



# **STANDING RULES**

**of the**

## **CALIFORNIA ASSOCIATE STAFF**

**Founded 1971**

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**A Member Affiliate of the  
National Staff Organization**

**Amended:  
2006, 2010, 2012, 2013, 2014, 2016, 2017, 2018**



## CALIFORNIA ASSOCIATE STAFF STANDING RULES

### 1. CAS Headquarters

The principal place of employment of the CAS President shall be considered the CAS Headquarters office.

### 2. Dues

2.1 Dues shall be paid by payroll deduction. New employees are required to fulfill this condition of employment.

2.2 Current dues are 1.65% of salary.

2.3 A CTA associate staff employee who is eligible for membership as set forth in the Bylaws, and who does not wish to have payroll deduction of dues, shall make one (1) cash payment equivalent to one (1) year's dues. Dues shall not be prorated.

2.4 A CAS member on unpaid leave of absence, disability, or Workers' Compensation leave who wishes to remain a member in good standing and entitled to the rights and privileges of membership while on such leave may remit to the CAS Treasurer five dollars (\$5.00) each month for the duration of the leave.

2.5 Upon request from the member, and in order to insure that a member on unpaid leave remains a CAS member in good standing, the CAS Executive Board will take under consideration declaring the time without pay to be a financial hardship and, if approved, will allow the member, upon returning to paid status, to pay CAS the temporarily waived \$5 per month leave dues.

2.6 In order to receive CAS representation, a CAS member who is terminated will pay CAS \$5 a month in membership dues. Upon request from the member, the CAS Executive Board will take under consideration declaring the time the member is not working to be a financial hardship and, if approved, will allow the member to pay the amount owed upon returning to CTA employment or if given a cash settlement from CTA.

### 3. Representation Fees

Representation fees shall be equal to one (1) year's dues paid each fiscal year in one (1) lump sum no later than October 31.

### 4. Membership Roster

No list of all or any portion of the membership shall be furnished for use by a CAS member for any purpose, or furnished for commercial purposes, except with the prior approval of the Executive Board.

### 5. The Executive Board

The Executive Board is subject to order of CAS and none of its acts shall conflict with action taken by the Association.

## 6. Records

Officers, Board Members, Council Representatives, and Committee Chairpersons, upon expiration of their terms of office, or in the case of resignation, shall turn over to their successor(s), or to the CAS President, within five (5) working days, all records, books, funds, and other materials pertaining to the position held. Records of the Treasurer necessary for audit may be held up to sixty (60) days.

## 7. Document Retention Policy

The policy requires each officer to prudently maintain California Associate Staff records. Specifically, financial records, treasurer's reports, bank statements, and all supporting documentation to its financial records shall be retained a minimum of seven (7) years; corporate records are to be retained for a minimum of three (3) years. Documents of incorporation, tax-exempt records, and Board minutes and agenda items shall be retained indefinitely in the California Associate Staff record books. Executive Committee documents regarding quarterly meetings shall be kept according to the attached chart. These records listed shall be kept by the officers or individual(s) designated by the California Associate Staff Executive Committee.

### 7.1 Document Retention/Protection:

Documents (hard copy, electronic data, and on-line or other media types) will be stored in a protected environment and back-up copies will be maintained and protected in a separate location for the duration of the Document Retention Schedule.

### 7.2 Document Destruction:

Hard copies of documentation will be destroyed by shredding. This will be completed the day after they have been retained until the end of the Document Retention Schedule per document type. Electronic or other media type documentation will be destroyed by formatting, deletion or other proven means to destroy such media after they have been retained until the end of the Document Retention Schedule per document type.

### 7.3 Provision of Document for Investigations or Litigation:

Documents requested and subpoenaed by legally authorized personnel will be provided within the legal guidelines. The California Associate Staff President will authorize document production with due regard to the numerous locations and persons who may be custodians.

### 7.4 Document Retention Schedule

<b>CORPORATE RECORDS</b>	<b>DURATION</b>	<b>KEEPER OF RECORD CUSTODIAN</b>
Articles of Incorporation to apply for corporate status	Permanent	Treasurer
IRS Form 1023 to file for tax-exempt and/or charitable status	Permanent	Treasurer
Letter of Determination from the IRS granting tax-exempt and/or charitable status	Permanent	Treasurer
Bylaws	Permanent	Treasurer
Board policies	Permanent	Secretary
Board meeting minutes	Permanent	Secretary
Tax or employee identification number designation	Permanent	Treasurer
Annual corporate filings	Permanent	Treasurer

<b>FINANCIAL RECORDS</b>	<b>DURATION</b>	<b>KEEPER OF RECORD CUSTODIAN</b>
Chart of accounts	Permanent	Treasurer
Fiscal policies and procedures	Permanent	Treasurer
Audits	7 years from filing date of Form 990	Records/Reference Committee
Financial Statements	7 years from filing date of Form 990	Records/Reference Committee
General ledger	7 years from filing date of Form 990	Records/Reference Committee
Check registers/books	7 years from filing date of Form 990	Records/Reference Committee
Business expense documents	7 years from filing date of Form 990	Records/Reference Committee
Bank deposit slips	7 years from filing date of Form 990	Records/Reference Committee
Cancelled checks or check copies	7 years from filing date of Form 990	Records/Reference Committee
Invoices	7 years from filing date of Form 990	Records/Reference Committee
Investment records	7 years from filing date of Form 990	Records/Reference Committee
Inventories of assets	7 years from filing date of Form 990	Records/Reference Committee
Credit Card Receipts	7 years from filing date of Form 990	Records/Reference Committee
All supporting documentation for any financial transaction	7 years from filing date of Form 990	Records/Reference Committee
Back up of all electronic data	7 years from filing date of Form 990	Treasurer
<b>TAX RECORDS</b>	<b>DURATION</b>	<b>KEEPER OF RECORD CUSTODIAN</b>
Annual tax filing for the organization (IRS Form 990, 990-EZ, 990-N)	7 years from filing date	Records/Reference Committee
Form 1099 filings	7 calendar years following fiscal year end	Records/Reference Committee
<b>INSURANCE RECORDS</b>	<b>DURATION</b>	<b>KEEPER OF RECORD CUSTODIAN</b>
Bonding	Permanent (NSO coverage)	Treasurer

8. Confidentiality

No copies of information deemed confidential by the Executive Board shall be given to any CAS member without prior approval of the Executive Board.

9. Minutes and Reports

9.1 Minutes of the Executive Board and Representative Council meeting shall be distributed to Executive Board members, Representative Council members and Alternates, and Standing Committee Chairpersons.

9.2 As soon as possible after each Council meeting, a *Report from the Council* shall be written by the Secretary and President and a copy sent to all members.

## 10. Travel and Other Expenses

### 10.1 Travel:

#### 10.1.1 Plane:

10.1.1.1 Limited to 21-day advance coach fare.

10.1.1.1.1 When timelines do not allow for a 21-day advance purchase and airfare will exceed \$250, advance approval from the CAS President and/or Treasurer is needed before booking the flight. Without advance approval, member will be reimbursed at the 21-day advance coach fare or \$250 limit, whichever is less.

10.1.1.2 When possible, CAS members shall book their own flights and will be reimbursed after travel has occurred when member submits a CAS expense voucher and accompanying receipt showing travel times and cost to member.

10.1.1.3 Ticket receipts showing travel times and cost must accompany final expense vouchers when ticket is purchased through the CAS travel agent.

10.1.1.4 Changes in air flight tickets must be first approved by the CAS President and/or Treasurer.

10.1.2 Train or bus – actual fare. Receipts necessary for reimbursement.

10.1.3 The CAS allowable auto mileage reimbursement will be 50¢ per mile or the same as the IRS allowable reimbursement, whichever is higher, but not to exceed the actual cost of a 21-day advance coach airfare.

In lieu of receiving mileage reimbursement, CAS Officers may rent an automobile for attending meetings to represent the Association. The amount of the rental may not exceed the calculated mileage expense.

10.1.4 Actual cost of airport bus or limousine service, parking and tolls, and reasonable amounts for taxis. Receipts necessary for reimbursement.

### 10.2 Lodging:

Reimbursement shall be limited to the minimum single room rate available or the least expensive room rate available. The hotel receipt listing day-to-day charges must be submitted for reimbursement.

### 10.3 Meals:

10.3.1 Allowable expenses for meals shall not exceed the actual amounts paid. The CAS meal allowance will be the dollar amount currently provided to Associate Staff in the CAS/CTA Contract plus tax and tip. (Tip reimbursement not to exceed 20% of food cost). An itemized receipt must be provided to receive reimbursement for any meal that exceeds \$10.00.

- 10.3.2 Reimbursement for breakfast expenses shall be authorized only when attendance at a meeting or travel to said meeting is required at or before 9:00 a.m.
- 10.3.3 Lunch expenses shall be reimbursed when attendance at a meeting or travel to said meeting is required between the hours of 11:00 a.m. and 2:00 p.m.
- 10.3.4 Reimbursement for dinner expenses shall be authorized only when attendance at a meeting or required travel to and from said meeting extends beyond 6:00 p.m.
- 10.3.5 CAS will not reimburse individual meals when group meals are provided by CAS, NSO, or other organizations sponsoring the event except in extraordinary circumstances, such as the need for special meals, and prior approval from the CAS President and/or Treasurer has been obtained.
- 10.3.6 Out-of-state travel: On days when meals are not provided (as outlined in 9.3.5 above), the total dollar amount stated in the CAS/CTA Contract will be for the whole day with no individual meal cap. On days when meals are provided (as stated in 9.3.5 above), the meal cap will be as outlined in the CAS/CTA Contract for any one meal.

#### 10.4 Phone Calls/Phone Cards:

In an effort to keep telephone call expenses to a minimum, CAS will provide members traveling on CAS business, upon request, with a 60-minute Calling Card. CAS will not reimburse for telephone calls.

#### 10.5 Receipts:

Receipts for travel, meals, and lodging, as outlined above, must be submitted to the Treasurer, along with the CAS expense voucher, before a reimbursement check will be issued.

#### 10.6 Timeliness for Submissions of Expenses:

Receipts for all CAS business expenses must be submitted to the Treasurer within 90 days of the day when the expense was incurred.

#### 10.7 Cash Advances:

Individuals needing cash advances will put in writing the request to the President and the Treasurer. After assessing the projected costs, if an advance is deemed necessary by both the President and the Treasurer the following will be done: (1) if airfare is necessary, the member will book through the CAS approved travel agent which is directly charged to CAS; (2) the Treasurer will, working with the member and where possible, arrange for hotel master billing to the CAS credit card; (3) a meal advance will be given based upon the Bylaws/Standing Rules allowance. The member must provide itemized receipts for all meal expenses and report the expenses on a CAS Business Expense Form, reimbursing CAS for any amount not used or covered by a receipt. All other expenses will be the responsibility of the member to be reimbursed upon receipt of the CAS expense form and in compliance with the CAS Bylaws and Standing Rules governing limitations and receipts necessary. Members who receive an advance will sign an acknowledgement of receipt of the advance and agreements to reimburse CAS for any amount not used or not receipted.

## 10.8 Exceptions to Expense Limitations:

Exceptions to the above expenses may be allowed by authorization of the President and/or Treasurer, or by a majority vote of the Executive Board.

## 11. Release Time

- 11.1 All CAS and CTA release time for CAS business requires 5 days advance notice by CAS to CTA. Members are requested to give the CAS Secretary notice of dates requiring release time as soon as they are known. Committee chairs are requested to give a list of known dated requiring release time in September of each year.
- 11.2 The amount of release time requested shall be the estimated amount of time needed for the length of the CAS business or meeting and travel time where applicable.
- 11.3 Any release time that is not used/needed, shall be reported by the member to the CAS Secretary who will notify CTA to reimburse CAS with the unused release time.
- 11.4 The Secretary will submit a report at every Executive Board meeting which will show number of days of release time used, and for what purpose the release time was utilized; to be circulated and returned to the Secretary.

## 12. Executive Board and Representative Council

### 12.1 Meetings:

- 12.1.1 The Executive Board and Representative Council shall meet at least four (4) times annually.
- 12.1.2 At the first meeting of the year, the remaining three meetings dates will be scheduled.

## 13. Budget and Finance Committee

- 13.1 The Treasurer shall be an ex-officio member of the Budget and Finance Committee.
- 13.2 The Budget and Finance Committee shall submit to the Executive Board, prior to September, a proposed initial budget. Upon consideration of the current financial status, the Budget and Finance Committee may make a dues recommendation to the Executive Board.
- 13.3 The Budget and Finance Committee will submit recommendations on investment of assets to the Executive Board for approval.
- 13.4 Any changes to CAS investment accounts as outlined in 12.3 shall require the signatures of two (2) of the following officers: President, Vice President, or Treasurer.

## 14. Bylaws Committee

- 14.1 The Bylaws Committee shall be responsible for reviewing and maintaining the Bylaws.
- 14.2 The Bylaws Committee shall be responsible for distribution of copies of proposed amendments to the members.



## 15. Communications Committee

- 15.1 The Communications Committee shall be responsible for writing, editing, producing, and distributing a CAS newsletter. Prior to publication, a copy shall be review by the CAS President.
- 15.2 The CAS Website shall be designed and maintained by the Webmaster who will be a member of the Communications Committee. The Rep Council will be the deciding body for questions regarding access of and content to be placed on the Website.

## 16. Elections Committee

- 16.1 The Elections Committee shall be responsible for conducting all balloting and for maintaining, distributing, and updating the *CAS Elections Manual*. The Elections Committee shall conduct the elections in accordance with the CAS Bylaws, Standing Rules, and Election Manual.
- 16.2 The Elections Committee shall set the timelines for the election in accordance with the CAS Bylaws, Standing Rules, and Election Manual. Once the timeline has been sent to the membership, changes in dates can only be made with approval of the Executive Board.

### 16.3 Procedures for Nomination:

- 16.3.1 The Elections Committee shall conduct elections for Area Directors or Representatives whenever a vacancy exists except when a vacancy occurs within six (6) months of the maximum term expiration. No later than April, the Elections Committee Chairperson shall notify members of positions that will be expiring. Said notification shall also include a nomination form.
- 16.3.2 All nominations shall be in writing and shall be in the hands of the Elections Committee by the date specified in the notification. No nomination will be accepted after the specified date. CAS is not responsible for misdirected, lost, or mail delayed nomination forms.
- 16.3.3 It is the responsibility of the nominee to confirm the timely receipt of the nomination form.
- 16.3.4 The Elections Committee Chairperson will send a notice by mail, email, or fax, to a nominated candidate within three working days of receipt of the candidate's nomination form. A copy will also be sent to the individual making the nomination if other than the candidate. This confirmation notice may, due to the timing of the receipt of the nomination form, be sent after the close of nominations. Non-receipt of the notices does not constitute an exception to the stated deadline nor does it allow for a challenge to the election procedures.
- 16.3.5 CAS will accept, from the nominee only, emailed nomination forms provided CAS has the personal email address of the nominee on file. Only emails sent from a member's personal email address will be accepted in place of a signed nomination form.

### 16.4 Procedures for Elections:

- 16.4.1 The Elections Committee Chairperson shall be provided with a current roster of CAS members. Per Standing Rules Article 4, this list shall remain confidential and not furnished to any other person. Candidates may inspect (not copy) the CAS roster as outlined in the CAS Elections Manual.
- 16.4.2 The Elections Committee shall prepare ballots and envelopes for distribution to CAS members no later than one month following the request for nominations. The ballot shall include space for write-in candidates. A brief bio-sketch on the candidates will be enclosed with the ballots.
- 16.4.3 A member who will be on leave or vacation at the time of an election may request of the Elections Committee Chairperson, in advance, that a ballot be mailed to the address provided.
- 16.4.4 Ballots shall be received by the Elections Committee Chairperson on or before the date specified.
- 16.4.5 Upon receipt of the ballots, the Elections Committee Chairperson, with a committee whose members are not themselves candidates for office, shall count the ballots and certify the election results, in writing, to the CAS President and the candidates within three (3) working days. A majority of ballots cast shall elect. Ballots shall be retained for one (1) year following the election.
- 16.4.6 The Elections Committee shall notify CAS members of the results of the election, including the number of votes cast for/against each ballot measure or the number of votes cast for each candidate, within seven (7) working days following the election.

16.5 Procedures for Special Elections:

- 16.5.1 Upon notification from the CAS President, the Election Committee Chairperson shall send written notice to CAS members asking for nominations for replacement of the vacant position.

“The CAS President may make interim appointments to the seats of the Vice President, Secretary and/or Treasurer. Interim appointees may not vote on matters before the Executive Board or Representative Council and will hold office until the results of the special election have been announced.”

- 16.5.2 Such notice shall include a nomination form and pertinent regulations governing nomination and election to such position.
- 16.5.3 All nominations shall be in writing, and shall be in the hands of the Elections Committee by the date specified in the notification. Elections shall follow procedures as detailed in Article 15 and the Election Manual.

16.6 Procedures for Run-off Elections:

- 16.6.1 A run-off shall be deemed necessary in the event of a tie vote between the top candidates.

16.6.2 Ballots for run-off elections shall be mailed within ten (10) working days from deadline of the previous election.

16.6.3 Ballots shall be received by the Elections Committee Chairperson on or before the date specified.

16.7 Void Ballots:

Ballots from any and all elections shall be deemed void if any one of the following occurs:

- more than the specified number of boxes are marked;
- writing on the ballot face changes the meaning of the choice;
- received after the deadline date;
- unofficial and/or duplicate ballot is used; or
- the voting procedures have not been followed.

16.8 Procedures for Challenging an Election:

16.8.1 An election may only be challenged when there have been specific violations of the Bylaws and/or Standing Rules when conducting an election.

16.8.2 Challenges to an election shall be in writing to the CAS President within seven (7) days from the deadline of the election being challenged.

16.8.3 If a challenge to an election is deemed valid by the CAS Executive Board, the election shall be declared void and a new election shall be held within ten (10) working days.

16.8.4 When, due to an increase in membership, it becomes necessary to add an additional representative(s) to a CAS Area, an election will be held to elect the added representative(s).

16.9 Should a conflict arise; the Standing Rules will take precedence over the Election Manual.

17. Grievance Committee

17.1 The Grievance Committee shall be responsible for implementing the grievance procedure and for providing representatives to assist members in processing grievances.

17.2 The Grievance Committee shall be composed of the Chairperson and members, geographically distributed, who are recommended by the President and/or Chairperson and approved by the Representative Council.

17.3 The Chairperson shall keep the Executive Board fully informed regarding activities of the Committee.

17.4 The Grievance Committee may make recommendations to the Executive Board for improving the grievance procedure.

17.5 The Grievance Committee shall be responsible for providing grievance processing training.

- 17.6 Representative Council members shall serve as Level I grievance representatives for unit members in their area and shall apprise the Grievance Committee Chairperson of all such grievances. Council Representatives shall function with the advice and consultation of the Committee.
- 17.7 The Grievance Committee shall be responsible for processing all grievances above Level I.
- 17.8 The Grievance Committee shall consider the merits of each grievance and make recommendations regarding submission for arbitration to the Executive Board.
- 17.9 Should the Grievance Committee recommend that a grievance not be submitted to arbitration, the grievant shall be notified of the recommendation, the reason(s) for the recommendation, and the right of appeal to the Executive Board.

18. Representation Committee

- 18.1 The CAS representation structure for each designated CAS Area will be based on membership numbers as indicated below:

1-29 = 1 rep	30-49 = 2 reps	50-69 = 3 reps
70-89 = 4 reps	90-109 = 5 reps	110-129 = 6 reps

- 18.2 A special committee on representation shall be appointed as deemed necessary to ensure geographical representation within directorial areas and council areas.

19. Bargaining Team

- 19.1 The Bargaining Team shall be composed of six (6) members and at least one (1) alternate. Should a vacancy occur on the Bargaining Team, the alternate shall fill the vacancy.
- 19.2 A member appointed to the Bargaining Team shall have been a member in good standing for at least three (3) months.
- 19.3 Consideration shall be given to geographical representation on the Bargaining Team.
- 19.4 A survey of members' needs and desires as they relate to terms and conditions of employment shall be prepared and distributed to CAS members prior to the beginning of negotiations on successor contracts.
- 19.5 The Bargaining Team shall have the power to make tentative agreements. Final agreements shall be contingent upon ratification by the general membership.
- 19.6 Tentative agreements may be presented to the members with an "approve" or "disapprove" recommendation by the Executive Board.

## 20. Membership Committee

- 20.1 The Membership Committee is responsible for maintaining the member database and for handling all mailings to membership.
- 20.2 The Committee will provide Membership Notebooks to Area Representatives to be presented to new employees and at least annually will provide notebook updates to the membership.

## 21. California Teachers Association Staff Retirement Plan and California Teachers Association Employees' Health and Welfare Benefits Trust

The duties and responsibilities of CAS Trustees will be as stated in the CAS/CTA Agreement and the Working Trust Documents.

Alternate Trustee expenses are paid by the Association or reimbursed when invoiced by the Trust(s).

## 22. Organizing Committee

Every effort shall be made to have organizing flyer(s) reviewed by the Executive Board for input. In any case, and only for their information on an impending organizing effort, all organizing flyers will be sent to the Executive Board and Rep Council prior to distribution to the general membership.

## 23. Benefits to Members

- 23.1 CAS will give each member, upon retirement from CTA, an amount equal to \$10 for each year the person was a CAS member.
- 23.2 CAS will send to the family of a deceased, active CAS member an amount equal to \$10 per year of membership in CAS.

## 24. CTA Staff Intern Program Participation

CAS Executive Board, Representative Council members, and/or committee members accepted into the CTA Staff Intern Program will be allowed to take a leave of absence from their positions while participating in the program and will reassume their CAS positions and duties when they return to an associate staff assignment.

## 25. NSO Harvard Trade Union Program Scholarship

- 25.1 It is the member's responsibility to complete and submit the application in accordance with the procedures established by NSO.
- 25.2 If a CAS member is awarded the NSO Harvard Trade Union Scholarship, CAS will cover the member's expenses of food and travel up to a \$2,500 limit. The member must submit an expense voucher with itemized receipts for all expenses which are limited to and governed by the amounts

and procedures as outlined in the CAS Bylaws and Standing Rules. The member must reimburse CAS for any of the advance money not used or needed for allowable expenses.

- 25.3 The member must provide itemized receipts for all expenses and report the expenses on a CAS business expense form, reimbursing CAS for any amount not used or covered by receipt within 30 days from the last day of the Harvard Trade Union Program. Members who receive an advance will sign an acknowledgement of receipt of advance and agreement to reimburse CAS for any amount not used for CAS business expense or nor receipted.

## 26. Internal Discipline and Expulsion

- 26.1 Internal Discipline shall consist of a letter of reprimand being sent to the offender following the first offense, and should the offense continue to occur, the Executive Board may levy a fine. The amount of said fine shall be approved by a two-thirds (2/3) majority vote of the Executive Board.
- 26.2 A member may not be expelled unless due and sufficient cause has been determined by an impartial, independent, third party.

## 27. Whistleblower Policy

Each California Associate Staff officer, Executive Committee member and consultant is obligated to comply with legal requirements in carrying out their responsibilities. The purpose of this policy is to reaffirm those methods for addressing conduct which may be perceived as misconduct. In that regard, this policy must be considered in conjunction with the California Associate Staff Conflict of Interest Policy, as stated in CAS Standing Rule 5.

The California Associate Staff has no paid employees or officers. Its operations and conduct are subject to review by the Department of Labor and procedures under its Constitution and Bylaws. Further, it files reports with the U.S. Department of Labor and through IRS-Form 990 and is subject to audits from both agencies.

Any whistleblower concern should be put in writing and brought to the California Associate Staff President or Vice President. If requested, the concern will be kept anonymous. If the California Associate Staff officer has reasonable cause to believe there is misconduct, the California Associate Staff President or alternative officer will take appropriate action.

Any whistleblower investigation shall be handled as the whistleblower officer sees fit. A complainant shall not be subject to any form of retaliation because of a complaint, participation in any investigation or good-faith implementation of this policy.

Nothing in this whistleblower policy deprives any complainant, California Associate Staff officer, Executive Committee or consultant of any rights under California Associate Staff governing documents or statutes. Information and documents in implementing this policy shall be treated as confidential as possible.

This whistleblower policy shall be effective on the date of adoption by the California Associate Staff Executive Committee and may be amended as appropriate.

28. NSO

28.1 CAS shall maintain membership in NSO and pay necessary dues and assessments through the dues listed in 2.2 above.

28.2 The number of Representatives to the NSO RA is determined by an NSO established ratio of an affiliate membership including the President (in accordance with Bylaws Article IX Section 4.g.).

29. Amendment

Standing Rules may be amended by a majority vote of the Executive Board.

February 6, 2017  
CAS Standing Rules