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# UNIT CONSTITUTION

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THIS CONSTITUTION IS MANDATED BY THE BOARD OF DIRECTORS OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. FOR USE BY ALL UNITS OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, AND SUPERSEDES ALL PREVIOUSLY ADOPTED CONSTITUTIONS.

*AS AMENDED*

**JULY 2013**

*AS PRINTED*

**JULY 2013**



# CSEA MISSION STATEMENT

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*As working men and women — every one and everywhere — we are our greatest resource.*

*We organize and represent workers to ensure our voice is heard, our place at the table is kept and the American dream is ours in the 21st Century.*

*As a labor union, we hold these values as our working principles:*

***Honesty:*** *We are honest with ourselves and each other.*

***Inclusiveness:*** *Every group, every idea is welcomed.*

***Full participation:*** *We encourage and expect full participation in all union matters.*

***Respect:*** *We respect each other and honor our differences.*

***Diversity:*** *We celebrate our diversity and use it to strengthen us.*

***Open Communications:*** *We listen and provide for open communication across all parts of our union and in all directions.*

***Accountability:*** *We are accountable for our actions and decisions.*

***Fiscal Responsibility:*** *We conduct our business in a fiscally sound manner.*

*As a labor union, we are committed to union democracy and we follow these values with integrity.*

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## **ARTICLE I**

### **Name**

This organization shall be known as the \_\_\_\_\_ Unit of the \_\_\_\_\_  
\_\_\_\_\_ Local # \_\_\_\_\_ of Region \_\_\_\_\_  
of the Civil Service Employees Association, Inc., Local 1000,  
AFSCME, AFL-CIO.

## **ARTICLE II**

### **Purpose and Policy**

This Unit is organized as a subdivision of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, and exists as an agent of the Association to represent all those members assigned to it by the Association, consistent with the Union's purpose and policy as follows:

We exist as a Union to organize working people and, through our active involvement in our Union, to enhance the quality of life for all workers and their families, to improve and protect our working conditions, and to have a voice in the political process.

We are devoted to the concept that an injury to one is an injury to all. We are responsible as union members to forcefully and effectively defend our rights and those of all workers to ensure justice and dignity in the workplace and the community.

We are dedicated to the principle that the democratic process within our union is a right of every member, whether employed or retired, without regard to race, creed, color, national origin, age, sex, gender identity or expression, physical challenges, marital status, political affiliation, or sexual orientation.

**ARTICLE III**  
**Membership**

*Section 1.* Any employee of \* \_\_\_\_\_ who is a member in good standing\*\* of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, shall be eligible for membership in this Unit. All members in good standing of this Unit shall also be members of \_\_\_\_\_ Local # \_\_\_\_\_ and Region \_\_\_\_\_ .

*Section 2.* A person becomes a member of CSEA when a membership application has been processed by CSEA Headquarters and actual payment of membership dues is deducted, or received, or notice thereof is received by CSEA.

*Section 3.* Any person qualifying for membership pursuant to Sections 1 and 2 above, who is receiving a public retirement allowance from New York State, shall be placed in the CSEA Retiree Division, subject to the rights and privileges thereof.

**ARTICLE IV**  
**Officers**

*Section 1.* The officers of this Unit shall be a President, a Vice President, a Secretary and a Treasurer. The Unit President, with the approval of two-thirds (2/3) of the Unit Executive Board, may create other offices as deemed necessary. Such action must be taken by amendment to the Unit By-Laws and be in effect by February 1 in the year of the election of unit officers. Such offices must be described in the Unit By-Laws including specific title and, where appropriate, rank.

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\* The membership clause for each Unit has been approved by the Local Executive Board and should be inserted here.

\*\* A member in good standing is a member whose dues are not delinquent and who is not currently serving a disciplinary penalty imposed by the Judicial Board of CSEA.

*Section 2 (a).* In Units having 150 or less members, the positions of Secretary and Treasurer may be combined into one position of Secretary-Treasurer upon vote of the Unit Executive Board, upon notice to the membership. Such action and notice must be in compliance with Article XIV, Section 2 herein. Such action must be taken by amendment to the Unit By-Laws and be in effect by February 1 in the year of the election of unit officers.

*(b)* Commencing July 1, 2013, Units having 25 members or less that are in Administratorship and/or that are not in compliance with the applicable CSEA Constitutions and/or CSEA Financial Standards Code shall move to the “Unit President” structure, meaning that the only elected office for such units shall be the position of Unit President.

*(c)* Commencing February 1, 2013, newly created units of 25 members or less shall have the “Unit President” structure, meaning that the only elected office shall be the position of Unit President.

*(d)* In Units of more than 25 members that have opted-in to the “Unit President” structure, the elected office shall be the position of Unit President.

(1) In order to opt-in, the Unit must call a Special Membership Meeting pursuant to Article VII, Section 2 of this Constitution. For Units that are in Administratorship, the Administrators may call a Special Membership Meeting for this purpose.

(2) The sole purpose of the meeting shall be to determine whether the Unit will change to the “Unit President” structure. This decision to change to the “Unit President” structure must be made by a majority vote of the membership present at a membership meeting by February 1 of the year of the election.

(3) Proper notice of the meeting must be given to the

membership, including the purpose of the meeting. Such meeting must have a quorum of at least 25% of the membership in order to conduct a vote.

*Section 3.* Commencing on July 1, 2001, the officers of the Units and Sections shall hold office for a term of four (4) years or until their successors have been certified by the supervising Election Committee. No person shall be a candidate for or hold more than one Unit or Section elective office as defined in Article IV, Section 1 of this Constitution. All officers must take the oath of office.

*Section 4.* If the President is unable to act for any cause whatsoever, the Vice President shall perform the duties of President and shall be deemed the Acting President. If the office of President becomes vacant, the Vice President shall succeed to the office of President.

If the office of Vice President becomes vacant, the next ranking Vice President, if any, shall succeed to that office and each next ranking Vice President, if any, shall succeed to the vacancy in the higher Vice President position.

Failure to assume the higher office as outlined in this Article will result in automatic removal from the office currently held.

In the event that a Treasurer or Secretary or Secretary-Treasurer is disabled and unable to act by reason of such disability for a period of more than two (2) weeks, the President with the approval of a majority of the Unit Executive Board may appoint a member in good standing of the Unit to serve in the position of the disabled officer until such officer is able to resume his or her official duties.

A vacancy in any other Unit office or on the Unit Executive Board which is elected or selected from the entire Unit shall be filled for the remainder of the term by the Unit President with the approval of a majority of the Unit Executive Board, provided that the person so selected has been a member in good standing of the Unit since

June 1 of the preceding year.

A vacancy in the office of Unit President in a Unit under the “Unit President” structure will be filled by an election to be conducted by the Local Election Committee or Administrator.

*Section 5.* No member of the Executive Board of the Unit shall be a member of a competing labor organization. A competing labor organization is any organization which is seeking or has sought to represent employees for the purposes of collective bargaining. No elected or appointed public official who is deemed to have a conflict of interest by the Judicial Board of CSEA shall continue as a member of the Executive Board of the Unit.

*Section 6 (a).* The President of the Association with notice to the Board of Directors of the Statewide Association may appoint an Administrator of a Unit if such Unit has not elected a current President and/or Treasurer or if the presidency of such Unit has become vacant and there is no successor to the President. In addition to assuming the duties and responsibilities of the presidency, the Administrator shall use his or her best efforts to arrange for the expeditious election of a President and/or Treasurer of such Unit. The duties and responsibilities of the Administrator shall terminate one month after the election of a President and/or Treasurer.

*(b)* If the Unit is involved in a challenge to the Association’s representation status or such challenge is threatened, or the loss or dissipation of funds or assets of the Unit is threatened, an Administrator may be appointed by the Association President with notice to the Board of Directors. In addition to assuming the duties and responsibilities of the presidency, the Administrator shall use his or her best efforts in conjunction with other Association officers and agents to maintain the Association’s representation rights. The administratorship shall terminate upon notice from the Association President. In the event of the imposition of such administratorship, such action may be reviewed by the Board upon application of the affected officer(s).



(c) In the event that the Unit is placed in administratorship, all books, papers, funds and property of such Unit shall forthwith be delivered to the President of the Statewide Association or his designee to be held in escrow for the duration of said administratorship.

## **ARTICLE V**

### **Duties of Officers**

*Section 1.* The Unit President shall be the responsible and chief administrative officer of the Unit and shall preside at all meetings of the Unit and of the Unit Executive Board and shall be responsible for attending meetings of the Local or designating a member of the Unit to represent the Unit. The President shall, with the approval of a majority of the Unit Executive Board, appoint all committees of the Unit except the Election Committee, which shall be selected by the Unit Executive Board. The President shall be a member, ex officio, of all committees of the Unit except the Election Committee.

The President shall insure that all Unit officers perform their respective duties in accordance with this Constitution. The Unit President shall, upon the request of the Local President, provide the Local President with a statement as to whether or not the Unit has complied with all of the provisions of the mandated Unit Constitution.

The President shall be bonded at the expense of the Statewide Association in an amount fixed by the Board of Directors of the Statewide Association.

The President shall notify the Statewide Treasurer of any change in the office of Unit Treasurer within seven (7) days of such change.

The President shall appoint/reappoint as many grievance representatives, discipline/interrogation representatives, and shop stew-

ards as may be deemed necessary for the Unit. Those appointed shall be required to attend applicable training provided by the Association for the purposes of certification. Once certified, grievance representatives and discipline/interrogation representatives shall participate in recertification training every four years as determined by the date of their original certification.

*Section 2.* The duties of the Vice President shall be those assigned by the President or the Executive Board of the Unit.

The Vice President shall be bonded at the expense of the Statewide Association in an amount fixed by the Board of Directors of the Statewide Association.

*Section 3.* The Secretary shall be the custodian of all records, exclusive of financial records, and papers of the Unit and shall give notice of all meetings and keep a complete and accurate record of all proceedings. The Secretary shall furnish to the Treasurer copies of all motions regarding Unit funds.

The Secretary shall be bonded at the expense of the Statewide Association in an amount fixed by the Board of Directors of the Statewide Association.

*Section 4.* The Treasurer shall be the custodian of all funds of the Unit. The Treasurer shall keep a true and accurate record of all receipts and disbursements and shall file an itemized report annually with the Unit. Such records shall be open at all times to the inspection of the Presidents and Executive Boards of the Unit, Local, Region and Statewide Association.

The Treasurer shall inform the membership annually as to how the Unit's funds are invested, used or encumbered.

Before January 1 of each year, the Treasurer shall file an annual report for the preceding fiscal year with the Treasurer of the Local which shall state income, expenditures, investments and funds

available to the Unit. Failure to file such fiscal reports shall preclude the Unit from receiving any rebates or other monies from the Local until such report has been filed.

The Treasurer shall be bonded at the expense of the Statewide Association in an amount fixed by the Board of Directors of the Statewide Association.

*Section 5.* In those Units that have created the combined position of Secretary-Treasurer, the duties of that position shall be the combined duties as set forth in Sections 3 and 4 herein. In addition, the Unit Secretary-Treasurer shall perform all other duties otherwise performed by either of these positions as set forth elsewhere in this Constitution or in the Constitution and By-Laws and Financial Code of the Statewide Association.

*Section 6.* All officers shall attend officers' training sessions, grievance training sessions as well as disciplinary training sessions as provided by the Association. Failure to abide by these requirements may result in the office being declared vacant.

*Section 7.* Except to the extent specified in this Constitution, no Unit officer shall have the power to act as agent for or otherwise bind the Association in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the Association except to the extent specifically authorized in writing by the Association President or by the CSEA Board of Directors.

*Section 8.* No endorsement or promotion of any vendor, service or provider by the Unit or section or by any officer thereof may be made without the prior approval of the Board of Directors of the Association.

All mailings to CSEA members on behalf of any Board approved vendor, service or provider shall be done by the Association, upon the approval of the President.

No Unit or Section or officer thereof shall permit the use of his/her name, title, and/or the CSEA name or logo for endorsement or promotional purposes.

No Unit or section or officer thereof shall provide membership listings to any vendor, service or provider.

## **ARTICLE VI**

### **Executive Board**

*Section 1.* There shall exist in each Unit a Unit Executive Board which shall consist of the elected officers, Section Presidents and any other offices as provided in the By-Laws of the Unit, except that those Units under the “Unit President” structure described in Article IV, §2 herein, will not have an Executive Board.

*Section 2.* The power and authority to transact business relative to the members of the Unit shall be vested in the Unit Executive Board. No action may be taken by the Executive Board except by vote of the members thereof eligible to vote. The voting members of the Unit Executive Board shall be the elected officers of the Unit, the Section Presidents of the Unit, any person appointed to fill an elected office pursuant to Article IV, and other elected officers within the Unit as provided in the By-Laws of the Unit. Such officers or persons must be present at the Executive Board meeting to exercise their vote.

*Section 3.* The Unit Executive Board has a fiduciary responsibility to the members of the Unit as described under **Article IX, Finances**. The Unit Executive Board shall approve the Unit budget, shall be required to approve any expenses in excess of amounts budgeted and may establish reasonable honoraria for elected officers of the Unit subject to the restrictions set forth under **Article IX, Finances**.

**ARTICLE VII**  
**Meetings**

*Section 1.* General membership meetings of the Unit shall be held at least two (2) times annually, however, Locals having 5,000 members or more may require Units chartered by them to have four (4) general membership meetings a year and to file written reports of those meetings with the Local Executive Board.

*Section 2.* Special membership meetings shall be held upon the call of the Unit President. Upon written request, by certified mail, return receipt requested, of at least ten percent (10%) of the Unit membership, the President shall call a special meeting of the Unit within seven (7) days after receipt of the written request. This special meeting of the membership shall be held within fifteen (15) days after receipt of the written request. Such request must set forth the reasons for calling a meeting and the proposed agenda.

*Section 3.* The Unit Executive Board shall hold at least four (4) meetings a year and shall hold as many more as may be deemed necessary by the Unit President.

*Section 4.* Special meetings of the Unit Executive Board shall be held upon the call of the President. Upon written request, by certified mail, return receipt requested, of a majority of the Unit Executive Board, the President shall call a special meeting of the Unit Executive Board within seven (7) days after receipt of the written request. This special meeting of the Unit Executive Board shall be held within fifteen (15) days after receipt of the written request. Such request must set forth the reasons for calling a meeting and the proposed agenda.

**ARTICLE VIII**  
**Committees**

*Section 1.* The Unit President, with the approval of the Unit Executive Board, shall appoint the following standing committees:

- (a) Audit Committee
  - (b) Membership Committee
  - (c) Grievance Committee
  - (d) Budget Committee
  - (e) Political and Legislative Action Committee
  - (f) Health and Safety Committee

*Section 2.* The Unit President, with the approval of the Unit Executive Board, may appoint the following committees:

- (a) Education / Program Committee
- (b) Public Relations Committee
- (c) Negotiating Committee
- (d) Resolutions Committee
- (e) By-Laws Committee

The Unit President shall appoint such other committees as may be authorized by the Unit Executive Board.

*Section 3.* The Audit Committee shall consist of not less than three (3) members, none of whom shall be officers of the Unit or Executive Board members of the Unit. The Audit Committee shall have the responsibility of auditing the books of the Unit after the close of the fiscal year ending September 30, and submitting a written report of its findings on forms prescribed by the Statewide Association to the Unit President, the Unit Executive Board, and the Local Treasurer by January 1 of each year.

*Section 4.* Units with “Unit President” structure described in Article IV, §2 herein, shall not require Committees, other than a Negotiating Committee where such Unit is a separate bargaining unit.

## **ARTICLE IX**

### **Finances**

*Section 1.* The fiscal year of this organization shall be from

October 1 through September 30 of the succeeding year.

*Section 2.* Units with the “Unit President” structure described in Article IV, §2 herein, shall not maintain a separate treasury. Unit funds shall be maintained by the Local which shall advance such funds for appropriate unit expenditures as approved by the Local Executive Board, upon presentation by the Unit President of proper documentation including but not limited to receipts or purchase orders.

*Section 3.* All funds rebated from the Local to the Unit are rebated in trust on behalf of the members and agency shop fee payers of the Unit. All funds received by the Unit are to be spent only to represent its members and agency shop fee payers with respect to all terms and conditions of employment and in furtherance of legitimate union business.

*Section 4.* If a Local does not receive a rebate due to its failure to comply with all of the provisions of the mandated Local Constitution and the Statewide Constitution, the Local is still obligated to pay rebates to Units which have complied with reporting standards, providing there are sufficient funds in the Local treasury.

*Section 5.* On or before September 30 of each year the Unit Executive Board shall approve a budget in a form prescribed by the Statewide Association.

*Section 6.* On or before November 1 of each year the President of the Unit must file a budget approved by the Unit Executive Board with the Treasurer of the Local in a form prescribed by the Statewide Association.

*Section 7.* The Unit Executive Board shall be required to approve any expenses in excess of the amounts budgeted and provide the Treasurer of the Local with an explanation of such amounts, including documentation and a copy of the duly approved resolution of the Unit Executive Board approving such excess amounts within

thirty (30) days of such approval.

*Section 8.* No withdrawal or expenditure of Unit funds may be made without the signature of at least two (2) officers of the Unit, one being the Treasurer and the other being the President or ranking Vice President.

*Section 9.* No officer or member of the Unit Executive Board shall invest, or cause to invest, union funds in any manner which results in personal profit or advantage for any officer or member of the Unit.

*Section 10.* Money may only be paid by a Unit to individuals pursuant to duly approved reasonable\* honoraria or for the reimbursement of reasonable, actual and necessary expenses incurred in furtherance of union business.

*Section 11.* On or before November 1 of the year preceding the election, the Unit President shall notify the Treasurers of the Local and the Statewide Association of any honoraria which have been approved by the Unit Executive Board. The Unit President shall also include a copy of the resolution by the Unit Executive Board continuing, changing or creating any honoraria. The Unit Executive Board may establish reasonable honoraria for the elected officers of the Unit provided that the establishment of any honorarium or change in the amount of any existing honorarium must be approved prior to November 1 in the year preceding the election and shall not take effect until after an intervening election has occurred. The Unit Executive Board of a new Unit shall determine honoraria, if any, to be effective no sooner than the date of the certification of the first election of officers for that new Unit.

*Section 12.* No reimbursement for expenses may be made by the Unit without having the individual seeking expenses submit

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\* Reasonableness shall be determined on the basis of the following factors: number of members in the Unit, amount of unreimbursed time spent on union business, financial condition of the Unit, amount of unreimbursed travel on Unit business and other necessary expenses.



a voucher in the form prescribed by the Statewide Association and approved by the Board of Directors of the Statewide Association, together with the receipts and any other documents required to support such expenses. No reimbursement for expenses may be paid by the Unit to any individual who has been reimbursed for those expenses from any other source.

*Section 13.* No gifts of appreciation or contributions to any cause may be made by the Unit. Disbursements of up to Two Hundred Dollars (\$200.00) per item may be made by the Unit for such things as acknowledgments of retirement and memorials to deceased members.

*Section 14.* No Unit shall incur any indebtedness without the prior approval of the Board of Directors of the Statewide Association.

*Section 15.* No Unit is authorized to enter into any lease, contract or other agreement (excluding collective bargaining agreements) which extend beyond the term for which its officers have been elected without prior approval of the Board of Directors of the Statewide Association. All leases, contracts or other agreements shall be submitted in advance of signing for review by the Statewide Counsel.

*Section 16.* No Unit may make any loans to any individual, corporation or other entity without the prior approval of the Board of Directors of the Statewide Association.

*Section 17.* Any funds appropriated by a Unit to contribute jointly to any cause with any other employee organization, or to provide for any services of the kind provided by the Statewide Association, its agency and/or employees must first be approved by the Local Executive Board and the Board of Directors of the Statewide Association before such funds may be expended or any obligation for such expenditure may be incurred. Such services include, but are not limited to, negotiations, administration of the

collective bargaining agreements, legal services and the use of any paid professional staff except for clerical office help.

*Section 18.* Expenses incurred for the operation of Unit offices may not exceed the usual and customary rates and fees normally charged for such services in the area.

*Section 19.* Units may hire reasonable and necessary clerical help only where such service is of a kind and nature as to be reasonable and necessary for the continuation of the Unit's business and in the furtherance of union business. Such expenditure must be approved in advance by the Unit Executive Board. The Unit is responsible for complying with all State and Federal regulations regarding its employees.

*Section 20.* When reasonable and necessary, advances in amounts not exceeding the amounts approved by the Board of Directors of the Statewide Association may be paid sooner than ten (10) days before the event for which the advance is sought. Submission of vouchers and adjustments must be made within thirty (30) days after the close of such event. No additional advances may be made to any individual who is in violation of this Section or who owes any monies to the Unit.

*Section 21.* The Unit shall make all Unit records available for inspection to the duly authorized representatives of the Statewide Association upon request of the President or Board of Directors of the Statewide Association. Upon the Unit's failure to make the Unit's records available for inspection, or in the event the Unit furnishes records which are deemed to be inadequate, the Unit may be placed in trusteeship by the President of the Statewide Association.

*Section 22.* In the event that the Unit is dissolved by the Local Executive Board, all books, papers, funds and property of such Unit shall forthwith be delivered to the President of the Local to be held in escrow for a period of one (1) year for the purpose of reorganizing the Unit or designating a successor Unit. If the Unit is

not reorganized within one (1) year, or if a successor Unit is not designated, such books, papers, funds and property of such Unit shall become the property of the Local.

*Section 23.* In the event that the Unit subdivision disassociates from CSEA, or ceases to function as part of CSEA, all books, papers, funds and property in the control or custody of such Unit shall be returned to the Local and shall be delivered to the President of the Local forthwith.

*Section 24.* No monies received by any Unit may be contributed or applied to promote or detract from the candidacy of any person in any CSEA/AFSCME election or in any other labor organization. Such monies may be utilized for notices and other expenses necessary for the holding of an election. This provision shall not prohibit a Unit from spending monies to distribute campaign literature for all candidates on an equal basis.

*Section 25.* No Unit money shall be used to fund or reimburse guests at the Annual Meeting of the Association.

## **ARTICLE X**

### **Political and Ideological Endorsements and Expenditures**

*Section 1.* Only the Statewide Political and Legislative Action Committee or, in local elections,\* the Region Political and Legislative Action Committee, to the extent specifically authorized by the Board of Directors of the Statewide Association, may determine endorsements of any candidate for political or party office or any proposition on behalf of CSEA. No Region or member may endorse or give the appearance of endorsing by publicizing to the membership or media any candidate for political or party office or any proposition until that candidate or proposition has been approved by the Statewide Political and Legislative Action Committee, or in local elections,\* the Region Political and

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\* "Local elections" are defined as elections for School Board, Village, Town, City or County seats.

Legislative Action Committee to the extent specifically authorized by the Board of Directors of the Statewide Association.

*Section 2.* No member or officer of a Unit shall make, or cause the Unit to make, either directly or indirectly, any expenditure, reimbursement or contribution of any kind from union funds or property for political or ideological purposes, nor may the Unit make any loans or incur any indebtedness for such purposes.

*Section 3.* A Unit may make recommendations for CSEA endorsement or contribution through its Political and Legislative Action Committee. Such recommendation shall be made directly to the Local Political and Legislative Action Committee or, in the absence of the Local Committee, directly to the Region Political and Legislative Action Committee. In the absence of a Region Political and Legislative Action Committee, such recommendations may be made directly to the Statewide Political and Legislative Action Committee.

*Section 4.* Any recommendations of the Unit with reference to matters of principle or policy, or proposals to be submitted to the Governor, the Legislature, or to the executive or administrative heads of state government shall first be submitted to the officers of the Local for submission to the Executive Officers\*\* of the Statewide Association. No officer or representative of the Unit shall be empowered to take any action on behalf of the Unit, Local, Region or Statewide Association before the Governor, the Legislature, or the executive or administrative heads of state government with reference to such matters or proposals unless expressly authorized by a majority of the officers of the Local with the approval of the Executive Officers of the Statewide Association. The Unit, with the consent of the Local President, may submit recommendations or proposals to local governments on matters affecting only the Unit.

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\*\* Executive Officers are defined as the four Statewide Officers of the Civil Service Employees Association, Inc. and the six Region Presidents.

**ARTICLE XI**  
**Agreements**

*Section 1.* No Unit or Unit officer may enter into any agreement with any employer for a payroll deduction authorization (except for CSEA membership dues, agency fee deductions, or CSEA, Inc. sponsored programs) unless said Unit or Unit officer has received a prior written individual authorization from the Board of Directors of the Civil Service Employees Association, Inc.

*Section 2.* Only bargaining unit members eligible to vote on the proposed contract may participate in the contract ratification procedures. Those eligible to participate in a contract ratification vote must be Association members in good standing 30 days prior to the date the ratification vote is held and be covered by the agreement to be voted upon.

*Section 3.* No Unit shall create or agree to create an employee benefit fund or any other structure or entity for the purpose of administering to or providing contractual employee benefits without the approval of the Statewide Association.

*Section 4.* No Unit may agree to any indemnification provision as part of any contract, grant, or other arrangement, without the prior review by the CSEA Statewide Counsel and the approval of the Statewide Association.

**ARTICLE XII**  
**Judicial Board**

*Section 1.* MEMBERS.

(a) The Judicial Board shall be comprised of eight members. Each Region President shall appoint one member and the President of the Statewide Association shall appoint two members. From these eight members, the President of the Statewide Association shall

appoint the Chairperson and the Vice Chairperson of the Judicial Board.

(b) In order to be eligible to serve on the Judicial Board, a person must have been a member in good standing of CSEA for a continuous period of five (5) years preceding the appointment and must have held, or be currently holding, an elected office. No Statewide Officer shall be appointed to the Judicial Board.

(c) Each Judicial Board member shall serve for a term coincident with the term of the officer appointing that member.

(d) A vacancy on the Judicial Board shall be filled by the officer making the initial appointment.

(e) No member of the Judicial Board shall serve as a sole Hearing Officer at hearings which involve charges against members or Units from that member's Region. No member of the Judicial Board may vote on a determination of the Judicial Board which involves a member or a Unit from that member's Local. No member of the Judicial Board may vote on a determination of the Judicial Board which involves that member's Local.

(f) Any member of the Judicial Board who is not eligible for paid release time and who must charge his or her own leave accruals for time spent on Judicial Board business will be compensated at the same per diem rate as is a member of the Board of Directors of the Statewide Association.

(g) Any member who becomes a party in a matter before the Judicial Board shall be granted a leave of absence from the Judicial Board for the duration of that matter. Such leave shall commence upon the issuance of charges by the Judicial Board and continue until such time as the matter is finally determined.

## *Section 2. JURISDICTION.*

(a) The Judicial Board herein created shall have the power to hear, investigate, determine, and all powers incidental thereto, as well as the power to promulgate procedures concerning:

- (1) all complaints and charges against members;
- (2) trusteeships;

(3) whether elected or appointed public officials who are members of CSEA are deemed to have a conflict of interest.

(b) The Judicial Board, upon good cause shown, shall have the power to waive any time limits contained in this article.

(c) The Judicial Board shall not be divested of its jurisdiction over one who is the subject of a complaint or charge, by the resignation of such person from CSEA membership, if the conduct complained of took place while such individual was a member of CSEA.

### *Section 3. PROCEDURE.*

(a) Charges against individual members.

(1) Any member may file a complaint against any member or officer of CSEA. Any Executive Board of a Unit, Local or Region may file a complaint against any member or officer of CSEA.

(2) Each complaint must be accompanied by the Judicial Board Complaint Form and filed with the Judicial Board, 143 Washington Avenue, Albany, New York 12210, by certified mail, return receipt requested, and a copy of the complaint must be served on any person against whom the complaint is made by certified mail, return receipt requested.

(3) The complaint must contain the name, address, 10-digit CSEA ID number, and Local of the member making the complaint and the name, address, and Local of any party against

whom the complaint is made. The complaint must set forth a clear, concise statement of the alleged wrongful conduct together with the dates and places where the conduct took place, and the names, addresses and telephone numbers of any witnesses to the alleged wrongful conduct. If a violation of a CSEA constitution is alleged, the specific article and section of that constitution must be included; if the complaint alleges a violation of a mandate of the Board of Directors of the Statewide Association, the specific mandate must be stated. The complaint shall be accompanied by documentation and/or a statement signed by the member which supports the complaint and must also contain a statement by the member making the complaint that the person against whom the complaint is made has been given a copy of the complaint.

(4) The following shall constitute the basis for complaints against any member or officer of CSEA:

(a) A violation of any provision of the Statewide, Region, Local or Unit Constitution.

(b) Misappropriation, embezzlement, improper or illegal use of union funds.

(c) Any conduct which aids or supports, or is intended to aid or support, a competing labor organization.

(d) Refusal or failure to carry out legally authorized mandates or decisions of the President of the Statewide Association, the Board of Directors of the Statewide Association, the Delegate Body or the Judicial Board.

(e) Using the name of the Statewide Association, or any Region, Local, or Unit thereof, in an unauthorized manner or for an unauthorized purpose, including publicizing through the media any political endorsement contrary to the endorsements and positions approved by the Statewide and/or Region Political Action Committees.



(f) Interfering with any elected official of CSEA in the discharge of that official's lawful duties.

(g) Solicitation or acceptance of any money or the acceptance of any gift of more than nominal value from any employer, employee of the union, or from any person or firm which has or which is seeking to establish a business relationship with the Statewide Association or any subdivision thereof.

(h) Conviction of a crime, the nature of which is such as to bring the union as an organization into dispute.

(i) Knowingly submitting a false financial statement or audit report to the Statewide Association or any subdivision thereof.

(j) Any other conduct detrimental to the best interests of CSEA.

(5) A complaint may be amended at any time with proper notice to all parties but, once filed, may not be withdrawn without the consent of the Judicial Board.

(6)(a). Upon receiving a complaint initiated by the Statewide President or the Statewide Treasurer, the Judicial Board shall issue formal Judicial Board charges against the member or officer in the following circumstances:

1. Where the complaint is supported by a duly authorized audit which finds inappropriate expenditures and/or financial procedures and which audit has been forwarded to the applicable parties prior to the submission of the Judicial Board complaint; and/or

2. Where the complaint is supported by a signed statement by the Statewide President which alleges that the objec-

tionable conduct is, among other things, detrimental to the best interest of CSEA in its capacity as bargaining agent or otherwise; and/or

3. Where the complaint is preceded by a suspension order by the Statewide President and is filed within seven (7) days of the suspension under Section 3 (12) herein.

(b) Upon receiving any other complaint, the Judicial Board may dismiss the complaint or any part thereof if it appears to be frivolous in nature, lacking sufficient substantiation or alleging conduct for which penalty is not appropriate. If the Judicial Board determines that there is probable cause to believe that the complaint, if proven, would sustain a finding of misconduct, the Judicial Board shall then issue formal Judicial Board charges against the member or officer setting forth the specific acts of misconduct and the penalties which may be imposed. These formal Judicial Board charges shall be accompanied by a written statement that the individual charged has a right to object by filing an answer by certified mail to the Judicial Board, with a copy to all other parties, within ten (10) days of receipt of the formal Judicial Board charges. The Judicial Board shall notify the President of the Statewide Association who shall determine the extent to which the Statewide Association shall participate in the prosecution of the formal Judicial Board charges. In those instances where the President of the Statewide Association is charged with misconduct, the Judicial Board shall notify the Board of Directors of the Statewide Association who shall make this determination.

(7) Within thirty (30) days of the receipt of an answer denying the formal Judicial Board charges, the Judicial Board shall appoint one or more members to hold a hearing on the formal Judicial Board charges. The hearing shall be conducted according to the rules of procedure promulgated by the Judicial Board. Each party may be represented by an attorney and shall be given the right to present witnesses and other evidence in his or her own behalf and to cross-examine witnesses presented by the other parties. A verbatim

record shall not be required; however, any party to the proceedings may request a stenographic transcript of the proceedings provided that the party requesting a transcript bear the cost of such record and furnish copies to the Judicial Board and to the other parties.

(8) If no answer is served to the formal Judicial Board charges, or if there is no appearance by a party at a scheduled hearing, the Judicial Board may make a determination on the evidence then before it, or may hold a hearing without participation by the absent party.

(9) Where a hearing is held, the Judicial Board shall issue a decision within sixty (60) days after the close of the hearing. All determinations of the Judicial Board shall be made by a majority vote of at least five (5) voting members present.

(10) All meetings and decisions of the Judicial Board shall be in accordance with parliamentary procedure as prescribed by *Robert's Rules of Order, Revised*.

(11) Nothing herein shall preclude settlement of the complaint or charges at any stage of this procedure.

(12) Any member or officer may be suspended from elected office, pending a hearing and determination by the Judicial Board, by the President of the Statewide Association or by the Executive Board of any Region, Local or Unit of CSEA provided that a written complaint is filed with the Judicial Board within seven (7) days of the suspension. If such complaint is not filed with the Judicial Board in conformity with the procedures set forth under this section, the Judicial Board may revoke the suspension.

(13) Upon suspension, all records and documents under the control of the suspended officer must be turned over to CSEA.

(b) Trusteeships.

(1) Any Local or Unit may be placed in trusteeship for any reason deemed good and sufficient by the President or by the Board of Directors of the Statewide Association. Charges against any Local or Unit may also be deemed charges against the individual officers of the Local or Unit. In such case, all charges will be heard together before the Judicial Board. The President or the Board of Directors of the Statewide Association must serve the Local, Unit, and/or officers thereof with charges by certified mail, return receipt requested, with a copy to the Judicial Board within ten (10) days of placing the Local or Unit in trusteeship. Such charges must contain a clear and concise statement of facts constituting the basis for placing the Local or Unit in trusteeship and must be accompanied by a written statement that the Local, Unit or individual officers charged have a right to object by filing an answer by certified mail to the Judicial Board within ten (10) days after receipt of the charges. If no answer is received, the charges shall be deemed admitted.

(2) The President or Board of Directors of the Statewide Association shall appoint one or more trustees to act in all matters concerning the Local and/or Unit pending a hearing and determination by the Judicial Board of the charges.

(3) The Judicial Board shall hold a hearing within twenty (20) days after receiving an answer from the Local, Unit and/or individual officers. The hearing shall be conducted as stated above under paragraph (a).

(c) Certified Mail/Headquarters.

Any certified mail requirements applying to Judicial Board mailings shall not apply to materials sent between the Judicial Board and the Statewide President, Executive Vice President, Secretary or Treasurer, in their official capacity at their CSEA Headquarters office. All such materials shall be hand-delivered directly to the officer's respective office in Headquarters. Such delivery shall be docketed to the applicable Judicial Board case file, with notation as to the date and time of delivery, the name and

title of the person making the delivery and the name and title of the person receiving the materials so delivered.

*Section 4. PENALTIES.*

(a) If the formal Judicial Board charges or any part thereof are sustained against any member, the Judicial Board may, to the extent permitted by law, impose any one or more of the following penalties:

(1) formal reprimand;

(2) full or partial restitution where the consequences of the offense can be measured in material terms;

(3) removal from any elected or appointed office or position;

(4) suspension of the right to hold or seek any elected or appointed office or position for a period not to exceed five (5) years;

(5) suspension from membership for a specified period of time not to exceed three (3) years;

(6) expulsion from membership.

(b) If the charges or any part thereof are sustained against a Local or Unit concerning a trusteeship, the Judicial Board may impose (in addition to the penalties in paragraph (a) set forth above which may be imposed against officers or members of the Local or Unit) any one or more of the following penalties:

(1) formal reprimand;

(2) full or partial restitution where the consequences of the offense can be measured in material terms;

(3) the continuation of the trusteeship for a period of time until elections can be held and officers installed;

(4) the continuation of the trusteeship for a period not to exceed three (3) years.

*Section 5. APPEALS.*

(a) Any person or entity believing himself/herself aggrieved by a formal decision of the Judicial Board may appeal the formal decision by filing an objection with the Appeals Committee of the Board of Directors of the Statewide Association within fifteen (15) days of the receipt of the formal decision of the Judicial Board. The objections must be sent certified mail, return receipt requested, to the Board of Directors, Appeals Committee, 143 Washington Avenue, Albany, New York 12210. The objections must state with specificity, all portions of the Judicial Board decision to which objection is taken, including the specific questions of procedure, fact, law or policy to which objections are taken and the reasons therefor.

(b) The Appeals Committee shall consider any objections which have been duly filed and shall issue a determination no later than the second Board of Directors meeting following receipt of the objections.

**ARTICLE XIII**  
**Nominating and Election Procedures**

*Section 1 (a). EXISTING UNITS.*

In order to be eligible to seek office, a candidate must be at least 18 years of age, a member in good standing of the Unit since June 1 of the year preceding the election, shall not have been a member of a competing labor association or union since June 1 of the year preceding the election, and shall not currently be serving a disciplinary penalty imposed by the Judicial Board of CSEA. The candidate must not have been the subject of a bonding claim by

the Association or otherwise be disqualified from coverage by the Association's surety bond.

*Section 1 (b). NEW UNITS.*

In order to be eligible to seek office, a candidate must be at least 18 years of age, a member in good standing of the new Unit since dues deductions commenced in the new Unit or a member in good standing of the Unit since June 1 of the year preceding the election, shall not have been a member of a competing labor association or union since the creation of the new Unit, and shall not currently be serving a disciplinary penalty imposed by the Judicial Board of CSEA. The candidate must not have been the subject of a bonding claim by the Association or otherwise be disqualified from coverage by the Association's surety bond.

*Section 2.* No person may be a candidate for more than one Unit office as defined in Article IV, Section 1 of this Constitution. This Section does not prohibit a member from being a candidate for delegate to the CSEA conventions as well as for Unit office.

*Section 3 (a).* Nominations for Unit office shall be made by official CSEA nominating petition provided by the Election Committee of the Unit. When nominating petitions are given out, the name of the candidate and the office that candidate is seeking must be typed or clearly printed at the top of the petition. A record must be kept of all petitions disbursed. A member who is otherwise eligible may qualify as a candidate for office by submitting a nominating petition carrying the signatures and the 10-digit CSEA ID number of not less than five percent (5%) of the Unit membership in good standing eligible to vote in the election provided however in every event not less than 10 nor more than 500 signatures and the 10-digit CSEA ID number will be required. Any member submitting the required number of valid signatures in a timely manner shall be placed on the ballot as a candidate for office.

(b) Any candidate for Unit office may choose to petition

as part of a slate of candidates for Unit office. Where a candidate chooses to petition as part of a slate, he/she must meet all of the slate petitioning requirements as set forth by the rules and regulations adopted by the Board of Directors of the Statewide Association. Any candidate who does not meet all of the slate petitioning requirements may appear on the ballot as an independent candidate if he/she meets all of the requirements for independent candidate status as set forth by the rules and regulations adopted by the Board of Directors of the Statewide Association.

(c) For Units with one hundred-fifty (150) or less members as of January 1 of the year of the election, nominations for Unit Office shall be made by official CSEA candidate application provided by the supervising Election Committee.

*Section 4* (a). For Units without the “Unit President” Structure described in Article IV, §2 herein, the Unit Executive Board shall select the Election Committee and the Chairperson prior to October 15 of the year preceding the election year. No member who agrees to serve on the Election Committee shall be eligible for nomination or election to any Unit office. The Election Committee’s primary duty is to insure that the election is properly conducted.

(b) For Units with the “Unit President” Structure described in Article IV, §2 herein, the Local Election Committee shall oversee the election.

(c) For Units with less than 150 members, and without the “Unit President” Structure described in Article IV, §2 herein, the Unit Executive Board may appoint only an Election Chair to conduct the Unit election at a membership meeting, in accordance with the provisions of Section 7 (b) herein. The Election Chair’s primary duty is to insure that the election is properly conducted in accordance with the Statewide Election Committee’s requirements for elections held at membership meetings. Where the election is to be conducted at a membership meeting, the nominating process shall be done by candidate application in accordance with Section 3 (c) here-



in and the Statewide Election Committee procedures for nomination by application.

*Section 5.* On a date set by the Election Committee within the schedules provided by the Statewide Election Committee, and upon notice to each candidate, the Election Committee shall conduct a meeting of all candidates to draw by lot the order in which the candidates' names will appear on the ballot. Where slate petitioning has been utilized, the drawing must comply with the rules and regulations of the Board of Directors of the Statewide Association.

*Section 6 (a).* The Election Committee shall have the responsibility for all election procedures, including the distribution, receipt, and verification of nominating petitions, and the drafting, distribution, verification and counting of the ballots. Where slate petitioning has been utilized, the ballot drafting must comply with the rules and regulations of the Board of Directors of the Statewide Association. The ballot must clearly recite the date, place and time for the return of ballots. Write-in ballots are prohibited. The distribution of the ballots and the return of the completed ballots shall be accomplished in a manner which will assure each member in good standing a fair opportunity to vote. The Election Committee shall be responsible for the verification and counting of ballots and shall arrange for the maintenance of custody of all election materials, including the ballots, for one year after the election has been certified, unless a protest has been filed. If a protest has been filed, all election materials, including the ballots, must be held until the protest of such election is finalized. At the time of filing the Election Report Form as required by Section 11 herein, the Chair of the Election Committee shall transmit physical custody of all original election materials, including the ballots, along with the Region President's copy of the Election Report Form, to the Region Office, to the attention of the Region President.

(b) The scheduling of the election must conform with the schedules provided by the Statewide Election Committee.

*Section 7 (a).* If a mail ballot is used, the ballots must be distributed to all eligible voters at least twenty-one (21) days before the return date of the ballots. Each return envelope must have a place for the member's name, return address and 10-digit CSEA ID number, and must have postage prepaid.

(b) Units which have less than 150 members as of the opening day for the nominating period may conduct elections of officers at a general membership meeting, provided that proper notice of the meeting is given including the purpose of that meeting and the positions to be elected, and that the meeting is held between May 15 and June 15. Such general membership meeting must have a quorum of at least 25% of the membership eligible to vote and the vote must be conducted by secret ballot. At the close of the voting, the Election Chair shall, with the assistance of any non-candidate member present at the meeting, tally the votes and announce the results. Should there not be a quorum at such meeting, the meeting shall be adjourned and rescheduled within ten (10) days.

*Section 8.* If the election is conducted at a designated site(s), the Election Committee must post an announcement stating the date, time and place where members may cast their ballots at least five (5) days prior to the date set for the election, provided, however, that in elections subject to the provisions of the Labor Management Reporting and Disclosure Act of 1959 (private sector Locals), notice of election must be mailed to each member at his last known home address not less than 15 days prior to the election. For purposes of computing the 15-day period, the day on which the notices are mailed is not counted, whereas the day of the election is counted. Balloting at the designated site(s) must take place during work hours and enough time should be allowed to give every member a fair opportunity to cast a vote. In facilities which have shift operations, the polls should be open to accommodate all shifts. Upon showing just cause, any member who is unable to vote in person on the election day must be permitted to cast an absentee ballot, providing such ballot is received by the Election Committee prior to the date and time set for the close of voting.

*Section 9.* Only CSEA members in good standing of the Unit as of April 1 of the election year will be eligible to vote in an election. If an election is held at a time other than between May 15 and June 15, the Election Committee shall determine the date of voter eligibility.

*Section 10.* Balloting is to be conducted for all elective offices between May 15 and June 15 of the election year. Announcement of the results of the election shall be made by the Election Committee within forty-eight (48) hours of the closing of the polls or, in the event mail ballots were used, within forty-eight (48) hours after the ballots have been counted. The member receiving the greatest number of votes for each office respectively shall be declared elected to that office. All candidates shall be notified of the results of the election.

*Section 11.* Within ten (10) days after the election, the Chairperson or Vice Chairperson of the Unit Election Committee shall file a report with the President of the Statewide Association at CSEA Headquarters on the Election Report Form authorized by the Statewide Association. If the Unit fails to hold an election and file the notice of results as described above, rebate monies may be withheld until such time as a proper election is held and notice of the results is filed. Exceptions will be allowed only if an extension has been granted by the Statewide Election Committee.

*Section 12.* Any member believing himself or herself aggrieved by any aspect of the election process may file a written protest postmarked within ten (10) calendar days after the member first knew or should have known of the act or omission. The written protest must be filed simultaneously with the Unit Election Committee and, by registered or certified mail, return receipt requested, with the Local Election Committee. The protest must include the member's signed statement, supported by available documentary proof, containing a short and plain statement of the facts upon which the member relies to show that he or she has been aggrieved. Each election protest must contain the name, address and

telephone number of the member protesting the election, the date of the election, and the results of the election including the name of each candidate and the number of votes cast for each candidate. Notice of such protest must be sent to all other candidates by the Local Election Committee, which Notice of Protest shall include a written statement that the affected candidates have a right to respond to the protest by filing an answer along with any supporting documentation, by certified mail to the Local Election Committee, with a copy to all other parties, within ten (10) days of receipt of the Notice of Protest.

If the Local Election Committee determines that the signed statements and supporting proof establish that the member has been aggrieved, it shall sustain the protest and take any other action which it deems appropriate in order to remedy the situation. If the Local Election Committee determines that the signed statements and supporting proof fail to establish a violation of any of the election procedures, it shall dismiss the protest and so notify the member. If the Local Election Committee determines that the signed statements and supporting proof raises a question of fact which, if resolved in favor of the member, would establish that there has been a violation of the election procedures, it shall hold a hearing to determine whether in fact the protest is valid.

At the hearing, the protestor shall bear the burden of proof. The Local Election Committee may also invite other interested parties to appear and present evidence. All interested parties will be entitled to bring witnesses and present evidence in support of their positions. All expenses incurred relative to the hearing must be borne by the individuals involved. No member of the Local Election Committee will be permitted to vote on a protest which involves that member's own Unit.

If the Local Election Committee determines that the protestor has failed to establish a violation of the election procedures, the Committee will so notify the protestor. If the Local Election Committee sustains the protest, the Committee will notify the protestor, the Unit and all affected candidates. The Local Election Committee may take any action it deems appropriate in order to remedy the situation.

The Local Election Committee may request the Statewide Election Committee to take jurisdiction of the protest at any stage of the proceedings.

Any candidate aggrieved by the decision of the Local Election committee may request review of that decision by the Statewide Election Committee.

## **ARTICLE XIV**

### **Miscellaneous**

*Section 1.* Parliamentary procedure shall be in accordance with *Robert's Rules of Order, Revised*, insofar as they do not conflict with the CSEA Constitutions.

*Section 2.* By-Laws, not inconsistent with the provisions of this Constitution, may be adopted or amended at a regular or special meeting of the Unit Executive Board, having first been presented to the Unit Executive Board and to the membership in writing at least ten (10) days prior to the meeting. The written notice of the proposed By-Law or By-Law change must advise the membership of the time and place of the meeting and that any member wishing to be heard on the proposed By-Law amendments may appear and be heard by the Unit Executive Board before any action may be taken on the proposal. A copy of any By-Laws properly promulgated by the Unit shall be provided to the office of the Statewide Secretary to be incorporated in the permanent CSEA records. No By-Laws or amendments thereto shall be effective until reviewed by the Statewide President or his/her designee.

*Section 3.* A Unit may have as many Sections as deemed necessary to administer efficiently and effectively the affairs of the Unit where geographic or political differences warrant such division. Sections must be approved by and are subject to the direction of the Unit Executive Board.

## **ARTICLE XV**

### **Amendments**

This constitution may be amended or revoked by a majority vote of the Board of Directors of the Statewide Association.

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