**BYLAWS**

**CITRUS COLLEGE FACULTY ASSOCIATION/CTA/NEA**

**I. NAME AND LOCATION**

The official name of this Association shall be the Citrus College Faculty Association

Association/CCA/CTA/NEA in Los Angeles County.

**II. PURPOSES**

The primary purpose of this association shall be:

A. To represent its members in their relations with their employer, and to seek to be the

exclusive representative of appropriate units of faculty employees in all matters relating

to employment conditions and employer-employee relations including, but not limited to,

wages, hours, and other terms and conditions of employment;

B. To form a representative body capable of developing consensus on professional matters

to speak with authority for members;

C. To provide an opportunity for continuous study and action on issues of the profession;

D. To promote cooperation and communication between education support professionals

and certificated educators;

E. To provide a means of representation for its underrepresented members;

F. To promote professional attitudes and ethical conduct among members;

G. To encourage cooperation and communication between the profession and the college

community; and

H. To foster good fellowship among unit members.

**III. AFFILIATION WITH CTA/NEA**

A. The Citrus College Faculty Association shall be a chartered chapter of the California

Teachers Association (CTA).

B. The Citrus College Faculty Association shall be an affiliate local association of the

National Education Association (NEA).

 C. The Citrus College Faculty Association shall be an affiliate of the Community College Association

 (CCA).

**IV. MEMBERSHIP**

A. The primary category of membership shall be Active members.

B. Active membership shall be open to any full-time faculty member who is engaged in or

who is on limited leave of absence from professional educational work, is an employee

of the Citrus Community College District, and whose primary assignment is such as not to

hold evaluative responsibility over other faculty to such an extent as not to be

represented in the negotiations process by the bargaining unit.

C. Membership may be granted upon initiation of payroll deduction or upon payment of

annual Association/CTA/NEA dues.

D. The right to vote and to hold elective office or appointive position within the Association

shall be limited to Active members.

E. Active members shall receive special services, obtain assistance in the protection of

professional and civil rights, and receive reports and publications of the Association.

F. Active members shall adhere to The Code of Ethics of the Education Profession.

(Reference CTA Standing Rules)

G. The rights to and privileges of membership shall not be abridged in any way because of

age, sex, race, color, ethnic group, marital status, national origin or sexual orientation.

H. No member of the Association may be disciplined by the chapter without due process.

Due process includes the right to select representation, to present evidence on his/her

behalf, to confront and cross-examine his/her accuser and any other witnesses against

him/her, and to examine and refute all evidence considered by the hearing panel,

whether or not such evidence is presented at a hearing. The member has the right to

appeal the decision of the hearing panel to the governing body.

I. The membership year shall be that period of time from September 1 of any given

calendar year through August 31 of the following calendar year, inclusive.

J. Unless otherwise expressly provided by law, persons who tender agency fees shall have

no rights or privileges within this Association.

**V. DUES, FEES, AND ASSESSMENTS**

A. The basic annual dues level for Active members, and representation fee for nonmembers

represented in the bargaining unit~~,~~ shall be sufficient to cover the operation

expenses of the Association, the dues of CTA/CCA, and the dues of NEA.

B. The Association’s portion of the basic annual dues, and the representation fee for nonmembers, shall

be established by action of the active membership of the Association at

the last regular meeting of the school year.

 C. Membership shall be continuous after initial enrollment until delinquent or until a change

in professional status shall make the member ineligible for membership. If by October 31

of any calendar year a member has neither paid the established annual membership

dues for the current membership year, nor made satisfactory arrangements for payment,

then that person’s membership shall be considered delinquent and the name dropped

from the rolls.

**VI. POLICY-MAKING BODY**

A. The policy-making body of the Association shall be a Representative Council. The

Representative Council, comprised of Active members of the Association, derives its

powers from and shall be responsible to the Active membership.

B. The Representative Council shall be composed of the following Active members:

1. Members of the Executive Board;

2. Representatives elected on the basis of one-person one-vote;

3. Three area representatives elected on the basis of one-person one-vote

C. The Representative Council shall:

 Establish Association policies and objectives;

1. Adopt the annual budget of the Association on or before the first meeting of the

School year;

1. Approve the establishment or discontinuance of committees recommended by the

Executive Board; and

 3. Establish the dues of the Association.

D. The Representative Council shall schedule meetings monthly during the school year.

The number, place and time of meetings to be decided by the Executive Board.

E. Special meetings of the Representative Council may be called by the President, the

Executive Board, or by the petition of twenty percent (20%) of the Active membership.

F. Special meetings of the Representative Council shall be called for a specific purpose

and no business other than that for which the meeting is called may be transacted.

G. Notices and agendas for all meetings of the Representative Council shall be sent to all

members of the Representative Council at least two (2) days prior to the date of the

meeting.

H. For emergency meetings of the Representative Council during crisis situations, the

Executive Board shall adopt procedures to notify representatives of meeting dates,

places, and times.

I. Representative Council meetings may be held in an electronic format, such as a webinar

only for the purpose of dispensing information to members, provided that all bargaining

unit members are invited to be a part of the webinar with the ability to ask questions and

hear all responses. Voting on action items during a webinar is strictly prohibited.

J. A quorum for all meetings of the Representative Council shall consist of a majority of all

 voting members of the Representative Council.

**VII. REPRESENTATIVES**

A. Representatives shall be elected by and from the Active membership for each faculty

group. Such election shall be by open nominations and by secret ballot.

B. Representatives shall serve a term of 2 years.

C. Each faculty unit shall be entitled to at least one representative and shall have one

representative for each 15 Active members on the faculty, or major fraction thereof.

D. Active members who are not represented through an individual faculty group shall be

counted as a special faculty group entitled to the same representation on the

Representative Council as individual school faculty groups.

E. Vacancies: Vacancies in the office of Representative for whatever cause may be filled

by properly elected replacements.

F. Representatives shall:

1. Conduct constant and ongoing liaison between the Representative Council and the

Active members of the faculty unit;

1. Serve as the official channel through which written communications and publications

can be easily and quickly transmitted between the Association and the members;

1. Represent the views and input of the Active membership in votes taken in the

Representative Council, conducting frequent and regular polls of such membership

for this purpose; and

1. Perform such additional duties as prescribed by the Executive Board.

G. A Representative shall not conduct an election in which he/she is a candidate.

**VIII. OFFICERS**

A. The officers of the Association shall be a President, a Vice- President, a Secretary, and

a Treasurer.

B. These officers shall be and remain currently paid-up local, state, and national (Active)

members as a condition for nomination to and service in their respective positions during

their terms of office.

C. These officers shall be elected by and from the Active membership of the Association.

Such election shall be by open nominations and secret ballot. Officers shall be elected

on alternating years.

D. Officers shall be elected for a term of 2 years, commencing on July 1 of any calendar year

except for the Treasurer who shall have a term of twenty-five months.

E. A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve

in any of the offices of the Association. If there is a vacancy occurring in the office of the

President, the Vice-President shall assume the office. In the event a vacancy occurs in

the other offices, a special election shall be held to elect successors to fill the unexpired

terms.

F. The President shall be the chief executive officer of the Association and its policy leader.

The President shall:

1. Preside at all meetings of the Association, the Representative Council and Executive

Board;

1. Prepare the agenda for the meetings of the Association, the Representative Council

and the Executive Board;

1. Be the official spokesperson for the Association;
2. Be familiar with the governance documents of the Association, CTA, and NEA;
3. Appoint all chairpersons and members of committees with the advice and approval

of the Executive Board by the beginning of each school year;

1. Appoint the chairperson and members of the Bargaining Team with the approval of

the Executive Board by the beginning of each school year;

1. Call meetings of the Association, Representative Council and the Executive Board;
2. Propose the procedures for grievance processing for ratification by the Executive

Board and the Representative Council;

1. Suggest policies, plans and activities for the Association and be held responsible for

the progress and work of the Association;

1. Attend meetings of the Service Center Council, of which the Association is a part;
2. At the beginning of the contract year, the President shall appoint a committee of at

least two Association members to audit the CCFA financial records in a manner to

meet legal requirements.

1. Attend other CTA/NEA meetings as directed by the Representative Council.

G. The Vice-President shall:

1. Serve as assistant to the President in all duties of the President;
2. Assume the duties of the President in the absence of the President;
3. Be responsible for the formation and distribution of the Association’s calendar of

activities; and

1. Serve as coordinator of committee activities and keep an accurate roster of all

committees to be shared with the Secretary at the direction of the President.

H. The Secretary shall:

1. Keep a careful and accurate record of the proceedings of each meeting, regular or

special, of the Association, Representative Council, and the Executive Board;

1. Be responsible for the distribution of minutes, notice of meetings, and agendas for all

meetings to members of the Representative Council and Executive Board; and to the

membership when appropriate;

1. Keep an accurate roster of the membership of the Association and of all committees;
2. Carry on the correspondence pertaining to the affairs of the Association as directed

by the President.

I. The Treasurer shall:

1. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
2. Pay out such funds upon orders of the President;
3. Provide a written financial report for each regular meeting of the Representative

Council and Executive Board;

1. Be responsible for an annual audit of the books of the Association and distributing a

summary of this audit to the membership; and

1. Be responsible for submitting membership and financial reports to CTA, NEA, and

other agencies as required by law.

**IX. EXECUTIVE BOARD**

A. The Executive Board shall be composed of the elected officers, and the three members

elected by area from the Active membership in that designated area.

B. All members of the Executive Board shall be and remain currently paid-up local, state,

and national (Active) members as a condition for nomination to and service in their

respective this position(s) during their term.

C. The Executive Board shall meet prior to each regular meeting of the Representative

Council and at such other times as the President may deem necessary, or upon written

petition of a majority of the members of the Executive Board.

D. The duties and the responsibilities of the Executive Board are:

1. Coordinate the activities of the Association;
2. Act for the Representative Council when school is not in session;
3. Direct the bargaining activities of the Association, subject to policies established by

the Representative Council;

1. Approve by majority vote appointment and by two-thirds (2/3) vote removal of

bargaining team members;

1. Recommend a budget for the Association to the Representative Council;
2. Approve by majority vote all appointment and removal of committee members,

including chairpersons;

1. Adopt the local Standing Rules for the Association;
2. Adopt grievance procedure;
3. Direct the grievance activities of the Association; and
4. Exercise all the business and organizational powers and duties for the Association

as prescribed by law and these bylaws, subject to any restrictions that may be

imposed by the Representative Council.

E. A quorum for all meetings of the Executive Board shall consist of a majority of the

elected members of that body.

**X. MEETINGS OF THE GENERAL MEMBERSHIP**

A. Meetings of the Association may be called by the President, the Executive Board, or by

written petition of twenty percent (20%) of the Active membership.

B. Notices of the Association meetings including date, place, time, and purpose of the

meeting shall be made available to all members of the Association at least two days

before the meeting except during crisis situations.

C. For emergency meetings during crisis situations, the Executive Board shall adopt

procedures to notify the Association membership of meeting dates, places and times.

D. General Membership meetings may be held in an electronic format, such as a webinar,

only for the purpose of dispensing information to members, provided that all bargaining

unit members are invited to be a part of the webinar with the ability to ask questions and

hear all responses. Voting on action items during a webinar is strictly prohibited.

E. A quorum for meetings of the Association shall be 20 percent of the Active membership.

**XI. BARGAINING TEAM**

A. The duties of the Bargaining Team are to represent and to bargain for all bargaining unit

members.

B. The President shall appoint all members, alternates, and the chairperson of the

Bargaining Team with the approval of the Executive Board.

C. Vacancies created by resignation or inability to serve shall be filled by the Executive

Board from the list of alternates.

D. The Executive Board, by two-thirds (2/3) vote, may remove a member of the Bargaining

Team.

E. Responsibility and authority for directing the bargaining process on behalf of the

Association are vested in the Executive Board subject to policies established by the

Representative Council.

F. Employees in the bargaining unit shall be surveyed to determine contents of the

proposed contract demands. The Representative Council shall approve the contract

articles to be bargained.

G. The Bargaining Team shall report its activities to the Executive Board as the Board requires.

H. The Executive Board shall provide for the dissemination of information regarding

bargaining and the activities of the Bargaining Team to the general membership.

I. The Bargaining Team is empowered to reach tentative agreements with the district.

Such agreements shall be considered tentative and not binding upon the Association

until such agreements have been ratified by the membership in the Association unless

such ratification shall have been specifically waived or otherwise delegated by that

active membership.

**XII. GRIEVANCE PROCESSING**

A. The Executive Board shall adopt, with the approval of the Representative Council, the

procedures for grievance processing.

B. These procedures shall include, but not be limited to, the following:

1. Provide for representation to assist all members of the bargaining unit(s) in

 processing grievances;

2. Training for handling grievances; and

3. Evaluation of the Association’s grievance policies and procedures.

**XIII. NOMINATIONS AND ELECTIONS**

The Chapter shall follow and members are entitled to the rights contained in the CTA

Requirements for Chapter Election Procedures published annually with the CTA Elections

Manual.

The chapter president must provide all Active members an opportunity to vote. Chapter

presidents do not have the option of deciding that such elections shall not be held.

A. The Elections Committee and Chairperson shall be appointed by the president and

approved by the Executive Board to which it is responsible at the beginning of each

school year. The duties of the Elections Committee shall be to:

1. Ensure that all Association/CTA/NEA election codes and timelines are followed;

2. Establish election timelines;

3. Develop and carry out timelines and procedures;

4. Prepare ballots for election of officers and such other elections as may be necessary;

5. Count the ballots and certify the results; and

6. Handle initial challenges.

B. Elections shall be conducted with:

1. Open nomination procedure;

2. Secret ballot;

3. All Active member vote;

4. Record of voters receiving or casting ballots; and

5. Majority vote, unless otherwise specified.

C. State Council Representative elections shall be conducted in accordance with CTA rules

after the chapter or Service Center Council has been notified to do so by the CTA

Elections and Credentials Committee.

D. NEA State Delegate elections shall be conducted in accordance with CTA/NEA rules.

E. NEA Local Delegate elections shall be conducted in accordance with CTA/NEA rules.

**XIV. COMMITTEES**

A. Committees, except as otherwise provided in these bylaws, may be established and

discontinued by the Executive Board, subject to approval by the Representative Council.

B. Each committee shall submit periodic reports to the Executive Board and Representative

Council.

 C. Standing Committees

The President, with advice and consent of the Executive Board, shall fill any vacancy in the Standing Committees. Appointments to the committees shall be for two years. The committee members should reflect the diversity of the CCFA membership.

1. **Communications Committee**

**Purpose: The Communications Committee shall serve as a vehicle for communication between the Citrus College Faculty Association (CCFA) Executive Board and the membership.**

**Membership: The Communications Committee Chair shall also serve as the Newsletter Chief Editor and webmaster of the CCFA website.** The Chair will then appoint two members to compliment the committee with the approval of the President.

**Duties: The Communications Committee shall-**

1. **communicate newsworthy information and updates concerning the faculty, staff, College, and community through email, the CCFA website, social media, and the Newsletter.**
2. **coordinate and oversee the creation, printing, and distribution of the Newsletter.**
3. **update the information on the website.**
4. **communicate with the chairs of CCFA standing committees and the Executive Board, and transmit information from them in the newsletter.**
5. **be responsible for determining what messages should be sent to the membership via social media or email.**

2. **Benefits Committee**

Purpose: To provide the Membership with up-to-date information on a variety of fringe benefit programs including health, life, liability and income protection available through employment at the college as well as other benefits available through membership in the Association.

Membership: The CCFA President shall appoint the Chair of this committee. The Chair will then appoint two members to compliment the committee with the approval of the President.

Duties: The Benefits Committee shall-

1. research insurance programs currently offered to Membership for purpose of maintaining expertise on fringe benefits currently offered as part of employment.
2. research benefits offered as part membership in umbrella organizations.
3. serve in an advisory capacity whenever matters of fringe benefits become an issue in contract negotiations.
4. stay apprised with any important changes in the State Teachers Retirement System.
5. serve in an advisory capacity to the Contract Committee whenever policies regarding retirement become an issue for negotiations.
6. advise the Membership regarding retirement organizations, financial plans, and meetings designed to inform members about various aspects of retirement.
7. give regular reports at CCFA Representative Council meetings.
8. be responsible for setting up workshops designed to inform members on various aspects of retirement.
9. maintain expertise on Leaves available to members in the collective bargaining agreement and Board Policies.

3. **Membership Committee**

Purpose: To advise the President on membership outreach, recruitment, and CCFA membership promotion.

Membership: The CCFA President shall appoint the Chair of this committee. The Chair will then appoint two members to compliment the committee with the approval of the President.

Duties: The Membership Committee shall-

1. be responsible for planning social events for the faculty. These events include participation in annual functions such as end-of-the-year faculty meeting and other social activities as
2. determined by the interests of the faculty.
3. serve as a liaison between administration, California School Employees Association and student social activities.
4. send expressions of sympathy or goodwill to appropriate members of the faculty and staff.
5. be responsible for organizing activities that build unity and collegiality within the membership.
6. work with the Benefits committee to organize workshops explaining benefits of membership.
7. Work with the Budget Committee to examine cost effective measure for membership promotion and retention.

4. **Contract Committee**

Purpose: The Contract Committee shall be responsible for the evaluation of the existing agreement with the District for the following purposes:

1. To identify areas of strength that are to be protected
2. To identify areas of weakness that need improvement
3. To develop proposals for successor agreements

There are three distinct phases to this process: contract research, contract writing, and bargaining.

Membership: The Contract Committee shall be co-chaired by the members of the BargainingTeam. The membership of the Contract Committee shall be open to active members of the Association.

Duties: The Contract Committee shall-

1. The Bargaining Chair shall have primary responsibility for writing and preparing proposals and bargaining with the assistance of the Associate Negotiators.
2. The Associate Negotiators shall have primary responsibility for research. There are two areas of needed research: financial research and language research. Each Associate Negotiator shall take the lead on one of these areas with the assistance of the members of the Committee.

The responsibilities for *language research* shall be

* To evaluate the existing contract between the Board of Trustees and the Association for any apparent weaknesses
* To collect and evaluate language from other colleges’ contracts that might improve the contract between the Citrus College Board of Trustees and the Association
* To present a list of potential contract items to the membership so that priorities may be established by the body
* To poll the unit membership prior to the contract writing in order to ascertain if additional items should be included in the proposal
* To assist the Contract Bargaining Team with a forum in which to discuss the contract issues and yet maintain the confidentiality necessary in collective bargaining.

 The responsibilities for *financial research* shall be:

* To examine the District budget to determine the ability of the District to make future financial commitments.
* To evaluate current faculty salaries to ascertain the cost of increases and to compare local faculty salaries with those at other community colleges.
* To examine the cost of potential Association proposals for impact and viability.
* To evaluate current faculty fringe benefits to ascertain the cost of increases and to compare local faculty fringe-benefit packages with those at other community colleges.

Bargaining Team:

The Contract Bargaining Team, of necessity, shall be a confidential body. This Team shall be responsible for meeting with the District’s Team for the purposes of bargaining the contractual agreement between the Citrus College Board of Trustees and the Citrus College Faculty Association. Additionally, it shall be under the purview of the CCFA Bargaining Team to engage the District on all issues within the mandatory scope of bargaining, including any relevant Memoranda of Understanding, Board Policies, and Administrative Procedures.

5. **Political Action Committee**

Purpose: The Political Action Committee shall maintain a continuing study of proposed legislation affecting colleges and faculty. The committee shall keep the membership informed of significant state or federal legislation and recommend appropriate political action to the membership. The committee shall conduct fund-raising activities for the purpose of supporting local candidates who support the interest of higher education. The committee may obtain information and inform the membership regarding the records and opinions of candidates for local~~,~~ positions regarding questions affecting colleges and faculty.

Membership: The CCFA President with the approval of the Representative Council will appoint the Chairperson and the PAC Treasurer shall be the current CCFA Treasurer. The Chairperson of the PAC with approval of the Representative Council will appoint the remaining PAC committee members to serve the length of time of the president.

Duties: The Political Action Committee shall-

1. represent the association and its members in their political items of interest.
2. research and recommend positions regarding elections and issues to the Executive Board and Representative Council.
3. give a report to the Representative Council on potential political items of interest.
4. give a balance and expense report to the Representative Council once a semester or as needed.
5. contact potentialcandidates for Board of Trustees positions and provide an open forum.
6. speak with authority for the faculty in matters of endorsements of local governing board candidates and issues.
7. generate political talking points to encourage members to vote.
8. solicit income from the California Teachers Association/ Association for Better Citizenship/ Political Allocation Committee (CTA/ ABC/ PAC)
9. facilitate fund raising eventson a voluntary basis from all interested parties.
10. deposit all contributions in an account that conforms to the California Election Code and/or legal statutes.
11. request and authorize expenses on issues or candidates.
12. file reports with the County Registrar of Voters and the California Secretary of State to be in compliance with the California Election Code and the Fair Political Practices Commission. The PAC Treasurer shall be charged with this duty.

6.) **Budget Committee**

Purpose: The Budget Committee will analyze past and ongoing CCFA expenditures and revenues, and work with the CCFA President and leadership to propose future budgets that support the purpose of the CCFA in a sustainable and transparent manner.

Membership: The Budget committee will be chaired by the CCFA Treasurer and its membership shall include the CCFA President, the Grievance Chair, and a representative from the membership committee.

Duties: The Budget Committee shall-

1. prepare and explain historical financial records to interested parties, and solicit input from committees and individuals about future needs of the CCFA. This input will be used to develop a budget for the following fiscal year, and articulate long-term strategies to aimed at maintaining and improving the function of the CCFA.
2. develop and maintain clear record keeping procedures to ensure transparent and effective operations.
3. develop and maintain clear budget request procedures to ensure transparent and effective operations.

7.) **Grievance Committee**

Purpose: The Grievance Committee will be charged with the evaluation of grievances with the purpose of advising the grievant(s) and determining the whether or not to pursue each grievance through the grievance process as described in the collective bargaining agreement. In addition, the Committee will review the current grievance procedures in the CCFA Standing Rules and make recommendations to the Executive Board for modifications of those procedures to be adopted by the Representative Council.

Membership: The Grievance Committee shall be chaired the current CCFA Vice President unless the Executive Board selects by majority another member on the advice of the President. The remaining members of the Committee shall be the Bargaining Chair and at least one other active member selected by the President.

Duties: The Grievance Committee shall-

1. evaluate grievances brought by unit members of the CCFA, and determine whether a grievance should be supported by the CCFA based on merit.
2. recommend whether or not a grievance should be advanced to arbitration (Level III, CBA)
	1. based on cost analysis, merit, and relevance to the unit as well as consideration of the duty of fair representation.
3. recommend internal procedures for the assisting of unit members in handling grievances and determining factors for cost analysis for the purpose of making budgetary decisions involving grievances.
4. recommend language to be modified or added to the CBA to enhance expedient processing and fairness in the grievance process for the unit.

**XV. PARLIAMENTARY AUTHORITY**

Robert’s Rules of Order, Newly Revised, latest edition, shall be followed at all meetings of

the Association, the Representative Council, and the Executive Board.

**XVI. AMENDMENTS**

These Bylaws may be amended by a two-thirds (2/3) vote of the representatives at any

regular or special meeting of the Representative Council. Notice in writing of a proposed

Bylaws amendment shall have been submitted to the Secretary and provided to members of

the Representative Council at the meeting preceding the one at which it is to be voted upon.

(revised September 2019)