

CONSTITUTION

&

BYLAWS

Of the

Riverside Community College District Faculty Association

CCA/CTA/NEA

2006 Newly Revised

RCCDFA CCA/CTA/NEA

CONSTITUTION [REVISED FINAL VERSION]

ARTICLE I - NAME

The name of this organization shall be the Riverside Community College District Faculty Association/ CCA/CTA/NEA in Riverside County.

ARTICLE II- PURPOSES

The primary purposes 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 school 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 group opinion on professional matters to speak with authority for members;
- C. To provide an opportunity for continuous study and action on problems of the profession;
- D. To provide a means of representation for its ethnic-minority members;
- E. To promote professional attitudes and ethical conduct among members;
- F. To encourage cooperation and communication between the profession and the community; and
- G. To foster good fellowship among members.

ARTICLE III - AFFILIATION

- A. The Riverside Community College District Faculty Association, hereafter referred to as RCCDFA, shall be a affiliated chapter of the Community College Association (CCA)
- B. The RCCDFA shall be a chartered chapter of the California Teachers Association (CTA).
- C. The RCCDFA shall be an affiliated local association of the National Education Association (NEA).

ARTICLE IV - MEMBERSHIP

- A. All certificated instructors, librarians, counselors, school nurses, or others who may be included in any selection of an exclusive bargaining agent for the faculty of Riverside Community College District may become members of this Association upon payment of the annual dues or authorizing payroll deduction for the same.
- B. Active membership shall be open to any person engaged in, or who is on a limited leave of absence from, non-administrative, non-supervisory, professional educational work. The definition of administrative or supervisory status in higher education units shall be determined by the governing body of the local Association chapter. Active members shall hold or shall be eligible to hold a baccalaureate or equivalent degree or the regular teaching, vocational or technical certificates required by their employment.
- C. Membership may be granted upon initiation of payroll deduction or upon payment of annual Chapter/CTA/NEA dues.

D. Rights

1. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members.
2. Active members shall be eligible to vote in all elections, hold elective office or appointive position, receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association, as per CTA Standing Rule 4-1 located in CTA's "Guidelines for Chapter Governance Documents" Manual.
3. An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in the Association.
4. Active members shall adhere to NEA's "Code of Ethics of the Education Profession" found in the "CTA Organizational Handbook."
5. 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.
6. No member of the Association may be disciplined without a due process hearing which shall include the established appellate procedure.
7. 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.

ARTICLE VI – DUES, FEES, ASSESSMENTS, AND ARBITRATION COSTS

A. Dues

1. The basic annual dues level for membership shall be sufficient to cover the operating expenses of the Association. On recommendation of the Executive Board of RCCDFA/CCA/CTA/NEA, the Association portion of the annual dues shall be established by action of the membership of the Association by secret ballot.
2. The annual dues shall be determined at the first regular meeting of the Association in each school year and shall be paid, or authorized by payroll deduction, prior to the first pay period of the Fall Semester. Members joining after the first pay period of the Fall Semester will have their dues prorated.

B. Agency Fee

1. RCCDFA shall apportion any negotiated representation fee or organizational security fee on the same percentage basis as the full Chapter/CTA/NEA dues.
2. Agency Fee shall be charged in the RCC District to all persons who are not members but are covered by Article IV and in accordance with appropriate law.

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.

D. Arbitration

1. The Association recognizes and reaffirms its obligation as the exclusive representative and shall fairly represent each member of the District covered by

the recognition clause in the present contract between the Riverside Community College District and the RCCDFA/CCA/CTA/NEA.

2. If members of the bargaining unit who are not members of the Association wish to have their grievances processed at arbitration, such persons must elect to pay their pro-rata share of the costs of arbitration or the equivalent of the annual dues of the Association, whichever is less.

ARTICLE VII – POLICY-MAKING BODY

- A. The policy-making body of this Association shall be the general Active membership.
- B. The Association shall meet a minimum of one time per semester or twice per year; the time and place of such meetings to be decided by the Executive Board as stated in the Bylaws.
- C. Special meetings of the Association may be called by the President or by petition containing the signatures of twenty percent (20%) of the Active membership.
- D. Special meetings of the Association shall be called for a specific purpose and no business other than that for which the meeting is called may be transacted.
- E. Notices and agendas for all meetings shall be posted in the building(s) at least two days prior to the date of the meeting.
- F. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify members of meeting dates, places, and times.
- G. A quorum for all meetings of the Association shall consist of a majority of all Active members.
- H. The budget of the Association shall be adopted by the Active membership on or before the first regular meeting of the school year.
- I. Grievance procedures shall be approved by the Active membership.

ARTICLE VII - OFFICERS

- A. The officers shall be the District-wide President, Secretary, Treasurer, and three Vice-presidents, each elected from/by each of the three campuses/colleges.
- 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. Officers shall be elected for a term of two (2) years, commencing on July 1st of any calendar year.
- D. Officers shall be elected by and from the whole, active, eligible voting membership of the Association; such election shall be by open nominations and secret ballot.
- E. Vacancy procedures are addressed in Article V of the Bylaws.
- F. The duties of Officers are addressed in Article II of the Bylaws

ARTICLE VIII - EXECUTIVE BOARD

- A. The Executive Board shall be composed of fourteen (14) members: six (6) elected officers; three (3) elected Full-time representatives (one each from Moreno Valley, Norco, and Riverside); three (3) elected Part-time representatives (one each from Moreno Valley, Norco, and Riverside); the most recent past president who is able and willing to

serve, and, as an ex officio, non-voting member, the current President of the Academic Senate.

- B. All members of the Executive Board shall be and remain current dues paying local, state, and national (Active) members as a condition for nomination to and service in their position.
- C. The Executive Board shall meet prior to each regular meeting of the Association 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, to conduct the business of the Association between meetings of the general membership.
- D. Quorum for the Executive Board and committee meetings shall consist of a majority of the Board or committee.
- E. The duties and responsibilities of the Executive Board are addressed in Article I of the Bylaws.

ARTICLE IX - AMENDMENTS

- A. This constitution shall be amended by a two-thirds vote at any regular general membership meeting, provided notice in writing of a proposed amendment shall have been filed with the Secretary and presented at a meeting at least one week prior to the one at which the amendment is to be voted on.
- B. This constitution may be amended by a two-thirds vote at any regular ballot-box type election, provided notice in writing of a proposed amendment shall have been filed with the Secretary and published at least one week prior to its being voted on.

RCCDFA CCA/CTA/NEA

BYLAWS [REVISED FINAL VERSION]

ARTICLE I – FUNCTIONS OF THE EXECUTIVE BOARD

- A. The Executive Board shall be composed of the elected officers and representatives of the Association;
- B. The Executive Board shall adhere to the one person—one vote policy in that the vote of each member of the Executive Board shall carry equal weight;
- C. The Executive Board shall meet
 - 1. at least once per month during the regular academic year,
 - 2. prior to each regular meeting of the general membership of the Association,
 - 3. as needed during negotiations,
 - 4. at such other times as the District-wide President may deem necessary.
- D. The District-wide President, in consultation with the rest of the Executive Board members, shall determine the times and places of meetings.
- E. The duties and responsibilities of the Executive Board are
 - 1. Coordinate the activities of the Association and foster transparency through open communication within the Association;
 - 2. Recommend a tentative budget to the Association membership during the Fall semester;
 - 3. Direct the bargaining activities of the Association, with consideration /input from the Active membership and subject to the policies established by the Active membership;
 - 4. Discuss and approve all appointments and nominations to committees, including chairs;
 - 5. Approve appointment and removal of bargaining team members;
 - 6. Adopt grievance procedures;
 - 7. Direct and act upon the grievance activities of the Association;
 - 8. Adopt the Standing Rules for the Association;
 - 9. 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 General Membership;
 - 10. Make recommendations to be acted upon by the membership and in the event of a vote-split of the Board, provide pro-con statements to the membership;
- F. The Executive Board shall report its actions and the status of Association matters to the membership biannually.
- G. A quorum for meetings of the Executive Board shall be a majority of the Executive Board.
- H. Upon notification to the District-wide President of an arbitration recommendation, the Executive Board shall convene within three school days to consider the recommendation.

1. Should the recommendation be to not proceed to arbitration, the aggrieved shall be given an opportunity to state why the Association should support the grievance in arbitration;
2. Should the Executive Board reaffirm its vote not to proceed to arbitration, the aggrieved shall be notified of the reasons for the action and apprised of his/her rights under this section, under the Agreement with the Riverside Community College District, and under the Public Employment Relations Board (PERB) regulations.

ARTICLE II – TERMS AND DUTIES OF OFFICERS AND REPRESENTATIVES

A. Officers

1. All Officers and Representatives shall be elected for a term of two years.
2. The terms of Officers shall alternate with the representatives, so that, unless unusual circumstances dictate otherwise, representatives will be elected in odd numbered years and Officers will be elected in even numbered years. Unless unusual circumstances dictate otherwise, all terms shall begin on July 1st.

B. Duties

1. The District-wide President shall:
 - a. Preside at all district meetings of the Association and Executive Board;
 - b. Prepare the agenda for the district meetings of the Association and the Executive Board;
 - c. Be the official spokesperson for the Association at all district meetings in which an Association presence is needed and/or at other functions in which an Association presence is warranted;
 - d. Be familiar with the governance documents of the Association, CTA, and NEA;
 - e. Nominate all chairpersons and members of committees and the bargaining/negotiations team with the approval of the Executive Board;
 - f. Schedule/Call meetings of the Executive Board;
 - g. Propose the procedures for grievance processing for ratification by the Executive Board and the Active membership of the Association;
 - h. Suggest policies, plans and activities for the Association and be held responsible for the progress and work of the Association;
 - i. Attend CCA conferences, training, and meetings as well as Service Center Council meetings;
 - j. Attend other CTA/NEA meetings as directed by the membership.
 - k. Coordinate the activities of the Executive Board, maintain transparency through open communication with all members of the Executive Board and the members of the Association, and delegate as is appropriate;
 - l. Follow up with all committee chairs on a timely basis and coordinate any actions that must be taken with the appropriate entities;
 - m. Maintain open lines of communication with the Grievance chair and vice presidents on all grievances;
 - n. Visit all campuses/college sites on a regular basis to encourage communication, involvement, and membership;

- o. Facilitate communication and publicity for the Association, both internally and externally;
 - p. Oversee the operations of the Association office and staff.
2. The Vice-presidents shall:
- a. Serve as assistants to the President in all duties of the President;
 - b. Shall act as a council and assume the duties of the District-wide President when the District President is unavailable or has requested a substitute;
 - c. Be responsible for the formation and distribution of the Association's calendar of activities;
 - d. Serve as coordinator of committee activities at the direction of the District-wide President;
 - e. Chair membership meetings at his/her respective campus/college and prepare the agenda;
 - f. Coordinate all Association activities on his/her respective campus/college with the other members of the Executive Board, particularly the representatives at his/her respective campus/college;
 - g. Serve as main contact for the Association at his/her respective campus/college;
 - h. Serve as Grievance officer at his/her respective campus/college and coordinate all grievance actions with the Grievance chair and committee
 - i. Maintain clear lines of communication with the District-wide President and the other vice presidents and maintain transparency through open communication with all members of the Executive Board and the members of the Association;
 - j. The Executive Board shall decide any unresolved dispute that arises between the Vice presidents with the intent of maintaining fairness and equity.
3. The Secretary shall:
- a. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association and of the Executive Board;
 - b. Be responsible for the distribution of minutes, notice of meetings, and agendas for all meetings to the members in the spirit of maintaining transparency through open communication with all members of the Executive Board and the members of the Association;
 - c. Maintain an accurate roster of membership of the Association;
 - d. Compile and submit appropriate membership reports to CCA and CTA in coordination with the Treasurer;
 - e. Carry on the correspondence pertaining to the affairs of the Association as directed by the District-wide President;
 - f. Coordinate the maintenance of RCCDFA's bulletin boards on each campus/college and the Association website;
 - g. Serve as Chair of the Membership Committee.
4. The Treasurer shall
- a. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
 - b. Pay out such funds only upon orders of the District-wide President;

- c. Provide a written report on the financial status of the Association at each Association meeting and at each Executive Board meeting while maintaining the principle of transparency through open communication;
 - d. Be responsible for and conduct an annual audit of the books of the Association and distribute a summary of this audit to the Executive Board and the membership;
 - e. Prepare an annual budget at the end of each fiscal year and present it to the Executive Board. Copies of the budget shall then be available to the membership, and shall also be presented at the first Fall semester general membership meeting; Submit financial reports to CTA, NEA, and other agencies as required by law;
 - f. Checks shall require the signature of the District-wide President or the treasurer of the Association.
 - g. Coordinate all appropriate accounting procedures with the PAC Treasurer.
6. Representatives shall:
- a. Serve as the central contact for his/her constituents and act as liaison for members to the Executive Board;
 - b. Provide information and serve as a resource for members of his/her constituency in the spirit of maintaining transparency through open communication with all members of the Executive Board and the members of the Association;
 - c. Work in conjunction with the District-wide President and/or appropriate vice president on publicity;
 - d. Serve as steward when requested by constituents in meetings between faculty and administration;
 - e. Encourage membership in the Association and serve on the Membership committee at his/her respective campus/college;
 - f. Represent the views and input of the general membership of RCCDFA as delegates and/or participants at CCA State Councils, conducting frequent and regular polls of such membership for this purpose;
 - g. Perform such additional duties as determined by the Executive Board.

ARTICLE III – MEETINGS

- A. The General Membership of the Association shall meet at least once each semester
- B. The meeting date(s)/time(s) to be determined by the Executive Board and all members shall be assured of notification with thirty (30) days of the meeting;
- C. All general meetings of the Association shall be open to all members of the Association and all those represented by the Association in its capacity as their exclusive bargaining agent;
- D. **PARLIAMENTARY AUTHORITY:** *Robert's Rules of Order, Newly Revised, latest edition*, shall be followed at all meetings of the Association and those of the Executive Board. The Executive Board will ensure that copies of *Robert's Rules of Order* are purchased; a copy shall be kept in the Association office and the President and Vice-presidents shall also be provided individual copies by the Association.

ARTICLE IV – BARGAINING TEAM

- A. The President shall nominate all members, alternates, and the chairperson of the Bargaining Team with the approval of the Executive Board.
- B. Vacancies created by resignation or inability to serve shall be filled by the Executive Board from the list of alternates.
- C. The Executive Board, by two-thirds (2/3) majority, may remove a member of the Bargaining Team.
- D. The Bargaining Team shall be under the direction of the Executive Board, and shall report its activities to the Executive Board, as the Board requires.
- E. The Bargaining Team is empowered to reach tentative agreements with the district subject to ratification by the Active membership.
- F. The duties of the Bargaining Team are to represent and to bargain for the bargaining unit(s).
- G. 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 Active membership.
- H. Members of RCCDFA shall be surveyed to determine contents of the proposed contract demands, and the contract proposal shall be approved by Active members in that unit.
- I. The Executive Board shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership.
- J. Agreements reached between the Bargaining Team and the Riverside Community College District Board of Trustees or its representatives shall be considered tentative and not binding upon the Association until such agreements have been ratified by the Active membership in RCCDFA unless such ratification shall have been specifically waived or otherwise delegated by that active membership.

ARTICLE V – GRIEVANCE PROCESSING

- A. The Executive Board shall adopt, with the approval of the General Membership 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.

ARTICLE VI – NOMINATIONS AND ELECTIONS

- A. The chapter president must provide Active members an opportunity to vote in all elections.
- B. Chapter presidents do not have the option of deciding that such elections shall not be held except for NEA-RA Local Delegate elections where, following a period of open nominations, voting may be waived if the number of candidates is equal to or less than the number of positions to be filled and the affiliate has adopted a governing provision or election policy allowing such a practice.
- C. There shall be an appointed Elections Committee.
- D. 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
5. Majority vote, unless otherwise specified.

E. The duties of the Elections Committee shall be to:

1. Ensure that all chapter/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;
6. Handle initial challenges.

ARTICLE VII – COMMITTEES

- A. The District-wide President shall nominate the chairs and members of standing and ad hoc committees with the approval of the Executive Board. Chairs and all committee members must be Active members of RCCDFA/CTA/NEA.
- B. Meetings of the committees shall be called by the chair of the committee or the District-wide President of the Association.
- C. The standing committees shall be

Elections
 Membership
 Grievance
 Political Action
 Negotiations
 Part Time Faculty Affairs
 Human Rights

- D. An Ad Hoc Governance committee shall be formed for the purpose of revising the governing documents of the Association and in accordance with CCA/CTA/NEA policy, and/or on an as-needed basis as determined by the District-wide President.

ARTICLE VIII – VACANCIES AND INABILITY TO SERVE

A. VACANCIES

A vacancy shall occur when an elected officer or representative resigns or is recalled from the position, is no longer employed by the district, accepts an administrative position, or dies.

1. In case of a vacancy in the office of President, if there is less than one year left in the term, one of the Vice Presidents shall succeed to the office for the remainder of the unexpired term; selection shall be done by secret ballot of the Executive Board.
2. In the case of a vacancy in any other position on the Executive Board, such position shall be filled by an appointment, which will be made by a recommendation by the President and confirmed by the Executive Board.

3. Any vacancy in any office with a term of more than one year remaining shall be filled by appointment, as stipulated in section 3, until a special election can be held to elect a member for the remainder of the term.

B. INABILITY OR FAILURE TO SERVE

1. “Inability or failure to serve” shall be defined as a failure to consistently, in two or more instances, fulfill the duties of the position as outlined in Article II. B.
2. The President or a majority of the Board may determine that extenuating circumstances exist to warrant not taking this action; extenuating circumstances shall include, but are not limited to, official leaves of absence from teaching, illness, and/or other personal emergency;
3. Inability and/or failure to serve shall be determined by a majority vote at the next Board meeting, and a vacancy will then exist. Filling a vacancy shall be determined by Article IV. A. The Executive Board shall then notify the Officer or Representative in writing of the action
4. Prior to declaring a seat vacant, the Board may consider any extenuating circumstances.

- C. Actions by the Board to declare a vacancy may be appealed at the next regular General Membership meeting. Action on the appeal to the General Membership shall be final.

ARTICLE IX - AMENDMENTS

The Bylaws shall be amended by a two-thirds vote at any regular general membership meeting, provided notice in writing of a proposed amendment shall have been filed with the Secretary and presented at a meeting at least one week prior to the one at which the amendment is to be voted on.

RCCDFA CCA/CTA/NEA

STANDING RULES [NEW]

ARTICLE I – ELECTIONS COMMITTEE

- A. The Elections Committee shall oversee all elections of the Association.
- B. Elections Committee Composition
 - 1. The Elections Chair and committee members shall be nominated by the District-wide President and approved by the Executive Board;
 - 2. The Committee shall be composed of at least three members who are not on the Executive Board, who are familiar with the unit operations, and who are not seeking election. The committee should be representative of the campuses/colleges;
 - 3. The Elections Committee is charged with ensuring that elections are conducted in a transparent, fair, and impartial manner, and in accordance with the most current CTA/NEA Elections Manual;
 - 4. A member shall abstain from participation in Elections Committee activities if her or his spouse or immediate family member is a candidate.
- C. Election Requirements
 - 1. The chapter shall ensure that an open nomination procedure is in place (i.e., any member may nominate any member, including himself or herself). The only qualification for office shall be Active membership in the chapter;
 - 2. Every Active member shall be assured of voting by secret ballot;
 - 3. There shall be at least a fifteen (15) day period between notice of election and the actual voting;
 - 4. All Active members shall be provided the opportunity to vote. A member who is on leave shall be sent election information by mail to his/her last known residence; however, it shall be the responsibility of the member to notify the chapter if s/he desires a ballot at a site other than his or her primary campus/college;
 - 5. The Election Committee shall organize an open Forum for the candidates.
 - 6. An Active member shall validate his/her ballot by signing the outside envelope containing the completed ballot;
 - 7. All elections shall be held in and concluded by the end of Spring term unless a special circumstance arises.
- D. Announcement of Elections and Results
 - 1. The announcement of election shall include the offices, length of terms, position duties, and the election timeline;
 - 2. The announcement shall be publicized in a manner that ensures every member has an opportunity to file a declaration of candidacy;
 - 3. Results shall be announced within three working days of the close of balloting and shall include
 - a. the open offices,

- b. the names of the candidates,
 - c. the specific number of votes received by each candidate;
 - d. the total number of votes cast;
 - e. the total number of disqualified votes cast including the number of disqualified ballots and the reasons for disqualification;
- E. Results shall be posted on the Association bulletin boards at each of the campuses/colleges within three working days of the close of balloting.
- F. The election shall be decided on a majority of votes cast. In the event that there is no majority, a run-off election will be held within 15 school days.
- G. All vote requirements shall be established in accordance with CTA/NEA guidelines. Unless otherwise specified, all elections shall be decided by the majority of votes cast with run off elections if necessary. Write-in votes are valid and must be counted.
- H. All other procedures or issues not addressed herein shall be governed by the most current CTA/NEA Elections Manual. The most current copy of this manual shall be kept in the chapter office, and a copy of the most current copy shall be given to the Elections Committee Chair. All copies of the manual can be requested from CCA staff or obtained from the CTA Elections Office in Burlingame.

ARTICLE II – MEMBERSHIP COMMITTEE & DUTIES

- A. The Membership Committee shall
 - 1. Conduct annual membership campaigns for the RCCDFA/CTA/NEA;
 - 2. Provide for collection of funds for any community or educational activity in which the membership votes to participate;
 - 3. Prepare monthly reports to the Executive Board of collection of dues and other funds being solicited;
 - 4. Maintain and update all Association bulletin boards;
 - 5. Maintain all necessary documents, including supplies of Applications for Membership, CCA, CTA, and NEA brochures, and other pertinent information for members;
 - 6. Work and communicate with the CCA state official responsible for membership and with CCA’s Governance and Membership Committee.
- B. The Secretary shall propose a Membership Committee to the District-wide President; the committee shall be representative of all of the campuses/colleges and both Full-time and Part-time faculty;
- C. The committee shall be comprised of the elected Representatives (FT, PT) and may include at least two other Association members;
- D. The committee shall report its activities to the Executive Board on a monthly basis;
- E. The Membership Chair and Committee shall
 - 1. Coordinate membership activities, including Membership drives;
 - 2. Update and maintain membership rosters in coordination with the Association Secretary;
 - 3. Coordinate membership activities with the CCA statewide Vice-president, or whoever is responsible for Membership at the state level.

ARTICLE III – POLITICAL ACTION COMMITTEE & DUTIES

- A. The Political Action Committee shall be chaired by the elected PAC Chair;
- B. The PAC Chair shall:
 - a. Preside at all meetings of the Political Action Committee;
 - b. Prepare the agenda for PAC meetings and provide copies to the Executive Board;
 - c. Work in conjunction with the District-wide President of the Association to recruit and select members of the PAC, including the selection of a PAC Treasurer;
 - d. Be familiar with the governance documents pertaining to Political Action of the Association, CTA, and NEA as well as appropriate state and federal laws;
 - e. Prepare all required PAC reports and submit them as determined by law;
 - f. Actively research and determine the viability of Association participation in political and community issues that will impact or otherwise affect the purpose of the Association as defined by Article II of the Constitution;
 - g. Assist in the recruitment, interview, and selection of political candidates for endorsement by the Association;
 - h. Provide all politically-related documentation to the appropriate agencies;
 - i. Keep the Executive Board, and when appropriate the membership, current and up-to-date on all relevant political issues and elections;
 - j. Prepare a summative report of all PAC activities, including a fiscal PAC Budget, for the Executive Board by the first meeting of each Fall semester;
 - k. Perform such additional duties as determined by the Executive Board.
 - l. Provide all financially related documents to the CTA Treasurer in a timely manner.
- C. The Political Action Committee shall endeavor to
 - 1. Maintain a continuing study of proposed legislation and of candidates for elected office affecting schools and teachers and provide pro and con statements on all relevant issues and political candidates to the membership in a timely manner;
 - 2. Keep membership informed about such proposed legislation and about the records and opinions of elected officials and/or candidates for elected office;
 - 3. Propose and carry out methods for the Association to support or to oppose such legislation or candidates with corresponding pro and con statements issued to the membership in a timely manner;
 - 4. Plan any activities designed to establish closer relationships with local, state, and national organizations and officials representing the Riverside Community College District;
 - 5. Accept and study legislative proposals and endorsements from members and recommend action to the Executive Board with corresponding pro and con statements provided in a timely manner;
 - 6. Work with administration and faculty to develop favorable community relations with respect to the teaching profession, the local schools, and public education;
- D. Funds for the Political Action Committee shall
 - 1. Be maintained separately from Association funds as per legal requirements;

2. Be maintained by a PAC treasurer who will compile and maintain all appropriate reports in conjunction with the Association Treasurer and compile reports in collaboration with the PAC chair;
 3. Disburse funds as authorized by the Executive Board.
- E. Checks shall require the signature of the District-wide President of the Association and the treasurer of the Political Action Committee.

ARTICLE IV – GRIEVANCE COMMITTEE & DUTIES

- A. The Grievance Committee shall be responsible for
1. Attending grievance training as provided by the Association;
 2. Investigating any and all complaints of contractual violations and researching with CTA staff and legal divisions when needed;
 3. Considering the merits of each grievance;
 4. Implementing the Association's grievance process when such investigation has determined that a violation has occurred;
 5. Making recommendations to the Executive Board regarding budget for grievance processing and arbitration;
 6. Keeping the Executive Board fully informed regarding current complaints and grievances and maintaining appropriate transparency through open communication with the Executive Board;
 7. Making recommendations to the Executive Board regarding submission to arbitration;
 8. Keeping appropriate and thorough records and notes of all grievances and proceedings;
 9. Making recommendations to the Executive Board for maintaining and improving the grievance structure and process;
- B. All discussions of grievances shall adhere to appropriate confidentiality standards.
- C. During any period when the Association is the exclusive bargaining agent for the faculty of the Riverside Community College District, the Association shall provide representative(s) to assist members of the bargaining unit in processing grievances;
- D. The committee shall have at least one representative for and from each campus/college;
- E. The Executive Board shall provide a training program for all grievance committee members.
- F. Should the committee recommend that a grievance not be carried to arbitration:
1. The aggrieved shall be notified, in writing, of the recommendation;
 2. The reason for the recommendation and the time and place of the Executive Board meeting being held to consider the recommendation;
- G. No Association resources will be expended for arbitration of a grievance pending action by the Executive Board, or after a negative decision by the Executive Board, or currently on appeal by the grievant to the Executive Board.

ARTICLE V – NEGOTIATION COMMITTEE & DUTIES

- A. The Negotiations Committee shall be representative of the Association.
- B. The Negotiations Committee shall:

1. Continually monitor the contract and its implementation with respect to the faculty and the Administration;
 2. Consult with CCA/CTA staff and resources as needed;
 3. Research changes to California State Ed Code, contracts in other districts, and any other matter that will help inform and improve future negotiations;
 4. Be familiar with Association/CCA/CTA/NEA documents and policies pertaining to Negotiations;
 5. Attend CCA/CTA/NEA training sessions as provided by the RCCDA
 6. The Negotiations Committee shall continue to function in an advisory and research capacity to the Bargaining Team and the Executive Board once a team has been appointed.
- C. The Bargaining Team selection:
1. The District-wide President of the Association, in consultation with the Executive Board and Negotiations Committee, shall nominate a five-person Bargaining Team, with the majority of the team members coming from the Negotiations Committee, for the approval of the Executive Board;
 2. The team shall be representative of both Full-time and Part-time faculty members;
 3. The team shall be selected at least one year prior to the expiration of the contract;
- D. The Bargaining Team shall:
1. Serve and be actively involved in all negotiations from the time of the opening of negotiations to the printing of the final documents;
 2. Be provided training on Negotiations through CCA/CTA/NEA as is available;
 3. Act as the bargaining agent representatives during negotiations with the District;
 4. Meet on a regular basis during the period of negotiations;
 5. Work as a team and not as individuals, maintaining the integrity of the Associations guiding principles and purposes, and maintaining collegial relationships throughout the negotiating process;
 6. Reach a consensus on any issue brought up during negotiations;
 7. Take specific notes during negotiations;
 8. Use Sidebars only to clarify language. Sidebars shall require a minimum of two members of the Bargaining Team, and no tentative agreement can be reached in a sidebar; final approval of language requires the participation of the full Bargaining Team in the negotiations.
 9. Present accurate information and provide informed recommendations, including if necessary, pro and con statements, to the Executive Board;
 10. Have the right to suspend Negotiations until consultation can be done with the Executive Board;
 11. Maintain strict confidentiality standards within the Team and Executive Board before, during, and after negotiations;
 12. Compile records of negotiations for future reference that are to be kept in the Association office;
 13. Follow all policies established by the Association, CCA, CTA, and NEA;
 14. Keep the membership informed of Negotiation progress in accordance with PERB regulations.
- E. The Bargaining Team shall NOT:

1. Meet with District representatives with less than a majority of the Negotiation Team present;
 2. Make public statements regarding active negotiations and/or resulting decisions of the Executive Board without prior approval of the Executive Board.
- F. Negotiation Committee and Team members shall be removed for violation of Association policies, of legal agreements between the Association and the District, of PERB regulations, and of state and/or federal laws. Any removal shall first be discussed and approved by the Executive Board;
- G. In the event of a vacancy on the Team, the District-wide President may nominate a replacement with the approval of the Executive Board.
- H. All legal matters relating to negotiations shall remain confidential between the Executive Board, the Negotiation Team, and the Negotiation Committee. Violations of this confidentiality could result in Association discipline and possible legal ramifications;
- I. All printed and/or electronically-distributed documents shared between the Team, Committee, and Board shall be clearly marked “Confidential”;
- K. Ratification
1. All Active members of the Association shall vote on ratification of the proposed contract.
 2. In the spirit of transparency through open communication, all Active voting members shall be given a reasonable opportunity to review and discuss the entire contract, including pro and con statements provided by the Executive Board, prior to ratification;
 3. In the event that ratification of a proposed contract fails, the Executive Board shall endeavor to poll the membership on the points that led to the failure of ratification and then instruct the Negotiation Team on how to proceed;
 4. In the event that ratification does not occur, the Executive Board, in consultation with the Negotiation Team, shall determine whether further negotiations are warranted or whether other action(s) should be taken.

ARTICLE VI – AD HOC GOVERNANCE COMMITTEE & DUTIES

- A. An Ad Hoc Governance committee shall be convened whenever the Association determines that the governing documents or other matters of governance need to be considered, reviewed, and/or changed.
- B. In accordance with CCA, CTA, and NEA policies, the Constitution and Bylaws shall be reviewed and appropriately revised every five years for adherence to CTA’s “Guidelines for Development of Bylaws and Standing Rules” Manual
1. The Manual can be obtained from CCA staff or the CTA Governance office in Burlingame, and a current copy of the Manual shall be kept in the chapter office and an additional copy shall be provided to the Governance Committee chair.
 2. All revisions must take into account changes in CCA, CTA, and NEA governance.
 3. The Governance Documents shall then be submitted to the CTA Local Governance Documents Review Committee for approval.
 4. Any changes must be ratified by the General Membership of RCCDFA.

- C. A chair and committee shall be nominated and approved at least one year prior to the expiration of the existing governing documents;
- D. The committee shall work under the supervision of the Executive Board. All recommendations made by the committee must be reviewed and approved by the Executive Board before being forwarded to CTA for review;
- E. Once approved by the Executive Board and appropriate CTA staff, the Committee shall coordinate the presentation of the recommendations, along with appropriate pro and con statements, to the general membership for final approval/ratification;
- F. The committee shall maintain a record of its process, recommendations, and actions in the chapter office for future reference.