

# By-Laws of the El Cajon Police Officers' Association



A California Non-profit Mutual Benefit Corporation  
Established 1954  
By-Laws re-written 2012

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**BY-LAWS of the  
EL CAJON POLICE OFFICERS' ASSOCIATION  
Effective as of July 24, 2012**

**ARTICLE 1**

**MEMBERSHIP**

**Section A: Eligibility**

Membership in this Association shall be confined to the regular active Peace Officer appointed to the Department from the classified service list of the Civil Service Commission.

Application for membership may be accepted by the Board of Directors after presentation by the prospective member of a forty dollar (\$40.00) initiation fee and a signed payroll deduction card. Application can be made at any regular meeting of the Board of Directors. After receiving the application, the Board of Directors will vote on the applicant's request to become a member of the Association. A simple majority is required.

**Section B: Cessation of Membership**

Membership in the Association shall cease immediately after termination, resignation or retirement of a member from the El Cajon Police Department, or upon request of said member, and thereafter he/she shall have no claim upon any treasury of the Association.

Such request for cessation of membership in this Association shall be in writing, signed by the resigning member, and directed to the Board of Directors.

This section does not prohibit action on a claim presented to this Board of Directors prior to the member's termination of membership in the Association and not acted upon by the Board of Directors.

**Section C: Chief of Police's role**

The Chief of Police may be a member, subject to a vote by the Board of Directors, but shall have no voting privilege. The Chief of Police may serve in an advisory capacity and shall not hold office. The Chief of Police shall have all other privileges as a member.

No member of the Association may be a member of a negotiation team whose interests are adverse to the ECPOA or ECPOA Management negotiations team. Participation in such adverse negotiations would result in immediate forfeiture of their membership in the ECPOA.

## **Section D: Voting Privileges for General Membership**

General members of the Association shall have no voting privilege except as follows:

1. Election of the Board of Directors
2. Recall of the Board of Directors.
3. Special Meetings as defined in Article 2, Section C: Special Meetings.
4. Elections called by the Board of Directors.

## **ARTICLE 2**

### **MEETINGS**

#### **Section A: Frequency of Meeting**

Regular meetings of the Board of Directors shall be held once a month, the time and place to be established at the preceding meeting by the President or member presiding at the meeting.

#### **Section B: Annual Meeting**

The annual meeting shall be held during the month of December with the date and place designated by the Board of Directors. If, due to Department business, a meeting is not held during December, an alternate date, as soon thereafter as possible, shall be designated.

#### **Section C: Special Meetings**

Special meetings of the members of the Association, for any purpose or purposes whatsoever, may be called at any time by the President, or by any three (3) members of the Board of Directors, or by 5 % (five percent) of the members of the Association. Special Meetings shall follow the guidelines prescribed below:

1. A quorum of such meetings shall consist of a majority of the membership of this Association. Such quorum shall decide any question coming before such meeting.
2. Such quorum shall elect a President pro tempore who shall preside at such meeting.
3. Such special meeting shall comply with Article 2, Section D: Notice Requirements for Meetings and such notification shall be signed by the members requesting such meeting.

#### **Section D: Notice Requirements for Meetings**

No meeting shall be called without notifying the membership of the Association 7 days prior to such meeting, of the date, time, place and objectives of said meeting. Such notice shall be posted in a conspicuous place and available to all members. The only exception to the above will be those meetings called pursuant to Article 2, Section E: Emergency Meeting Requirements.

### **Section E: Emergency Meeting Requirements**

An emergency meeting of the Board of Directors may be called by the President of the Association or by any three members of the Board of Directors. The meeting time and location is to be decided by the person or persons calling said meeting.

An emergency meeting of the Board of Directors can be called to discuss pending litigation, negotiation strategies, meeting with the Association Attorney on Association matters, and to decide matters which may require action in-between regular monthly Association meetings.

If the Secretary is not available for the Emergency Meeting, the President shall appoint a Board Member to record the business of the meeting, and to draft the minutes.

In matters that require immediate action, the President shall call for an in-person, telephone and/or email vote of the Board of Directors. It will be incumbent upon the President to try to contact all seven Board members when conducting business in this fashion.

Matters which result in the expenditure of Association funds or other matters which are not privileged in nature must be announced at the next regular Association meeting, including the vote on the matter, so as to make it an official part of the Association minutes.

### **Section F: Approval of Minutes**

Approval of the minutes will be voted on by the Board of Directors at the following meeting.

## **ARTICLE 3**

### **DIRECTORS**

#### **Section A: Composition of Board**

The business of the Association shall be conducted by a Board of seven (7) Directors, elected at large, who must be members of the El Cajon Police Officers Association: all

Directors must have two (2) years as a member of the El Cajon Police Officers' Association at the time of the Nomination process.

### **Section B: Attendance Requirements for Directors**

Should any Director be absent from two (2) consecutive meetings, unless such absence is occasioned by Department business, illness, or any other excusable absence which will be subject to a review from the Board of his/her office shall be declared vacant. Notification of an excused absence must be made as soon as practical prior to the next scheduled meeting.

When an office is declared vacant in accordance with Article 3, Section B: Attendance Requirements for Directors, that Director will be immediately notified by the President or Vice-President. The Director shall have 72 hours after being notified of the intention to vacate his/her office, to notify the Board of Directors of any absence to be considered excusable. The Board of Directors shall then decide whether any excuses made can be considered excusable in accordance with Article 3, Section B: Attendance Requirements for Directors. If no valid excuse is made within the prescribed 72 hours by the Director being notified, his/her office will then be vacant.

### **Section C: Removal of a Director**

Any Director, whose service is unsatisfactory, or who neglects the duties of his/her office, shall be subject to recall by election. The Director shall be notified in writing of the Association's intent to recall his/her position. Within 7 days of receiving such notice, the Director may request a Special Meeting to address the Board and Membership. After that Special Meeting, a recall election will be held to determine if that Director will be recalled, in accordance with Article 5: Elections. If the Director that is being recalled fails to attend the Special Meeting, he/she is considered to have abandoned their office.

### **Section D: Director Opposes Removal**

An election may be called when a petition is received, in writing by a Board member which states the reason for the recall and the petition has been signed by 25% of the members of the Association. Said Director shall be considered recalled and his/her office declared vacant when a majority of those voting, votes for such recall. The election shall be conducted pursuant to Article 5: Elections.

### **Section E: Removal of a Director for Cause**

The Board may remove a Director for cause only if the Director is (1) declared of unsound mind by a court, (2) convicted of a felony, (3) found by final court order to have breached his/her statutory duty of care or (4) failed to attend the number of meetings specified in Article 3, Section B: Attendance Requirements for Directors.

### **Section F: Quorum Requirements**

A quorum, at any Directors meeting shall consist of a majority of the entire membership of the Board. A majority of such quorum shall decide any question that may come before the meeting. If the Board fails to have a quorum at the monthly meeting, an informational meeting can be held, but voting on business will be prohibited.

### **Section G: Length of Terms**

The length of term of service for each Director shall be two (2) years, with no term limits. The seven Director positions' terms shall be staggered under a continuous pattern of three (3) elected one year, the remaining four (4) elected the following year.

Such shall be provided however, that each and all of the officers who have been duly elected and qualified at the time these By-Laws have been duly ratified and adopted shall remain officers of the Association and shall serve the un-expired terms of their offices.

## **ARTICLE 4**

### **INDEMNIFICATION**

#### **Section A: Right to Indemnity**

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that Section. "Expenses," as used in this By-Law, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

#### **Section B: Approval of Indemnity**

On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of the Directors who are not parties to that proceeding, the Board shall promptly call a meeting of Members. At that meeting, the Members shall determine under Section 7237(e) whether the applicable standard of conduct set forth in Section 7237(b) or

Section 7237(c) has been met and, if so, the Members present at that meeting in person shall authorize indemnification.

### **Section C: Advancement of Expenses**

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by persons seeking indemnification under Sections 7237(b) or 7237(c) of these By-Laws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

## **ARTICLE 5**

### **ELECTIONS**

#### **Section A: Appointment to the Election Advisory Committee (EAC)**

The President, with consent of the Board of Directors shall appoint an Election Advisory Committee consisting of three (3) members who are not serving on the Board of Directors and who are not seeking office during the following election. The appointment of this committee shall be made prior to nominations. It is the role of the Election Advisory Committee to manage the nomination and election process.

#### **Section B: Nomination Process**

Nomination meetings will be held during the general meeting in September. All members in good standing wishing to be nominated must announce their desire for nomination in open forum at the meeting during the nomination process. If a member in good standing, wishing to submit their name for nomination, and is unable to attend the nomination meeting, the member shall submit, in writing, their desire to be nominated, to any Board Member.

Prior to the conclusion of the nomination meeting, the Election Advisory Committee shall read back the names of all nominees to ensure accuracy. The nominations process shall be concluded at the adjournment of the nomination meeting.

The names of all nominees shall be recorded in the minutes of the meeting.

#### **SECTION C: Notice of Elections**

Notice of elections shall be posted in the approved area for Association business of the Police Department at least seven (7) days prior to the election. Such notices shall

contain full and complete information on the cause of the election, along with a sample ballot.

All elections which require a vote of the general membership of the Association shall be by secret ballot cast in a ballot box. The ballot box and the ballots, listing the candidates and/or propositions to be voted on, shall be placed in the appropriate location for a period of 7 days.

#### **Section D: Tabulation of Votes**

Nominees receiving the most votes, by count of the Election Advisory Committee, will be received by the Board of Directors, except in case of a conflict with Article 3, Section A: Composition of Board, or in any other irregularity.

Any ties of office will require a run-off, for tied candidates only, within seven (7) days of the first ballot count. Said run-off will be governed by the same rules and committee.

The names of elected officers shall be posted within 72 hours after the close of the election. Candidates will be installed at the monthly meeting in December.

#### **Section E: Retention and Destruction of Cast Ballots**

The cast ballots for all Association elections or votes shall be retained by the Secretary for thirty (30) days after the close of the election, during which time the ballots may be inspected by any member desiring to do so. Thereafter, the ballots shall be destroyed.

#### **Section F: Filling Vacancies**

In the event a vacancy on the Board of Directors occurs due to resignation, termination or recall from the board within 180 days following the annual vote (typically held in September), his/her position will be filled by the nominee with the next highest votes from the existing list.

The newly appointed Director will complete the remainder of the vacant term. If there are no nominees remaining on the existing list, a special election shall be held pursuant to Article 5: Elections, and the newly appointed Director will complete the remainder of the vacant term.

For any vacancy past the 180 day mark, a special election shall be held pursuant to Article 5: Elections. Under these circumstances, the newly elected Director shall complete the balance of the vacant term.

In the event that the vacant term is less than 90 days to its completion, the Board of Directors may appoint a Member in good standing to complete the term.

#### **Section G: Ratifying Labor Contracts**

The vote to ratify a labor contract between the ECPOA and the City of El Cajon shall be by secret ballot. Due to the time constraint typically found in negotiations, notice of the vote shall be posted three (3) days prior to the vote and the voting will occur the following seven (7) days. During the three day notification, the Negotiations Committee will hold an all-hands meeting to discuss negotiations. The date/time/location of this meeting will be posted as soon as possible. This meeting and vote may occur with little notice and is an exception to the rules set forth in Article 5: Elections.

## **ARTICLE 6**

### **OFFICERS OF THE ASSOCIATION**

#### **Section A: Succession of the Board**

The succeeding Board of Directors, at the regular meeting in December, shall elect from the succeeding Board of Directors, a President and a Vice-President of the Association.

The newly elected President and Vice-President shall have served at least one (1) year as a member of the Board of Directors of the El Cajon Police Officers' Association.

The President and Vice President may succeed themselves, subject to a vote by the Board of Directors.

The newly elected President shall appoint a Secretary and a Treasurer of the Association upon approval of the Board of Directors.

#### **Section B: Responsibility of the President**

It shall be the duty of the President to preside at all meetings of the Board of Directors, sign all warrants, call meetings of the Association, have general supervision over all meetings pertaining to the Association (except as per Article 2, Section C: Special Meetings), and see that harmony is preserved and the laws of the Association are enforced.

The President shall have the power to name committees and appoint committee chairpersons, and to remove same, with the approval of the Board of Directors, may act as the ex-officio chairperson of said committee. The President shall have no vote, unless the President makes the fourth member of the quorum, or if it is a tie vote. In the case of a tie vote, the President may cast the decisive vote.

#### **Section C: Responsibility of the Vice-President**

It shall be the duty of the Vice-President to act as presiding officer and assume all the duties of the President in the absence of such officer. While acting as President in lieu

of said President, the Vice-President retains his/her voting privilege as a member of the Board of Directors.

#### **Section D: Responsibility of the Secretary**

It shall be the duty of the Secretary to oversee the functions of the Secretary Clerk who will handle all such administrative and secretarial duties as the Board of Directors may direct. The Secretary will be responsible for all correspondence and communications that are brought to the attention to the Board of Directors. The Secretary shall ensure the minutes to the monthly meetings are available to the Board for approval. The Secretary should review the minutes prior to submitting them to the Board of Directors. The Secretary will be the official custodian of records for the Association and shall provide access to such records to authorized Members pursuant to the Corporations Code of California.

#### **Section E: Responsibility of the Treasurer**

It shall be the duty of the Treasurer to receive all monies belonging to the Association, and without undue delay, deposit same to the credit of the Association in banks or depositories approved by the Board of Directors. The Treasurer shall be the custodian of same, write checks for the signature by the Treasurer and counter signed by the President or a member of the Board of Directors so designated by the President, keep records showing the amounts disbursed, and at the regular meeting report receipts and disbursements along with the amounts of all monies on hand belonging to the Association.

The Treasurer shall prepare an annual report which must contain at least: assets and liabilities at the end of the fiscal year, changes in assets and liabilities during the fiscal year, revenue and expenses for the year and any transactions by an interested person in excess of \$50,000.

The Treasurer shall be responsible for filing the biennial report to the Secretary of State, the Form 990 to the Internal Revenue Service and the Form 199 to the Franchise Tax Board.

When retiring from office, the Treasurer shall deliver to his or her successor, all books of record properly balanced, all papers, all monies and all other property of the Association in his or her possession and shall make known all information to their successor of all business.

### **ARTICLE 7**

#### **COMMITTEES**

##### **Section A: President's Power to Appoint**

The President shall appoint a chairperson of the following committees upon the approval of the Board of Directors. Each committee chairperson shall have the authority to select his/her committee members; and the President may name any other committees he/she may deem necessary. Each committee shall be chaired by a Board Member and consist of two (2) additional members unless decided otherwise by the Board of Directors. All committee members shall serve at the pleasure of the Board of Directors.

### **Welfare Committee**

It shall be the duty of this committee to visit the sick and injured members of the Association, or their spouses, and see that proper relief is afforded. Any expenditure by the committee must be submitted to the Board of Directors. Any expenditure under \$150 is to be at the discretion of the chairperson of the welfare committee. Any expenditure over \$150 is to have prior Board of Directors' approval.

### **Salary and Benefits Committee**

It shall be the duty of this committee to represent the members of this Association, who are not represented by any other bargaining group, before the City Council, Civil Service Commission, and such agencies, groups, or individuals as may be deemed appropriate, regarding questions of salary, hours of work, or any matter affecting working conditions.

### **Public Information Committee**

It shall maintain relations with the news media and release information in regards to this Association. This committee shall be chaired by the President of the Association, or his or her designee, and assisted by other members of the Board of Directors.

### **By-Laws Committee**

It shall review and make recommendations on the amendments to the By-Laws of the Association.

### **Special Events Committee**

It shall be responsible for the organization and planning of social events as directed by the Board of Directors.

### **Scholarship Committee**

It shall be the duty of this committee to recommend minimum selection requirements; publish, accept and evaluate applications; and make final

recommendations to the board of directors on the granting of any scholarships paid for out of the ECPOA Memorial Fund. This committee shall consist of three members, including a chairperson, and shall meet as necessary to facilitate the granting of scholarships once during each school year. It shall be up to the board of directors to determine the amount of each scholarship, the number of scholarships to be granted and to make a final determination as to who the scholarships shall be granted to.

## **ARTICLE 8**

### **POLITICAL ENDORSEMENTS**

#### **Section A: Establishment of the Political Action Committee (PAC)**

The Board of Directors is authorized to establish a Political Action Committee (PAC), consistent with all Federal, State, and Local laws. PAC contributions shall be made as determined by the Board of Directors, so long as they are voluntary.

No endorsement shall be made, altered or withdrawn by any person without concurrence or direction from the Board of Directors, as part of the El Cajon Police Officers' Association minutes. All rules governing this committee are set forth in the El Cajon Police Officers' Association-Political Action Committee By-Laws.

## **ARTICLE 9**

### **DUES AND FEES**

#### **Section A: Amount and Payment of Dues**

The dues of this Association shall be 0.75% of the top step ('E' Step) City of El Cajon Police Officer salary, at the bi-weekly rate.

All members are required to become members of PORAC and pay the associated cost of that membership (dues and basic life insurance). All member are required to pay, along with the Association dues and PORAC dues/fees, and attorney fees that would include the cost of participating in a Legal Defense Fund (LDF).

The cost of PORAC dues/fees, insurance cost, and attorney's fee will be passed on to the membership as the cost increases or decreases. Only an increase of Association Dues will require a vote of the membership.

Members desiring additional insurance through PORAC and/or a long term disability plan (LTD) shall pay dues/fees in the amount of the insurance desired.

The dues of this Association may be increased or decreased at the discretion of the membership and vote thereon, with the majority of those casting a ballot, votes in favor of the increase or decrease.

### **Section B: Delinquency of Dues**

Any member delinquent in dues for a period of three (3) months (90 days) to be counted from the 15th day of the month that the last payment was made is declared inactive. To reinstate him/her self for membership, the fee of forty dollars (\$40.00) will be charged and the current months dues must be paid for reinstatement. Reinstatement must be approved by the Board of Directors.

## **ARTICLE 10**

### **FUNDS**

#### **Section A: Retirement Fund**

No portion of the retirement fund shall be disbursed for any other purpose than retirement benefits, as hereinafter provided, unless it shall be determined by the vote or written consent of a majority of the members voting that it is in the best interests of the Association to use said funds, or a portion thereof, for some other purpose. Should the balance of the retirement fund diminish to less than \$20,000.00, then 40% of all funds received shall be placed into the retirement fund, until the minimum balance is obtained.

#### **Section B: Welfare Fund**

The Welfare Fund has been created to aid the Membership in times of crisis as voted upon by the Board of Directors. The Welfare Fund shall remain at a minimum balance of \$5,000.00. Any monies paid to members of this Association from the Welfare Fund shall be replaced by depositing 10% of all funds collected into the Welfare Fund until such time that the minimum balance is obtained. When the minimum balance is obtained, the 10% deposit will automatically be deposited into the General Fund.

#### **Section C: General Fund**

100% of all funds shall be deposited into the General Fund. All expenses of the Association except disbursements for claims of disability, Member welfare and retirement shall be paid out of the General Fund. The percentage collected and deposited is dependent upon the conditions provided in this Article, Sections A: Retirement Fund and Section B: Welfare Fund.

After the year-end financial statement of the Association is prepared and presented to the Association at the first General meeting of the calendar year, any funds not spent that were collected the previous calendar year that are strictly Association dues,

referred to as uncommitted expenses (see Article 9, Section A: Amount of Payment of Dues for the applicable POA Dues) may be transferred into the Retirement Fund.

#### **Section D: Memorial Fund**

The Memorial Fund shall be funded from donations received by the ECPOA for the following reasons and are listed in the order of importance to the Association:

1. To provide scholarships for the sons/daughters of ECPOA members to go to their college education in the amount determined by the Board of Directors.
2. To provide assistance to the families of fallen officers throughout the country.
3. To provide support to youth groups or organizations in the El Cajon or East County area.

The primary source of donations shall be the ECPOA sponsored annual golf tournament. Any funds received shall only be spent for the above stated reason. Any funds made or raised in excess of \$3,500, not to exceed \$1000, at the annual golf tournament shall be earmarked to provide support to youth groups or organizations in the El Cajon or East County area. Any expenditure shall be approved by a majority of the Board of Directors.

Two scholarships may be awarded annually to dependents of ECPOA members in good standing. The scholarships shall be in the amount of \$500. Should there be only one applicant, the Board of Directors may elect to award the sole applicant both scholarships, in an amount not to exceed \$1000. The number of scholarships to be awarded may be increased at any time by a majority vote of the Board of Directors. In the event that more than two scholarships are awarded in a calendar year, the scholarship amount shall not exceed \$500 per recipient.

The requirements for eligibility shall be that the applicant is a graduating high school senior, or the applicant is a returning member of the Armed Forces, who has been honorably discharged and is 25 years old or younger. Only one scholarship per lifetime will be awarded to an applicant, regardless of amount. If an applicant did not receive a scholarship at the time of initial application, the applicant may not resubmit for another scholarship at a later date. Should the applicant attend a high school within the city limits of El Cajon, and is eligible to receive either scholarship, the maximum amount of the combined scholarships shall not exceed \$1000.

#### **Section E: Athletic Fund**

The Athletic Fund shall only be funded by money collected by Members who have voluntarily agreed to participate in the Athletic Fund. All rules governing the Athletic Fund is set forth in the El Cajon Police Officers' Association-Athletic Fund By-Laws.

## **Section F: Investment of Funds**

Unless a majority of the entire membership agrees, funds of the Association shall be invested only in government chartered savings and loan associations, or in Federal, State, and/or Municipal bonds, or the El Cajon Municipal Employees Federal Credit Union that is FDIC insured.

## **Section G: Prohibition of Loans to Members and Employees**

This Association shall not loan its funds to any Member or employee nor shall the Association co-sign for any loan for any Member or employee, nor pledge its assets in any way for the purpose of insuring or guaranteeing a loan to any Member or employee, from any source whatsoever.

## **Section H: Obtaining Consent to Occur Expenses**

Members of the Association, whether serving on committees or in their private capacity, shall not have the power to incur any expenses in the name of the Association without first obtaining the consent of a majority of the Board of Directors.

# **ARTICLE 11**

## **DISBURSEMENT AND CONTROL OF FUNDS**

### **Section A: Disbursement of Funds**

Unless authorized by the vote or written consent of a majority of the members of the Association, no assets of the Association shall be disbursed for any purpose other than the following:

1. Benefits as herein provided.
2. Legal counsel and Accounting assistance, when deemed necessary by a majority vote of the Board of Directors.
3. General expenses necessary to the successful management, maintenance, and operation of the Association and making any unusual expenditure up to \$5000.00.
4. Payment of travel, lodging and meals to any member while on Association business or training, equal to the amount set forth in most current Memorandum of Understanding, as it relates to out-of-county travel and travel expenses.

### **Section B: Authorized Credit Card Holders**

The Association may have up to two (2) credit cards in the name of the El Cajon Police Officers' Association. These two credit cards will be assigned to the President and Treasurer. The credit cards may only be used to conduct legitimate business and the accounts must be reconciled monthly.

### **Section C: Checking Account Endorsers**

To conduct business and to pay the financial obligations of the Association, the Association maintains control over multiple checking and saving accounts. The President, Vice-president, Secretary and Treasurer shall have the endorsing authority for the disbursement of funds from these accounts.

Checks that are written to members of this Association for reimbursement, travel or travel related reasons must have two signatures on the check. A Board member shall not endorse a check to him/herself at any time.

All checks written over \$5000.00 must have a second signature to validate the check.

### **Section D: Audit Requirements**

The Directors shall have all accounts held by ECPOA audited every five years by an auditor approved by the Directors. The auditor shall be a licensed and bonded CPA or an equivalent. The auditor shall report their finding to a Director other than the President, Vice-president, Secretary or Treasurer, to ensure the integrity of the findings. The findings shall be made available to all members at the annual meeting. The audit should begin no later than February 1<sup>st</sup> of the auditing year.

### **Section E: Premiums for Group Insurance**

All premiums collected from members on any group insurance contract for the members there of, shall be deposited wholly in the General Fund to be disbursed there from by check to the insurance carrier and shall not be subject to the provisions of Article 10, Section A: Retirement Fund, Section B: Welfare Fund, and Section C: General Fund.

## **ARTICLE 12**

### **ELIGIBILITY OF BENEFITS**

#### **Section A: Disqualification for Benefits**

No member shall be entitled to benefits when disability, death, or retirement has been caused by willful, malicious, and/or intentional violation of the laws of the City of El Cajon, State of California, or Federal Government, or by intemperance, or immoral conduct.

### **Section B: Dispensation from Payments of Dues; Benefits**

No member will be considered delinquent for nonpayment of dues while he/she is receiving sick or injury benefits from this Association.

### **Section C: Cessation of Benefits**

All benefits shall cease when all available money in the appropriate funds of the treasury have been exhausted.

### **Section D: Suspension of Dues and Benefits**

Members of this Association, while on military leave, shall not be required to pay dues and shall not be entitled to any benefits of this Association during such absence.

Any member of this Association who is granted a leave of absence from the Police Department, and takes up any other occupation, shall not be entitled to any benefit claim. He/she shall not be entitled to any benefits while on said leave of absence and shall not pay dues while on said leave.

### **Section E: Board's Right to Exam Medical Records**

The Board of Directors shall have the right to examine all records pertaining to any benefit claim. They shall also have the right to appoint an independent physician to determine the necessity for any claim.

### **Section F: Rejection of Claim**

The Board of Directors has the right to adjust or reject any claim deemed unjustified by the Board.

### **Section G: Inactive Members due to Delinquency of Dues**

Inactive members, who are more than 60 days delinquent in payment of dues, shall not be eligible for any benefits.

## **ARTICLE 13**

### **PAYMENT OF BENEFITS**

#### **Section A: Death of Member, Spouse, or Registered Domestic Partner**

Upon the death of any active member, spouse or designated domestic partner (Addendum 4) of any active member of this Association, there shall be paid to said

member or his/her beneficiary, from the Welfare Fund of the Association, the sum of \$1000.00.

### **Section B: Death of Dependent Child of Member**

Upon the death of a dependent child of any member of this Association there shall be a payment to said member, from the Welfare Fund of this Association, the sum of \$500.00, provided that child has not attained the 18th birthday and is supported by said member.

### **Section C: Incapable of Performing Duties; Compensation**

Any member of this Association, who by sickness or bodily injury is rendered incapable of performing his/her duties in the Police Department and when no salary or benefits are being paid by the City of El Cajon, the State of California, Supplemental Insurance or any long term disability insurance, this Association shall pay said member the sum of \$50.00 per day for a maximum of 60 days.

The member must furnish a certificate from the El Cajon Police Department, or City of El Cajon, or a registered physician, surgeon, or chiropractor stating that said member is unable to perform his/her duties because of said sickness or disability.

### **Section D: Eligibility for Retirement Benefits**

Any member of this Association, upon retirement, shall be eligible to receive a retirement benefits providing the following:

1. Any and all administrative proceedings, legal actions, actions at equity, appeals, or other proceedings are exhausted, terminated, satisfied, or abandoned prior to payment of benefits.
2. Upon request by the President of the Association, proof of retirement and/or appeals as stated in Article 13 Section C: Incapable of Performing Duties; Compensation, is provided for examination by the Board of Directors prior to the payment of any benefits.

### **Section E: Payment of Retirement Benefits**

Retirement is defined as serving twenty (20) continuous years as a member of the ECPOA or reaching retirement age to receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

Payment of benefits shall be in accordance with the following schedule:

1. For every year of membership in the Association, benefits shall accrue at the rate of \$100.00 for each year of membership to a maximum of \$2500.00.

2. For any portion of a year of membership less than six (6) months, no benefit shall accrue. Any membership of more than six (6) months that represents a portion of a year, a benefit shall accrue at the same rate as a complete year.

3. Payment shall be made within 30 days of written application of a retired member in accordance with this Article.

4. A member who has once received a benefit under this Section shall not be eligible to receive any future retirement and/or death benefits from the Association.

5. Eligibility and/or payment of benefits under this Section shall be subject to the approval of a majority vote of the Board of Directors.

6. A member must have been in the Association for a full five (5) years before they are entitled to any benefits outlined in Section D:Eligibility of Retirement Benefit and E: Payment of Retirement Benefit of this Article.

## **ARTICLE 14**

### **ORDER OF BUSINESS**

#### **Section A: General Meeting Outline**

"Roberts Rules of Order, Revised" shall govern the conduct of all meetings.

1. Roll call of Officers.
2. Reading of minutes.
3. Financial Report
4. Reading of Communication
5. Bills against the Association
6. Payment of Benefits
7. Report of Committees
8. Unfinished Business
9. New Business
10. Good of the Association
11. Adjournment.

## **ARTICLE 15**

### **AMENDMENTS**

#### **Section A: Changing an Article of the By-Laws**

Any Article of these By-Laws may be altered, amended, or suspended by a majority vote of the members voting at any regular or special election.

Proposed By-Laws amendments relating to rules and regulations governing the Association shall be submitted, in writing, during any regular monthly meeting along with a petition in support of the amendment. The petition shall contain the signatures of no fewer than 10% of the Membership, all of whom must be in good standing. Once received by the Board, the President shall send the proposed amendment to the By-Laws Committee for a full review. After a full review is completed, the final proposed amendment shall be returned to the Board by the next regular monthly meeting. The Board shall consider and discuss the proposed By-Law change. After the discussion, the Board shall send the proposed By-Laws change to the Election Advisory Committee, to initiate an election regarding the proposed By-Laws amendment.

Changes to the By-Laws relating to grammar, punctuation and format may be made at any time by a majority vote of the Board of Directors.

#### **Section B: Election Requirement to change By-Laws**

Elections held for the purpose of amending the By-Laws, shall be conducted in accordance with Article 5: Elections.

### **ARTICLE 16**

#### **CORPORATE SEAL**

##### **Section A: Requirement of Seal**

The Corporate Seal shall be circular in form and shall have inscribed thereon the name of the Association, the date of the incorporation, and the word "California".

### **ARTICLE 17**

#### **INTERPRETATIONS AND RULINGS**

##### **Section A: Board's Responsibility of Defining By-Laws**

Any challenged definitions, phrases, or any part, whatsoever, of this Association's By-Laws, or any correspondence by the Association shall be decided by a majority vote of the Board of Directors.

These By-Laws updated and recent amendments added effective July 24, 2012.



To: El Cajon Police Officers' Association (ECPOA)

From: \_\_\_\_\_

Reference: Joining the ECPOA gym and Payroll Deduction

I, \_\_\_\_\_, a civilian employee of the El Cajon Police Department, wish to utilize the POA athletic facilities, mainly the POA gym located at 100 Civic Center Way, El Cajon, Ca. I understand the fee for the use of these facilities will be \$4.00 per paycheck. This letter serves as authorization for the ECPOA to collect these dues through payroll deduction.

This agreement is for the sole purpose of utilizing the gym and I shall not have any further membership within the Athletic Fund.

I agree to submit a written letter to the ECPOA should I, at any time wish to terminate the agreement to use the ECPOA gym and athletic equipment. The monthly dues will continue to be automatically deducted from my paycheck until that written letter has been received by the Treasurer of the ECPOA.

Respectfully,

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

Received by

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

CC: City of El Cajon, Finance Department



To: El Cajon Police Officers' Association (ECPOA)

From: \_\_\_\_\_

Reference: Volunteers joining the ECPOA gym (Reserves, cadets, and RSVP).

I, \_\_\_\_\_, a volunteer at the El Cajon Police Department, wish to utilize the POA athletic facilities, mainly the POA gym located at 100 Civic Center Way, El Cajon, Ca. I understand the fee for the use of these facilities will be \$52.00 every six (6) months. Enrollment into the ECPOA gym will be held twice a year. The enrollment periods will be June 1– June 30 and December 1–31. The fee of \$52.00 is required to be paid to the Treasurer of the ECPOA, if I do not make the payment by the end of the open enrollment period, then I will not be able to use the ECPOA gym, until the next open enrollment period for the ECPOA Gym and payment is received by the ECPOA.

This agreement is for the sole purpose of utilizing the gym and I shall not have any further membership within the Athletic Fund. I agree to submit a written letter to the ECPOA should I, at any time wish to terminate the agreement to use the ECPOA gym and athletic equipment.

I also agree not to hold the ECPOA, ECPOA–Athletic Fund responsible for any injuries.

Respectfully,

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

Received by

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



To: ECPOA Board of Directors

From: \_\_\_\_\_

Reference: Withdrawing from participation in the ECPOA-PAC Fund.

In Accordance with Article V, Section B of the ECPOA-PAC By-laws, I do not want my contribution of \$2.00 per pay period, to go the PAC Fund. Per the ECPOA-PAC By-Laws, I understand the \$2.00 will be placed into the General Fund.

Respectfully Submitted,

\_\_\_\_\_ Date \_\_\_\_\_

Received by ECPOA Board member,

\_\_\_\_\_ Date \_\_\_\_\_





To: Director of Finance

From: El Cajon Police Officers' Association (ECPOA)

Reference: Addition of Member

You are hereby authorized to deduct from my salary warrant, each pay period, the amount of \$ \_\_\_\_\_: said amount to be paid to the El Cajon Police Officers' Association. Including \$2.00 per pay period to the ECPOA -Political Action Committee-(PAC)\_\_\_\_\_and \$2.00 per pay period to the ECPOA-Athletic Fund (AF)\_\_\_\_\_ .

(Initials)

(Initials)

This authorization may be terminated by me at any time through the filing of a written notice with the Finance Department and the ECPOA President or designee. The ECPOA must be made aware of any changes and I hereby agree to be responsible for any cost incurred by the ECPOA as a result of any changes to dues, insurance coverage, or any other ECPOA related expense paid for on my behalf by the ECPOA.

Effective immediately: \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN

\_\_\_\_\_  
ECPOA Representative

