers, who shall give receipt for same.

.4 Requirements, Rights and Benefits of “Associate” Chapters

.01 To qualify for “Associate Chapter” status, the chapter must retain at least five (5) members in Associate member status, and shall designate a steering committee to work with Association representatives towards a decertification attempt within the bargaining unit(s).

.02 The Association shall retain a “Communications” Roster for the Associate Chapter, and said chapter shall receive such Association bulletins and other communications as are approved by the Board of Directors as being appropriate for distribution to such chapters, for the purpose of keeping the steering committee apprised and knowledgeable about relevant representational matters, Association benefits, and actions undertaken on behalf of classified school employees.

.03 The appropriate Regional Representative and assigned staff representative(s) shall meet with the chapter on a regular basis to keep the membership informed of Association activities and direct the activities of the steering committee.

.04 The chapter steering committee shall have use of Field or Service Office facilities and services in support of its approved activities. The assigned Labor Relations Representative shall submit claims for reimbursement of necessary expenditures incurred by or on behalf of the chapter’s steering committee in its approved activities for payment by the Association. Payment of such claims shall be charged against the Organizing budget.

.05 The “Associate Chapter” shall have no official voice, vote, or other participation in the Association’s internal affairs.

613 **MEMBER DISCIPLINARY ACTION**
Adopted August 1981 – Revised July 2022

C-II,7

.1 **General**

This policy is adopted in conformance with Section 7, Article II of the Constitution, to establish procedures governing the expulsion, suspension and discipline of Active, Retired, and Life members for actions determined to constitute “conduct detrimental to the Association.”

.2 **Applicability of Policy**

Any Active member, Association Life member, or member of the Retiree Unit may bring charges against any other member covered in Article II of the Constitution. Members who resign membership from CSEA may still be found in violation of this policy and incur penalties for misconduct while a member. However, members who resign waive their right to appeal in proceedings under this policy.

.3 **Offenses Subject to Charges**

Charges may be brought for the following offenses:

.01 **Intentional** violation of any provision of the Constitution & Bylaws or written policies of the Association or of the Constitution & Bylaws or written policies of a Chapter or retiree council that impose a specific and mandatory duty on a person holding an elective or appointive position. This charge shall be restricted as applicable only to members holding an elected or appointed position within the Association at any level at the time such violation occurred. For purposes of this section, conduct shall be considered “intentional” if the charged party knew or has reason to know that his/her conduct would violate a specific constitutional or policy standard, but nevertheless engages in such conduct.

.02 Intentionally using the influence of an office to the detriment of the welfare of the Association or the membership of one or more of its chapters, including but not limited to violating the duty of fair representation or engaging in bad faith bargaining. This does not include an officer criticizing another member internally within the union, but would include an officer trying to persuade management to discipline or discharge a member.

.03 Working as a strikebreaker when a CSEA sanctioned strike has been instituted, or encouraging or assisting others in doing so.

1 .04 Participating in a decertification attempt against the Association or any chapter.
2

3 .05 Misappropriation of funds or property of the Association, any chapter or retiree
4 council.
5

6 .06 Acts of disloyalty to the Association, which shall consist of the following:
7

8 (a) Advocating or attempting to bring about (i) withdrawal from the Association of
9 any chapter or any member, or (ii) non-membership in the Association.
10

11 (b) Unauthorized release of membership or officer mailing lists to other
12 organizations or outside interests for the purpose of personal gain or profit or
13 assisting a representational effort.
14

15 (c) Intentional misuse or destruction of any CSEA website, logo, email address, or
16 other property.
17

18 (d) Conduct against CSEA which likely constitutes a crime or intentional tort,
19 including assaulting staff or officers, falsely passing oneself off as being a CSEA
20 staff member or officer, or falsely claiming CSEA endorsement. A prior judicial
21 finding of guilt or liability shall not be required in order to impose discipline for
22 this offense; rather, it shall be sufficient if it is shown likelier than not that the
23 charged party committed the misconduct alleged.
24

25 (e) Any of the following conduct:
26

27 (1) Providing the employer or outside parties with internal union related
28 information which can be used to the detriment of CSEA, such as details as
29 to when and where CSEA staff or chapter officers will be talking privately
30 with bargaining unit members regarding grievances, disciplinary related
31 matters, PERB charges, or litigation; names of bargaining unit employees
32 who are union sympathizers; or details about internal union activities such as
33 the number or percentage of votes for or against ratification of a negotiated
34 agreement or for concerted activities.
35

36 (2) Aiding in the inappropriate contracting-out of CSEA-represented bargaining
37 unit work.
38

39 (3) Aiding in an employer's violation of its legal obligation to CSEA.
40

41 (4) Engaging in any conduct to cover up improper conduct by the employer
42 which is detrimental to CSEA.
43

44 (5) Aiding an employer in a labor dispute with CSEA through any actions not
45 affirmatively protected by EERA or other law.
46

47 (6) Chapter officers, without just cause:
48

49 (i) Blocking CSEA representative access to District property, causing a
50 District to refuse to allow such access, or requiring advance notice to the
51 Chapter of CSEA representative accessing District property when such
52 notice would be impractical which exposes CSEA to liability under the
53 duty of fair representation.
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(7) Chapter officers:

- (i) Making remarks to other District employees about CSEA which reasonably appear to be intended to discourage these employees from joining CSEA or remaining members,
- (ii) Making similar remarks about CSEA to District management which may cause harm to CSEA,
- (iii) Threatening to encourage workers to drop membership as a means of obtaining leverage with CSEA, or
- (iv) Threatening to or actually withholding transmission of state association dues,
- (v) Failing to promptly report to CSEA any material violations of CSEA’s legal rights which are known to the member,
- (vi) Encouraging management to discipline a member in circumstances where the officer is not required by their job position to report misconduct by other employees or is not reporting misconduct which adversely impacts others in the chapter, or which threatens public safety.

.07 Filing of frivolous Policy 613 charges which caused material detriment to the Association. A “frivolous” charge is defined as one which no reasonable member could have thought at the time to have merit. A charge under this subsection may only be filed by a member of the Board Subcommittee, not by a charged party. Members of the Board Subcommittee shall have until three (i)6.9 (on m)0125a4 0 Td(26)Tj0Tc .006 Tc -0.0

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(4) A party to engage in other communications affirmatively protected by EERA or other law.

(5) A party to engage in communications authorized by the Judicial Panel or Board to respond to communications made in violation of this confidentiality requirement, so as to prevent irreparable harms from the violation.

.09 Refusing to appear as a witness without just cause in response to a reasonable request from the Judicial Panel.

.10 Engaging in “abusive conduct,” also known as “bullying,”

(a) Abusive conduct under this policy is specially defined here as one of the following four actions:

(1) Cursing at another member or CSEA staff if offensive and repeatedly committed in connection with union business and with malice;

(2) Screaming at another member or CSEA staff (e.g. shouting in anger at someone so loudly and so close to them that they’re forced to cover their ears to protect them from damage) if offensive and repeatedly committed in connection with union business and with malice;

(3) Threatening or physically intimidating another member or CSEA staff (e.g. inside a CSEA meeting, repeatedly threatening to hit another member who disagrees with you, or using your body to physically intimidate or threaten another) if offensive and repeatedly committed in connection with union business and with malice; or

(4) Insulting the appearance or personal characteristics of another member or CSEA staff (e.g. labelling a decisionmaker as “dumb,” as opposed to calling the decision “dumb”) if offensive and repeatedly committed in connection with union business and with malice.

(b) The abusive conduct must not only be offensive to the charging party, but also would be offensive to any reasonable person in their situation.

(c) A single act shall not constitute abusive conduct unless especially severe or egregious.

(d) Any charge alleging that a member has violated this provision of Policy 613 must be reviewed and signed by at least two (2) Regional Representatives to certify their belief after reasonable inquiry that the charge has merit. The effort to conciliate required by .5.02 below must occur prior to the review and signing described above.

.11 Violating a decision of the Judicial Panel, Complaint Review Committee, or Board of Directors under Policy 613 or Policy 626.

.12 Violation of the CSEA Board of Directors Code of Conduct by a Board Member. After final determination of a violation of the Code of Conduct under this Policy, the Board by majority vote may announce to the membership the finding and the remedy or penalty imposed.

1 (a) For Board Members elected prior to adoption of the Code of Conduct, such
2 violation shall not be punished by removal from office during the remainder of
3 their term after adoption.
4

5 .4 **Penalties.**

6
7 Penalties which may be imposed under this policy include, but are not limited to, fines
8 (including restitution), written reprimand, suspension of membership rights,
9 disqualification from holding Association offices at any level, and/or expulsion from
10 membership in the Association, subject only to the following limitations:
11

12 .01 A fine may not be imposed on any member for charges brought under Section .3.03
13 above, nor for any other charge unless the offense has or could have resulted in
14 financial gain for the member.
15

16 .02 Suspension of membership rights may be imposed for a period of no greater than five
17 (5) years for any one offense.
18

19 (a) "Suspension of membership rights" means:

- 20 (1) Loss of all voting rights;
- 21
- 22 (2) Loss of the right to participate in internal affairs of the Association at any
- 23 level;
- 24
- 25 (3) Loss of the right to attend any meeting(s) or other functions conducted by
- 26 the Association at any level, except for contract ratification meetings
- 27 affecting the suspended member's bargaining unit;
- 28
- 29 (4) Loss of the right to hold any elected or appointed office in the Association
- 30 at any level.
31

32
33 (b) A member under penalty of suspension shall, however, retain the right to all
34 member benefit programs available to members generally, contingent upon
35 continued payment of the full membership dues.
36

37 (c) A member under penalty of suspension shall have the right to resign membership
38 without jeopardizing his/her employment rights, but in such event s/he shall be
39 bound by all other provisions of a collective bargaining agreement and EERA.
40

41 .03 Disqualification from holding Association office may be imposed for a period of no
42 greater than five (5) years for any one offense, and shall mean disqualification from
43 holding any and all offices, either elected or appointed, at any level of the Association,
44 except that a member found guilty of a charge or complaint under Association policy
45 and whose conduct has caused the Association to pay money to resolve a claim
46 concerning the conduct that was subject to the charge or complaint shall be ineligible
47 to serve on the Board of Directors.
48

49 .04 Individuals who are expelled from membership shall retain full entitlement to such
50 representational services for which the Association is obligated under its duty of fair
51 representation, and shall be bound by all other provisions of a collective bargaining
52 agreement.
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1 .5 **Procedures for the Submission of Charges Against CSEA Members**

2
3 .01 **Charges Covered.** All CSEA members, including Active members, Association Life
4 members, and members of the Retiree Unit (collectively referred to as “members”),
5 have the right to file a charge under these procedures concerning the offenses subject
6 to charges.

7
8 .02 **Conciliation Requirement.** Charges against any member or officer of the
9 Association may only be brought after the charging party has notified the Regional
10 Representative of their intent to file a charge at least seven (7) calendar days before
11 filing.

12
13 (a) After the charge is filed, the Association President may appoint as a mediator any
14 member whom the Association President finds qualified. The Association
15 President shall automatically appoint a mediator for all charges of abusive
16 conduct or misuse of the influence of office if the Board Subcommittee so
17 requests.

18
19 (b) The charging party and charged party must participate in good faith in mediation
20 before any such mediator. Refusal to do so shall itself be grounds for discipline
21 under this Policy. If the mediator determines there has not been good faith
22 participation in a mediation process, they shall so advise the Board Subcommittee
23 which may direct such issue be submitted to hearing under this Policy.

24
25 (c) If requested by the mediator, the Legal Department staff may share with the
26 mediator information they have learned during the process of investigating the
27 charge. The RR, mediator and all members and staff involved must keep
28 confidential all information they learn through these conciliation and mediation
29 procedures.

30
31 .03 **Filing of the Charge.** Any member who believes that another member has committed
32 a chargeable offense can file a charge with the CSEA Executive Director. (The
33 Executive Director or a designee may perform any of the functions of the Executive
34 Director set out in these procedures; accordingly, all references in these procedures to
35 the Executive Director also include any designee.) Under this policy, decisions about
36 whether to impose discipline are strictly made by members rather than CSEA staff.
37 Accordingly, members should direct all questions about whether conduct violates this
38 policy to the member leaders in their area rather than to CSEA staff.

39
40 (a) The charge must be submitted on Forms F-2042 and F-2042A. Forms F-2042
41 and F-2042A may be obtained upon request to the CSEA Headquarters Executive
42 Department.

43
44 (b) The charging party shall certify in writing under penalty of perjury that s/he has
45 notified the appropriate Regional Representative at least seven (7) calendar days
46 prior to filing, as required by this Policy, and that the charging party has read the
47 policy provision they claim to have been violated and understand what it means.
48 Members with questions about the meaning of policy provisions must direct them
49 to member leaders and not to CSEA staff.

50
51 (c) The charge shall specifically outline the offense(s) alleged to have been
52 committed and/or the specific section(s) of the Constitution or Bylaws, Policy, or
53 written policies of a chapter or retiree council alleged to have been violated, the
54 dates, times, places and the witnesses involved in each offense charged, and shall
55 contain a statement of the specific facts constituting each offense.

56

If any charge alleges violation of the Constitution or Bylaws, Policy, or written policies of a chapter or retiree council, a copy of the section(s) alleged to have been violated shall be attached to the charge form.

.04 Time for Submitting the Charge. Charges must be filed within three (3) months of the date of the alleged offense; except that charges alleging misappropriation of funds or property under .3.05 or charges filed in conjunction with the causes of a Policy 607 administratorship may be filed within three (3) months of the date the charging party became aware of the alleged offense.

.05 Avoidance of Multiple Charging Parties and Repetitive Charges. Multiple members filing charges alleging similar offenses must designate no more than two (2) members to represent the group for all purposes.

(a) CSEA staff shall notify charging parties of the need to designate representatives upon the conditions in .05 above being met.

(b) Charging parties shall make such designation within ten (10) days following receipt of the notice to designate representatives.

(c) If the charging parties fail to make their designation within the time period allowed, the Board Subcommittee as defined in .7 below shall designate no more than two representatives for the charging parties.

(d) If multiple members are upset about conduct by a charged party, rather than all joining a charge as charging parties or filing their own charges, they can submit signatures supporting the first charge and/or appear as witnesses at the hearing.

.6 Board Subcommittee

The Board subcommittee shall consist of the 1st Vice President, 2nd Vice President, and the Past President. Should any of the above officers be the charged party, the charging party, or have direct knowledge of or otherwise be a party to the charge, the Association President shall select another member of the Board to serve.

.7 Judicial Panel

.01 Composition. The Judicial Panel is comprised of six (6) members and a chairperson, all of whom shall be appointed by the Association President with the approval of the Board of Directors.

.02 Terms and Qualifications. The Judicial Panel members, including the chairperson, shall be appointed for two-year terms.

(a) Members of the Judicial Panel shall, upon appointment, be active or retired members of the Association as prescribed in Section 1(a) and/or Section 4, or Section 1(e)(2)(I), respectively, of Article II of the Constitution and must remain as such during their term.

(b) Members of the Board of Directors shall not be appointed to the Judicial Panel.

.03 Removal and Vacancies. The Board of Directors may, by a vote of ten (10) members thereof, remove any member of a Judicial Panel, including the chairperson, at any time and for any reason, except that removal shall not occur at a time when the Judicial Panel member is involved in hearing a disciplinary matter.

The Association President, with the approval of the Board of Directors, shall fill vacancies for the unexpired term of any vacancy which occurs.

.04 Secretary to the Judicial Panel shall be the Executive Director or his/her designee, for purposes of handling administrative tasks relating to disciplinary action proceedings and coordination of Panel activities. S/He shall not be a member of the Panel.

.05 **Selection of Judicial Panel.** When the Judicial Panel is required to hear a disciplinary matter, it shall consist of the Chairperson and two (2) panel members who shall be selected by lot by the Secretary to the Judicial Panel.

(a) Any Judicial Panel member who is a party to the disciplinary action or whose familiarity with the party(ies) or the action will impair objectivity shall be disqualified from serving.

(b) If the Chairperson is disqualified or unable to serve at a hearing for any reason, the Association President will appoint an acting chair from among the Judicial Panel members.

(c) Should there be fewer than three Judicial Panel members available to serve at a hearing, due to disqualifications, the Association President shall be authorized to appoint another eligible member (or members) to serve for that particular hearing, upon consultation with the 1st Vice President and Past President.

.8 **Withdrawal of Charge**

The member who filed the charge may withdraw it at any time upon signed, written request to the Executive Director, unless it is determined by the Board subcommittee designated in .7 that the institutional interests of the Association in prosecuting the charges outweigh the individual interests of the charging party(ies) in withdrawing the charge.

In such instances, the Board subcommittee shall become the charging party, and the charges shall be carried forward on behalf of the Association by a staff attorney designated by the Executive Director. The charged party shall be so notified and advised that s/he may select a private attorney or member of his/her choosing to represent him/her in presentation of the defense, at his/her expense. Should the charges be withdrawn, all parties will be so notified.

.9 **Processing of Charges**

.01 Upon receipt of a charge the Executive Director shall forward a copy of the charges, not including the witness list, to the charged party via certified mail at the member's last known home address.

.02 The parties are prohibited from contacting each other about this matter while the charges are being investigated.

.03 The Executive Director shall cause the charge to be reviewed for sufficiency and investigated toward determining whether the alleged facts, if proved to be true, are sufficient to constitute conduct detrimental to the Association such as would warrant disciplinary action. The investigation shall afford the charged party an opportunity to state his/her position regarding the charges. It shall not be the role of CSEA staff to make credibility determinations.

- 1 (a) Said investigation shall be conducted by Association legal staff or their designee
2 and shall be completed no later than thirty (30) calendar days following receipt
3 of the charges.
4
- 5 (b) The Executive Director shall have the authority, however, upon request and good
6 cause shown, to extend the time for completion of the investigation for up to an
7 additional thirty (30) calendar day period.
8
- 9 .04 When the charges are fully developed, the Executive Director shall submit the results
10 of the investigation in a confidential report to a subcommittee of the Board of
11 Directors. The report shall summarize the evidence submitted and responses from
12 both sides, and shall contain an evaluation based solely on whether the alleged
13 offense(s), if proved to be true after hearing, would in fact constitute conduct
14 detrimental to the Association and a chargeable offense under this Policy, and whether
15 or not sufficient evidence exists to proceed to a hearing.
16
- 17 .05 If the Board subcommittee finds that the charges and the evidence submitted constitute
18 sufficient grounds for disciplinary action, it shall take such action as appropriate under
19 subsection (a) or (b), below:
20
- 21 (a) Direct the Judicial Panel Secretary to prepare the charges for forwarding to the
22 charged party.
23
- 24 (1) The notification to the charged party shall fully outline:
25
- 26 (i) The charges brought and specific facts alleged on which the charge
27 is based;
28
- 29 (ii) The identity of the charging party(ies);
30
- 31 (iii) The composition of the Judicial Panel;
32
- 33 (iv) The date, time, and place established for the Panel to hear the matter,
34 which shall not be earlier than twenty-one (21) calendar days from
35 the date of the notification, and which shall be held at a location
36 reasonably convenient to the charged party;
37
- 38 (v) The right of the charged party to be represented at the hearing by an
39 attorney or by another member of the Association, the right to
40 present evidence and/or witnesses in his/her behalf, and the rights of
41 confrontation and cross-examination of witnesses. The Judicial
42 Panel may be advised by CSEA counsel and non-attorney advisors,
43 who may be present in the hearing room; and
44
- 45 (vi) The fact that if the charged party chooses to select a representative
46 to represent him/her at the hearing s/he must notify the Judicial Panel
47 Secretary of the name and address of said representative at least ten
48 (10) calendar days prior to the date set for the hearing, and that all
49 costs and/or fees relevant thereto shall be the responsibility of the
50 charged party.
51
- 52 (2) The notification shall be sent by certified mail to the last known address
53 of the charged party.
54
- 55 (3) The charging party shall be notified of the time, date, and place of the
56 hearing.

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(4) The charging party and the charged party shall be responsible for notifying any witnesses to testify on their behalf of the time, date and place of the hearing. The parties shall also be responsible for ensuring their attendance. All costs relative to attendance of all witnesses shall be at their own expense or as may otherwise be agreed to by the respective parties.

(5) Association staff may not be called as witnesses unless a party obtains the approval of the Executive Director. The Executive Director’s approval will not be given unless there are no reasonable alternatives and staff testimony is essential to protect the due process rights of the charged party or there is compelling evidence that it will serve vital interests of the Association.

(b) Direct that such other administrative procedure deemed appropriate or applicable under another policy shall first be undertaken to address the concerns set forth in the charges.

(1) Referral of such a case to the Judicial Panel shall be deferred for six months, or such earlier time as the Board subcommittee determines to be appropriate, while a matter is considered pursuant to such other administrative procedure.

(i) In exceptional circumstances, referral of a matter to the Judicial Panel can be deferred for an additional six (6) months when the Board subcommittee determines that doing so would facilitate resolution of the matter.

(2) The notification to the parties shall fully outline the other administrative procedure deemed appropriate or applicable and the length of the deferment.

.06 If the Board subcommittee finds that the evidence submitted does not substantiate the charges, or if the charges are such that do not warrant disciplinary action, it shall dismiss the complaint and so notify the charging party and the charged party, including the reasons for its decision.

.10 Hearing on the Charges

The Judicial Panel shall hold a hearing on the charges at the appointed date, time, and location.

.01 The proceedings shall be audio or video recorded as determined by the Panel. Said recording shall be destroyed following final action by the Board of Directors under Sections .12 or .13 of this policy and expiration of time for any legal proceeding resulting from discipline. No other person shall record the proceedings by any means. A printed transcript shall not be provided.

.02 The accused may appear in person and with witnesses to answer the charges. S/He may present his/her own defense, or may select a member of the Association or attorney to represent him/her in presentation of the defense.

.03 The charges shall be carried forward by the charging party, to include presentation of the charges, all documentation and oral arguments before the Judicial Panel.

1 .04 The Judicial Panel shall be provided legal assistance by the Association's Chief
2 Counsel, or his/her designee, who shall act in an advisory capacity only, to ensure that
3 due process rights are honored.
4

5 .05 If the accused or his/her designated representative does not appear at the hearing, the
6 Panel shall conduct the hearing in the accused's absence.
7

8 .06 The hearing shall be conducted in closed session with the confidentiality of the
9 proceedings to be strictly maintained. All witnesses shall be duly sworn to testify
10 truthfully, and all witnesses may be subject to examination and cross-examination by
11 the parties and/or questioning by the Judicial Panel. Only the parties, including their
12 representatives (one representative each), and witnesses directly involved in the
13 matter, may attend the hearing as the proceedings are to be treated as confidential.
14 However, the CSEA Executive Director (or designee) may, at her/his discretion,
15 attend the hearing or participate as a party, including presenting evidence, argument,
16 oral summation and appeal on any issues. The non-party witnesses may be excluded
17 from the hearing except when testifying. Panel members shall not disclose any
18 information relevant to the case except as required by this Policy. The formal rules of
19 evidence shall not apply.
20

21 **.11 Determination by the Judicial Panel**
22

23 .01 Within thirty (30) calendar days of the conclusion of the disciplinary hearing, the
24 Panel shall determine the sufficiency of the evidence relating to each offense charged
25 and shall find the charged party guilty or innocent based thereon. If the Panel finds
26 the charged party guilty of any of the charges, it shall outline the basis for its findings
27 and indicate the penalty to be imposed as authorized in Section 613.4 and shall direct
28 that the charged party comply with all relevant Association policies, procedures, and
29 constitutional provisions.
30

31 .02 A report of the Panel's findings and penalties to be imposed, if any, shall be forwarded
32 to the Association President and the Judicial Panel Secretary within thirty (30) days
33 of the conclusion of the hearing.
34

35 .03 A copy of said report shall be forwarded to both the charging party and the charged
36 party, via certified mail to the last known address, together with notification that the
37 matter has been forwarded to the Board of Directors for final disposition, and
38 specifying the procedures by which the charged party may appeal the decision.
39

40 .04 Interim remedies issued by the Judicial Panel which are deemed necessary to protect
41 the parties' safety and/or privacy, or to protect against retaliation or irreparable harm
42 to the Association may be implemented at any time after charges are filed if such
43 remedies are requested by an Association officer and the request approved by the
44 Board subcommittee. Such interim remedies may include, in especially serious cases,
45 temporarily removing a CSEA officer or steward from their union duties (but not from
46 their office) and suspending them from any release time pending final Board
47 resolution of the charges. If such interim relief is requested prior to full Panel hearing,
48 the Panel shall provide reasonable notice and opportunity for the charged party to
49 respond to the request for interim relief prior to its imposition. Charges requesting
50 interim relief shall not be subject to the notification period in Section 613.5.02.
51

52 **.12 Appeal Process**
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54 .01 Any Charging Party or Charged Party may appeal the Judicial Panel's findings and/or
55 proposed penalties to the Board of Directors. The procedures for filing and processing
56 such appeal shall be as follows:

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- (a) The appeal shall be in writing, fully outlining the party’s objections and arguments against the Panel’s findings and/or proposed penalties. The written appeal must contain all arguments intended as support for the appeal.
- (b) To be timely, any appeal must be delivered, faxed, email, or postmarked to the Association President within twenty-one (21) calendar days of the date that the Judicial Panel’s decision is received by the parties. Appeals may be submitted by mail, email, fax, or hand delivery. The Executive Director shall distribute copies of any appeals to all other parties in the case, by cover letter, which shall specify that any response or opposition to the appeal must be received by the Executive Director within fourteen (14) calendar days from the date the cover letter is mailed.
- (c) Upon expiration of the deadline for receipt of any response or opposition to the appeal, the Executive Director shall forward the appeal, together with any responses or oppositions, and the written record of the case (which includes the recording of the hearing, the exhibits, the Judicial Panel decision, and any written correspondence between the Judicial Panel and the parties) to each member of the Board of Directors.
- (d) An appeal shall be based solely on the written record of the case and no appeal hearing shall be permitted. The Board of Directors may affirm, vacate or modify the decision of the Judicial Panel, including but not limited to increasing or reducing the penalty. The decision of the Board shall be made by majority vote, which shall constitute the position of the entire Board. Accordingly, there shall be no minority report or dissent filed or noted. Its decision shall be based upon the evidentiary record together with the written arguments submitted by the parties. New evidence shall not be considered at the appeal level, unless exceptional circumstance precluded its submission to the Judicial Panel.
- (e) The Board may review and act on appeals at regular or special meetings, or through any other collective means, including but not limited to, telephone or video conference calls and telephone polling of members. Board members involved in the matter shall be ineligible to participate in the review of such appeal. Members of the Board subcommittee that referred the matter to the Judicial Panel shall disqualify themselves from voting in the appeal action. In the event that a quorum is unavailable as a result of recusals, the Alternate Area Director of a recused Area Director shall be appointed by the Association President to hear the appeal.
- (f) A ruling on the appeal shall be mailed to the parties by Return Receipt Requested within fourteen (14) calendar days of when the Board of Directors receives the appeal and supporting documents from the Executive Director. No other appeal shall be available.
- (g) The Executive Director shall cause notice of the decision to be given to members and staff with a need to know in order to implement the decision. No other appeals or proceedings shall be allowed in order to ensure the prompt and final resolution of charges. The Executive Director shall issue a letter reporting on the implementation of the remedy to the Board of Directors and to the parties.
- (h) A ruling of the Judicial Panel, absent a timely appeal, or a decision of the Board of Directors shall be final and binding on all parties. The ruling or decision shall be immediately and fully implemented with no further appeal available.

1 .13 **Consolidation of Successive Charges**

2
3 If before the Judicial Panel or the Board of Directors issues a decision on a pending charge
4 there is another charge filed against the same party, the Judicial Panel or the Board of Directors
5 **may** postpone issuing a decision on the previously filed charges until after the hearing or
6 Judicial Panel decision on the later charge in order to issue a consolidated decision on all
7 charges.
8
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10 **614 DUAL CHAPTER MEMBERS**

C-II,2

11 *Revised January 2023*

12
13 .1 The Association recognizes that there may be instances where a member is employed by
14 more than one school district and a member of multiple chapters and therefore is required,
15 for representational purposes, to pay per capita dues through more than one CSEA chapter.
16 In such instances the member's total annual dues payments may be more than would be
17 required if based on a combined total annual salary from each of the employing districts.
18

19 (For example, if a member earned a total annual salary of \$35,000, the annual per capita
20 dues assessment would be \$472.50 (maximum cap). However, if that member received
21 \$18,000 of that annual salary from one district, and \$17,000 from another district, s/he
22 would be required to remit per capita dues of \$270 and \$255 respectively, for a total of
23 \$525 annually—or \$52.50 more than would be required if dues were assessed on the
24 combined annual salary for the two districts.)
25

26 *The Association will provide appropriate refunds twice each year to such members for*
27 *which the Association has a personal address. As the cost to CSEA of generating and*
28 *mailing a refund check is more than two dollars (\$2.00) per check, no refund shall be made*
29 *for overpayments of less than two dollars.*
30
31

32 **615 ARBITRATION SUPPORT PROCEDURES**

B-XII,2

33 *Adopted March 1981 – Revised May 2012*

34
35 Contract implementation and enforcement is of the greatest concern to the Association as a whole,
36 as well as to the Chapter involved. It is therefore required that all involved in the execution of this
37 policy to act expeditiously and thoroughly so that proper decisions can be made by the Board of
38 Directors. It is also hoped that this policy will encourage EVERY bargaining unit to incorporate
39 and maintain a mandatory arbitration clause.
40

41 .1 A request from a Chapter seeking approval to arbitrate at Association expense **MUST**
42 provide assurances that the issue to be arbitrated is meritorious.
43 Generally, it is the intent of the Board that requests for arbitration **WILL** be approved even
44 if the issue is one solely related to that particular locale, provided the issue is meritorious.
45

46 The Board does **NOT** encourage approval of arbitration requests, nor will the Board
47 approve requests on appeal, where it appears reasonably certain that the issue is solely one
48 of personality, or if the employer's position is clearly correct, etc. The purpose of this
49 statement is to encourage chapters **NOT** to submit arbitration requests where the issue is
50 **NOT** meritorious, and as a guide to Field Directors as to what issues should be arbitrated.
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1 .2 **Procedures**

- 2
3 .01 When a Chapter has exhausted all grievance procedural steps and has or is ready to
4 notify the employer of its intent to require arbitration of the issue, the Chapter shall
5 complete Form F-3056, attaching all supporting data, and forward same to its Field
6 Office for action.

7
8 (Note: If a Chapter notifies the employer of its intent to pursue arbitration and/or
9 participates in the selection of an arbitrator before approval has been granted under
10 these procedures, and the request does not receive final approval, the Chapter is solely
11 responsible for any and all costs involved in the arbitration. To avoid this possibility,
12 the Chapter should not provide any notification to the employer prior to exhaustion of
13 these procedures UNLESS failure to do so would jeopardize its right to arbitrate.)

- 14
15 .02 Within twenty (20) working days of receipt of the complete request form and all
16 necessary supporting data, the Field Director shall review the case with the assigned
17 Labor Relations Representative.

18 The Field Director shall then either approve or disapprove the request for arbitration.

19 “Working days,” as used in Policy 615.2.02, means days that CSEA Headquarters is
20 open for business.

- 21
22
23 .03 If the request for arbitration is approved, the Field Director shall cause the Chapter
24 President to be immediately notified orally of the approval, and shall issue a
25 follow-up written notification, with copies sent to the Labor Relations Representative,
26 Regional Representative, Area Director, and Director of Field Operations.

27 (a) The Field Director shall forward all documents to the Director of Field
28 Operations, together with his/her comments outlining the basis for approval of
29 the request.

- 30
31 .04 If the request for arbitration is denied, the Field Director shall immediately notify the
32 Chapter President, both orally and in writing, of the reason for the denial, and of the
33 Chapter’s right to appeal the decision to the Board of Directors as outlined herein.

34 Copies of such written notification shall be sent to the Labor Relations Representative,
35 Regional Representative, Area Director, Director of Field Operations, and Executive
36 Director.

37 (a) The Field Director shall then forward all documents to the Director of Field
38 Operations, together with his/her comments outlining the basis for denial of the
39 request.

40
41 .3 **Appeal Procedures by Chapter**

- 42 .01 If a request for arbitration is denied by the Field Director, the Chapter may appeal the
43 decision to the Board of Directors.

44 The Chapter’s appeal shall be directed to the California School Employees
45 Association, 2045 Lundy Avenue, San Jose, California 95131, Attn: Director of Field
46 Operations. The appeal shall be postmarked or received (e-mailed, faxed, or
47 hand-delivered) within ten (10) calendar days after notification of the Field Director’s
48 decision to deny the request for arbitration.

1 The appeal shall be in writing and shall stipulate the reasons why the Chapter believes
2 the arbitration is meritorious and should be approved. In addition, the member
3 grievant may submit a written statement why s/he believes the arbitration is
4 meritorious and should be approved.

5
6 .02 The Director of Field Operations shall review the appeal, the member grievant
7 statement (if submitted), and the Field Director’s decision to deny the request for
8 arbitration.

9
10 (a) If the Director of Field Operations determines that the matter should be pursued,
11 s/he shall direct the appropriate Field Director to approve the arbitration request,
12 or cause other representational action to be implemented.

13
14 The Field Director shall cause the Chapter President to be immediately notified
15 orally of the Director of Field Operations’ decision, and shall issue a follow-up
16 written notification, with copies sent to the Labor Relations Representative,
17 Regional Representative, and Area Director, and Director of Field Operations.

18
19 (b) If the Director of Field Operations determines that the request for arbitration
20 should not be approved, s/he shall forward the Chapter’s appeal, the member
21 grievant’s statement (if submitted), and the Field Director’s decision to deny the
22 request for arbitration to the Association President and Executive Director.

23
24 .03 If time permits, the matter will be submitted to the Board of Directors for action.

25
26 Upon receipt of the appeal, the Association President shall cause the matter to be
27 placed on the agenda for action at the next Board meeting. The matter shall be
28 considered in Executive Session with the confidentiality of the proceedings to be
29 strictly maintained. Neither the Chapter President/Executive Board representative nor
30 the member grievant may appear to present oral testimony.

31
32 The Executive Director shall provide the Board of Directors with copies of all
33 documents relating to the matter, together with the Director of Field Operations’
34 recommendations as to whether the appeal should be denied.

35
36 .04 If time does not permit Board consideration, the appeal may be considered by the
37 Association President, the concerned Area Director, and the Executive Director, with
38 the decision referred to the Board for ratification at its next meeting. The ratification
39 shall be conducted in Executive Session with the confidentiality of the proceedings to
40 be strictly maintained. Neither the Chapter President/Executive Board representative
41 nor the member grievant may appear.

42
43 .05 Immediately following action on the appeal, the Executive Director shall cause the
44 Director of Field Operations, Field Director, Labor Relations Representative,
45 Regional Representative, and Chapter President to be orally notified of the approval
46 or denial of the appeal, with a follow-up written notification to all concerned.

47
48 .4 The Director of Field Operations, shall prepare a monthly report on arbitration requests
49 for submission to the Board of Directors. Such report shall be segregated into two parts: I.
50 Arbitrations Approved; II. Arbitrations Denied. Each section shall itemize all requests for
51 arbitration submitted, provide a brief synopsis of the issues in the case, the estimated costs,
52 the date of approval or denial by the Field Director. Monthly updates on Arbitrations
53 Approved shall include the final costs of the arbitration and whether won or lost. Monthly
54 updates on Arbitrations Denied shall include date of appeal and final action on appeal, if
55 any.
56

1 .5 The Executive Director shall cause payment to be made for charges relevant to approved
2 arbitration requests upon receipt of invoices, receipts, and/or billings and a copy of the
3 Arbitrator's Decision submitted by the Chapter through the Field Director.

4
5 .6 **Funding.** All approved expenditures related to arbitration support as provided in this
6 Policy shall be a proper charge against the Defense Fund established under authority of
7 the Association's Bylaws, Article VII, Section 10.
8
9

10 **617 CONTRIBUTIONS—STRIKE FUNDS**

B-XII,2

11 *Revised March 2006*

12
13 .1 Chapters who have complied with Article XII of the Association's Bylaws and Policy 630
14 in obtaining membership approval and CSEA Board sanction for the concerted activity
15 may request permission for solicitation of contributions from CSEA chapters statewide,
16 and from other labor unions and organizations, for strike fund donations.
17

18 .2 All requests for such solicitation must be submitted to the Board of Directors as follows:
19

20 .01 Such requests must be filed in writing with the Labor Relations Representative
21 assigned to the Chapter.
22

23 .02 Within three (3) working days of receipt of such request, the Labor Relations
24 Representative shall discuss same with the Field Director, and shall provide the Field
25 Director with all information relative to the duration of the concerted activity, the
26 number of members involved, and the extent of probable economic loss to the
27 membership.
28

29 .03 Within three (3) working days of receipt of the above report, the Field Director shall
30 forward same, in writing, to the Executive Director, together with his/her
31 recommendation for approval or disapproval of the crisis loan request.
32

33 .04 The Executive Director shall forward the request to the Association President for
34 placement on the agenda of the next regular or special meeting of the Board of
35 Directors.
36

37 Should immediate action on the request be deemed necessary (due to extreme hardship
38 of the members or for purposes of morale), approval may be granted by agreement of
39 the Association President and the Executive Director. The matter shall then be referred
40 to the Board of Directors for ratification at its next meeting.
41

42 .05 The Board of Directors shall either approve or disapprove such request.
43

44 .3 Should the Board approve said request for solicitation, the notice to chapters statewide and
45 other labor unions and organizations shall emanate from Association Headquarters, signed
46 by the Association President and/or Executive Director, and shall stipulate that all chapters
47 and organizations wishing to contribute funds in support of the concerted activity shall
48 remit such funds by check only, payable to the concerned chapter, directed to the attention
49 of the Director, Field Operations, 2045 Lundy Avenue, San Jose, CA 95131.
50

51 .01 The Director of Field Operations, shall cause all contributions to be properly recorded
52 as to contributing chapter/organization and amount of contribution, and forwarded to
53 the concerned chapter's strike fund within three (3) working days following receipt.
54
55
56

- 1 .4 Within thirty (30) working days following the conclusion of the concerted activity, the
2 Director of Field Operations, shall prepare a written report listing all contributing
3 chapters/organizations and amounts of contribution, which shall be forwarded to the
4 Executive Director for submission to the Board of Directors at its next regular meeting.
5
- 6 .5 Letters of appreciation from the Association President and/or Executive Director will be
7 sent to those chapters/organizations donating to the affected chapter's strike fund, and
8 appropriate recognition shall be provided in the Association's official publication.
9

11 618 CHAPTER ELECTIONS

12 *Adopted September 1983 – Revised January 2022*

- 14 .1 **Force and Intent.** This Policy is enacted to reinforce the intent of provisions of the
15 Association's Constitution and Bylaws that all members of Chapter Executive Boards and
16 delegates and alternates to Association Conferences are required to be elected; to ensure
17 democratic processes in the election and/or recall of local chapter offices, and to ensure
18 the rights of individual members to be nominated and run for any elective office.

C-III,3
B-V,2(c)

20 .2 **Application**

22 .01 **All** positions designated as an officer or member of a Chapter's Executive Board, and
23 delegates and alternates to Association Conferences, **shall be elected**, and all such
24 elections shall be governed by the policies as hereinafter set forth. Any provisions
25 within a Chapter's Constitution or other rules to the contrary shall be null and void.

27 .02 No change to the term of an Executive Board office (either shortened or extended)
28 due to a change in the Chapter's Constitution shall take effect prior to an election for
29 that office as governed by the policies as hereinafter set forth.

31 .03 In addition, elections for all other elected positions within the Chapter shall be
32 governed by the policies as hereinafter set forth.

34 .04 Prior to a chapter conducting an election, the Regional Representative will review the
35 procedures for chapter elections, including electioneering and campaign rules, as
36 described in this Policy and the Chapter's Constitution (approved by the Association),
37 with the Chapter leadership.

39 .3 **Definitions**

41 .01 "Active member in good standing" means any person employed in a bargaining unit
42 represented by the chapter who has fulfilled the requirements for membership as stated
43 in Article II, Section 5 of the Association Constitution and who has neither voluntarily
44 withdrawn from membership nor has been expelled or suspended from membership
45 in accordance with provisions of Article II, Section 7 of the Association's
46 Constitution, nor has been expelled for nonpayment of dues.

48 .02 Where the term "Chapter Constitution" is used in this policy, it refers to the principal
49 governing rules of the chapter, whether that document be called the Chapter
50 "Constitution," "Bylaws," or "Constitution & Bylaws."

- 52 .4 **Eligibility to Hold Chapter Office.** Eligibility to hold chapter office shall be as set forth
53 in the Chapter's Constitution, except as noted below:

55 .01 If the Chapter's Constitution is silent on the subject of eligibility, all "active members
56 in good standing" of the chapter shall be eligible, except as provided below:

1 (a) If the Chapter's Constitution provides that a particular office is to represent the
 2 members of a particular bargaining unit or classification of members, or that a
 3 particular office is to be elected specifically by the members of a particular
 4 bargaining unit or classification of members, then eligibility to hold that office
 5 shall be limited to active members in good standing employed in said bargaining
 6 unit/classification.
 7

8 .02 Retired members of the chapter shall not be eligible to hold chapter offices unless: (1)
 9 the Chapter's Constitution contains provisions for an "Active Retired" membership
 10 which specifically grants retirees this right; and (2) the retiree has continued
 11 membership in good standing through the Association's Retiree Unit.
 12

13 .03 Nominees for elected office shall be "Active" (or "Active Retired") members in good
 14 standing of the Chapter at the time of nomination and can only accept nomination for
 15 one (1) Executive Board office.
 16

17 **.5 Notice for Nominations and Election**
 18

19 .01 The time and method of submitting nominations and the time and place of elections
 20 shall be as set forth in the Chapter's Constitution, except as follows:
 21

22 (a) **Executive Board Elections** – Nominations for Chapter Executive Board offices/
 23 officers shall be held in October and November. Elections for Chapter Executive
 24 Board offices/officers shall be held in December. No election is necessary for
 25 those offices where there is only one nominee.
 26

27 Nominations and elections for Executive Board offices/officers in newly-
 28 chartered chapters shall be conducted by the Regional Representative or a
 29 designee of the Association President as soon as practicable following the
 30 Chapter's charter date.
 31

32 (b) **Conference Delegate and Alternate Elections** – Nominations for Conference
 33 delegates and alternates shall be held in February or March. Elections for
 34 Conference delegates shall be held the following month (March or April). No
 35 election for conference delegates is necessary if there is only one nominee for
 36 each delegate position. No election for alternates is necessary if there is only one
 37 nominee for each alternate position. Nominations and elections for Conference
 38 delegates/alternates in chapters newly-chartered after March but before the next
 39 Annual Conference shall be conducted by the Regional Representative or a
 40 designee of the Association President as soon as practicable following the
 41 chapter's charter date.
 42

43 .02 Reasonable notice for nominations shall be provided to all members in good standing
 44 at least five (5) working days prior to the time of nominations. Such notice shall
 45 specify:
 46

47 (a) The offices to be filled by election.
 48

49 (b) The time for submitting nominations.
 50

51 (c) The place for submitting nominations.
 52

53 (d) The proper form for submitting nominations, i.e., whether written, or orally from
 54 the floor at (a) designated meeting(s).
 55

56 (e) The eligibility requirements for nomination and election to the office(s).

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- .03 Reasonable notice of the election shall be provided to all members in good standing not less than five (5) working days prior to the election. Such notice shall specify:
 - (a) The date, time (hours during which polls will be open or balloting will take place), and place of the election.
 - (b) The positions to be voted on.
- .04 “Reasonable notice” shall consist of any of the following:
 - (a) An individual notice mailed to each member in good standing, either by U.S. mail to their last known home address, or through an inter- or intra-employer mail distribution system that ensures each member will receive the notice.
 - (b) Publication in chapter newsletter which is distributed to all members in good standing.
 - (c) Other methods as may be prescribed in the Chapter’s Constitution which are reasonably calculated to reach all members in good standing within the timelines specified.
- .05 The notice of election may be combined with the notice for nominations, provided that any such joint notice is distributed in such manner as to ensure delivery to each member in good standing within the timeframes specified in subsections .02 and .03 of this section.
- .06 If a mail ballot is to be used, the election notice and ballots, including instructions for their completion and return, must be mailed to each member in good standing who is eligible to vote, at his/her last known home address, at least ten (10) calendar days before the last day on which ballots must be mailed back in order to be accepted for counting.
- .07 If an online ballot is to be used, at least five (5) working days in advance of the date set for online balloting to close, the election notice, along with the appropriate information needed to cast an online ballot (such as member identification and password), shall be mailed via U.S. First Class mail to each CSEA member in good standing who is eligible to vote in the election at his/her last known home address, except that notice may be e-mailed to such members who have an e-mail address on file with the chapter.

.6 Campaign Rules

P-622.9

- .01 Chapter funds shall not be used to promote the candidacy of any person. Use of chapter funds in connection with chapter office elections shall be restricted to:
 - (a) Issuance of nomination and election notices;
 - (b) Issuance of ballots and other expenses necessary for conducting the election;
 - (c) Printing of candidate statements in a regular or special issue of the chapter newsletter, provided that all candidates shall be provided equal opportunity and equal space in the same issue.
- .02 The Chapter Executive Board shall honor the request of any candidate to inspect the list of the members in good standing of the chapter prior to the election.

Candidates for chapter office shall not receive a chapter membership list or mailing labels for campaign purposes.

.03 The Chapter Executive Board shall honor all reasonable requests of any candidate to distribute campaign literature, by mail or otherwise, at his/her expense, to all members in good standing.

(a) Candidates and their designees may not distribute campaign materials through the employer’s mail and/or e-mail system unless such distribution is approved by the Chapter Executive Board. Candidates or their designees’ placement of campaign materials in employee boxes shall not constitute use of the employer’s mail system.

(b) Candidates and their designees may not post campaign materials on CSEA bulletin boards unless such posting is approved by the chapter executive board.

(c) Distribution and/or posting privileges, if provided to one candidate, must be accorded all other candidates on an equal basis and the chapter executive board must provide written notice to all candidates within twenty-four (24) hours upon approval.

(d) Candidates for chapter office also have the option to mail campaign materials through the Field Office. The campaign literature shall be mailed in plain envelopes from the Field Office, with the candidate required to reimburse the Field Office for all relevant (labor and materials) costs.

.04 Candidate promotional materials shall not contain the CSEA shield or any other identification that would tend to denote Association sanction of the materials or endorsement of the candidacy.

.05 Only members in good standing may campaign on behalf of any candidate for chapter office.

.06 No campaigning, including wearing of campaign buttons, etc., may be done within 25 feet of any polling site so as not to interfere with a member’s right to cast a secret ballot.

.7 Election Procedures

.01 Elections are to be conducted in such manner as specified in the Chapter’s Constitution as approved by the Association, which MUST be ONE of the following:

(a) Balloting by eligible members present at a chapter meeting specifically designated for the election.

(b) Balloting at various polling sites.

(c) Mail balloting.

(d) Online balloting.

.02 All chapter office elections shall be conducted by secret ballot. Proxy votes shall not be permitted.

.03 All active members in good standing of the chapter shall be eligible to vote in elections, except as provided below:

1 (a) Chapter Constitutions may contain reasonable rules and restrictions relating to
 2 voter eligibility, provided such restrictions have been approved in accordance
 3 with Article III, Section 8 of the Association's Constitution.

4
 5 (b) If a particular chapter office is designated as being representative of a particular
 6 unit or classification of employees, only those members in good standing
 7 employed in such unit or classification shall be eligible to vote for said office,
 8 subject to such further reasonable rules and regulations as may be contained in
 9 the Chapter's Constitution.

10
 11 If a particular chapter office is designated as being representative of all members
 12 of the chapter, but restricted to only allow a member of a particular unit or
 13 classification of employees to hold said office, then all members of the chapter
 14 shall be eligible to vote for said office.

15
 16 (c) Retired members of the chapter shall not be eligible to vote in chapter office
 17 elections unless: (1) the Chapter's Constitution contains provisions for an "Active
 18 Retired" membership which specifically grants retirees this right; and (2) the
 19 retiree has continued membership in good standing through the Association's
 20 Retiree Unit.

21
 22 **.04 Elections Committee:** The Chapter President/Executive Board shall appoint
 23 (pursuant to the Chapter's approved constitution) a committee of tellers whose duties
 24 it shall be to oversee the preparation, distribution, and counting of the ballots; to
 25 ensure that election procedures are in accordance with applicable provisions of the
 26 Association's Constitution & Bylaws and Policy, and the Chapter's constitution; and
 27 to certify the election results. The Committee shall have one (1) Chair (chief teller)
 28 and at least one (1) member.

29
 30 (a) As soon as practicable after the close of nominations but no later than ten (10)
 31 calendar days prior to an election, the Chapter Executive Board shall ensure that
 32 all eligible candidates are given or provided access to Publication 2085 —
 33 Chapter Elections Rules. The election rules shall be published annually, no later
 34 than September 1, by the Association via a General Information Bulletin (GIB).
 35 This provision does not pertain to those chapter elections where, pursuant to the
 36 Chapter's approved constitution, the nominations and election are held at the
 37 same meeting, such as election of job grouping representatives on committees.

38
 39 (b) The Chapter Secretary and/or Treasurer shall furnish the Committee a list of the
 40 names of record of all members entitled to vote, which shall be certified as
 41 correct as of the date on which ballots are to be issued.

42
 43 (1) If balloting is to be at various polling sites, the list shall be broken down
 44 into separate lists containing only the names and other appropriate
 45 identification of members eligible to vote at each particular polling site.

46
 47 (2) If the vote is to be by mail, the membership list (as certified by the Chapter
 48 Secretary and/or Treasurer) shall include the mailing addresses of record
 49 of all members entitled to vote. If the vote is to be by online balloting, and
 50 assuming the chapter is authorized to distribute online election notices via
 51 e-mail, then the membership list shall include e-mail addresses.

52
 53 (c) The membership listing(s) shall be controlled and ballots distributed by the
 54 election tellers, who shall verify the eligibility of each member and require said
 55 member to sign for receipt of the ballot(s).
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(1) If numbered ballots are used for control purposes, one teller shall verify eligibility and obtain signatures, a second teller shall distribute the ballots. **Numbers SHALL NOT be recorded next to any voter’s name on the voting list.**

(d) The tellers shall monitor the casting of ballots to ensure that no member votes more than once:

(1) In meetings where only eligible voters are present, members may either:
(1) remain in their seats and drop their ballots into a receptacle passed by a teller, accompanied by another teller as watcher and checker; or (2) they can go to a central ballot box in charge of at least two (2) tellers and deposit their ballots.

(2) Where ballots are cast at separate polling sites, an enclosed ballot box shall be monitored by at least two (2) tellers.

(e) **If the vote is to be by site ballot:**

(1) When there is more than one (1) nominee for an office, a secret ballot election shall be conducted in the month of December, on the day scheduled for the chapter meeting. Balloting shall be conducted at such times and at campus site locations as determined by the Chapter President/Executive Board. Hours for balloting shall be set so that polls will close prior to the end of the chapter meeting so results may be announced at that chapter meeting.

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

(f) **If the vote is to be by mail ballot:**

(1) Distribution of ballots shall be in accordance with Policy Section 618.5.06.

(2) Ballots SHALL NOT be numbered.

(3) The tellers shall ensure that the mailing labels used corresponds exactly to the official roll of eligible members specified in Section 618.7.04(b)(2), and shall ensure that the mailing to each eligible member includes:

(i) Instructions for completion of the ballot and deadline date and time for receipt of the marked ballot.

(ii) The official ballot (or ballots), which shall be pre-folded in such a manner so that when returned marked and refolded in the same manner there will be no chance of accidental observance of the member’s vote when removed from the return envelope.

(iii) A pre-addressed, return envelope for return of the marked ballot(s), with a space designated for the voter’s signature, CSEA member number, and other identifying data.