

**CONSTITUTION OF
Riverside Community College District Employees Chapter No. 535, CSEA
Adopted April 1, 1983
Latest Revision September 26, 2008**

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

Where used throughout this document, "Association" means the California School Employees Association, the statewide governing body for this organization; "organization" and "Chapter" are interchangeable and mean Riverside Community College District Employees Chapter No. 535, CSEA.

APPROVED

California School Employees Association

Date: February 14, 2009

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

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**ARTICLE I
NAME AND OBJECTS**

Section 1. Name: The name of this organization shall be Riverside Community College District Employees Chapter No. 535 of the California School Employees Association.

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

**ARTICLE II
MEMBERSHIP**

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

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

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

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

(3) Nothing herein shall be construed to require continued Active status of members under paragraphs (1) and (2) above for the purpose of continued CSEA representation regarding their employment/reemployment rights. However, retention of Active status shall be required for such employees to continue to be eligible to hold

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

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

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

21
22 (c) **Lifetime Retired:** Any person who was a member of the Chapter at the
23 time of retirement may become a "Lifetime Retired" member of this Chapter upon
24 payment of a one-time fee of \$20.00. Such members shall be permitted to attend
25 Chapter meetings and social functions and to receive the Chapter newsletter as long as
26 they live in the local area. They shall not otherwise be accorded voice, vote or other
27 participation in Chapter affairs.

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

37
38 Should such member cease to be a retired member in good standing of the
39 Association, his/her Chapter membership shall automatically terminate.

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

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

3 (a) Membership "in good standing" shall be effective and shall continue upon
4 receipt of the required dues for the current month. For purposes of establishing voting
5 rights and eligibility to hold an elected or appointed office, Active members whose dues
6 are paid via payroll deduction shall not be deemed to be in good standing until the first
7 of the month following the month in which the first dues are deducted, unless s/he pays
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.
26

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

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

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

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

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

5
6 **Section 5. Delinquency & Resignation:**

7
8 (a) Members who no longer wish to retain that status may resign CSEA
9 membership by written notification to the Chapter Treasurer. They shall become fair
10 share service fee payers subject to the same fair share service fees and rights, benefits
11 and burdens as provided under Section 4 of this article.

12
13 (b) Any member failing to pay all dues owed for the current month shall be
14 deemed delinquent and shall not be considered to be in good standing until such
15 delinquency has been remitted. Any member allowing his/her arrearages for dues to
16 run over ninety (90) days shall be conclusively presumed to have resigned his/her
17 membership effective on said date and if applicable shall be subject to paragraph (a)
18 above and such action as may be provided under the collective bargaining agreement,
19 unless the Treasurer is notified thirty (30) days prior thereto that the member has not
20 resigned and arrangements for payment of arrearages are made.

21
22 (c) Members who have resigned shall, upon reapplication, be admitted as
23 new members.

24
25 **Section 6. Expulsion, Suspension, Discipline:**

26
27 (a) No member may be involuntarily removed from the membership rolls
28 except as provided for in Sections 3 and 5 above, or in accordance with the procedures
29 for expulsion, suspension and discipline of members as specified in the Association
30 Constitution.

31
32 (b) All matters for proposed disciplinary action against members shall be
33 referred to the Association for action, except that members may be recalled from office
34 in accordance with provisions of Article XI of this Constitution.

35
36
37 **ARTICLE III**
38 **DUES and ASSESSMENTS**

39
40 **Section 1. Association Per Capita Dues**

41
42 (a) Per capita dues to the Association for Active members shall be assessed
43 at the rate of 1.5% of the first \$2,450 of monthly gross salary (*excluding overtime*, but
44 *including* longevity, professional growth and anniversary increments), but not to exceed
45 a maximum of \$367.50 for the 12-month period commencing each September 1st and
46 continuing through the following August 31st. Said dues shall be payable by payroll
47 deduction or annually in advance direct to the Association.

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

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

11 **Section 2. Chapter Dues.** Local Chapter dues for Active members of this
12 Chapter shall be \$30.00 per year, payable by payroll deduction during each of the
13 months September through June in which the member is in regular paid status; or
14 payable annually in advance to the Chapter Treasurer.
15

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

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

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

30
31 **ARTICLE IV**
32 **OFFICERS & EXECUTIVE BOARD/ELECTION PROCEDURES**
33

34 **Section 1. Officers:** The following officers shall be elected by and from
35 among the total Active membership of the Chapter, regardless of the location of their
36 employment: President, 1st Vice President, Secretary, Treasurer, Public Relations
37 Officer, and Chief Job Steward.
38

39 A Vice President-Moreno Valley Campus, a Vice President-Norco Campus, and
40 a Vice President-Riverside Campus shall be elected by and from among the Active
41 Chapter members employed at the respective campuses.
42

43 A Member at Large-Moreno Valley Campus, a Member at Large-Norco Campus,
44 and a Member at Large-Riverside Campus shall be elected by and from among the
45 Active Chapter members employed at the respective campuses.
46

47 **Section 2. Executive Board:** The elected officers designated in Section 1
48 shall constitute the Executive Board of this Chapter.

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

3
4 (a) Nominees for elected office shall be Active members of the Chapter in
5 good standing at the time of nomination and can only accept nomination for one (1)
6 Executive Board office.

7
8 **Section 4. Nominating and Election Procedures:**

9
10 (a) A Nominating Committee appointed as hereinafter provided shall provide
11 its recommendations (nominations) to fill the elective offices listed in Section 1, which
12 shall be submitted annually at the October Chapter meeting.

13
14 (b) Nominations for these offices shall also be accepted from the floor at the
15 October and November Chapter meetings.

16
17 (c) If, after nominations are closed at the November Chapter meeting there is
18 only one (1) nomination for an office, the single nominee shall be declared elected to
19 the office, and no balloting or other action shall be required. The Chapter President
20 shall so notify the membership in writing as soon thereafter as possible.

21
22 (d) When there is more than one (1) nominee for an office, a secret ballot
23 election shall be conducted on the day scheduled for the December Chapter meeting.
24 Balloting shall be conducted at such times and at campus site locations as determined
25 by the Chapter President. Hours for balloting shall be set so that polls will close prior to
26 the start of the Chapter meeting.

27
28 Those eligible to vote for the positions of Campus Vice President and Member at
29 Large shall only be those members in good standing present who are employed in the
30 respective campus.

31
32 (e) Every member shall be notified, at least five (5) working days in advance
33 of the date set for balloting, of the exact location of their balloting site, the specific date
34 and time (hours) during which balloting will take place, and the candidates and offices
35 which will appear on the ballot. At least two (2) election tellers will be present at each
36 balloting site to verify voter eligibility and secure the balloting process.

37
38 (f) Immediately following the appointed hour for close of polls, the election
39 tellers shall deliver the ballot boxes, sign-in sheets, and related materials to a pre-
40 determined location where the tally will then take place.

41
42 (g) All procedural matters relating to the site balloting process and tally shall
43 be conducted in accordance with Association Policy 618 and *Robert's Rules of Order*.
44 All candidates shall be permitted to appoint an observer at each site to observe the
45 balloting procedures, and each candidate or his/her representative shall be permitted to
46 observe the ballot tally.

1 (h) It shall require a plurality vote to elect an officer. If a tie exists, the election
2 shall be determined by lot (draw) between the tied candidates. Write-in votes shall not
3 be accepted. The official ballot tally shall be provided in writing to all candidates within
4 five (5) working days, and shall be announced at the December Chapter meeting, where
5 the presiding officer shall officially declare the winning candidates or announce such
6 other action as may be necessary.
7

8 (i) All ballots, including used, unused, invalid and challenged ballots, sign-in
9 sheets, tally sheets, and related election documents, including notices of nomination
10 and election, shall be retained by the Chapter Secretary for one (1) year, or until any
11 and all challenges to the election or charges of misconduct in running the election have
12 been resolved, whichever is the longer period.
13

14 **Section 5. Terms of Office:** Elected officers shall take office and assume
15 their duties on the January 1 following their election and shall continue to serve for
16 one (1) year or until their successors are elected, provided that any officer shall
17 automatically forfeit such office if they cease to be an Active member in good standing.
18

19 **Section 6. Installation:** Installation of officers shall be held no later than
20 January 31.
21

22 **Section 7. Vacancies:**
23

24 (a) A vacancy in the office of President shall be filled by the 1st Vice
25 President.
26

27 (b) A vacancy in an office of Campus Vice President or Member at Large shall
28 be filled by vote of the Active members in good standing employed within the
29 designated campus present at a meeting at which nominations are taken and a secret
30 ballot vote conducted, provided that at least five (5) working days advance notice shall
31 be given as to the date, time, and place of said meeting.
32

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

41
42 **ARTICLE V**
43 **AUTHORITY OF EXECUTIVE BOARD/DUTIES OF OFFICERS**
44

45 **Section 1. Executive Board:** The Executive Board shall have general
46 supervision of the affairs of the Chapter between the general membership meetings. It
47 shall transact the routine business of the Chapter as authorized and required herein,
48 approve the plans of the various committees, prioritize and determine recommendations

1 on matters requiring discussion and action by the general membership, and perform
2 such other duties as are specified in this constitution. The Board shall be subject to the
3 orders of the Chapter membership, and none of its actions shall conflict with actions
4 taken by the Chapter membership.

5
6 A report on all actions taken by the Executive Board shall be made to the
7 membership at the next regular or special Chapter meeting, with such actions subject to
8 membership ratification if appropriate.

9
10 Minutes of Chapter and Executive Board meetings shall be kept on file for at least
11 five (5) years. Chapter financial records shall be kept on file for at least five (5) years.

12
13 The Executive Board shall meet at the call of the President or at such times and
14 places designated by it; the President shall call a special meeting upon the written
15 request of a majority of the Board.

16
17 A majority of the members of the Executive Board shall constitute a quorum.

18
19 **Section 2. Duties of Officers, General:** Upon separation from office, an
20 officer shall immediately turn over to his/her successor or other properly designated
21 CSEA official all books, records, money and other effects of the Chapter in his/her
22 possession.

23
24 **Section 3. President:** The President shall:

25
26 (a) Be Chairperson of the Executive Board, call and preside over all meetings
27 of the Chapter and Executive Board at which s/he is in attendance.

28
29 (b) Fix the time and place of meetings except as otherwise directed by the
30 membership.

31
32 (c) Set the agenda for Chapter meetings, as noted in Article VI.

33
34 (d) Appoint the various committees, standing or special, required by this
35 constitution or established by the Executive Board, or as may be ordered by vote of the
36 membership, except as otherwise provided herein.

37
38 (e) Attend all regional presidents' meetings (RPM's) and such other meetings
39 as required by the Association or direction of the Chapter, and report back to the
40 Executive Board and Chapter membership at the next Chapter meeting, with
41 recommendations for Chapter action or as otherwise required.

42
43 (f) Perform such other duties as normally pertain to the office of President or
44 ordered by this constitution.

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

- 2
- 3 (a) In the absence or disability of the President, possess all of the powers and
4 perform all of the duties in his/her stead.
- 5
- 6 (b) At all times assist the President in the performance of his/her duties.
- 7
- 8 (c) Assume the office of President if a vacancy occurs.
- 9
- 10 (d) Compile a report on the activities and achievements of the Chapter and
11 forward a copy of same to each member in January.
- 12
- 13 (e) Serve as Chairperson of the Membership Committee.
- 14
- 15 (f) Perform new employee orientation.
- 16
- 17 (g) Coordinate appointments of committees.
- 18
- 19 (h) Coordinate the Chapter meeting snacks/meals (when applicable), with the
20 assistance of the Members at Large.
- 21
- 22 (i) Perform such other duties as may be assigned by the President/Executive
23 Board or ordered by this constitution.
- 24

25 **Section 5. Campus Vice Presidents:** The Campus Vice Presidents shall:

- 26
- 27 (a) In the absence or disability of the 1st Vice President, perform appropriate
28 duties of the 1st Vice President at his/her campus, as assigned by the President.
- 29
- 30 (b) Assist the 1st Vice President in the performance of his/her duties.
- 31
- 32 (c) Serve as his/her campus liaison under the direction of the President
33 and/or Executive Board.
- 34
- 35 (d) Assist the 1st Vice President with new employee orientation.
- 36
- 37 (e) As requested, assist President with committee appointments at his/her
38 campus.
- 39
- 40 (f) Perform such other duties as may be assigned by the President/Executive
41 Board or ordered by this constitution.
- 42

43 **Section 6. Secretary:** The Secretary shall:

- 44
- 45 (a) Keep an accurate record of all proceedings of Chapter and Executive
46 Board meetings, including an accurate roll of members and officers in attendance at
47 each.
- 48

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

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

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

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

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

17
18 (g) Perform such other duties as normally pertain to the office of Secretary or
19 as may be assigned by the President/Executive Board or ordered by this constitution.

20
21 **Section 7. Treasurer:** The Treasurer shall:

22
23 (a) Receive all funds of the Chapter and keep and disburse same under the
24 direction of the President and as required by the Constitution & Bylaws of the
25 Association and this Chapter.

26
27 (b) Keep or cause to be kept regular books and full accounts which shall be
28 open at all times to inspection of the President or his/her agent and the Auditing
29 Committee.

30
31 (c) Provide access to all records, vouchers and statements to the Auditing
32 Committee for annual inspection at the close of each fiscal year.

33
34 (d) Report at each meeting of the Executive Board and Chapter as to the
35 financial condition of the treasury with a detailed statement of receipts and expenditures
36 and accounts payable, to include per capita dues/fees paid and owed to the Association
37 if any. The report to the Executive Board should also include copies of the bank
38 statement(s)/reconciliation(s).

39
40 (e) Prepare the annual PERB financial report to include the last day of the
41 fiscal year, and immediately submit same to the President for review and forwarding to
42 the Association, and the membership.

43
44 (f) Promptly process and forward membership applications and dues
45 payments to CSEA Headquarters and payroll deduction authorizations to proper district
46 office for processing.

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48

1 (g) Maintain an accurate record of members in good standing, and prepare
2 such monthly reports and remittances as may be required by the Association and
3 promptly forward to CSEA Headquarters within thirty (30) days of request.
4

5 (h) Assist in preparation of the Chapter budget.
6

7 (i) Upon leaving office, sign such bank signature cards or other documents
8 necessary for the transfer of all Chapter accounts to the new Treasurer.
9

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

13 **Section 8. Public Relations Officer:** The Public Relations Officer shall:
14

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

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

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

24 **Section 9. Chief Job Steward:** The Chief Job Steward shall:
25

26 (a) Ensure that the Job Steward program of the Chapter functions according
27 to the requirements set forth in this constitution; and maintain the necessary records on
28 matters of contract enforcement to permit the Chapter to effectively represent
29 bargaining unit employees.
30

31 (b) Process all grievances not settled at the immediate-supervisory level,
32 unless CSEA staff assistance is required.
33

34 (c) Serve as Chairperson of the Grievance Committee; and keep the
35 Executive Board informed on all grievance activity.
36

37 (d) In coordination with the Members at Large, call and conduct periodic
38 meetings between the Site Representatives and Job Stewards to ensure an appropriate
39 level of communication and coordination between these two programs.
40

41 **Section 10. Members at Large:** The Members at Large shall:
42

43 (a) At all times, assist the Campus Vice Presidents in the performance of their
44 duties.
45

46 (b) Serve as Chief Site Representatives for his/her campus.
47
48

- 1 (1) Pledge of Allegiance to the Flag
- 2 (2) Approval of Minutes of the Previous Meeting
- 3 (3) Communications
- 4 (4) Report of Executive Board Actions
- 5 (5) Treasurer's Report
- 6 (6) Committee Reports
- 7 (7) Report of the Negotiating Committee/Team
- 8 (8) Unfinished Business
- 9 (9) New Business
- 10 (10) Good of the Order
- 11 (11) Adjournment

12
13 **Section 5. Quorum for Meetings:** It shall require at least seven (7) members
14 in good standing in attendance at any Chapter meeting for business to be conducted.
15

16
17 **ARTICLE VII**
18 **CONTROL OF FUNDS / BUDGET**
19

20 **Section 1.** All funds received shall be deposited in the name of Riverside
21 Community College District Employees Chapter No. 535, CSEA, in such bank or other
22 financial institution as approved by the Executive Board. No funds shall be disbursed
23 except by check, duly authorized and signed by the Treasurer and the President. In the
24 event of absence of, inability to act by, or vacancy in the office of Treasurer, funds shall
25 only be disbursed upon signature of the President and one (1) of the following: 1st Vice
26 President, Secretary.
27

28 **Section 2.** The Executive Board shall prepare an annual budget for approval
29 of the Chapter membership no later than December of each year, which shall contain
30 itemized estimated receipts and expenditures, and amounts to be set aside as a reserve
31 fund, if any. The approved budget shall then regulate the expenditures of the Chapter,
32 except that the Treasurer shall submit any single expenditure in excess of \$100 to the
33 Executive Board for prior approval. Expenditures in excess of those approved in the
34 budget must have prior approval of the Chapter membership.
35

36
37 **ARTICLE VIII**
38 **COMMITTEES**
39

40 **Section 1. Standing Committees:** The President shall appoint the following
41 standing committees, which appointment shall be subject to the ratification of the
42 Executive Board:
43

<u>Committee</u>	<u>Minimum Membership</u>
Auditing	3
Elections	3
Grievance	4
Membership	4

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	<u>Committee</u>	<u>Minimum Membership</u>
1		
2	Negotiating	as provided in Section 11
3	Nominating	3
4	Political Action	3
5		

6 **Section 2. Ad Hoc Committees:** Such other committees as the Executive
7 Board or the Chapter membership may deem necessary to perform a specified task for
8 the welfare of the Chapter may be appointed. The President, with assistance from the
9 Campus Vice Presidents (when requested), shall determine the composition of such
10 committees and the timelines for completion of their assigned duties. Such ad hoc
11 committees shall cease to function upon completion of their specified task.

12
13 **Section 3.** The 1st Vice President shall, with assistance from Campus Vice
14 Presidents (when requested), act as coordinator of all appointed committees; and shall
15 be Chairperson of the Membership Committee. The Chief Job Steward shall be
16 Chairperson of the Grievance Committee.

17
18 **Section 4.** The President shall be an ex-officio member of all committees,
19 except the Auditing, Elections, and Nominating Committees.

20
21 **Section 5. Quorum:** A majority of the members of any committee must be
22 present at any meeting to constitute a quorum.

23
24 **Section 6. Terms:** Unless otherwise provided herein, the term of office for all
25 committees shall be from January 1 until the end of the Chapter and fiscal year or until
26 their successors are appointed, provided that any committee member shall
27 automatically forfeit the office if they cease to be an Active member in good standing.

28
29 **Section 7. Auditing Committee:**

30
31 (a) The Auditing Committee shall consist of at least one (1) member from
32 each of the three (3) campuses unless otherwise recommended by the President and/or
33 Executive Board.

34
35 (b) It shall be the duty of this committee to receive and audit the books and
36 records of the Treasurer immediately after the close of each fiscal year, and at such
37 other times as may be directed by the President, and report its findings to the Chapter
38 membership.

39
40 **Section 8. Elections Committee:**

41
42 (a) The Elections Committee shall consist of at least one (1) member from
43 each of the three (3) campuses unless otherwise recommended by the President and/or
44 Executive Board.

45
46 (b) It shall be the duty of this committee to supervise and assist in the
47 preparation, distribution, and counting of the ballots in all elections (including contract
48 ratifications) within the Chapter, and certify the results to the Chapter President. In

1 addition, the committee shall ensure that election procedures are in accordance with
2 applicable provisions of the Association's Constitution & Bylaws and Policy, and this
3 constitution.

4
5 **Section 9. Grievance Committee:**

6
7 (a) The Grievance Committee shall consist of the Chief Job Steward as Chair
8 plus at least one (1) member from each of the three (3) campuses unless otherwise
9 recommended by the President and/or Executive Board.

10
11 (b) It shall be the duty of the Grievance Committee to supervise and assist the
12 operation of the Chapter's Job Steward program. The committee shall ensure that all
13 grievances are handled properly in their investigation and filing and consistent in their
14 resolution.

15
16 (c) The committee shall be empowered to review proposed settlements of
17 grievances undertaken by individual members of the bargaining unit (i.e., without
18 representation of a Job Steward or CSEA staff) to ensure they are resolved consistent
19 with provisions of the collective bargaining agreement.

20
21 (d) The committee shall review all grievances going beyond the immediate
22 supervisory level to determine whether CSEA staff assistance should be obtained. If
23 staff assistance is required, the Executive Board shall be so notified.

24
25 (e) The committee shall review all grievances being considered for arbitration
26 and recommend to the Executive Board whether each particular case should be
27 arbitrated.

28
29 **Section 10. Membership Committee:**

30
31 (a) The Membership Committee shall consist of the 1st Vice President as
32 Chair plus at least one (1) member from each of the three (3) campuses unless
33 otherwise recommended by the President and/or Executive Board.

34
35 (b) It shall be the duty of this committee to strive for 100% CSEA membership
36 within the represented bargaining unit(s), and to prepare and execute a program
37 designed to secure new members and stimulate membership attendance at each
38 campus and Chapter meetings on an ongoing basis.

39
40 **Section 11. Negotiating Committee (Team):**

41
42 (a) The Negotiating Committee shall consist of a Chairperson plus one (1)
43 representative from each of the campuses, as follows: Moreno Valley Campus, Norco
44 Campus, and Riverside Campus.

45
46 (b) The committee members shall be appointed by the President, ratified by
47 the Executive Board, from among the members in good standing employed at each
48 campuses designated above. In addition, every reasonable attempt should be made to

1 represent each major service area included in the bargaining unit – Academic, Business
2 Services, Facilities, and Student Services.

3
4 (c) Term of office for the appointed members shall commence on January 1
5 and continue for two (2) years or until their successors are appointed.

6
7 (d) Vacancies shall be filled by appointment by the President within the
8 affected campus for the remainder of the original term only.

9
10 (e) **Duties:** It shall be the duty of the Negotiating Committee to:

11
12 (1) Research issues and prepare and submit initial bargaining
13 proposals (including proposals on re-openers) for review and approval of members in
14 good standing of the bargaining unit(s) prior to commencement of negotiations.

15
16 (2) Negotiate the contract (including re-openers and modifications) for
17 and on behalf of the Chapter with assistance from CSEA field staff.

18
19 (3) Keep the Executive Board and the membership informed on the
20 progress of negotiations and solicit membership input where advisable.

21
22 (4) Ensure that all bargained agreements are submitted for ratification
23 of the bargaining unit(s) in accordance with Article XIII of this constitution.

24
25 **Section 12. Nominating Committee:**

26
27 (a) The Nominating Committee shall consist of at least one (1) member from
28 each of the three (3) campuses unless otherwise recommended by the President and/or
29 Executive Board.

30
31 (b) It shall be the duty of this committee to investigate the qualifications of
32 members for the elective Executive Board offices and submit such nominees as in its
33 judgment will best serve the interests of the Chapter. Nominations shall be reported to
34 the Chapter membership as required by Article IV of this constitution.

35
36 **Section 13. Political Action Committee:**

37
38 (a) The Political Action Committee shall consist of at least one (1) member
39 from each of the three (3) campuses unless otherwise recommended by the President
40 and/or Executive Board.

41
42 (b) It shall be the duty of this committee to:

43
44 (1) Keep the members informed about the legislative program of the
45 Association.

46
47
48

1 (2) May recommend to the Chapter membership legislative proposals it
2 deems desirable for submission to the Association's Legislative Committee for
3 consideration and inclusion in the Association's legislative program.
4

5 (3) Develop and implement a Chapter alert system designed for
6 emergency contact of the membership when immediate Chapter action is necessary on
7 contract matters, legislative and political issues, and other items of importance to the
8 Association and Chapter.
9

10 (4) Keep abreast of political activities affecting the Chapter and the
11 Association as relates to school board elections, appropriate state assembly and senate
12 districts, support of candidates for statewide offices, support or opposition of initiatives
13 and propositions.
14

15 (5) Render regular reports at Chapter meetings, and recommend any
16 political action or activity it considers appropriate; submit such recommendations as
17 may be approved to PACE of CSEA.
18

19 (6) Work cooperatively with the Political Action Coordinator (PAC),
20 appropriate staff and Area PACE and Legislative Committee representatives in
21 furtherance of the Association's legislative and political goals.
22

23 (7) Encourage all members to financially support PACE of CSEA and
24 the Victory Club, and educate the membership regarding the necessity for active
25 participation, at least as relates to the school board and local assembly and senate
26 district elections.
27

28 **ARTICLE IX**

29 **JOB STEWARDS**

30
31
32 **Section 1. Election:** Job Stewards in sufficient numbers to serve the needs of
33 the membership shall be elected to serve each campus. The Executive Board shall
34 determine the number of Stewards to be elected for each area of representation.
35

36 (a) No later than December of the designated election year, the members in
37 good standing employed in each of the service areas designated above shall meet and
38 elect from among themselves their Job Steward(s). The Executive Board shall set the
39 time, date and place of such election meetings. The Chapter President shall preside at
40 said election meetings, at which nominations will be taken and a secret ballot vote shall
41 be conducted. All procedural matters relating to these elections, including timelines for
42 notice to the affected members, shall be in accordance with Association Policy 618.
43

44 **Section 2. Term of Office:** Term of office for Job Stewards shall be from the
45 January 1 following their election to the end of the Chapter and fiscal year, or until their
46 successors are elected, provided that any Job Steward shall automatically forfeit such
47 office if they cease to be an Active member in good standing employed within the
48 designated service area. Vacancies shall be filled by special election, from among the

1 qualified members in good standing employed within the affected service area, for the
2 remainder of the original term only.

3
4 **Section 3. Duties:** The Job Steward(s) shall:

5
6 (a) Attend annual training sessions for Job Stewards provided by the
7 Association and/or other appropriate training as directed by the President.

8
9 (b) Attend joint Job Steward/Site Representative (site council) meetings as
10 directed by the Chief Job Steward.

11
12 (c) Educate bargaining unit employees about their rights under the contract
13 and determine how problems arising under the contract can best be handled.

14
15 (d) Act as the basic channel of communication between the employees and
16 the Chapter and relay specific member concerns to the Chapter's Negotiating
17 Committee for incorporation into the bargaining proposals.

18
19 (e) Investigate and prepare grievances for processing and handle grievances
20 at the immediate-supervisory level, and be present as required during other steps of the
21 grievance procedure.

22
23 (f) Immediately inform the Chief Job Steward of all grievances received;
24 immediately report to the Chief Job Steward the settlement of grievances processed or
25 the failure to settle within contractual timelines.

26
27 (g) **Preserve the confidentiality** of personal grievances, resolve differences
28 among the membership in grievance handling; maintain a file on all grievances handled
29 which shall be turned over to the Chief Job Steward upon completion.

30
31
32 **ARTICLE X**
33 **SITE REPRESENTATIVES**

34
35 **Section 1.** Site Representatives to serve each worksite shall be appointed by
36 the President and ratified by the Executive Board. The Executive Board shall determine
37 the number of Site Representatives to be appointed and area of representation of each.

38
39 **Section 2.** Site Representative duties shall be to:

40
41 (a) Educate bargaining unit members about their rights under the contract and
42 determine how problems arising under the contract can best be handled.

43
44 (b) Act as the basic channel of communication between the employees and
45 the Chapter, and relay specific member concerns to the Campus Vice President or
46 Member at Large.

47
48 (c) Recruit employees into CSEA membership.

1 (d) Keep CSEA bulletin boards up-to-date and clear of non-CSEA material.
2

3 (e) Attend Chapter meetings; attend training workshops and other seminars
4 as directed and approved by the Chapter President; attend joint Job Steward/Site
5 Representative (site council) meetings as may be called by the Chief Job Steward
6 and/or Member at Large.
7

8 **Section 3.** Term of office for Site Representatives shall be from appointment
9 to the end of the Chapter and fiscal year, unless otherwise removed as provided herein.
10

11 **ARTICLE XI**
12 **RECALL OR REMOVAL FROM OFFICE**
13

14 **Section 1. Recall of Elected Offices**
15

16
17 (a) Members of the Executive Board (other than the Campus Vice Presidents
18 & Members at Large) and conference delegates and alternates may be recalled from
19 office upon a two-thirds (2/3) secret ballot vote of Active members of the Chapter in
20 good standing present and voting at a meeting called for the purpose of a recall action.
21 Campus Vice Presidents, Members at Large, and Job Stewards may be recalled from
22 office by a two-thirds (2/3) secret ballot vote of the Active members in good standing of
23 the respective campus from which the position was originally elected who are present
24 and voting at a designated meeting.
25

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

31 (c) Upon receipt of the petition, the Executive Board shall arrange for a
32 special meeting to be held not less than fifteen (15) days nor more than thirty (30) days
33 following its receipt, at which the charged person shall be afforded opportunity to rebut
34 the charges, including presentation and cross-examination of witnesses as may be
35 appropriate, and the secret ballot vote shall be conducted. Attendance at said meeting
36 shall be restricted to members of the Executive Board and members of the Chapter in
37 good standing who are eligible to vote on the particular recall action, authorized
38 representatives of the Association, and such witnesses as may be pertinent to the
39 action. Notice specifying time, date, and place and the specific nature/purpose of the
40 meeting shall be issued to those eligible for attendance at least ten (10) days in
41 advance.
42

43 **Section 2. Removal of Appointed Offices**
44

45 (a) Any appointee of the President/Executive Board may be removed from
46 office by a two-thirds (2/3) vote of the Executive Board, a quorum being present,
47 provided such person shall be provided at least five (5) days advance notice of the
48 reasons for removal and the time, date and place where the Board will meet to vote on

1 the matter. At said meeting the member shall be afforded an opportunity to provide
2 rebuttal argument prior to the vote being taken.

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

7
8 **Section 3. Resignation from Office**

9
10 (a) A resignation by an elected officer is not effective until accepted by the
11 Active members in good standing present at a Chapter meeting.

12
13 (b) A resignation by any appointee of the President/Executive Board is not
14 effective until accepted by the President/Executive Board.

15
16 **Section 4. Failure to Attend Meetings**

17
18 (a) The Executive Board shall direct the Chapter Secretary, or in the absence
19 of the Chapter Secretary the 1st Vice President or another Executive Board officer, to
20 send a written notice to any elected officer who fails to attend three (3) consecutive
21 meetings or three (3) consecutive Chapter meetings, unless excused for cause. The
22 notice shall state that a recall petition will be initiated at the next Executive Board
23 meeting unless the elected officer voluntarily resigns his/her office prior to the next
24 Executive Board meeting.

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

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

33
34 (a) The Chapter President.

35
36 (b) Additional delegates in such number as may be authorized by the Chapter
37 for attendance, but not to exceed the total number authorized by the Bylaws of the
38 Association, shall be elected as provided in Section 3 below.

39
40 **Section 2. Eligibility:** Delegates shall be elected from among the Active
41 members in good standing of the Chapter who have attended at least six (6) Chapter
42 meetings and/or trainings within a year (12 months) prior to March (month nominations
43 are made).

44
45 **Section 3. Election:**

46
47 (a) Nominations for the authorized delegate positions, other than the
48 President, shall be taken at the regular Chapter meeting in March, and election shall be

1 by secret ballot at the regular Chapter meeting in April. Alternates in sufficient numbers
2 for each of the authorized delegates, to include an alternate for the President, shall also
3 be elected.

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

8
9 (c) In the event a delegate cannot attend, the Executive Board shall
10 determine which alternate shall replace the authorized delegate, based on the number
11 of votes received at election.

12
13 **Section 3. Responsibilities:** Delegates shall attend all conference business
14 and other sessions of importance to the Chapter. In addition, the delegates shall:

15
16 (a) Read and confirm understanding of the Chapter's authorized
17 reimbursement/expense form.

18
19 (b) Attend at least one (1) orientation meeting at the regional or area level of
20 the Association concerning the resolutions to the upcoming conference, as directed by
21 the Executive Board.

22
23 (c) When the President does not attend the conference, submit a brief written
24 report on conference activities to the President within three (3) weeks following the
25 conference.

26
27 (d) Render an oral report to the Chapter membership at the first Chapter
28 meeting after the conference, which shall also be set forth in written form and distributed
29 to all members.

30
31 (e) Submit a detailed report of expenditures, using the Chapter's authorized
32 reimbursement/expenses form, to the Chapter Treasurer within three (3) weeks
33 following the conference; and, if an expense advance has been provided by the
34 Chapter, reimburse the Chapter treasury for advance funds not utilized for authorized
35 purposes.

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

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

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

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

48

1 (b) Copies of the Chapter's initial proposal and the employer's initial proposal
2 shall be submitted to the Field Director and Labor Relations Representative for review.
3

4 **Section 3. Negotiated Agreement:**
5

6 (a) When the Negotiating Committee has negotiated a contract, tentative
7 agreement, or modifications to an existing contract, it shall immediately submit one (1)
8 copy to the CSEA Labor Relations Representative assigned to service the Chapter, for
9 review by the Association prior to membership ratification.
10

11 (1) All contract modifications shall be submitted to the Labor Relations
12 Representative for review by the Association. However, membership ratification shall
13 not be required for those items listed as exceptions to the definition of "modifications"
14 within the provisions of Association Policy 610, unless they are included as part of
15 contract re-opener negotiations.
16

17 **Section 4. Ratification Procedures:**
18

19 (a) A copy of the tentative agreement or a summary of the tentative
20 agreement, and a statement as to whether the Negotiating Committee is recommending
21 ratification or rejection of the agreement, shall be provided each CSEA member of the
22 bargaining unit(s) prior to the ratification meeting. If a summary only is provided, copies
23 of the tentative agreement containing the exact language of the proposal shall be
24 provided at the meeting.
25

26 (b) The Chapter President/Executive Board shall set the date, time and place
27 for the ratification meeting, which shall be open to attendance by all employees within
28 the bargaining unit(s), whether or not they are CSEA Chapter 535 members.
29

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

- 34 (1) To individual bargaining unit employees utilizing the U.S. mail,
35 employer's mail system, and/or listserv;
36 (2) Distribution by Site Representatives or others;
37 (3) Posting in prominent locations at each worksite.
38

39 **Exception to the above:** The Association's Executive Director, or
40 designee, may approve a notice period of less than five (5) working days upon request
41 of the Chapter President, if it is determined that an immediate ratification meeting would
42 be advisable.
43

44 (d) **Conduct of Meeting and Vote:**
45

46 (1) The Negotiating Committee shall review the provisions of the
47 tentative agreement and indicate its recommendations for ratification or rejection and
48 reasons therefore.

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

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

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

18
19 (5) Ballots shall be tallied and results announced prior to close of the
20 meeting. A majority vote shall ratify.

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

26
27
28 **ARTICLE XIV**
29 **CONCERTED ACTIVITIES**

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

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

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**ARTICLE XV
AMENDMENTS TO CONSTITUTION**

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

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

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

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

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**ARTICLE XVI
DISBANDMENT OF CHAPTER**

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

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

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

