

**STANDING RULES**  
**to the**  
**CALIFORNIA**  
**STATEWIDE LAW**  
**ENFORCEMENT**  
**ASSOCIATION**  
**CONSTITUTION**

March 2007

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**Revised**STANDING RULES  
to  
CALIFORNIA STATEWIDE LAW ENFORCEMENT ASSOCIATION CONSTITUTION

**ARTICLE I**

**GENERAL PROVISIONS**

**Section A. Designations for Board Meeting Attendance**

If any Affiliate President is unable to attend any regular or special CSLEA Board of Directors meeting, the Affiliate President shall designate in writing a replacement to the CSLEA Secretary or designee prior to the Board of Directors meeting.

**Section B. CSLEA Release Time Bank**

The use of the CSLEA Release Time Bank is for CSLEA business only and will not be used for affiliate work.

All CSLEA Release Time use must be approved by the President or the Senior Vice President when acting for the President.

A report on the CSLEA Release Time Bank use will be available to any member of the Board of Directors at any time.

**Section C. Recording Secretary**

A staff member will be present at regular and special Board of Directors meetings to assist the Secretary of the Board in the recording of meetings. Also, at committee meetings, a committee chairperson may request the President to appoint a staff member to be the recording secretary.

**Section D. Fiscal Year**

The fiscal year is from July 1st through June 30th.

**ARTICLE II**

**BOARD OF DIRECTORS – MEMBERSHIP**

**Section A. Affiliate Representation**

1. Unit Structure

The CSLEA Board of Directors will be comprised of representatives of the following Affiliate Organizations:

Unit A

Association of Motor Vehicle Investigators of California  
Association of Special Agents – DOJ  
California Association of Criminal Investigators  
California Association of Food and Drug Investigators  
California Association of Fraud Investigators  
California Association of State Investigators – ABC  
California Fish & Game Wardens Association  
Hospital Police Association of California  
State Park Peace Officers Association of California

Unit B

Association of Deputy Commissioners  
Association of Motor Carrier Operations Specialists  
California Association of Regulatory Investigators and Inspectors  
California Organization of Licensing Registration Examiners  
Fire Marshals and Emergency Services Association

Unit C

Association of Conservation Employees  
Association of Criminalists – DOJ  
CHP Public Safety Dispatchers Association  
State Employed Fire Fighters Association  
CSLEA Only

2. Board Member Requirements

Each CSLEA Board member will be required to be a member of the Affiliate Organization that represents the member on the Board of Directors, except for the CSLEA Only Director. The CSLEA Only Director must be a member of the Bargaining Unit 7 and a CSLEA member in good standing to be eligible to serve on the Board of Directors. The CSLEA Only Director may not simultaneously serve as a director on any other Affiliate Board.

**Section B. Affiliate Organization Requirements**

Affiliate Organizations may be admitted or expelled from the CSLEA Board of Directors by a two thirds (2/3) vote of the total Board of Directors, by secret ballot. No new Affiliate Organizations shall be admitted to the CSLEA Board of Directors, except at the annual conference and unless they meet the following criteria:

- (1) Have a current membership total of at least 250.<sup>1</sup>
- (2) Meet all Affiliate Organization standards within the six (6) months prior to admission.

Once admitted, the Affiliate Organization may elect a member to the Board of Directors.  
(Amended 11-5-93)

**Section C. CSLEA Affiliate Organization Standards**

1. CSLEA Affiliate Organizations shall meet all the following criteria:

- a. Maintain legal and financial standards as provided in the Standing Rules.
- b. An Affiliate President shall not, without just cause, miss more than two (2) meetings in the previous twelve (12) calendar months. Upon showing of just cause for missing the meeting(s), the Affiliate Organization shall maintain all rights and privileges of an Affiliate Organization in good standing.

The President of CSLEA shall make the finding of whether or not just cause exists and shall so notify the Board of Directors of the decision. Such a decision, however, is subject to appeal to the CSLEA Board of Directors, who, by a majority vote, may overturn the President's finding.

2. An Affiliate Organization in violation of the above standards may immediately be suspended from voting for six (6) months and automatically be expelled after six (6) months if the violations are not corrected. Members of an expelled organization may be assigned to another Affiliate Organization or to CSLEA Only by a vote of the Board of Directors. (Amended 11-5-93)

**ARTICLE III**

**CSLEA ONLY DIRECTOR**

**Section A. Board Representation**

CSLEA Only members shall have one (1) seat on the CSLEA Board.

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<sup>1</sup> Intent of language is for *new* affiliates (adopted 11/5/93).

**Section B. Election of CSLEA Only Director**

1. Nominations may be made orally or in writing by any officer, director, a fellow Unit 7 member, or by the nominee him/herself. Nominations shall be made to the CSLEA Secretary during the thirty (30) day period prior to the Board of Directors meeting which occurs during the Annual Conference.
2. Each nominee must have been a CSLEA member in good standing for at least three (3) years prior to nomination.
3. As part of the last order of business at the CSLEA Board of Directors meeting which occurs during the Annual Conference, the Board of Directors shall elect a CSLEA Only Director.

**Section C. Term of CSLEA Only Director**

The term of the CSLEA Only Director shall be two (2) years beginning immediately subsequent to the close of the Annual Conference.

**Section D. Vacancy**

In the event of a CSLEA Only Director vacancy, the CSLEA President shall appoint a replacement to serve the remainder of the term. The replacement shall be ratified by a majority of the CSLEA Board of Directors at the next scheduled board meeting.

**Section E. Voting Rights**

The CSLEA Only Director voting privilege shall be the same as all other CSLEA Directors.

**Section F. Membership Quota**

Should the number of CSLEA Only members drop below 100, the CSLEA Only seat on the CSLEA Board of Directors may be vacated at the discretion of the President, subject to ratification by the Board of Directors.

**Section G. Fiduciary Duty**

Any person appointed as a CSLEA Only Director shall have a fiduciary duty to all CSLEA Only members within his/her jurisdiction, regardless of classification.

**Section H. Recall**

At the discretion of the CSLEA Board of Directors, a CSLEA Only Director can be removed by a two-thirds (2/3) vote of the full CSLEA Board of Directors.

**ARTICLE IV**

**DUES STRUCTURE**

**Section A. CSLEA Member Only Dues**

CSLEA Only dues shall be set by the Board of Directors.

**Section B. Affiliate Organization Dues**

1. CSLEA members shall be required to pay dues to the Affiliate Organization to which their classification is assigned as a condition of CSLEA membership. (Amended 3-17-07)
2. CSLEA will not collect, for an Affiliate Organization, more than \$12.00 per member per month above the CSLEA dues absent an election by the Affiliate Organization. An election will require votes of 30% of the total Affiliate Organization membership to be considered valid. The majority of the votes cast shall be controlling. CSLEA will oversee the election process.  
(Amended 10-21-95)

**Section C. Reinstatement**

In the event that a CSLEA member or fair share fee payer is reinstated with back pay after dismissal or rejection from probation, CSLEA shall collect any dues or fair share fees that would have been paid during the period of the dismissal or rejection on probation. Dues or fair share fees shall not exceed the period of dismissal or rejection on probation.

**ARTICLE V**

**POWERS OF THE EXECUTIVE COMMITTEE**

**Section A. Fair Share Fee Refund Procedure**

1. Subject to direction from the Executive Committee or the CSLEA Board of Directors, the CSLEA President shall have primary responsibility and authority for the receipt, preliminary review and approval of requests for a refund of fair share fees or membership dues.
2. In the event a Unit 7 member is "double deducted", (which means that both a fair share fee and membership dues are deducted) reimbursement may be made by the Director of Administrative Services at the direction of the CSLEA President.

**Section B. Religious Exemption Procedures**

1. Subject to direction from the Executive Committee or the CSLEA Board of Directors, the CSLEA President shall have primary responsibility and authority for the receipt, preliminary review and approval of requests for religious exemptions.
2. If an individual wishes to appeal the decision as set forth in Paragraph 1, the request shall be sent to the Executive Committee with the decision of the CSLEA President.
3. If an individual wishes to appeal the decision of the Executive Committee, the Executive Committee's decision will be submitted to the full Board for ratification.

**ARTICLE VI**

**COMMITTEES**

**Section A. Committees and Committee Members' Lists**

A list of all committees and its members shall be on file at CSLEA Headquarters in Sacramento.

**Section B. Legal Representation Committee (LRC)**

1. Meetings

Regular scheduled meetings of the LRC may be held monthly, as necessary. Such meetings shall be held at CSLEA Headquarters or a location determined by the CSLEA President or designee.  
(Amended 2-5-94)

2. Procedures for CSLEA LRC Arbitration Decisions

a. The CSLEA Legal Division will forward fourth level grievance responses to the CSLEA Legal Representation Committee with a preliminary recommendation.

b. Recommendation Criteria.

1) Prospect of success on merits.

a) Substantive soundness of grievance.

b) Technical soundness of grievance.

2) Organizational objectives to be served.

a) Impact of favorable MOU interpretation.

b) Policy positions of CSLEA.

c) Effect on bargaining.

d) Recruitment enhancement.

e) Benefits – career, monetary and otherwise – to be achieved.

f) Impact of unfavorable MOU interpretation.

3) Possibility of settlement after arbitration request.

3. Legal Cases

The LRC will hear appeals of the CSLEA Legal Division legal cases which have been denied for representation. Appeals of the denial of representation must be made in writing to the LRC within thirty (30) days of the notification of the denial.

4. Appeal Process

Appeals of an LRC decision must be made in writing to the Executive Committee, within thirty (30) days of the notification of the decision. The Executive Committee reserves the right to review any decision of the LRC.

**ARTICLE VII**

**POLITICAL ACTION COMMITTEE**

**Section A. Name and Definition**

The name of this organization shall be CSLEA PAC. All of CSLEA PAC's committees are non-profit, unincorporated committees not affiliated with any political party. CSLEA PAC committees participate directly and indirectly in the political campaigns of individuals for elective office and in legislative proposals or initiatives which affect their interests.

**Section B. Authority**

The CSLEA Board of Directors hereby establishes CSLEA PAC.

**Section C. Purposes**

1. To further the common good and general welfare of the people of the State of California by promoting improvements in the education of the public in regards to public protection and safety.
2. To promote and strive for the improvement of government by encouraging and stimulating CSLEA members and others to take a more active and effective part in governmental affairs.
3. To encourage the improvement of benefits, compensation, working conditions and retirement status of active and retired CSLEA members.
4. To take all appropriate lawful action to implement these goals.

**Section D. Office**

The principal office of CSLEA PAC shall be located in Sacramento County, California.

**Section E. Endorsements**

1. The CSLEA PAC committee may issue endorsements by a majority vote of the committee. Any such endorsements shall be posted on the CSLEA website.
2. All viable candidates for the office of Governor or the other Constitutional offices shall be invited to meet with the CSLEA Board of Directors for an interview prior to any endorsement. If practicable, invitations shall be sent to candidates at least thirty (30) days prior to the CSLEA board meeting at which the endorsement will be considered. An endorsement for the office of Governor, or the other Constitutional offices, in the primary or general election, shall be made by a two-thirds (2/3) vote of the Board of Directors.

**Section F. Participation and Contributions**

Participation shall be available to all active and retired CSLEA members and other persons who subscribe to the purposes as stated herein. Contributions are open to those who subscribe to the purposes as stated herein. The amount of monthly contributions to the CSLEA PAC shall be set by the CSLEA Board of Directors.

**Section G. Tax Credit for PAC Contributions**

It is the intent of CSLEA PAC that it will be structured to permit contributors to receive a tax credit for their contributions pursuant to the limitations and requirements set forth in the Internal Revenue Code.

**Section H. Composition of the PAC Committee**

1. Composition

The members of CSLEA PAC shall be CSLEA members, and shall have general supervision and

control over the affairs and funds of CSLEA PAC and shall establish and carry out all policies and activities of CSLEA PAC.

The voting members shall be:

- a. Chairperson
  - b. Treasurer
  - c. Secretary
  - d. Two (2) other voting members
2. Expenditures

No expenditure of CSLEA PAC resources shall be made without the vote of a majority of the members of the PAC committee. A telephonic vote, an e-mail vote, or a vote in person shall be considered valid. (Added 2-25-95)

#### **Section I. Books, Records and Finances**

1. Treasurer

The Treasurer of CSLEA PAC shall keep correct and complete books and records of accounts. Records of accounts shall be audited once a year by an auditor approved by a majority of members of CSLEA PAC.

2. Fiscal Year

The fiscal year of CSLEA PAC shall be from July 1st through June 30<sup>th</sup>.

3. Deposits

Contributions to CSLEA PAC shall be deposited in a separate fund maintained by CSLEA PAC. In no event shall CSLEA PAC funds be deposited in an account or otherwise commingled with the funds of the California Statewide Law Enforcement Association.

#### **Section J. Amendments**

By a two-thirds (2/3) vote, the CSLEA Board of Directors, may adopt and amend rules and regulations pertaining to the purpose, activities, and affairs of CSLEA PAC.

#### **Section K. Dissolution**

CSLEA PAC may be dissolved by a two-thirds (2/3) vote of the CSLEA Board of Directors.

#### **Section L. Adoption**

These original Bylaws pertaining to the CSLEA Political Action Committee were adopted by affirmative vote of a majority of the CSLEA Board of Directors on December 13, 1985.

## ARTICLE VIII

### CONTROLLER

#### Section A. Expenditure Guidelines

1. Automobile
  - a. Actual cost of gasoline to be credited to gas card or for mileage reimbursement for use of a personal automobile, consistent with the rules established by the Internal Revenue Service.
  - b. Automobile rentals are not authorized if other feasible means of travel are available.
  - c. Cabs, are reimbursable to actual cost of fare.
2. Plane, Train or Bus are reimbursable to actual cost not to exceed actual commercial air fare.
3. Entertainment or miscellaneous expenses are not authorized for reimbursement except on proof the expense is necessary for the benefit of CSLEA.
4. The Controller shall, at the direction of the Board of Directors, expend budgeted funds to reimburse members, officers, board members, committee members, employees or contractual personnel for funds expended by the same while performing corporation business. Such expenditures may be for, but not limited to: food, lodging, vehicle mileage expense, transportation expenses, tolls, fees, seminars, training programs and insurance premiums.
5. Expense Claim Procedures:
  - a. All claims must have receipts or documentation attached.
  - b. Each claim must include an explanation of:
    - 1) Who – Number of those present who are included in amount claimed.
    - 2) What – purpose of expense.
    - 3) Where – location where expense was incurred.
  - c. Claims must be recommended for approval by the President, Senior Vice President, or Chairperson of a committee. All claims must be approved by the Controller.
  - d. The President, Senior Vice President, Controller, or a Chairperson shall not approve his/her own expense claim.
  - e. If any officer or member of CSLEA has the use of a credit card, gas card or any type of charge account, an expense claim is required in accordance with the above. If this requirement is not met, the President has the authority to cancel the charge account and take appropriate action to collect the unsubstantiated expense.
  - f. Expense claims approved for payment will normally be paid on the 5th and the 20th of the

month.

- g. If a hardship exists for a member, the Controller or President may authorize payment before the 5th and the 20th of the month or may authorize a travel advance.
- h. The appeal procedure by a member for denial of an expense claim shall be as follows:
  - 1) Within thirty (30) days from written notification the claim was denied, the member may appeal to the Executive Committee.
  - 2) If the appeal is denied by the Executive Committee, the member may appeal to the full Board of Directors at its next regular or special meeting.
- i. The Controller's Committee shall review all expense claims quarterly.
- j. Expense claims shall be on forms approved by the Controller.

**Section B. Preparation of Annual Report/Tax Filing/Audits**

- 1. The Controller shall annually prepare a written financial report to the Board of Directors. The annual report shall be prepared no later than ninety (90) days after the close of the corporation's fiscal year. The annual report shall contain an audit by a CPA.
- 2. The Controller shall, with professional assistance if required, prepare and file all tax reports to the Internal Revenue Service, and the State of California Franchise Tax Board. He/she shall file all required reports to the Secretary of State of the State of California, pursuant to Section 8210 of the California Corporations Code, and any and all governmental entities requiring reports from this corporation. The Treasurer of the PAC committee shall be responsible for filing reports with the Fair Political Practices Commission.
- 3. Audits. The Controller shall submit all financial records, funds, or equipment in his possession, or under his or her control, to an authorized accountant or auditor whenever directed to do so by the President, or the Board of Directors. The audit report is to be completed and published at the annual conference of members for the audit year.
- 4. Financial Report. The Controller shall quarterly balance all financial records and expenditures from the corporate treasury and the balance remaining in the corporation's account.
- 5. The Controller is to keep all financial records and fiscal transactions of this corporation. In keeping such financial records and accounts, the Controller shall ensure the following:
  - a. All financial records are to be kept in a manner following generally accepted accounting methods.
  - b. The account for receipt of dues is separately maintained by PAC. Notwithstanding the above, in no event shall the Controller commingle the funds or conduct any financial transaction which will jeopardize the non-profit status of this corporation. Such actions shall promptly be reported to the Board of Directors at the next scheduled meeting.

**Section C. Affiliate Organization Standards**

- 1. Copies of the following items for each Affiliate Organization shall be filed with the CSLEA Controller.

Articles of Incorporation

Bylaws and Constitution

Proof of bonding for Officers

Franchise Tax Board exemption notice

Internal Revenue Service exemption notice

NOTE: Any revisions by CSLEA Affiliates of the items listed above shall be promptly filed with the CSLEA Controller.

2. Annually, each CSLEA Affiliate Organization shall provide the CSLEA Controller photocopies of the following items within one hundred eighty (180) days after the close of its fiscal year:

Internal Revenue Tax return or required forms

Franchise Tax Board return or required forms

Profit and Loss Statement

Balance Sheet

Proof of Bond and renewal date

Statement of Officers by Domestic Nonprofit Association with Secretary

of State

3. Additionally, each Affiliate Organization shall notify the CSLEA Controller, in writing, the dates of election of officers, and within thirty (30) days after the election of officers provide the CSLEA Controller the names, addresses and phone numbers of its officers.
4. The CSLEA Controller may inspect and/or audit or have an outside inspection or audit of all books and records of a CSLEA Affiliate Organization when authorized by the Executive Committee or Board of Directors when thirty (30) day notice has been given to the Affiliate.
5. Failure to comply with any of the Affiliate Organization Standards shall be just cause for the Board of Directors to suspend all rights and privileges of the affiliate.
6. The Controller shall withhold funds to Affiliate Organizations of CSLEA for failure to comply with the CSLEA Constitution or Standing Rules and/or for failure to pay monies owed to CSLEA by the affiliate.

**Section D. Fiscal Policies**

1. Applicability

Fiscal policies contained in the Constitution and Standing Rules shall apply to all of CSLEA.

2. Credit Cards

Credit cards in the name of CSLEA will be issued and used only for authorized business purposes of the corporation.

3. Personal Financial Transactions

Any transaction between CSLEA and (1) a Director or employee with a financial interest in the transaction or (2) an entity in which the Director or employee has an interest or for which he serves as a Director, must be approved by a majority vote of disinterested Directors prior to the transaction and otherwise in accordance with the California Nonprofit Corporation Law. Furthermore, no loans/salary advances shall be approved or made without a substantial business purpose to benefit the corporation, and approval of such loans must be made by the Executive Committee or Board of Directors in accordance with the California Nonprofit Corporation law.

**ARTICLE IX**

**VOTING PRIVILEGES/GOOD STANDING**

**Section A. Reinstatement of Voting Privileges**

1. Documentation

Any Affiliate which has had its rights and privileges suspended due to failure to meet Affiliate Standards shall have them restored by providing evidence to the Executive Committee that all documents, as referred to in Affiliate Standards, have been met and provided to CSLEA.

2. Petition

Upon recommendation of the Executive Committee, the Affiliate shall petition the CSLEA Board of Directors to have their voting privileges reinstated. This item shall be the third order of business after roll call and minutes of the last meeting.

**Section B. Good Standing**

1. Good Standing Defined

Only members in good standing are eligible to sit as a voting member on the CSLEA Board of Directors or hold an elected or appointed constitutional office in the CSLEA organization.

For the purpose of this section, good standing shall be defined as:

- a. Being a rank and file member of CSLEA for three (3) or more consecutive years immediately prior to holding office.
- b. Not being under censure or having been expelled or suspended from CSLEA membership within the three (3) year period prior to holding office.
- c. Not having actively supported any organization that has participated in any decertification or unit modification action in opposition to the CSLEA Board of Directors or the CSLEA Constitution.

This provision can be waived on a case-by-case basis by a majority vote of the Board of Directors or its designee. (Amended 2-25-95)

**ARTICLE X**

**PROCEDURE FOR FILING DISCIPLINE CHARGES**

**Section A. Procedure for Filing Discipline Charges Defined**

1. Charges shall be in writing and shall be signed by the member or members bringing the charge. The charges shall be specific, citing in detail the nature, the date, and the circumstances of the alleged offense and, where violation of a Constitution or Standing Rules provision is alleged, the specific sections shall be cited, along with the specific act or omission which constitutes the alleged violation. The charge shall be filed with the President of CSLEA or, if he/she is a directly interested party, the Senior Vice President of CSLEA. Such officer shall forward such charge to members of the Hearing Committee.
2. Charges must be brought within one (1) year of the occurrence of the act or omission or within one (1) year of a member reasonably learning of same.
3. The charges shall be served by registered mail, return receipt requested, to the address last made known to CSLEA by the member involved. Alternatively, service may be made personally. However, without a hearing, the Hearing Committee, by conference or conference call, may by unanimous vote determine the charges have no merit. Such decision may be appealed in the same manner as Section D, Appeals, below.

**Section B. Hearing Procedures**

1. The President of CSLEA shall annually and/or reaffirm a five (5) member Disciplinary Hearing Committee to serve for a one (1) year term. The Hearing Committee shall receive a copy of charges filed against a member, employee, or officer of CSLEA from the President or Vice President.
2. A copy or additional copy of the charges shall be sent to the Accused to their last known address on the books of CSLEA, or personally handed to them within fifteen (15) days after the charges are received from the President or Senior Vice President of CSLEA and at least thirty (30) days before a hearing date. The Disciplinary Hearing Committee shall similarly serve on the Accused a statement of the date, time and place of such hearing on such charges, scheduled no less than thirty (30) days nor more than ninety (90) days after the receipt of the charges by the Accused. No later than fifteen (15) days prior to the date of hearing, the Accused shall file a Statement of Defenses which sets forth in substance the Accused's position relative to the charges and which identifies any witnesses and/or documents the Accused intends to call or introduce at the hearing. At the hearing, the Accused will not be permitted to assert a position, call any witness, or introduce any document not addressed in the Statement of Defenses. The failure to file a Statement of Defenses will be deemed a waiver of the Accused's right to a hearing on the charges.
3. The Accused shall have the right to cross-examine any witnesses against them, the right to present a written answer to the charge, to present witnesses in their own behalf, the right to be presumed innocent unless proven guilty, and the right to choose either an open or a closed hearing. The burden of proof involved is the preponderance of evidence and the burden lies with the accuser. The rules of evidence shall not apply and the Disciplinary Hearing Committee may rely on any information which would be considered by a reasonable person in the ordinary course of affairs.
4. The Accused does have the right to be represented by any member or officer of CSLEA. Representation by an attorney is not allowed.
5. The charging party will have the right to present testimony, the right to select a person of his/her own choosing, who is a member or officer of CSLEA, to present the case. Representation by an attorney is not allowed. The charging party or his/her chosen representative shall present the charges, and also have the right to cross-examine any witnesses, including the Accused, who does testify on behalf of the Accused.

6. Members of the Disciplinary Hearing Committee may also be members of the Board of Directors of CSLEA.
7. The Disciplinary Hearing Committee may be advised by an attorney.

**Section C. Penalties**

The Disciplinary Hearing Committee may, if it finds the accused person guilty, assess any one or more of the following penalties:

1. A formal reprimand, accompanied by a formal warning, against any repetition of the act or omissions of which the Accused is guilty.
2. Full or partial restitution, where the consequences of the offense can be measured in material terms.
3. A fine of not less than \$1,000 nor more than \$4,000 per occurrence.
4. Censure as defined by the CSLEA Constitution.
5. Removal from office.
6. Suspension from membership for specified period of time.
7. Expulsion from membership.

If the charges are not sustained, or the Disciplinary Hearing Committee or the appellate body is convinced that charges were not brought or were continued to be prosecuted by the charging party even as new evidence was presented, without reasonable basis, or in bad faith, or actuated by improper malice, the committee or the appeal body may impose such penalty on the charging party as in its judgment is deemed proper under the circumstances. In any such case, the party against whom the penalty is imposed shall have the same right to appeal the imposition of the penalty if it is imposed by the Disciplinary Hearing Committee, as would exist if he/she initially had been charged and had a hearing before the Committee. The penalty imposed must be one such as set forth above in Section C.

All decisions shall be rendered by the Disciplinary Hearing Committee and transmitted to the parties within thirty (30) days following completion of the hearing except by mutual consent of the charging party and the Accused.

Such decision shall be in writing and shall be transmitted by registered mail, return receipt requested, to the charging party and to the Accused, simultaneously.

Withdrawal of charges: The charging party(ies) may withdraw the charges, only if done in writing by registered mail, return receipt requested, or in person to the Hearing Committee Chair.

**Section D. Appeals**

1. The appeal body shall be the CSLEA Board of Directors, excluding the Accused if on the CSLEA Board of Directors.
2. Either party may, within thirty (30) days following receipt of the decision, file an appeal. The appeal shall be filed to the appeal body and the opposing party simultaneously. The appeal shall be in writing and shall be accompanied by a copy of the original charge and of the decision which is being appealed. The appeal shall set forth in substance the appellant's reasons for believing the Hearing Committee was in error and the nature of the error. The appeal shall be limited to the evidence

which was presented to the Disciplinary Hearing Committee. No evidence which was reasonably available at the time of hearing by the Disciplinary Hearing Committee shall be considered on appeal.

The appeal shall be served by registered mail, return receipt requested, or in person, upon the appeal body and the opposing party. The opposing party shall have thirty (30) days in which to respond to the appeal.

3. The appeal body shall determine the matter, if reasonably possible and after allowing for the time frames for a response from the opposing party, at the next scheduled meeting of the CSLEA Board of Directors. The decision of the appeal body shall be effective immediately.
4. If the appeal body grants the appeal, the matter shall be remanded to the Disciplinary Hearing Committee who shall conduct further proceedings which are consistent with the decision of the appeal body.
5. The Disciplinary Hearing Committee and the appeal body may each set forth rules and regulations as to the procedures of a hearing and/or appeal, as long as same are not inconsistent with these procedures.
6. The appeal body shall render its decision in writing and transmit such decision to both parties within thirty (30) days following the completion of the appeal hearing except by mutual consent of the appellant and the respondent. Such decision shall be in writing and shall be transmitted by registered mail, return receipt requested, to both appellant and respondent, simultaneously. In addition, a copy of the decision shall be forwarded to the official headquarters for the appropriate action.
7. Neither the charging party nor the Accused have the right to be represented by an attorney. The CSLEA Board of Directors may be advised by an attorney.

**Section E. Exhaustion of Remedies Within CSLEA**

No officer or member of CSLEA shall resort to judicial proceedings of any kind, before any forum, with regard to any matter pertaining to this organization or its Affiliates, or his/her office, until all remedies provided for within the Constitution and Standing Rules have been fully exhausted, provided the foregoing shall not apply where the action was initiated to prevent the loss of rights under an applicable statute of limitations and the member or officer has diligently pursued his or her internal remedies.

**Section F. Member/Affiliate Organization Reinstatement**

Membership terminated under this Section shall only be restored by a three-fourths vote of the Board of Directors.

**ARTICLE XI**

**ARBITRATION PROCEDURES FOR DISCRIMINATION CLAIMS**

**Section A. Mediation of Discrimination Disputes**

1. In the event there is a dispute under Article XXII (c) of the Constitution, before invoking the arbitration procedures set forth below, the parties shall first participate in the mediation of the dispute.
2. The mediator shall be selected by mutual agreement. If mutual agreement is not reached, the parties shall select a mediator through AAA by procuring a list of seven (7) names and alternately striking names until one remains. The mediation shall be conducted informally. The cost of mediation shall be borne by the parties equally.

3. At least ten (10) business days before the date of mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party. If a subsequent dispute will involve third parties, such as insurers, they shall also be asked to participate in the mediation.
4. If the dispute is not resolved, either party may invoke the arbitration procedure set forth below.

**Section B. Arbitration of Discrimination Disputes**

1. If the parties are unable to resolve a dispute under the Constitution through mediation, they shall submit any such dispute (whether based on contract, tort, or statutory duty or prohibition, including any prohibition against discrimination or harassment) to arbitration in accordance with California Code of Civil Procedure, sections 1280 through 1294.2. Arbitration shall be final and binding. Either party may enforce the award of the arbitrator under Code of Civil Procedure, section 1285. The parties understand that they are waiving their rights to a jury trial.
2. The party demanding arbitration shall submit a written claim to the other party setting forth the basis of the claim and proposing the name of an arbitrator. The responding party shall have ten (10) business days in which to respond to this demand in a written answer. If this response is not timely made, or if the responding party agrees with the person proposed as the arbitrator, then the person named by the demanding party shall serve as the arbitrator. If responding party submits a written answer rejecting the proposed arbitrator, then, unless the parties agree on an arbitrator, the parties shall select an arbitrator by receiving a list of seven (7) names from AAA and alternately striking until one (1) name remains who shall be appointed as the arbitrator.
3. No one who has ever had any business, financial, family or social relationship with any party to this agreement shall serve as an arbitrator unless the related party informs the other party of the relationship and the other party consents in writing to the use of that arbitrator.
4. The arbitration shall take place in Sacramento, California, at a time and place selected by the arbitrator. A pre-arbitration hearing shall be held within ten (10) business days after the arbitrator's selection. The arbitration shall be held within sixty (60) calendar days after the pre-arbitration hearing. The arbitrator shall establish any deadlines necessary to accomplish this goal.
5. Each party shall be entitled to discovery of the central documents and witnesses, as determined by the arbitrator. No less than thirty (30) calendar days before the arbitration, a party may serve a document or request calling for any document that would be discoverable in civil litigation. The parties served with this request shall deliver the requested documents and any objections within five (5) business days. The arbitrator may resolve any dispute over the exchange of documents. Each party may take no more than three (3) depositions unless additional depositions are allowed by the arbitrator for good cause. All depositions must be completed as of fourteen (14) calendar days before the arbitration hearing. The arbitrator may resolve any dispute over the depositions, as they would be resolved in civil litigation.
6. The arbitrator shall have the powers provided in California Code of Civil Procedure, section 1282.2 through 1284.2, and may award any remedy that would be available in a court of law.
7. Within thirty (30) days after completion of the arbitration, the arbitrator shall submit a tentative decision in writing specifying the reasoning for the decision and any calculations necessary to explain the award. Each party shall have fifteen (15) days in which to submit written comments to the tentative decision. Within ten (10) days after the deadline for written comments, the arbitrator shall announce the final award.

8. CSLEA shall pay the arbitrator's expenses and fees, all meeting room charges and any other expenses that would not have been incurred if the case were litigated in a judicial forum having jurisdiction over it. Unless otherwise ordered by the arbitrator, each party shall pay its own attorneys fees, witness fees and other expenses incurred by the party for his or her own benefit.
  
9. The arbitrator may award the prevailing party his or her expenses and fees of arbitration, including reasonable attorney's fees and witness fees, in such proportions as the arbitrator decides.