

**BY-LAWS OF THE DEPUTY CITY ATTORNEYS ASSOCIATION  
OF SAN DIEGO**

**PREAMBLE**

The Deputy City Attorneys Association of San Diego (DCAA or Association) is formed for the following purposes:

1. *To act in the interests of maintaining a highly skilled and professionally competent staff of attorneys serving the City of San Diego;*
2. *To represent its members in their employment relationship with the City of San Diego;*
3. *To cultivate social interaction among members of the Association;*
4. *To promote the sound administration of justice for the City of San Diego;*
5. *To promote public awareness of the Office of the City Attorney;*
6. *To facilitate communication between the Deputy City Attorneys, the Mayor, City Councilmembers, the City Attorney, City departments, other agencies, and the general public;*
7. *To assist with the transition from administration to administration;*
8. *To be a tax exempt organization within the meaning of Revenue & Taxation Code § 23701(a) and to not contemplate pecuniary gain or profit to the members thereof and is organized for nonprofit purposes;*
9. *To promote the professional interests of the members and protect their rights to such economic, educational and other benefits and services as may be desirable; and*
10. *To seek legislation necessary or conducive to the well-being of the membership.*

*It is the intent of the Association to represent its membership in a fair and balanced manner. Notwithstanding any of the above statements of purposes and powers, this organization shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this organization.*

**Section I**

**Name**

The organization shall be known as the Deputy City Attorneys Association of San Diego.

**Section II**

**Membership**

2.1 Any Deputy City Attorney who is regularly employed by the City of San Diego is a member of the bargaining unit represented by the Association and is eligible for membership in the Association. The term “Eligible Deputy” shall refer to any Deputy City Attorney represented by the Association and is eligible for membership in the Association.

2.2 The City Attorney, current Assistant City Attorneys, or their equivalents and those Deputy City Attorneys designated by the budget as unrepresented Deputy City Attorneys are not Eligible Deputies.

2.3 An Eligible Deputy who elects to join the Association shall be referred to as a “Active Bargaining Unit Member.” The term “General Membership” shall refer, collectively, to all Deputy City Attorneys who are current Active Bargaining Unit Members.

2.4 Eligible Deputies who elect not to join or to maintain their membership in the Association shall be referred to as “Non-Active Bargaining Unit Members.”

2.4.1 A Non-Active Bargaining Unit Member is not entitled to all the benefits of an Active Bargaining Unit Member as noted in 2.6.

2.5 An Eligible Deputy who wishes to become an Active Bargaining Unit Member shall submit a request to the Recording Secretary of the Association, in writing, and ask to be listed as an Active Bargaining Unit Member.

2.6 Only Active Bargaining Unit Members in “good standing” are eligible to participate in internal union governance decisions, be nominated or appointed to any office, the Executive Board, or any Association committee, vote in any election or on any matter of Association business, or influence union policies or activities. In order to be in “good standing” an Active Bargaining Unit Member must have been an Active Bargaining Unit Member of the Association for at least thirty (30) days immediately prior to the nomination, appointment, election, or ballot.

2.7 All Active Bargaining Unit Members shall be required to pay dues in an amount equal to 0.4% of their gross pay, which will be deducted automatically each pay period from their paycheck. Any additional increase in monies paid by Active Bargaining Unit Members must be approved by at least two-thirds (2/3) of the voting General Membership of the Association.

2.8 “Retired Member” shall refer to any former Active Bargaining Unit Member who has retired under the provisions of the City Retirement System and who has been approved by the Executive Board.

2.8.1 Retired Members shall be entitled to participate, be nominated or appointed to Association committees. However, Retired Members shall not be entitled to vote on any matters relating to amendments of these Bylaws, election of Directors, committee appointments, or any Association matters concerning employer-employee relations/representations.

## Section III

### Meetings

The meetings of the General Membership and the Executive Board shall be as follows:

3.1. Regular Meetings: There shall be bi-annual meetings of the Active Bargaining Unit Members, which will be held on the second Thursday of October and April, concurrent with the meeting of the Executive Board. In the event a meeting of the Executive Board cannot proceed due to the lack of a quorum and is rescheduled, the Regular Meeting shall be postponed to the date of the rescheduled Executive Board meeting.

3.2. Ad Hoc Meetings: Ad Hoc Meetings are meetings of the General Membership other than Regular Meetings and can be scheduled by the Executive Board at any time. Notice of an Ad Hoc Meeting must be given to all Active Bargaining Unit Members at least forty-eight (48) hours in advance of an Ad Hoc Meeting. Notice shall be given in the manner set forth in *Section VII*. In the event of an emergency, the President may waive the forty-eight (48) hour notice requirement but shall give as much notice as is possible and practicable.

3.3. Executive Board Meetings: The Executive Board shall meet at least quarterly, on the second Thursday of January, April, July and October. In the event a regularly scheduled meeting of the Executive Board cannot proceed due to the lack of a quorum, it shall be rescheduled as soon as reasonably possible.

3.4. Special Board Meetings: In addition to any quarterly Executive Board Meetings, the Executive Board may meet from time to time, as necessary, due to time constraints imposed by outside parties or in the case of an emergency, as determined by the President, to discuss matters or issues which arise and must be addressed by the Board. Such meetings shall be termed "Special Board Meetings." Special Board Meetings may be held without notice to the General Membership and may be closed to the General Membership at the discretion of the Executive Board; however, any decisions reached by the Executive Board at such meetings shall be reported to the General Membership at the next quarterly Executive Board Meeting, except as the matters may relate to personnel issues or pending or anticipated litigation. Special Meetings of the Executive Board shall otherwise be conducted in compliance with *Section V*.

3.5. Except as stated herein, all meetings shall be open to Active Bargaining Unit Members only, and the meeting shall generally be conducted in accordance with Robert's Rules of Order. The President shall preside over all of the meetings. The Recording Secretary shall distribute the agenda in the manner set forth in *Section VII*.

3.6. If the date for any regularly scheduled meeting falls on a holiday, the meeting shall be set as soon as practicable to ensure a quorum of the Executive Board.

## Section IV

### Officers

The nomination and election of the Officers shall be conducted in the manner and order prescribed in *Section VI*.

- 4.1. President. The duties of the President are as follows:
  - 4.1.1 Shall attend and preside at all meetings of the Active Bargaining Unit Members.
  - 4.1.2 Shall serve on the Executive Board and shall attend and preside at meetings of the Executive Board.
  - 4.1.3 Shall preside at meetings of committees when invited to do so.
  - 4.1.4 Shall form committees consistent with the purposes of the Association.
  - 4.1.5 May endorse checks for disbursement when approved by the Executive Board. Any disbursement which is for one hundred dollars (\$100.00) or more requires the signature of one other Officer.
  - 4.1.6 Shall have the right to call Ad Hoc Meetings of the Active Bargaining Unit Members, Executive Board, or Association committees.
  - 4.1.7 Shall have the right to call Special Meetings of the Executive Board at their discretion.
  - 4.1.8 Shall review and sign all official documents and correspondence or may delegate such authority to other members of the Executive Board as they see fit.
  - 4.1.9 Shall make any official representations on behalf of the Association as authorized by the Executive Board. No official representation (whether oral or written) on behalf of the Association shall be made by any other individual without the advance consent of the Executive Board.
  - 4.1.10 Shall perform such duties as commonly pertain to the office of the President.
  - 4.1.11 Shall chair the Negotiation Committee, preside over Negotiation Committee meetings, and participate to the fullest extent possible in all negotiations in employment relationships on behalf of the Association.
  - 4.1.12 Shall sign all collective bargaining agreements or memoranda of understanding, relating to the terms and conditions of employment of the

Deputy City Attorneys, on behalf of the Association, after approval by the Active Bargaining Unit Members.

4.1.13 Shall sign all other contracts or agreements, which bind the Association, monetarily or otherwise, upon approval of the Executive Board. The President shall not sign any contract or agreement without prior approval of the Executive Board.

4.1.14 Shall have the exclusive authority to communicate with outside legal counsel and direct their legal work. The President may delegate the authority to speak to outside legal counsel to a member of the Executive Board.

4.2. Vice-President. The duties of the Vice-President are as follows:

4.2.1 Shall have all the duties of the President during the absence of the President or when such authority is authorized by the President.

4.2.2 Shall assist the President in the conduct of all meetings of the Association.

4.2.3 Shall serve on the Executive Board and shall attend meetings of the Executive Board.

4.2.4 May endorse checks for disbursement when approved by the Executive Board. Any disbursement which is for one hundred dollars (\$100.00) or more requires the signature of one other Officer.

4.2.5 Is a member of all standing committees.

4.3. Recording Secretary. The duties of the Recording Secretary are as follows:

4.3.1 Shall have all the duties of the President, during the absence of the President and Vice-President.

4.3.2 Shall keep the records of the correspondence of the Association.

4.3.3 Shall maintain a current list of Active Bargaining Unit Members and Non-Active Bargaining Unit Members utilizing their records, as well as those of the Treasurer.

4.3.4 Shall keep the minutes of the regular meetings of the Association.

4.3.5 Shall provide copies of the minutes of the previous meeting at the next regular meeting.

4.3.6 Shall prepare and send correspondence on behalf of the Association at the request of the President or the Executive Board.

- 4.3.7 May endorse checks for disbursement when approved by the Executive Board. Any disbursement which is for one hundred dollars (\$100.00) or more requires the signature of one other Officer.
  - 4.3.8 Shall serve on the Executive Board and shall attend meetings of the Executive Board.
  - 4.3.9 Shall prepare the agenda for the meetings, the minutes of the meetings, and announcements and distribute them in the manner set forth in *Section VII*.
  - 4.3.10 Conduct comparison audits of City Payroll records or reports and Association membership rosters, and inform the Treasurer of any inconsistencies.
- 4.4. Treasurer. The duties of the Treasurer are as follows:
- 4.4.1 Shall have all the duties of the President, during the absence of the President, Vice-President, and Recording Secretary.
  - 4.4.2 Shall be responsible for the collection of all funds due to the Association.
  - 4.4.3 Shall be responsible for disbursing funds on behalf of the Association. Any disbursement which is for one hundred dollars (\$100.00) or more requires the signature of one other Officer in addition to the Treasurer. Any disbursement which is for five hundred dollars (\$500.00) or more requires the prior approval of the Executive Board.
  - 4.4.4 Shall keep an itemized account of all receipts and disbursements.
  - 4.4.5 Shall keep a complete record of dues, initiation fees, assessments, or any monies collected from each Active Bargaining Unit Member and make such information available to the Recording Secretary, upon request.
  - 4.4.6 Shall prepare and submit to the Executive Board, at their quarterly meetings, an itemized statement of receipts and disbursements showing the cash balance on hand in the Association bank account.
  - 4.4.7 Shall deposit all funds in the bank in the name of the Association.
  - 4.4.8 Provide a complete financial report for the calendar year. The report shall be presented to the membership at the following January meeting.
  - 4.4.9 Shall file any necessary forms with the Internal Revenue Service and the California Franchise Tax Board or shall otherwise report to said entities, as required by law.

4.4.10 Shall serve on the Executive Board and shall attend meetings of the Executive Board.

## **Section V**

### **Executive Board**

5.1. The Association shall be governed by an Executive Board, consisting of the President, the Vice-President, the Recording Secretary, the Treasurer, a Civil Division Representative, a Criminal Division Representative, and an At-Large Representative.

5.2. The Executive Board shall have the power and authority to do all acts and perform all functions which the Association might do or perform, including the administration of all business and expenditure of funds on behalf of the Active Bargaining Unit Members and all other Eligible Deputies, within the bounds of authority granted by these By-Laws and as allowed by law.

5.3. A majority of the Executive Board shall constitute a quorum for the transaction of business. In the event a regularly scheduled meeting of the Executive Board cannot proceed due to the lack of a quorum it shall be rescheduled as soon as reasonably possible.

5.4. Any Executive Board member may place an item or items on the agenda, by contacting the Recording Secretary, in writing, at least seventy-two (72) hours prior to a scheduled meeting. If the Recording Secretary is contacted at least seventy-two (72) hours prior to the scheduled meeting, they shall place the requested item(s) on the agenda after approval by a majority of the Executive Board.

5.5. All Regular Meetings, Ad Hoc Meetings, and quarterly Executive Board Meetings shall be open to all Active Bargaining Unit Members and any Active Bargaining Unit Member making such a request shall be given an opportunity to address the Board on any item on the agenda. In addition, during the course of every meeting, the Board shall allow any Active Bargaining Unit Member an opportunity to address the Board concerning Association issues or matters not on the agenda.

5.6. The Executive Board may use electronic voting to facilitate Board business, including approving communications with the membership and necessary expenditures. Expenditures must be ratified at the next Board meeting.

5.7. The term of office for each member of the Executive Board is two years, beginning on November 1 of the calendar year in which said member is elected to the Executive Board. There is no limit to the number of terms that a member can serve on the Executive Board.

5.8. At the October meeting, if a formal balloted election is needed, the Executive Board shall select three (3) Active Bargaining Unit Members [hereinafter referred to as the "Election Monitors"] who are not candidates in the upcoming election to administer the election of new Executive Board members, including the counting of the ballots.

5.9. With approval by a majority vote of the Executive Board, the Association can spend up to \$10,000 on any single Association expense and in excess of \$10,000 if related to legal representation of the Association and/or payment of liability insurance. Any other Association expense requiring expenditure in excess of \$10,000 shall only be made after an advisory vote of the Active Bargaining Unit Members regarding the proposed expenditure.

## **Section VI**

### **Nomination and Election of Officers and Executive Board Members; Election Procedures**

6.1. Elections. Elections of Officers and Executive Board members shall be held in the following fashion:

6.1.1 Nominations for Executive Board members, with the consent of the nominee or by the nominee, may be submitted, in writing (including email), to the President, Vice-President, Recording Secretary or Treasurer beginning September 1 of every other calendar year. Additionally, nominations, with the consent of the nominee, or by the nominee, may be made at the October General Membership meeting. Before the preparation of the ballots, the Recording Secretary shall confirm that all nominees are Active Bargaining Unit Members in good standing.

6.1.2 Following the October meeting of the Active Bargaining Unit Members, the Recording Secretary shall prepare a list of all Active Bargaining Unit Members in good standing that are eligible to vote, which shall be provided to the Election Monitors. In addition, the Recording Secretary shall prepare ballots which reflect all of the names of the nominees and in conformance with requirement set forth in *Paragraph 6.2*. Active Bargaining Unit Members shall receive their ballots through an electronic voting system which begins the election period.

6.1.3 All ballots must be submitted electronically by 5:00 p.m., seven (7) calendar days after the election period begins.

6.1.4 At the close of the election period, the Election Monitors shall verify the results of electronic voting system, including that only Active Bargaining Unit Members in good standing participated in the vote.

6.1.5 The Board, by a majority vote, may create procedures that allow other voting methods by Active Bargaining Unit Members for any purpose, including, but not limited, to the election of officers, so long as Active Bargaining Unit Members are able to cast their votes anonymously.

6.2. The ballots for the election of Executive Board Members shall be prepared to reflect the following requirements:



6.2.1 Ballots: There shall be a ballot prepared for each Active Bargaining Unit Member in good standing. The ballot shall indicate whether the voting Active Bargaining Unit Member is from the Civil Division or the Criminal Division.

6.2.2 President: The nominees from both Divisions shall be combined. All Active Bargaining Unit Members may vote for one nominee. The nominee receiving the highest number of votes shall be elected.

6.2.3 Vice-President: The nominees from both Divisions shall be combined. All Active Bargaining Unit Members may vote for one nominee. The nominee receiving the highest number of votes shall be elected.

6.2.4 Recording Secretary: The nominees from both Divisions shall be combined. All Active Bargaining Unit Members may vote for one nominee. The nominee receiving the highest number of votes shall be elected.

6.2.5 Treasurer: The nominees from both Divisions shall be combined. All Active Bargaining Unit Members may vote for one nominee. The nominee receiving the highest number of votes shall be elected.

6.2.6 Civil Division Representative: The nominee shall be from the Civil Division. Only Active Bargaining Unit Members in the Civil Division may vote for one nominee. Any vote cast by a Criminal Division Member will not be counted. The nominee receiving the highest number of votes shall be elected.

6.2.7 Criminal Division Representative: The nominee shall be from the Criminal Division. Only Active Bargaining Unit Members in the Criminal Division may vote for one nominee. Any vote cast from a Civil Division Member will not be counted. The nominee receiving the highest number of votes shall be elected.

6.2.8 At-Large Representative: The nominees from both Divisions shall be combined. All Active Bargaining Unit Members may vote for one nominee. The person receiving the highest number of votes shall be elected. However, if the Board consists of less than two (2) members from the Criminal or Civil Division, then the At-Large Representative shall be from the Division with less than two members on the Board. The nominee from the under-represented Division receiving the highest number of votes shall be elected. If there are no nominees from the under-represented Division, then the President shall have the authority to appoint the At-Large Representative from the under-represented Division, subject to final approval by a majority of the Executive Board.

6.2.8.1 In the event the President, Vice-President, Recording Secretary, and Treasurer are uncontested elections and all four officers are in the same Division, then only nominees from the under-represented Division will be placed on the ballot.

6.2.9 Tie Votes: If two or more nominees tie for the highest number of votes for any office, the tie shall be resolved by way of a tie-breaker vote to be held as soon as practicable. The Election Monitors shall notify the General Membership (via email) that

there was a tie. The Election Monitors shall prepare the new ballots. Active Bargaining Unit Members shall receive their tie-breaker vote ballot through an electronic voting system which begins the new tie-breaker vote election period. All ballots must be submitted electronically by 5:00 p.m., three (3) business days after the election period begins. The ballots shall be counted by the Election Monitors in the manner described in *Paragraph 6.1.4* at the close of the tie-breaker vote election period. If there is still a tie for the highest number of votes for any office after a tie-breaker vote the tie shall be resolved by the Election Monitors immediately having a random drawing of the names of the persons who tied, with the name so drawn winning.

6.2.10 Uncontested Positions. If only one individual is nominated to fill any open position at the close of nominations, then the individual nominated to that position will be deemed elected by operation of these By-Laws.

6.3. If any Executive Board Member resigns, retires from City Service, is promoted to the position of Assistant City Attorney, elected to City Attorney, is removed pursuant to the provisions of *Section IX* or otherwise is no longer employed by the City as a Deputy City Attorney, the vacancy shall be filled in the following manner: If the office of President becomes vacant, the Vice-President shall assume the office of President, for the remainder of the term. The newly installed President shall then appoint an Active Bargaining Unit Member in good standing, consistent with the provisions of *Section IV*, to serve as Vice-President. If any other office becomes vacant, the President shall appoint an Active Bargaining Unit Member in good standing to fill the vacancy. The President shall make the appointment within fifteen (15) business days of the vacancy. The appointment shall be confirmed by the Executive Board at the next Executive Board meeting. If the appointment is not confirmed, the President shall make a new appointment which is then subject to confirmation.

6.4. There shall be no proxy voting allowed.

## **Section VII**

### **Notice Requirements**

Whenever notice of an event or distribution of an item (collectively referred to as “Association Documents”), is required under these By-Laws, notice to Active Bargaining Unit Members and, where applicable, Non-Active Bargaining Unit Members, shall be as follows:

7.1. For distribution, Association Documents will be emailed to the Active Bargaining Unit Member or Non-Active Bargaining Unit Member. In the alternative, Association Documents may be placed in an envelope bearing the Active Bargaining Unit Member’s and/or Non-Active Bargaining Unit Member’s name and put in that persons inter-office mail slot, at the option of the Executive Board. In the alternative to either method above, the documents may be posted on the DCAA bulletin boards on each floor or DCAA website with email notice of their availability to Active Bargaining Unit Members or Non-Active Bargaining Unit Members.

7.2. It shall be the responsibility of each Active Bargaining Unit Member and Non-Active Bargaining Unit Member to inform the Recording Secretary if they are on a leave of absence from the office and desires to receive Association Documents by personal email or U.S. Mail.

## **Section VIII**

### **Amending the By-Laws**

By-Laws amendments shall be made in the following manner:

8.1. When a majority of the Executive Board proposes as such, or ten percent (10%) of the Active Bargaining Unit Members sign a request to do so, proposed amendments shall be placed on the agenda of any Regular or Ad Hoc Meeting. The proposed amendments shall be in writing.

8.2. Within fifteen (15) business days after the Regular or Ad Hoc Meeting in which the proposed amendments are discussed, the Recording Secretary shall provide, in the manner set forth in *Section VII*, a copy of the By-Laws in force and the proposed amendments to every Active Bargaining Unit Member.

8.3. Every Active Bargaining Unit Member will be given the opportunity to approve or reject the proposed amendments through an electronic voting system. Active Bargaining Unit Members shall be given ten (10) business after distribution of the documents referenced in paragraph 8.2 to vote.

8.4. If a majority of the voting Active Bargaining Unit Members indicate that they wish to adopt the proposed amendments, in the time frame referenced in *Paragraph 8.3*, the By-Laws will be so amended.

## **Section IX**

### **Removal From Office**

9.1 Any Officer or Executive Board Member may be removed by a majority vote of the Executive Board in the event that the Executive Board reasonably determines that said Officer or Executive Board Member has committed any of the following:

9.1.1 A fraud or other crime upon the Executive Board, the General Membership, any established committee, or any other person or entity.

9.1.2. Made a material misrepresentation or nondisclosure to the Executive Board, the General Membership, or any established committee.

9.1.3. An act which, in the eyes of the public, would materially and adversely impact the reputation of the Executive Board, the General Membership, any established committee, or the City Attorney's Office.

9.1.4. Been absent for two (2) consecutive Executive Board Meetings without a reasonable excuse therefore.

## **Section X**

### **Negotiation Committee**

10.1. The Negotiation Committee shall consist of the President, Vice President and four (4) Active Bargaining Unit Members, with at least two (2) of the Active Bargaining Unit Members from Criminal Division and two (2) from Civil Division. The President shall appoint these Negotiation Committee members, or confirm sitting Negotiation Committee members, within thirty (30) days of assuming office. The term for members of the Negotiation Committee shall be concurrent with the term of the President appointing said members. If a Negotiation Committee member resigns or becomes ineligible to serve during the President's term, the President shall appoint a new Negotiation Committee member, consistent with the provisions set forth above. If the President resigns or becomes ineligible to serve, the new President shall either re-appoint the current Negotiation Committee members or appoint new Negotiation Committee members, consistent with the provisions set forth above. The President can appoint one or more alternates to the Negotiation Committee at any time.

10.2. The Negotiation Committee shall negotiate with the "public agency" [as defined in Government Code section 3501(c)] on behalf of the Association. The Negotiation Committee shall report to the Executive Board of the Association when called upon to do so and shall give an account of their activities.

10.3. No agreement between the Negotiation Committee and the public agency or the Executive Board and the public agency shall be binding upon the Association, until said agreement is ratified by a majority of the voting Active Bargaining Unit Members.

10.4. No Memorandum of Understanding or other written agreement affecting the Eligible Deputies that is negotiated between the Association and the public agency shall become effective until it is ratified by a majority of the voting Active Bargaining Unit Members.

10.5. Pursuant to the provisions of Government Code section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

10.6 The ratification process for any Memorandum of Understanding or other written agreement between the Negotiation Committee and the public agency or the Executive Board and the public agency shall occur as follows:

- 10.6.1 The Executive Board will present the details of the Memorandum of Understanding or other agreement to the General Membership at a Regular or Ad Hoc meeting.
- 10.6.2 The Recording Secretary shall prepare a list of all Active Bargaining Unit Members in good standing that are eligible to vote, which shall be provided to the Election Monitors.
- 10.6.3 Active Bargaining Unit Members shall receive his or her ballot through an electronic voting system which begins the election period.
- 10.6.4 All ballots must be submitted electronically by 5:00 p.m., seven (7) calendar days after the election period begins.
- 10.6.5 At the close of the election period, the Election Monitors shall verify the results of electronic voting system, including that only Active Bargaining Unit Members in good standing participated in the vote.
- 10.6.6 A ratification shall be effective if approved by a majority of the voting Active Bargaining Unit Members.
- 10.6.7 The Board, by a majority vote, may create procedures that allow other voting methods by Active Bargaining Unit Members, so long as Active Bargaining Unit Members are able to cast their votes anonymously.

## **Section XI**

### **Endorsement Committee**

An Endorsement Committee shall be established by the Executive Board under the following terms and conditions:

11.1. The Endorsement Committee shall consist of the President and four (4) Active Bargaining Unit Members, two (2) from Criminal Division and two (2) from Civil Division. The President shall appoint these Endorsement Committee members, or confirm sitting Endorsement Committee members, within thirty (30) days of assuming office. If a member of the Endorsement Committee resigns or becomes ineligible or unable to serve, the President shall appoint a new member to the Endorsement Committee, consistent with the provisions set forth above. If the President resigns or becomes ineligible or unable to serve, the new President may either re-appoint the current members of the Endorsement Committee or appoint new members to the Endorsement Committee consistent with the provisions set forth above.

11.2. The Endorsement Committee will be responsible for gathering information on the position or issue to be endorsed by or on behalf of the Association. This may include, but not be limited to, arranging for person(s) seeking any elected or appointed position(s) to be present at a Regular or Ad Hoc Meeting of the Active Bargaining Unit Members in order to answer questions as well as distributing questionnaires to the person(s) seeking said position(s).

11.3. Following the presentation of information from the Endorsement Committee, the decision to hold a vote of the General Membership to make an endorsement shall occur under the following circumstances:

11.3.1 When a majority of the Executive Board votes to do so; or

11.3.2 When ten percent (10%) of the Active Bargaining Unit Members sign a request to do so, and deliver said request to the Executive Board.

11.4. Following the decision to hold a vote of the General Membership to make an endorsement, the Recording Secretary shall prepare a list of all Active Bargaining Unit Members in good standing that are eligible to vote, which shall be provided to the Election Monitors. Active Bargaining Unit Members shall receive their ballots through an electronic voting system which begins the election period.

11.5. All ballots must be submitted electronically by 5:00 p.m., seven (7) calendar days after the election period begins.

11.6 At the close of the election period, the Election Monitors shall verify the results of electronic voting system, including that only Active Bargaining Unit Members in good standing participated in the vote.

11.7 An endorsement shall not be effective unless a majority of the voting Active Bargaining Unit Members are in favor of the endorsement.

11.8 No later than one (1) day after counting of ballots, the President shall inform the Active Bargaining Unit Members of the voting results. If there is an endorsement of a person, the President shall send an Association letter to said person informing them of the endorsement no later than seven (7) days after counting the ballots.

11.8 The Board, by a majority vote, may create procedures that allow other voting methods by Active Bargaining Unit Members, so long as Active Bargaining Unit Members are able to cast their votes anonymously.

11.9 The Executive Board has the authority to form a Political Action Committee and seek funding for the Political Action Committee as authorized by a majority vote of the Executive Board.

## **Section XII**

### **Miscellaneous**

12.1 The Association's fiscal year shall consist of a calendar year running from January 1 until December 31 of each such year.

12.2 The Association's method of accounting shall be on a cash basis accounting method.

12.3 Methods of voting on any issue or matter not otherwise addressed above shall be established by the Executive Board as necessary.

12.4 The Executive Board may by unanimous vote shorten any of the voting times in these By-Laws so long as Active Bargaining Unit Members have at least 48 hours to vote once voting materials are distributed.

12.5 *The unenforceability, invalidity, or illegality of any provision of these By-Laws shall not render any other provision of these By-Laws unenforceable, invalid, or illegal.*

12.6 Dissolution: In the event of the Active Bargaining Unit Members vote, by 2/3 majority, to dissolve the Association, the assets shall be distributed to all Active Bargaining Unit Members in accordance to the schedule to which they were contributing.

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