



**Hemet Teachers Association**

# **Standing Rules**



Created January, 2014.  
Updated September, 2015  
Updated December, 2015  
Updated February, 2016  
Updated March, 2016  
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## STANDING RULES

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## **Rule 001: Membership Expense Reimbursement Policy**

1. General Authorization. The rules governing the control and necessary expenses of representatives to the California State Council, members of Association committees, and other travel of members on business of the Association are authorized by the Executive Board and Representative Council as follows:

### **a. Travel**

(1) PLANE: Actual, most economical coach fare (with receipt), up to two checked bags (with receipt). Prior approval must be obtained from HTA Treasurer for reimbursement for more than two checked bags or oversized overweight bags, while traveling by air.

(2) TRAIN OR BUS: Actual fare (with receipt).

(3) AUTO:

(a) The standard business mile rate (53.5 cents, effective January 1, 2017) as set by the Internal Revenue Service for transportation expenses. Mileage reimbursement cannot exceed the cost of coach plane fare.

(b) Mileage to and from the member's home airport at the rate (53.5 cents, effective January 1, 2017) as set by the Internal Revenue Service for transportation expenses.

(4) AIRPORT SHUTTLE: HTA will reimburse the cost of airport shuttles to and from the meeting site. Taxi fare shall be reimbursed only when no other form of transportation is available (with receipt).

(5) PARKING: Actual costs of airport parking and hotel parking (with receipt).

### **b. Lodging**

(1) Half the cost of a double-occupancy hotel room, with copy of actual detailed hotel bill as receipt. Those wishing a single room must pay the difference except for extenuating circumstances which must be approved in advance. Circumstances may include but are not limited to physically challenged, other medical reasons, persons in groups consisting of twenty-five (25) or fewer persons requiring overnight lodging may be reimbursed for single-occupancy where not otherwise directed by the Executive Board.

(2) If travel by private car means an extra hotel or motel charge, such charge is not reimbursable.

(3) Personal charges such as laundry, valet, telephone calls, snacks, and entertainment are not reimbursable.

c. **Meals**

Actual amounts paid **including tax and tip** are not to exceed \$70.00 for any one day. For events less than one day, a single meal is not to exceed \$35.00. Receipts are required for all meals. There will be no reimbursement for meals that are provided with attendance to event. No alcoholic beverages will be considered for reimbursement.

Members representing HTA at State Council, National Council, conferences, trainings, or other Association business requiring reimbursement are required to present a report to the Representative Council verbally or in writing at the next scheduled Representative council meeting.

**Deadline for Filing Claims.** All claims must be filed within thirty days of the end of the month in which they are incurred. An additional thirty-day period may be granted for extenuating circumstances set forth in a letter of explanation and filed with the claim.

Claims filed more than sixty days after the end of the month in which they are incurred shall require approval by the Executive Board.

Board approved 2012  
Updated December, 2012  
Updated December, 2015  
Updated February, 2016  
Updated March, 2016  
Updated February, 2017

## **RULE 002: Budget Preparation Policy**

The following general procedures and timelines shall be followed in preparation of the budget:

1. Dues Computation. The Executive Board shall release to the Budget Committee the computed dues figures for the following fiscal year at the February Representative Council Meeting.
2. Arbitration account funded at the rate of \$3.00 per FTE member, with ending-year balances carried over to the next fiscal year.
3. PAC account funded at the rate of \$5.00 per FTE member, with the ending-year balances carried over to the next fiscal year.
4. Draft Budget. The Budget Committee shall prepare and present a Draft Budget for the Executive Board in March. Discussion to take place in the April meeting. This budget shall reflect a projection of current program levels and all known or predictable cost increases.
5. Representative Council. The Budget Committee shall present the draft budget to the Representative Council in March. Discussion to take place in the April meeting.
6. Final Budget Recommendation. The Executive Board shall consider the results of the Representative Council discussion along with any other recommendations deemed appropriate, and shall make such adjustments to the Draft Budget as needed. The Final Budget proposal shall be presented with updates for adoption at the May Executive Board meeting and May Representative Council meeting.

Board Approved December, 2015

## **RULE 003: Audit Policy**

1. Audit. The accounts and other financial records of the Association shall be audited annually by an independent certified public accountant or accounting firm, to be designated by the Executive Board.

Board Approved December, 2015

## **RULE 004: Contract Ratification Policy**

The following general procedures and timelines shall be followed to ratify a Collective Bargaining Agreement:

1. Review Expediency. The Executive Board shall post new language on the HTA Website and alert members to review the new language through electronic mail, intra-district mail and social media, for review within one business day of a completion of negotiation.
2. Voting information dissemination. The Executive Board shall disseminate, through any means possible including, but not limited to, electronic mail, intra-district mailer, website, and social media, the locations, dates and times for voting on contract ratification.
3. Contract forum. The Executive Board shall require the Negotiations committee to present new contract language to general membership and answer questions from general membership at two locations, one within the Hemet Valley schools and one for outlying schools (located near Hamilton, Idyllwild or Cottonwood schools).
4. Voting opportunities. Executive Board shall allow at least three (3) days for contract voting, one opportunity after each Contract Forum, and a third day for voting at the HTA Office itself.
5. Results. Vote counting will be done by Executive Board after completion of the third day of balloting, and results disseminated through electronic mail, intra-district mail, and social media within one business day of vote tabulation. The Elections committee chair will assist the Executive Board to ensure ratification complies with the best practices for elections as outlined in the CTA Elections Manual.

Board Approved December, 2015

## **Rule 005: Contract Ratification in a Bargaining Crisis Policy**

1. The HTA Executive Officers recommend to the membership the following contract ratification procedure in a bargaining crisis as a standing rule to the bylaws:
  - a. The membership shall authorize the Executive Officers to establish the voting timeline and procedures should a tentative agreement be reached in Fact Finding or during the course of a resolution to a strike.
  - b. All unit members represented by HTA will be eligible to cast a ballot.
  - c. The decision to ratify or reject the tentative agreement shall be determined by the majority of ballots cast by eligible members.
  
2. The HTA Executive Officers recommend to the membership the following strike authorization procedure as a standing rule to the bylaws:
  - a. The membership authorizes the Executive Officers to call for a strike vote of the general membership.
  - b. The authorization will allow the HTA Executive Officers to conduct a strike vote of the membership if a fair settlement is not reached with the district.
  - c. The membership shall receive notification when the strike vote is to be conducted.
  - d. After votes are cast, the HTA Executive Officers will determine if there is a mandate to strike.

## **Rule 006: Committee Policies**

### **Grievance Committee**

The Grievance Committee shall consist of a Grievance Chair and at least three (3) members (representing elementary, middle, and secondary levels when possible). Every member will be represented by their local site representative upon request.

1. The duties of the Site Representatives shall be:
  - a. To advise members in grievance processing at level I.
  - b. To provide grievance forms and resources.
  - c. To act as teacher advocates and take an active role in managing member grievances.
  - d. To forward summary information of level I records to the Grievance Committee.
  
2. The duties of the Grievance Committee shall be:
  - a. To advise and represent members in the grievance process.
  - b. To assist members with work problems not directly related to the grievance process.
  - c. To attend at least monthly meetings to review grievances and provide an open forum for members to present possible grievance issues to the Committee.
  - d. To keep the Executive Board and Representative Council informed regarding grievance matters and recommendations.
  - e. To evaluate the Association's grievance policies and procedures.
  - f. To keep records of all grievance matters.
  - g. To attend CTA workshops annually and provide HTA members with trainings and grievance related information regarding the grievance process.

The chairperson shall be paid a stipend in the amount of \$500 annually. (as of 2/2016)

### **Budget Committee**

The chair of this committee shall be the elected HTA Treasurer. The budget committee shall hold hearings each winter for any HTA member to give input on budget goals and allotments. They shall present to the Representative Council each Spring a proposed budget for advice and consent. They shall submit reports at least each fiscal quarter to HTA.

### **Catastrophic Leave Committee**

As specified in our Collective Bargaining agreement. For confidentiality this will consist of the HTA President and one of the Vice-Presidents. In the event of a tie, the other non-member Vice-President will break ties.



This committee will receive and coordinate Catastrophic Leave requests with Hemet Unified School District. In the event a request for leave falls short at the site level, HTA will utilize its membership rolls to solicit donations.

### **Elections Committee**

The elections committee shall conduct all elections as specified and directed by the CTA Elections manual, under the direction of the HTA By-Laws. The chairperson shall be paid a stipend in the amount of \$1000 annually. The chair is also responsible for distribution of election materials (ie. ballot boxes, voter rolls, and envelopes), notification of candidates, and processing election challenges

### **Insurance Committee**

Will serve HTA as specified in Article 8 of the Collective Bargaining Agreement. The three members will serve staggered terms of three (3) years. The chairperson shall be paid a stipend in the amount of \$1500 annually. The members shall be remunerated an annual stipend of \$1200 annually. They shall report quarterly reports to HTA.

Seat 1 (Position Expires in June 2018)

Seat 2 (Position Expires June 2017)

Seat 3 (Position Expires June 2016)

### **Bylaws Committee**

A temporary ad hoc committee created by special dispensation of the Representative Council to expire in June 2016.

### **Negotiations Committee**

The negotiations committee shall meet regularly to fulfill the requirements specified by state law for bargaining. They shall conduct surveys of membership to determine bargaining needs and priorities. They shall report monthly during periods of active negotiations, as needed when negotiations are inactive.

The chairperson shall be paid a stipend in the amount of \$1500 annually. Four additional members shall be remunerated an annual stipend of \$1200.

### **Organizing/Crisis Committee**

The organizing committee shall act to improve communications and build labor capacity to support the unit and bargaining goals. The organizing team will meet at least quarterly to implement organizing goals.

### **PAC Committee**

The Political Action Committee shall serve to educate voters on school issues, as well as recruit and campaign for local candidates. They shall report to HTA biannually during non-

election years, and at least quarterly during election years.

The PAC Treasurer shall be responsible for all filing statements, and fiduciary responsibilities associated with this position.

The chairperson shall be paid a stipend in the amount of \$1000 annually. The Treasurer shall be remunerated an annual stipend of \$500 annually.

### **PAR Committee**

As specified in Article 17 of the Collective Bargaining Agreement, a joint committee made up of HTA members and Hemet Unified administrators. Each member will be appointed to serve a term of four (4) years.

### **Special Ed Committee**

The Special Education committee will act as special liaisons in communicating special education issues to the HTA body. They will act to communicate state law to members, potential grievance issues to grievance committee, and create a forum for special education issues to be discussed and communicated to the negotiations committee. The chairperson shall be paid a stipend in the amount of \$750 annually and report to HTA bimonthly.

### **Retirement Committee**

The retirement committee will consider all matters that may be presented relative to the welfare of the teachers, to the teaching profession, and to the improvement of education.

The retirement committee will serve:

1. To be an information collecting arm for the Executive Board
2. To actively encourage members of HTA to plan wisely and in a timely manner when considering retirement.
3. To inform all members of the Association as the status of existing and recent changes in our District Benefits Package pertaining to the Member's retirement options when planning for future retirement from Hemet Unified School District.
4. To monitor possible changes in Cal-STRS policy and procedures that may affect member's retirement planning and partner with our CTA Reps to provide Retirement Information sessions with CTA and Cal-STRS.
5. To inform and advise Negotiation Committee, as to the status of HTA in comparison to other Teacher Associations in Riverside County, so as to bring about positive change within our Contract as to improve our member's Retirement Benefit Package.

Board Approved (Grievance) 2014

Board Approved (Budget, Catastrophic Leave, Elections, Insurance, Bylaws, Negotiations, Organizing/Crisis, PAC, Special Ed.) February, 2016

Updated March, 2016

Board Approved (Retirement) April 2016

## **RULE 007: Authorization of Delegates to Conventions and Special Meetings**

1. Representation Authority. No person shall have authority to attend conventions or other professional meetings as an official delegate or representative of the Association unless such representation has been approved by the Executive Board and Representative Council.
2. Reimbursement of Expenses. The Executive Board and Representative Council shall determine the extent to which any such delegate or representative shall receive reimbursement of expenses from the Association.
3. An election for NEA Local Delegates(s) may be waived and the candidate(s) declared elected if, following a period of open nominations, the number of candidates is equal to or less than the number of delegate positions to be filled. This election practice will not generate successor delegates unless the nomination process requires candidates for both regular and successor delegate positions.

Board Approved December, 2015

Updated Board Approval February, 2017

## **Rule 008: Memorandum of Understanding process (MOU)**

Hemet Teachers Association (HTA) members need to realize that the waiver of contracted rights, for even a single member at even one site, is a serious matter and should be undertaken only with great consideration and thought to fellow members. Any HTA member working full time at a Hemet Unified School District (HUSD) site may apply to the Hemet Teachers Association for a waiver(s) to the existing Collective Bargaining Agreement (CBA). The requested waiver must be specific in nature addressing specific provisions of the CBA to be addressed and outlining the exact nature of the changes. (Any waiver that changes minutes must specifically address planning/passing time minutes and duties of members during times waived.)

HTA Site reps shall schedule a meeting date to discuss the application with all site bargaining unit members to discuss the proposed changes. Site reps will inform the HTA Executive Board so that they or their representative shall attend such a meeting. Due to privacy considerations, administrators shall not be present during this scheduled meeting. Before an application can be submitted, the HTA site reps shall conduct an on-site vote on the proposed waiver. At least three work weeks prior to the site vote, all members at

said site shall be given a copy of the waiver, there shall be a separate vote on each issue proposed on the ballot. The vote shall be by secret ballot using a secure ballot box and verified site membership roster provided by HTA.

Votes shall be placed in the locked ballot box and counted by the HTA Executive Board.

Waiver requests must be submitted to the HTA Executive Board for approval using the following application form, a copy of the MOU, the official site membership roster, and locked ballot box. The waiver must also be accompanied by certified ballot results showing a minimum seventy-five percent (75%) approval of the total HTA membership at that site. Less than a seventy-five percent (75%) approval rating voids the application. A failure to vote will be counted as a vote of “no”.

All waivers shall be for one (1) school year.

In order to ensure that all parties have sufficient time to apply changes at the beginning of any school year, the completed application form, a copy of the MOU, the official site membership roster, and locked ballot box shall be submitted to HTA Executive Board for approval no later than April 1<sup>st</sup> of each calendar year.

Any such waiver request is subject to approval of both the HTA Executive Board and HUSD before taking effect.

Moved from Bylaws and Board Approved April, 2016  
Updated and Board Approved January, 2017

**Rule 008: MOU Waiver Form:**

**Hemet Teachers Association  
Application for Site Waivers to the  
Collective Bargaining Agreement (CBA)**

A minimum of seventy-five percent (75%) of the certificated employees assigned to work at \_\_\_\_\_ School hereby makes application to the Hemet Teachers Association Executive Board for waiver of one or more specific provisions of the CBA in effect between the Association and HUSD.

- I. Specify the exact provisions of the current CBA that are being proposed for waiver in this application:

\_\_\_\_\_

- II. Specifically what practices are proposed to be in effect, in place of the proposed waived provisions of the Collective Bargaining Unit Members, during the term of the requested waiver?

\_\_\_\_\_

- III. Have the necessary documents certifying support of no less than seventy-five percent (75%) of the Collective Bargaining Unit Members assigned to this site been submitted with this waiver application?

Circle one answer: YES            NO

Date: \_\_\_\_\_

WAIVER REQUEST SUBMITTED BY:

\_\_\_\_\_  
HTA Faculty Representative

\_\_\_\_\_  
Name of school submitting request

\_\_\_\_\_  
Date of waiver request

\_\_\_\_\_  
Date waiver request was delivered to Hemet Teachers Association Executive Board for processing

## **Rule 009- Executive Spending Limits**

Routine day-to-day expenditures (e.g. bills, rent, payroll) to maintain HTA business will be authorized monthly when financial report is presented at Representative Council. Unexpected one-time expenditures (i.g. repairs on equipment, broken windows) will be authorized up to \$1500 without direct prior approval of Representative Council. Crisis expenditures above the \$1500 threshold will require a majority vote by Representative Council members to authorize expenditure. A special meeting will be held during the school year if special time lines are needed to minimize costs if expenditure is time limited. If crisis occurs during the summer, representatives need to be contacted – via phone to inform members of the crisis and the need for an electronic vote to be conducted. Voting will be conducted via email through a system devised by the 2<sup>nd</sup> Vice President who will collect votes and tabulate vote count. A quorum of 51% of the Representative Council membership must participate in the vote organized by the 2<sup>nd</sup> Vice President. Voting window will close 48 hours after Representative notification has been sent out. Representatives will be provided an email copy of the results of the vote. Failure to receive a majority vote in favor of the expenditure will result in the issue failing. A quorum is defined as anyone who responds to the e-mail as a yes, no, or present vote.

Moved from Bylaws and Board Approved April, 2016

## **Rule 010- Internal Controls**

Internal controls are to act as safeguards over financial information and provide a checks and balances system for the Executive board and employees of HTA.

1. All checks, deposit slips, account numbers, deposit stamps, and any other bank account information will be kept locked. Executive board members have the key to unlock those items and should be in visual contact of said items at all times while unlocked.
2. All checks require two signatures by bank approved signers, said signers must sign in the presence of each other.
3. All Bank Statements and Credit Card Statements are opened and initialed in the presence of at least two Executive board members.
4. All extra keys are to be kept locked up, executive board members will have a key to unlock those items.

Board Approved April 2016

APPENDIX A



**KEY HOLDER POLICY**

I HEARBY UNDERSTAND AND AGREE THAT:

All keys issued to me by The Hemet Teachers Association remain the property of The Hemet Teachers Association and are to be returned at the end of the elected term as an Association Officer.

I will ensure the keys are either in my possession or appropriately secured at all times.

I will not loan, duplicate or use the keys issued to me in any unauthorized manner.

SIGNED: \_\_\_\_\_

HEMET TEACHERS ASSOCIATION KEYS

ISSUED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Front Door \_\_\_\_\_ Ballot Boxes \_\_\_\_\_ Mailboxes \_\_\_\_\_

Alarm Access \_\_\_\_\_ Code \_\_\_\_\_ Password \_\_\_\_\_ File Drawer \_\_\_\_\_

ISSUED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

RETURNED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX B



## Credit Card Policy

The President and Second Vice President will be issued a HTA credit card in their names. The credit card will be used for HTA related business only. All receipts will be turned into the HTA following all purchases made by the President or the Second Vice President for HTA business. All credit card purchases will require the purchaser to complete a First Bankcard Requisition form and should be submitted with the appropriate paperwork within thirty (30) days of purchase.

All purchases are limited to \$500 unless prior approval is obtained by the Executive Board and/or Representative Council.

I have read and agreed to the above terms and conditions.

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Print

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Signature

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Date