

**CONSTITUTION OF
Copper Mountain Chapter No. 800, CSEA
Adopted September 12, 2002
Latest Revision June 2, 2022**

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

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "chapter" are interchangeable and mean Copper Mountain Chapter No. 800, CSEA.

APPROVED

California School Employees Association

Date: October 20, 2022

By: *Deana M. Craig*, Executive Coordinator

TABLE OF CONTENTS

	<u>Page</u>
Article I – Name and Objects	3
Article II – Membership	3
Article III – Dues and Assessments	6
Article IV – Officers & Executive Board / Election Procedures.....	7
Article V – Authority of Executive Board / Duties of Officers.....	9
Article VI – Meetings.....	12
Article VII – Control of Funds / Budget	14
Article VIII – Committees	15
Article IX – Union Stewards	17
Article X – Site Representatives	19
Article XI – Recall or Removal from Office	20
Article XII – Delegates to Conference.....	21
Article XIII – Contract Ratification	22
Article XIV – Concerted Activities	24
Article XV – Amendments to Constitution	24
Article XVI – Disbandment of Chapter	25
Article XVII – Parliamentary Authority.....	25
Article XVIII – Fiscal Year	25
Article XIX – Chapter Pre-Retirement Resource Person	26

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Copper Mountain Chapter No. 800 of the California School Employees Association.

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

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**ARTICLE II
MEMBERSHIP**

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

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

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

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

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

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

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

18
19 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
20 time of retirement may become a Lifetime Retired member of this Chapter upon
21 payment of a one-time fee of \$40. Such members shall be permitted to attend Chapter
22 meetings and social functions and to receive the Chapter newsletter as long as they live
23 in the local area. They shall not otherwise be accorded voice, vote or other participation
24 in Chapter affairs.

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

34
35 Should such member cease to be a retired member in good standing of the
36 Association, their Chapter membership shall automatically terminate.

37
38 **Section 2.** Active membership shall be effective upon the completion, dating,
39 and signing of an official CSEA application form as provided by the Association, and
40 execution of a valid authorization for payroll deduction of dues or payment of at least
41 one (1) years dues in advance. The application shall be immediately forwarded,
42 together with advance dues received if any, to the Association. The Association shall
43 send payroll deduction authorizations to the appropriate district office.

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

10 (b) Membership shall terminate with:

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

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

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

23 (4) The date of execution of a document terminating payroll deduction
24 of dues, unless arrangements have been made with the Chapter Treasurer for advance
25 cash payment. However, the dues authorization signed by a member is a contract which
26 by law is not terminable without reasonable advance written notice being provided to the
27 appropriate CSEA Field Office. CSEA views the minimum notice that is reasonable as
28 being five (5) days.
29

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

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

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

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

41 (a) Members who no longer wish to retain that status may resign CSEA
42 membership by providing a five (5) day advance written notification to the Area's
43 assigned CSEA Field Office. Such notification must include the member's name,
44 address, employer's name or Chapter name, the last four (4) digits of their social
45 security number, and their CSEA ID number or Employee ID number.
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1 (b) Any member failing to pay all dues owed for the current month shall be
2 deemed delinquent and shall not be considered to be in good standing until such
3 delinquency has been remitted.

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

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

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

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

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

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

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

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

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

42
43 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
44 Chapter shall be \$36.00 per year, payable by payroll deduction during each of the
45 months September through August in which the member is in regular paid status; or
46 payable annually in advance to the Chapter Treasurer.

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

1 **Section 4. Assessments:** No assessments shall be levied in this Chapter
2 other than those approved by three-fourths (3/4) of the Chapter membership present
3 and voting on the question by secret ballot, provided that each member has been
4 notified in writing at least ten (10) days in advance of the nature of the proposal and the
5 time, date and place where the matter will be voted on.
6

7 **Section 5. Fund Solicitation:** No funds shall be solicited in the name of the
8 Chapter without authorization of the Executive Board. All funds collected (together with
9 an accounting of source) shall be delivered to the Chapter Treasurer within five (5)
10 working days of receipt, for deposit in the Chapter's account.
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13 **ARTICLE IV**
14 **OFFICERS & EXECUTIVE BOARD / ELECTION PROCEDURES**
15

16 **Section 1. Officers:** The following officers shall be elected by and from
17 among the total Active membership of the Chapter, regardless of the location of their
18 employment: President, Vice President, Secretary, Treasurer and Communications
19 Officer.
20

21 **Section 2. Executive Board:** The elected officers designated in Section 1,
22 plus the Past President, shall constitute the Executive Board of this Chapter. To be
23 eligible, the Past President must have held the position in the prior sixty (60) months.
24

25 **Section 3. Eligibility to Hold Office:** Officers shall be elected from among
26 the Active members in good standing of the Chapter who have maintained such
27 membership continuously for a period of six (6) consecutive calendar months
28 immediately preceding the month in which they are nominated; and must have attended
29 fifty percent (50%) of the regular Chapter meetings held during said six (6) months, or
30 have completed a full term in the position of any executive office within the prior sixty
31 (60) months.
32

33 (a) Nominees for elected office shall be Active members of the Chapter in
34 good standing at the time of nomination and can only accept nomination for one (1)
35 Executive Board office.
36

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

39 (a) Nominations to fill the elective offices listed in Section 1 shall be accepted
40 annually.
41

42 (b) Nominations for these offices shall be accepted from the Floor at the
43 October and November Chapter meetings.
44

45 (c) If, after nominations are closed at the November Chapter meeting there is
46 only one (1) nomination for an office, the single nominee shall be declared elected to
47 the office, and no balloting or other action shall be required. The Chapter President
48 shall so notify the membership in writing as soon thereafter as possible.
49

1 (d) When there is more than one (1) nominee for an office, the Elections
2 Committee, shall oversee the election process, retrieve the results of the site balloting,
3 and tally the results of all ballots cast. All procedural matters relating to the site balloting
4 process and tally shall be conducted in accordance with Association Policy 618.

5
6 (1) A secret ballot election shall be conducted on the day scheduled for
7 the December Chapter meeting. Balloting shall be conducted at such times and at
8 campus site locations as determined by the Chapter President. Hours for balloting shall
9 be set so that polls will close prior to the start of the Chapter meeting.

10
11 (e) Every member shall be notified, at least five (5) working days in advance
12 of the date set for balloting, of the exact location of their balloting site, the specific date
13 and time (hours) during which balloting will take place, and the candidates and offices
14 which will appear on the ballot. At least two (2) election tellers will be present at each
15 balloting site to verify voter eligibility and secure the balloting process.

16
17 (f) Immediately following the appointed hour for close of polls, the election
18 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-
19 determined location where the tally will then take place.

20
21 (g) All candidates shall be permitted to appoint an observer at each site to
22 observe the balloting procedures, and each candidate or their representative shall be
23 permitted to observe the ballot tally.

24
25 (h) It shall require a plurality vote to elect an officer. If a tie exists, the election
26 shall be determined by lot (draw) between the tied candidates. Write-in votes shall not
27 be accepted. The official ballot tally shall be provided in writing to all candidates within
28 five (5) working days, and shall be announced at the December Chapter meeting, where
29 the presiding officer shall officially declare the winning candidates or announce such
30 other action as may be necessary.

31
32 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
33 sheets, tally sheets, and related election documents, including notices of nomination
34 and election, shall be retained by the Chapter Secretary for one (1) year, or until any
35 and all challenges to the election or charges of misconduct in running the election have
36 been resolved, whichever is the longer period.

37
38 **Section 5. Terms of Office:** Elected officers shall take office and assume
39 their duties on the January 1 following their election and shall continue to serve for
40 one (1) year or until their successors are elected, provided that any officer shall
41 automatically forfeit such office if they cease to be an Active member in good standing.

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1 **Section 6. Vacancies:**

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3 (a) A vacancy in the office of President shall be filled by the Vice President.

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

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14 **ARTICLE V**
15 **AUTHORITY OF EXECUTIVE BOARD / DUTIES OF OFFICERS**

16
17 **Section 1. Executive Board:** The Executive Board shall have general
18 supervision of the affairs of the Chapter between the general membership meetings. It
19 shall transact the routine business of the Chapter as authorized and required herein,
20 prioritize and determine recommendations on matters requiring discussion and action
21 by the general membership, and perform such other duties as are specified in this
22 Constitution. The Board shall be subject to the orders of the Chapter membership, and
23 none of its actions shall conflict with actions taken by the Chapter membership.

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

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

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

36
37 A majority of the members of the Executive Board shall constitute a quorum.

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

42
43 **Section 3. President:**

44
45 (a) Be chairperson of the Executive Board, call and preside over all meetings
46 of the Chapter and Executive Board at which they are in attendance.

47
48 (b) The President shall fix the time and place of meetings except as otherwise
49 directed by the membership.

1 (c) The President shall set the agenda for Executive Board and Chapter
2 meetings, as noted in Article VI.

3
4 (d) The President shall appoint and direct the activities of the various
5 committees, standing or special, required by this Constitution or established by the
6 Executive Board, or as may be ordered by vote of the membership, except as otherwise
7 provided herein.

8
9 (e) The President shall attend all Regional Presidents' Meetings (RPMs) and
10 such other meetings as required by the Association or direction of the Chapter, and
11 report back to the Executive Board and Chapter membership at the next Chapter
12 meeting, with recommendations for Chapter action or as otherwise required.

13
14 (f) Perform such other duties as normally pertain to the office of President or
15 ordered by this Constitution.

16
17 **Section 4. Vice President:** The Vice President shall:

18
19 (a) In the absence or disability of the President, shall possess all of the
20 powers and perform all of the duties in their stead.

21
22 (b) At all times assist the President in the performance of their duties.

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

25
26 (d) Coordinate and direct the activities of the Site Representatives.

27
28 (e) In coordination with the Chief Union Steward, call and conduct periodic
29 meetings between the Site Representatives and Union Stewards to ensure an
30 appropriate level of communication and coordination between these two (2) programs.

31
32 (f) Coordinate the activities of the standing committees.

33
34 (g) Perform such other duties as may be assigned by the President/Executive
35 Board or ordered by this constitution.

36
37 **Section 5. Secretary:**

38
39 (a) Keep an accurate record of all proceedings of Chapter and Executive
40 Board meetings, including an accurate roll of members and officers in attendance at
41 each.

42
43 (b) Keep an accurate roster of the officers of the Chapter and see that such
44 information is forwarded to the Association as required.

45
46 (c) Issue notices of all meetings of the Executive Board and Chapter
47 meetings, which shall include notice of matters for discussion at same.

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

2
3 (e) Have custody of all correspondence, official documents and historical
4 records of the Chapter, which shall be open at all times for the inspection of the
5 President or their agent and members of the Executive Board.

6
7 (f) Maintain up-to-date copies of the Constitution & Bylaws and Policy of the
8 Association and the constitution of this Chapter and see that copies of same are
9 available for reference at all Executive Board and Chapter meetings, and available for
10 inspection by the general membership upon request.

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

14
15 **Section 6. Treasurer:** The Treasurer shall:

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

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

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

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

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

37
38 (f) Promptly forward membership applications and dues payments to the
39 Association. The Association shall send payroll deduction authorizations to the
40 appropriate district office for processing.

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

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

47
48 (i) Upon leaving office, sign such bank signature cards or other documents
49 necessary for the transfer of all Chapter accounts to the new Treasurer.

1 (j) Perform such other duties as normally pertain to the office of Treasurer or
2 as may be assigned by the President/Executive Board or ordered by this constitution.
3

4 **Section 7. Communications Officer:** The Communications Officer
5 shall:
6

7 (a) Edit and distribute a newsletter or similar publication as may be
8 authorized by the Executive Board and the Chapter membership.
9

10 (b) Write articles of interest pertaining to Chapter affairs for local
11 newspapers and official publications of the Association.
12

13 (c) Perform such other duties as normally pertain to the
14 Communications Officer or as may be assigned by the President/Executive
15 Board or ordered by this constitution.
16

17 **Section 8. Past President:**

18 (a) The Past President shall be a member of the Executive Board.
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21 (b) In the absence or disability of the President and Vice President, the Past
22 President shall chair the meetings of the Chapter and Executive Board when necessary.
23

24 (c) The Past President shall perform such duties as may be assigned
25 by the President and/or the Executive Board.
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28 **ARTICLE VI**
29 **MEETINGS**
30

31 **Section 1.** Regular business meetings of this Chapter shall be held during the
32 months of September through June, inclusive. The schedule of such meetings shall be
33 established in January of each year for the succeeding twelve (12) month period and
34 shall be provided to the membership. Changes to the prepared schedule must be
35 approved by a majority vote of the Executive Board.
36

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

42 **Section 3. Meeting Notices:**

43 (a) **Regular Meetings.** Unless otherwise specified herein, a meeting notice
44 shall precede all Chapter meetings at least five (5) days in advance to allow members a
45 reasonable opportunity to attend. Said notice shall include a summary of the business
46 to be acted upon, and the time, date and place of the meeting.
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1 (b) **Special Meetings.** Notice for special meetings shall include the specific
2 topic(s) for discussion/action at said meeting, and unless otherwise required herein, a
3 notice of less than five (5) days, but not less than twenty-four (24) hours in advance,
4 may be given in an emergency situation.
5

6 **Section 4. Electronic Meeting.** Meetings of the Chapter may be conducted
7 through use of Internet meeting services designated by the President that support
8 voting, support visible displays identifying those participating, identifying those seeking
9 recognition to speak, showing (or permitting the retrieval of) the text of pending motions,
10 and showing the results of votes.
11

12 Meetings of the Chapter may be held electronically when the Chapter President
13 has obtained consent from two-thirds (2/3) of the Executive Board; or, in the case of
14 Special Meetings, when so directed by those calling the special meeting. Meetings held
15 electronically shall be subject to the following rules:
16

17 (a) **Meeting notices.** Appropriate login information necessary to connect to
18 the meeting and information on how to participate in the meeting shall be included in the
19 meeting notice including phone login information to participate aurally by telephone.
20 Members joining by phone should announce themselves at the direction of the chair at
21 the first opportunity.
22

23 (b) **Voting.** Votes shall be taken by the voting feature of the Internet meeting
24 service, unless a different method such as a roll call or raised hand vote is approved by
25 the members. Members participating by phone only shall vote by roll call at the direction
26 of the chair. Internet meeting service shall not be used for secret ballot votes.
27

28 (c) **Obtaining the floor or interrupting a member.** A member has the floor
29 and may unmute once recognized by the chair. A member may only interrupt a speaker
30 for a specific motion or request which under the rules permits a member to do so. A
31 member who intends to make such a motion or request shall so indicate to the chair and
32 then shall wait a reasonable time for the chair's instructions before attempting to
33 interrupt the speaker by voice.
34

35 (d) **Member participation and forced disconnections.** All chapter members
36 in attendance have the right to participate in the meeting including making motions and
37 speaking in debate. However, the chair may cause or direct the muting or disconnection
38 of a member's connection if it is causing interference with the meeting (such as
39 interrupting other members when not permitted by the rules or when not recognized by
40 the chair or if there is repeated, disruptive background noise). The chair's decision to do
41 so must be announced to all participants prior to any action taken and is subject only to
42 an undebatable appeal that can be made by any member present. To be in order, the
43 appeal must be made immediately, before business moves onto the next subject. If
44 appealed, a majority vote of members present is required to overturn the decision of the
45 chair.
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1 (e) **Technical requirements.** Each member is responsible for their own audio
2 and Internet connections. No action shall be invalidated on the grounds that the loss of,
3 or poor quality of, a member's individual connection prevented participation in the
4 meeting.

5
6 **Section 4.** Unless otherwise ordered by two-thirds (2/3) vote of the members
7 present, the Order of Business at regular Chapter meetings shall be:

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

24 **Section 5. Quorum for Meetings:** It shall require at least five (5) members in
25 good standing in attendance at any Chapter meeting for business to be conducted.
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28 **ARTICLE VII**
29 **CONTROL OF FUNDS / BUDGET**
30

31 **Section 1.** All funds received shall be deposited in the name of Copper
32 Mountain Chapter No. 800, CSEA, in such bank or other financial institution as
33 approved by the Executive Board. The use of chapter debit cards is strictly prohibited.
34 No funds shall be disbursed except by check, duly authorized and signed by the
35 Treasurer and the President. In the event of absence of, inability to act by, or vacancy
36 in the office of Treasurer, funds shall only be disbursed upon signature of the President
37 and one (1) of the following: Vice President, Secretary.
38

39 **Section 2.** The Executive Board shall prepare an annual budget for approval
40 of the Chapter membership no later than January of each year, which shall contain
41 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
42 fund, if any. The approved budget shall then regulate the expenditures of the Chapter.
43 Expenditures in excess of those approved in the budget must have prior approval of the
44 Chapter membership, except that expenditures under \$100 may be approved by the
45 Executive Board and reported to the Chapter membership at the next Chapter Meeting.
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1 **Section 3. Mileage:** The President or their designee shall be paid mileage at
2 the rate set by the Association, as traveling expense for transportation to attend all
3 regional meetings and workshops specified for the Chapter and any other meeting
4 approved by the Executive Board for the good of the order.

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7 **ARTICLE VIII**
8 **COMMITTEES**
9

10 **Section 1. Standing Committees:** The following shall be the standing
11 committees of the Chapter: Auditing, Elections, and Negotiating. Unless otherwise
12 specified herein, the President shall within thirty (30) days of being elected to office, but
13 in no case later than the first (1st) scheduled Chapter meeting in January following their
14 election, appoint the chairpersons and members of the standing committees.
15 Appointment shall be subject to the ratification by a majority vote of the Executive
16 Board. If a majority of the Executive Board does not approve the appointments, the
17 Executive Board will meet to discuss alternate recommendations for appointment. The
18 President shall determine the number of members to be appointed to each, except as
19 otherwise provided herein.

20
21 **Section 2. Eligibility:** Committee members shall be appointed from among
22 the Active members in good standing of the Chapter who have maintained such
23 membership continuously for a period of six (6) consecutive calendar months
24 immediately preceding the month in which they are appointed; and must have attended
25 fifty percent (50%) of the regular Chapter meetings held during said six (6) months.

26
27 **Section 3. Ad-hoc Committees:** Such other committees as the President or
28 the Chapter membership may deem necessary to perform a specified task for the
29 welfare of the Chapter may be appointed. The President shall determine the
30 composition of such committees and the timelines for completion of their assigned
31 duties. Such ad-hoc committees shall cease to function upon completion of their
32 specified task.

33
34 **Section 4.** The Vice President shall act as coordinator of all appointed
35 committees.

36
37 **Section 5.** The President shall be, ex-officio, a member of all committees,
38 except the Auditing and Elections Committee.

39
40 **Section 6. Quorum:** A majority of the members of any committee must be
41 present at any meeting to constitute a quorum.

42
43 **Section 7. Terms:** Unless otherwise provided herein, the term of office for all
44 committees shall be twelve (12) months, from January 1 until the end of the Chapter
45 and fiscal year or until their successors are appointed and ratified by the Executive
46 Board, provided that any committee member shall automatically forfeit the office if they
47 cease to be an Active member in good standing

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

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

13 **Section 10. Negotiating Committee:**
14

15 (a) The Negotiating Committee shall consist of a chairperson as designated
16 by the Chapter President, the Executive Board, plus two (2) representatives from each
17 of the major job classifications represented by this Chapter, as follows: Office &
18 Support Services, and Maintenance & Operations.
19

20 (b) The committee members shall be appointed by the President from among
21 the members in good standing employed in each of the classifications designated
22 above.
23

24 (c) Term of office for the appointed members shall commence upon their
25 appointment and continue for one (1) year or until their successors are appointed. In
26 the event negotiations for any year are still in progress at the time of the regular
27 committee member appointment, the designated negotiating committee shall remain in
28 place until negotiations have been completed and the contract ratified.
29

30 (d) Vacancies shall be filled by appointment of the President within the
31 affected classification for the remainder of the original term only.
32

33 (e) **Duties:** It shall be the duty of the Negotiating Committee to:
34

35 (1) Research issues and prepare and submit initial bargaining
36 proposals (including proposals on re-openers) for review and approval of members in
37 good standing of the bargaining unit(s) prior to commencement of negotiations.
38

39 (2) Negotiate the contract (including re-openers and modifications) for
40 an on behalf of the Chapter with assistance from CSEA field staff.
41

42 (3) Keep the Executive Board and the membership informed on the
43 progress of negotiations and solicit membership input where advisable.
44

45 (4) Ensure that all bargained agreements are submitted for ratification
46 of the bargaining unit(s) in accordance with Article XIII of this Constitution.
47
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49

1 (f) **Negotiating Team:** The Negotiating Committee shall establish its own
2 internal process for designating from among themselves a “negotiating team” to meet
3 with the employer representatives at the bargaining table.
4

5 (1) **Duties:** The Negotiating Team shall negotiate the contract
6 (including reopeners and modifications) for and on behalf of the Chapter with assistance
7 from Association field staff; keep the remaining members of the Negotiating Committee
8 informed at all times as to the progress of negotiations; and solicit recommendations
9 and assistance from the Committee where special expertise and/or membership input
10 may be needed relating to topics under discussion.
11

12 **ARTICLE IX** 13 **UNION STEWARDS** 14

15
16 **Section 1. Appointment:** The Chapter President shall appoint a Chief Union
17 Steward, which appointment shall be subject to the ratification of the Chapter
18 membership. The Chapter President shall appoint Union Stewards, subject to the
19 ratification of the Executive Board, to serve each of the classifications represented by
20 the chapter as follows: Office & Support Services, and Maintenance & Operations. The
21 President shall determine the number of stewards to be appointed.
22

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

31 **Section 3. Duties.** 32

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

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

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

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

45 (4) Process all grievances not settled at the immediate-supervisory
46 level, unless CSEA staff assistance is required. If staff assistance is required, the
47 President shall be notified.
48
49

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

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

5
6 (7) In coordination with the Vice President, call and conduct periodic
7 meetings between the Site Representatives and Union Stewards to ensure an
8 appropriate level of communication and coordination between these two (2) programs.

9
10 (b) **Union Steward(s):** The Union Steward(s) shall:

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

14
15 (2) Attend periodic Site Representative/site council meetings as
16 directed by the Chief Union Steward.

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

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

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

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

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

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ARTICLE X
SITE REPRESENTATIVES

Section 1. Site Representatives to serve each work site shall be appointed by the President and approved by the Executive Board.

(a) **Site Representative Coordinator.** The Site Representative Coordinator shall:

(1) Guide, train, and direct the Chapter's Site Representatives in the performance of their duties, in order to ensure that the communications network flows from Association to Chapter to site, and from site to Chapter to Association.

(2) Work cooperatively with chapter leadership on all matters of communication, to enable involvement of all bargaining unit members.

(3) Keep the executive board informed of all bargaining unit employees' issues and concerns as reported by each site representative.

(4) Conduct monthly check-ins with the Site Representatives

(b) **Site Representatives.** The Site Representatives shall:

(1) Recruit employees into CSEA membership and educate employees about CSEA.

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

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

(4) Relay member concerns to the appropriate Union Steward or other Chapter officer.

(5) Attend Chapter meetings; attend training workshops and other seminars as directed and approved by the Chapter President; attend joint Union Steward/Site Representative (site council) meetings as may be called by the Chief Union Steward and/or the Vice President.

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

3
4 **Section 1. Recall of Elected Offices**
5

6 (a) Any member of the Executive Board and Conference delegates and
7 alternates may be recalled from office upon a two-thirds (2/3) secret ballot vote of Active
8 members of the Chapter in good standing present and voting at a meeting called for the
9 purpose of a recall action.

10
11 (b) Recall may be initiated by a petition of two-thirds (2/3) of the Executive
12 Board or thirty percent (30%) of the members in good standing eligible to vote on the
13 individual being recalled. The petition shall state the specific reasons in support of the
14 recall, and the petition shall be presented to the Executive Board and to the individual.
15

16 (c) Upon receipt of the petition, the Executive Board shall arrange for a
17 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
18 following its receipt, at which the charged person shall be afforded opportunity to rebut
19 the charges, including presentation and cross-examination of witnesses as may be
20 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
21 shall be restricted to members of the Executive Board and members of the Chapter in
22 good standing who are eligible to vote on the particular recall action, authorized
23 representatives of the Association, and such witnesses as may be pertinent to the
24 action. Notice specifying time, date, and place and the specific nature/purpose of the
25 meeting shall be issued to those eligible for attendance at least ten (10) days in
26 advance.
27

28 **Section 2. Removal of Appointed Offices**
29

30 (a) Any appointee of the President/Executive Board may be removed from
31 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
32 provided such person shall be provided at least five (5) days advance notice of the
33 reasons for removal and the time, date and place where the Board will meet to vote on
34 the matter. At said meeting the member shall be afforded an opportunity to provide
35 rebuttal argument prior to the vote being taken.
36

37 (b) Any appointed committee chairperson or member failing to attend three
38 (3) consecutive committee meetings, unless excused for cause, shall be automatically
39 removed from the committee.
40

41 **Section 3. Resignation from Office**
42

43 (a) A resignation by an elected officer is not effective until accepted by the
44 Active members in good standing present at a Chapter meeting.
45

46 (b) A resignation by any appointee of the President/Executive Board is not
47 effective until accepted by the President/Executive Board.
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ARTICLE XII
DELEGATES TO CONFERENCE

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

(a) The Chapter President.

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

Section 2. Eligibility: Conference Delegates shall be elected from among the Active members in good standing of the Chapter who have maintained such membership continuously for a period of six (6) consecutive calendar months immediately preceding the month in which they are nominated; and must have attended fifty percent (50%) of the regular Chapter meetings held during said six (6) months.

Section 3. Election:

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

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

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

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

(a) Attend at least one (1) orientation meeting at the Regional or Area level of the Association concerning the resolutions to the upcoming conference, as directed by the Executive Board.

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

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

1 (a) Submit a detailed report of expenditures to the Chapter Treasurer within
2 three (3) weeks following the conference, and if an expense advance has been provided
3 by the Chapter, reimburse the Chapter treasury for advance funds not utilized for
4 authorized purposes.
5
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7 **ARTICLE XIII**
8 **CONTRACT RATIFICATION**
9

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

13 **Section 2. Initial Proposals:**
14

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

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

21 **Section 3. Negotiated Agreement:**
22

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

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

34 **Section 4. Ratification Procedures:**
35

36 (a) A copy of the tentative agreement or a summary of the tentative
37 agreement shall be provided each CSEA member of the bargaining unit(s) prior to the
38 "contract information" meeting. The Negotiating Committee shall include a statement
39 recommending ratification of the agreement. If a summary only is provided, copies of
40 the tentative agreement containing the exact language of the proposal shall be provided
41 for review at the meeting.
42

43 (b) The Chapter President shall set the date, time and place for one (1) or
44 more "contract information" meetings, which shall be open to attendance by all
45 employees within the bargaining unit(s), whether or not they are CSEA members.
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1 (c) Notice of the "contract information" meeting(s) shall be issued to all
2 bargaining unit employees no later than five (5) working days in advance of the
3 scheduled date. Distribution of said meeting notice(s) shall be at the discretion of the
4 Chapter President, utilizing any of the following methods, which it determines to be most
5 efficient:

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

10
11 **Exception to the above:** The Association's Executive Director, or designee,
12 may approve a notice period of less than five (5) working days upon request of the
13 Chapter President, if it is deemed an expedited ratification is advisable.

14
15 (d) **Conduct of Informational Meeting(s):**

16
17 (1) The Negotiating Committee shall review the provisions of the
18 tentative agreement and indicate its recommendations for ratification.

19
20 (2) If the Association recommends rejection of the tentative agreement,
21 an Association representative shall be in attendance at the meeting and shall be
22 provided ample opportunity to outline the recommendation for rejection and the reasons
23 therefore.

24
25 (3) Adequate opportunity for discussion, debate, and answering of
26 questions shall be provided. Non-CSEA members of the bargaining unit(s) in
27 attendance shall be granted the right to participate in the discussion and debate. They
28 shall not, however, have the right to make motions or vote.

29
30 (e) **Ratification Vote:**

31
32 (1) The ratification vote shall be conducted by secret ballot at
33 designated voting sites. The location and number of voting sites and the date and times
34 for conducting the balloting shall be as determined by the Executive Board, except that
35 the balloting shall not be earlier than the day following the informational meeting(s). The
36 Chapter Elections Committee shall oversee the ratification process and conduct the
37 vote tally. All procedural matters relating to the mail balloting process and tally shall be
38 conducted in accordance with Association Policy 610.

39
40 (2) Only Active CSEA members in good standing employed within the
41 bargaining unit(s) shall be entitled to vote.

42
43 (3) Members shall be notified of the date, time(s) and location where
44 the balloting will be conducted for their designated site. Such notice shall be issued at
45 least five (5) working days in advance unless an exception is granted by the
46 Association's Executive Director under provisions of Policy 610.

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1 (3) At least two (2) election tellers shall be appointed to conduct the
2 balloting at each voting site. Listings of members in good standing eligible to vote will
3 be provided to the Tellers.
4

5 (4) The results of the balloting shall be provided to the membership no
6 later than five (5) days following the vote tally, and shall be announced at the next
7 Chapter meeting. It shall require a majority vote to ratify.
8

9 **Section 5. Executed Agreement:** Every collective bargaining agreement
10 shall be executed by both the Association and appropriate representatives of this
11 Chapter. No contract shall be valid which has not been ratified by the Chapter
12 membership.
13

14 **ARTICLE XIV** 15 **CONCERTED ACTIVITIES** 16

17 **Section 1.** No concerted withholding of service shall be instituted by this
18 Chapter unless such concerted action has been approved at a regular or special
19 membership meeting, advance notice having been given, by secret ballot vote of not
20 less than sixty-five percent (65%) of the Active members in good standing present and
21 voting; and approval for such concerted activity has been granted by the Association's
22 Board of Directors.
23

24 **Section 2.** If the dispute relates to contract negotiations, no concerted
25 withholding of service shall be instituted unless the last offer of the employer has been
26 submitted to the Chapter membership in accordance with Article XIII of this Constitution
27 and has been rejected, and the requirements of Section 1 above shall have been met.
28
29

30 **ARTICLE XV** 31 **AMENDMENTS TO CONSTITUTION** 32

33 **Section 1.** This Constitution shall at all times conform to all provisions of the
34 Association Constitution & Bylaws and Policy, and where any conflict should occur, the
35 Association Constitution & Bylaws and/or Policy shall prevail.
36
37

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

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

5
6 **Section 4.** All amendments shall be submitted to the Association's Executive
7 Director immediately following their adoption by the Chapter. **No amendment shall**
8 **become operative until approved by the Executive Director, or designee, or action**
9 **of the Association's Board of Directors in accordance with Article III, Section 8 of**
10 **the Association's Constitution.**

11
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13 **ARTICLE XVI**
14 **DISBANDMENT OF CHAPTER**

15
16 **Section 1.** Should the Chapter disband for any reason, all financial accounts
17 shall be transferred to the control of the Association, and a final audit of the financial
18 books and records of the Chapter shall be made in conjunction with the Association's
19 Financial Analyst/Auditor. Upon conclusion and certification of such audit, final
20 distribution of funds shall be as follows:

- 21
22 (a) All outstanding obligations of the Chapter shall be promptly paid.
23
24 (b) All funds due and owing the Association shall be promptly remitted to the
25 Association's general fund.
26
27 (c) Funds then remaining shall then be distributed for purposes as
28 appropriate and authorized in accordance with provisions contained in Association
29 Policy 612.

30
31
32 **ARTICLE XVII**
33 **PARLIAMENTARY AUTHORITY**

34
35 The rules contained in the current edition of *Robert's Rules of Order, Newly*
36 *Revised* shall govern the Chapter in all cases in which they are not inconsistent with this
37 Constitution, the Constitution & Bylaws or Policy of the Association, and any special
38 rules the Chapter may adopt.

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41 **ARTICLE XVIII**
42 **FISCAL YEAR**

43
44 The fiscal year of this Chapter shall extend from January 1 through December
45 31, inclusive.
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2 **ARTICLE XIX**
3 **CHAPTER PRE-RETIREMENT RESOURCE PERSON**

4 **Section 1.** A Chapter Pre-Retirement Resource Person shall be appointed by
5 the President and approved by the Executive Board.

6
7 **Section 2.** Their duties shall be to:

8
9 (a) Direct chapter members to the right sources so they receive the best
10 retirement information available.

11
12 (b) Attend Chapter meetings and training workshops/seminars as directed
13 and approved by the Chapter President.

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