

# **CHULA VISTA CLASSIFIED EMPLOYEES ORGANIZATION**

## **CONSTITUTION AND BY-LAWS**

### **ARTICLE I NAME AND OBJECTS**

**SECTION 1.** The name of this organization shall be:  
CHULA VISTA CLASSIFIED EMPLOYEES ORGANIZATION (CVCEO)

**SECTION 2.** The objects of this organization shall be:

- through utilization of interest-based model to increase communications between all classified employees and foster a friendly, understanding relationship among all members of the classified groups.
- to afford opportunity for the investigation and interchange of ideas upon subjects pertaining to a progression in our job classification utilizing a collaborative, interest-based model (IBB).
- to establish a spirit of cooperation and mutual respect with our local school board members and the management personnel of the district using the IBB approach.
- to promote generally the welfare and interest of the members of this organization and to provide the means through which the desires and needs of the membership may be carried out.

### **ARTICLE II GOVERNING PROVISIONS**

'ROBERTS' RULES OF ORDER - REVISED Shall guide the conduct of the General Membership Meetings on all questions of a parliamentary nature, not specifically provided for in the constitution and by-laws unless deemed inappropriate or not conducive to the nature of the meeting by the consent of the President/Co-President and/or Board of CVCEO.

### **ARTICLE III MEMBERSHIP**

**SECTION 1.** Any classified employee who is regularly employed in the CVESD shall be eligible for active membership with voting privileges 7 calendar days after payment of membership fee. A member in good standing shall have paid membership or renewal fee for the current year and shall support the objects of CVCEO as stated in Article I, Section 2.

**SECTION 2.** TERMINATION OF MEMBERSHIP. Membership in the CVCEO shall be terminated by resignation from active employment with CVESD or by expulsion for conduct not in keeping with the goals of CVCEO as set forth in Article I. Such expulsion shall be handled by the Executive Board and the member shall be notified by a warning (in writing) of the allegations against him/her. If the problem still exists, the member shall be expelled after a 2/3 (two-thirds) majority vote of the Executive Board. A letter of expulsion shall follow.

### **ARTICLE IV OFFICERS, EXECUTIVE BOARD AND TERM OF OFFICE**

- SECTION 1.** The officers of CVCEO shall consist of:
- person or persons that will perform the duties of chief executive officer as outlined in Article XII, Section 1.
  - person that will perform the duties of the Vice President of Administration and Communication as outlined in Article XII, Section 2.
  - person that will perform the duties of the Vice President of Employee/Employer Relations as outlined in Article XII, Section 3.
  - person that will perform the duties of the Vice President of Health & Welfare Benefits as outlined in Article XII, Section 4.
  - person that will perform the duties of Secretary as outlined in Article XII, Section 5.
  - person that will perform the duties of Treasurer as outlined in Article XII, Section 6.
  - chairpersons of all standing committees shall serve as members of the Executive Board of the CVCEO.

**SECTION 2.** ELIGIBILITY TO HOLD OFFICE. The officers of CVCEO shall be elected from members in good standing and shall continue in office for the duration of their time such officer is found not to be a member in good standing. An officer found not to be a member in good standing will automatically forfeit his/her position and any powers beholden to that position. Any member who is also a member of another employee organization within the CVESD shall not be eligible to hold an elected position in CVCEO. The CVCEO officer shall immediately forfeit his/her position should this occur. An elected officer who reveals a pattern of continuous absences from Executive Board meetings, meetings of the general membership or special meetings, shall forfeit his/her position should the Executive Board determine that such absences do negatively impact the Executive Board's ability to conduct CVCEO's business. CVCEO's Executive Board shall have the power to determine, in "unique" situations, whether an executive officer's conduct warrants forfeiture of position and/or summary expulsion from CVCEO. The Executive Board shall have exclusive right to determine the definition of "unique" as used in these by-laws.

**SECTION 3.** TERM OF OFFICE. The term of office shall be for two years until all successors are elected. No officer may serve more than three consecutive FULL terms in office. The term of office shall run from December 1 through November 30.

## **ARTICLE V NOMINATION AND ELECTION OF OFFICERS**

**SECTION 1.** A nominating committee consisting of five members and one alternate will be elected by the membership at the September General Meeting.

**SECTION 2.** The nomination committee will present a slate of nominees for office at the October General Meeting. Nominations will also be made from the floor at the October General Meeting. The consent of the candidates must be obtained before their names can be placed in nomination.

**SECTION 3.** Notice of the election and a list of nominees shall be posted at each site five working days prior to election day.

**SECTION 4.** Elections shall take place at least one week before the November General Meeting in any of the ways outlined in Robert's Rules of Order deemed appropriate by the Executive Board. (XIV \_45).

**SECTION 5.** Ballots may be sent to eligible member’s worksites and may be sent to the nomination committee within 5 working days prior to election day. No proxy votes will be accepted.

**SECTION 6.** If no candidate receives a majority of votes cast, a run-off election will be the first order of business at the November General Meeting. Voting will continue (that night) until one candidate receives a majority.

- a. In a runoff election, the names of the two candidates receiving the most number of votes shall be placed on the ballot.
- b. Ballots will be issued only to eligible members.

**SECTION 7.** New officers will be installed at the December General Meeting.

**SECTION 8.** The three Vice President positions in Article XII, Section 2, 3, & 4 will be elected on alternating years from all other elected positions.

## **ARTICLE VI - VACANCIES**

**SECTION 1.** If a vacancy occurs in the CEO position of the CVCEO, the Vice President of Administration/Communications will assume all duties related to that position and will delegate the Vice President of A & C duties to the remainder of the Executive Board. A vacancy in any other office, occurring between elections shall be filled by action of the Executive Board.

## **ARTICLE VII RECALL OR REMOVAL OF ELECTED OFFICER, COMMITTEE CHAIRPERSON OR MEMBER**

**SECTION 1.** An elected officer may be remove from office provided:

- a. Under “New Business” at a general meeting, members will notify the Executive Board in writing of their specific concerns and intent to recall an officer.
- b. Such officer shall have the opportunity to rebut all charges at the next general meeting.
- c. If members are not satisfied with rebuttal, a written petition of twenty-five (25%) percent of the total voting membership shall be submitted to the Executive Board and a Special Meeting will be held.
- d. The officer may be removed from office upon a 2/3 (two-thirds) majority of votes cast.

**SECTION 2.** An elected officer may be removed from office pursuant to Article IV, Section 2 of these by-laws.

## **ARTICLE VIII FISCAL YEAR**

**SECTION 1.** The fiscal year shall be from December 1 to November 30.

**ARTICLE IX            MEETINGS**

- SECTION 1.** Regular membership meeting times and dates will be set at the last regular meeting of each school year by vote of the membership. Regular membership meetings will be held at least four (4) times per fiscal year.
- SECTION 2.** A quorum for any regular or special membership meeting shall be 10 voting members.
- SECTION 3.** Executive Board Meetings shall be held at least once per month except for July and August unless deemed necessary and more than once a month if the Executive Board determines that a need exists. A quorum shall be a majority of the Executive Board.
- SECTION 4.** Special Meetings shall be called by the Executive Board of CVCEO when deemed necessary by the Executive Board of CVCEO for the good and welfare of the organization. The Chief Executive Officer(s) shall have the power to call special meetings when requested by 1/3 (one-third) of the membership in writing. Members shall be notified of a special meeting, time and place by posting a notice at all sites using established procedures for regular meeting notification.
- SECTION 5.** The only voting at special meetings will be on the business for which the special meeting was called. Other items may be discussed but not voted on since no prior notification was given to members.

**ARTICLE X AMENDMENTS TO THE CONSTITUTION AND BY-LAWS**

- SECTION 1.** Amendments, alterations, or rescinding of any part thereof, of these by-laws must be submitted to the Executive Board of the CVCEO in writing, bearing the signature of the member or members in good standing, at least two (2) weeks prior to the regular meeting at which the proposed changes are to be presented.
- SECTION 2.** As soon as practical, after the regular meeting at which the proposed change is presented, the Executive Board of the CVCEO shall post a copy of the proposed change at all sites.
- SECTION 3.** A vote shall be taken at the first regular meeting following the presentation and the proposed change must be accepted by simple majority vote of all members present and voting in order to be adopted.

**ARTICLE XI PROVISIONS FOR STANDING RULES**

- SECTION 1.** All standing rules in the representation of classified employees by CVCEO will utilize the Interest Based Approach in the creation, modification, or abolishment of same.
- SECTION 2.** Utilization of the Interest Based model or collaborative approach will be the prime directive for the elected officials of CVCEO and their appointees during all phases of their duties as representatives of the classified bargaining unit.

**ARTICLE XII            DUTIES OF ELECTED OFFICIALS**

**SECTION 1.** Chief Executive Office.

- presiding at all meetings of the CVCEO
- preserving order and enforcing the constitution and by-laws
- seeing that all officers perform their perspective duties in a timely fashion
- appointing, re-assigning, or removal of committee chairs or committee members
- decide all questions of order, subject to an appeal to the organization
- voting only in case of a tie, when the CEO shall give the deciding vote

When more than one person is elected to the position of Chief Executive of CVCEO they will be entitled to only one vote in the case of a tie breaker

- calling a special meeting as the need arises or when requested by the Executive Board or by 1/3 (one-third) of the members in writing
- acting as ex-officio member of all committees not to include the Nominating Committee
- performing other duties from time to time as required by the constitution and by-laws
- initiating meetings with the Superintendent at least once per month
- initiating meetings with some of the CVESD School Board members at least once per month
- initiating meetings with the Human Resources at least twice per month or delegating this duty to the Vice President of EER.
- initiating meetings with all advisory councils for all non-represented groups to increase the awareness level of classified employees' interests by these council members or delegating this duty to the Vice President of EER.
- delegating some or all of the duties of this office

**SECTION 2.** Vice President of Administration and Communication.

- performing all Chief Executive Office duties and functions in the absence of the chief Executive Officer(s)
- performing all duties delegated by the office of Chief Executive
- interacting with other Vice Presidents of CVCEO when appropriate or when duties overlap between Vice Presidents
- working with the membership chairperson to increase membership level and dispersing information to members regarding meeting dates
- dispersing information to members regarding meeting dates
- delegating some or all duties of the office
- maintaining all records and changes of the contract, constitution and by-laws of CVCEO
- keeping all records up-to-date, current and supplying copies upon request by paid members
- organizing the nominating committee and instructing them to the procedures of such

**SECTION 3.** Vice President of Employee/Employer Relations

- implementing an EER Committee to further the use of interest based/collaborative decision-making at all sites
- maintaining and expanding the EER Committee using currently trained and new initiates
- screening all classified postings for consistency and contract compliance
- screening calls on CVCEO "hotline" and making proper recommendations to address these inquiries
- appointing the lead site representative(s) and directing that person's activities to train and communicate with all site reps
- address all employee concerns dealing with personnel related matters personally or by proper utilization of the EER Committee and it's members
- carrying out Employee/Employer related duties as deemed necessary by the Chief Executive Office

**SECTION 4.** Vice President of Health and Welfare Benefits

- lead representative for classified employees on the Insurance Advisory Committee

- address all concerns related to the administration of health & welfare benefits
- act as liaison between classified employees and the CVESD risk management department
- makes recommendations to the Chief Executive Office for classified representatives to be on the district insurance committee. These recommendations will be advisory in nature only
- makes all presentations of an insurance and/or benefits nature at regular and special meetings with prior approval of the Chief Executive Office
- coordinates other presenters at regular or special meetings of the general membership with prior approval of the Chief Executive Office

**SECTION 5.** Secretary

- maintains a chronological record in which by-laws, special rules of order, standing rules, and minutes are entered, with any amendments to the documents properly recorded
- have on hand at every meeting record books as described above to reflect at least two years of documentation in case of requests from paid members
- keep correct account of the proceedings of the organization
- carry on all correspondence necessary to the position
- perform such duties as are pertinent to the office
- perform such duties as the Chief Executive Office or Executive Board deems appropriate
- work with elected officers of CVCEO and the chairperson of committees to ACCURATELY AND PROFESSIONALLY record the minutes of all meetings of the Executive Board, regular and special meetings of the general membership
- communicate in a timely and accurate manner with the person(s) responsible for the publication and dispersal of CVCEO meeting, “hilites”, CVCEO meeting agendas, meeting notices, and general information dispersal
- assist the Treasurer in the performance of the their duties before and after the CVCEO meetings, at Executive Board meetings and when deemed appropriate by the Chief Executive Office and/or Executive Board

**SECTION 6.** Treasurer

- shall co-sign all checks for organizational expenses with an Executive Board designee
- shall receive and enter upon the records all funds of the organization
- shall keep regular books and full accounts showing all receipts and disbursements and said records shall be open at all times to the inspection of all members in good standing of this organization
- shall give a report at each regular meeting
- coordinate with Vice President of Administration and Communications the annual audit of the books at the end of the fiscal year or a change in Treasurer during the course of the year/term

**SECTION 7.** Executive Board

- supervise and direct the management of the organization
- delegate the work of the Executive Board to individuals or committees as deemed appropriate for the good and welfare of the constituents
- appoint their own time for Executive Board Meetings which shall be at least once per month except July and August and always prior to a regular membership meeting

Special Executive Board Meetings will be called by the Chief Executive Office when deemed appropriate

**SECTION 8.** General

During the last six months of each elected officer’s term each officer will actively pursue the recruitment and/or training of a successor(s) if they choose not to run for the same office again upon completion of their terms, and satisfactory training of a replacement they shall immediately transfer their records to their successor(s) if they are not elected to the same office again

## **ARTICLE XIII      OTHER ORGANIZATIONAL REPRESENTATIVES**

### **SECTION 1.**      Site Representative Chairperson(s)

- shall serve as a liaison between the Executive Board of CVCEO, committee chairpersons, and site reps at all sites
- shall become proficient in the utilization of the interest based approach of problem solving
- shall offer assistance in implementing, expanding, and maintaining a process for the most efficient dispersal of information by each site rep including a uniform posting process for printed information
- shall have an accurate list of all classified employees at each site by October 1st of each year
- shall develop and implement a mailing list that would be used to communicate with members during periods when their sites may be closed
- shall keep copies of contracts, by-laws, manuals, district board policies, and any blank forms that site reps may request while performing their duties for CVCEO
- shall create a computer data base for the membership information needed in the dispersal of communications from CVCEO

### **SECTION 2.**      Site Representative

- shall keep copies of CVCEO's contract with CVESD current and available to members at their site
- shall keep copies of CVESD's transfer and promotion handbook and the professional growth handbook available to members at their site
- upon request will be afforded training in collaborative problem solving techniques by CVCEO through the EER Committee
- shall at the request of the site rep chairperson gather and forward all mailing information that may be needed to disperse information to members when they are not available at their site
- may collect membership or renewal fees
- may assist any classified employee with job related difficulties utilizing the interest based approach
- may act as an observer/recorder for any members called to a meeting with their supervisor(s) on topics that may eventually lead to disciplinary action

## **ARTICLE XIV      COMMITTEES**

**SECTION 1.**      The Employee/Employer Relations Committee shall address any question or perceived problem that is of a personnel nature or that may eventually lead to disciplinary action. The EER Committee will meet at least once a month at the same site and at the same time as the Executive Board of CVCEO to discuss current and/or improve their IBB techniques.

## **ARTICLE XV      MEMBERSHIP AND RENEWAL FEE**

**SECTION 1.**      Membership initiation fee of \$10.00 shall be collected from each new member. All members shall pay a renewal fee of \$10.00 payable each year during the annual membership drive from July 1 until 7 calendar days prior to election date of new officers.

**SECTION 2.** The membership fee, renewal fee and assessments, shall not be increased except by a simple majority vote, by secret ballot, or the members in good standing voting at a general meeting or at a special meeting after reasonable notice of the intention to vote upon the question.

## **ARTICLE XVI CONTRACT NEGOTIATIONS/RATIFICATION**

Contracts affecting the classified employee shall be negotiated in a manner hereinafter set forth:

- the CEO shall select members of the negotiation team with the approval of the Executive Board of CVCEO
- the number of members of the negotiation team shall be equal to the number of individuals representing the district plus an additional person
- any person considered for a position of the CVCEO negotiation team shall have some or all of the following qualifications:
  - a. in depth training from CFIER in the IBB approach to negotiating or a verifiable utilization of the collaborative model through documented EER hands-on experience
  - b. a member in good standing of CVCEO and not a member of any other employees' organization within the CVESD
  - c. exposure through committee membership on insurance advisory, classification/re-allocation, employer/employee relations, negotiation committee(s)
  - d. the ability to provide unique, progressive and collaborative insight to the efforts of the team
  - e. an exemplary ability and attitude demonstrated by past involvement in the representation of their self and/or others
- the person(s) in the Chief Executive position of CVCEO shall act as chairperson of this team
- all agreements with the district shall be of a temporary nature (not the purposes of this article shall be referred to as Temporary Agreements of T.A.'s) until posted at all registered sites for a period of at least five days prior to the CVCEO meeting where the T.A. will be ratified
- for the purposes of expediency the person(s) holding the position of chairman of the CVCEO Negotiation Team may sign, upon approval of Negotiation Team Signing A T.A. does not create a binding contract with the CVESD but rather affords the unit members a document for their review and possible ratification
- all sites shall be notified of the date, time and place of the ratification meeting as soon as is practical after the posting of the T.A.
- if schools are in session, notices shall be posted; in the event schools are not in session, notices shall be sent via U.S. Mail to members of the CVCEO eligible to vote
- copies of the T.A.s shall be available upon request from the Vice President of Administration & Communication. In the month of March during a special or general meeting of the CVCEO members shall authorize the items to be negotiated. This meeting in March shall be conducted prior to the 15th of March.

No contract shall be concluded or signed by an officer(s), nor by Executive Board, individually or collectively, nor by any negotiating team or an individual member thereof, without there first being obtained an affirmative vote, by majority of members voting at a special or regular meeting of the CVCEO. The Negotiation Team shall have the authority to submit the results of negotiations on contract language to the entire membership for a referendum vote of the membership, to be conducted under conditions and at times and places determined by the Executive Board of the CVCEO.



## **ARTICLE XVII      LIMIT ON DIRECTORS' LIABILITY**

The liability of the directors of the association for monetary damages shall be eliminated to the fullest extent permissible under California law.

## **ARTICLE XVIII      INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AGENTS**

The association shall, to the maximum extent permitted by California law, have power to indemnify each of its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the association, and shall have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by California law. For purposes of this Article, an "agent" of the association includes any person who is or was, director, officer, employee, or other agent of the association, or any person who is or was serving at the request of the association as a director, officer, employee or agent of another association, organization or other enterprise.

## **STANDING RULES**

1. Authority to make disbursements:
  - a. The treasurer, with the approval and signature of the an Executive Board designee, is authorized to make disbursements for all publications, expenses, mileage expenses, yearly audit of two hundred dollars (\$200.00). These expenses shall be ratified at the next general membership meeting.
  - b. Expenditures of more than two hundred (\$200.00) shall be approved by membership prior to disbursement.
  - c. At least once per year the person(s) serving in the capacity of CEO or their designee shall attend an inservice on collaborative bargaining/interest based bargaining if it is sponsored by CFIER or recommend by CFIER and is in the state of California or its contiguous states. The CEO or their designee shall invite members to a informational meeting after he/she returns from CFIER.
2. The guidelines for the classified committee members representing CVCEO shall be the standing rules that govern conduct of those same members and as attached to these by-laws. These guidelines shall be construed as within the realm of negotiation and shall be subject to the same process as any other negotiated contract with the CVESD.
3. Reports from each committee currently reviewing items of mutual interest to CVCEO and CVESD shall be submitted verbally or in written form, to be read, at all regular meetings and special meetings when deemed appropriate by the CVCEO Executive Board.