

**CHEFS DE CUISINE ASSOCIATION OF
ST. LOUIS**

Incorporated

BY-LAWS

**Final Copy
June 19, 2006**

Article I

Organization

- A. The Chefs de Cuisine Assn. of St. Louis Inc... is a culinary Association of Professional Chefs, Culinary students and apprentices, Associate and Allied Members, and Culinary educators engaged in the preparation and service of food in commercial feeding establishments in the St. Louis area. The Association shall be non discriminatory with regard to race, color, gender, religion, or national origin.
- B. The Chefs de Cuisine Association of St. Louis Inc. is a not-for-profit Corporation incorporated under the Laws of the State of Missouri in 1927 and renewed in 1988. The Chefs de Cuisine Association of St. Louis operates under the Internal Revenue Service Code 501 C (6).
- C. For purposes of this document, references to “the association”, “the corporation” or “the chapter” shall be deemed to mean The Chefs de Cuisine Association of St. Louis Inc.

Article II

Purpose

The on-going purpose of the Chefs De Cuisine Association of St. Louis, Inc. is:

- A.) To promote the culinary profession in the food industry, general public and government agencies; to promote and recognize professionalism in all culinarians.
- B.) To develop educational programs to improve the culinary knowledge of each of it’s members.
- C.) To promote certification in the food service industry and to educate the general public to the same.
- D.) To develop an apprenticeship program and post secondary culinary educational programs, to insure the apprentices and students arc adequately trained for the industry.
- E.) To inform it’s members of government regulations that effect the culinary profession and to provide a professional information service to government agencies, when requested, on matters concerning the culinary profession.
- F.) To promote healthy, sanitary and quality food production in the food service industry and the general public.

Article III

Affiliation

The Chefs de Cuisine of St. Louis Inc. is an affiliate of The America Culinary Federation. When the Association is referred to in correspondence or publication it shall be referred to as “ACF Chefs de Cuisine Association of St. Louis”. Any formal affiliation agreement with any National Organization shall be reviewed by Legal Counsel for compliance with Missouri Corporation Statutes, and shall be ratified by a majority of the voting members.

Article IV

Definitions

- A.) A.C.F. is the American Culinary Federation.
- B.) A.A.C. is the American Academy of Chefs, Inc.
- C.) A.C.F. C.C.F. is the Chef and Child Foundation, Inc.
- D.) St. Louis Chefs De Cuisine Educational Foundation: The Educational Foundation of the Chefs de Cuisine Association Incorporated as an independent Not-for-profit Corporation under Internal Revenue Service Code 501 C(3).
- E.) The Spirit of St. Louis is the official monthly publication of the Chefs De Cuisine Association of St. Louis, Inc.
- F.) W.A.C.S. is the World Association of Chefs Societies.

Article V

Membership

- A.) General membership will consist of categories as described below in Article VI.
- B.) Voting members shall be those classes of members granted voting privileges.

Article VI

Membership Levels

1. Class A, Active
2. Class B Senior
3. Class C Life Senior Member
4. Class D Honorary
5. Class E Junior Members

6. Class F Junior Culinarians
7. Class G Associate
8. Class H Allied

1. Class “A” Active Member

A.) Executive Chefs, Chefs de Cuisine, Sous Chefs, Working Chefs, Banquet Chefs, Pastry Chefs and Culinary Educators, or any qualified person in the culinary profession approved by the membership committee and Governing Body.

B.) Active Members shall be eligible to hold any elected or appointed office of the Chefs de Cuisine Association of St. Louis, Inc.

C.) Shall have one vote in the elections of officers and any general business proceedings of the Chefs de Cuisine Association of St. Louis, Inc., and receive the rights and privileges as established by the Executive Board of Directors.

D.) Must have a minimum of 3 years of experience in any position as stated in Section 1A, or a Certified Sous Chef certification or above.

2. Class “B” Senior Member

A Senior member shall be at least 62 years of age, retired from employment and have been an ACF Active member in any category for at least 10 years. Regardless of age, a member with at least two years tenure in any category who is permanently and totally disabled from culinary employment shall be eligible for Senior membership. Senior Members retain the rights and privileges for the membership category from which they retired.

Senior Members shall be exempt from Chefs de Cuisine Association of St. Louis Inc. local dues, and ACF National dues shall be paid by The Chefs de Cuisine Association of St. Louis

Class “C” Life Senior Member

A Life Senior Member shall be an Active Member who is at least 65 years of age, retired from employment, and been a Chapter member in good standing for at least 10 years. Life Senior members shall be exempt from chapter and ACF dues for life. They shall have the rights and privileges of an Active Member including the right to vote and hold Chapter and National Office.

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Class “D” Honorary Member

A.) The Executive Board may recommend the nomination of worthy individuals to the position as honorary member.

B.) There shall be no due charges to an honorary member.

C.) Honorary members shall not be eligible to hold elected or appointed office. They shall not have a vote for election of officers unless elected to this category from a category of membership that has a vote and receives the rights and privileges as established by the executive committee.

D.) Retired associate and allied members shall be considered for honorary lifetime membership upon approval of the Executive Board.

4. Class "E" Junior Member

A.) Junior members will have a maximum membership of 4 years, after which time the member will be reviewed by the membership committee. If a junior member does not meet the active membership criteria, he or she will stay a junior chef member, but will be reviewed annually.

B.) May be a student enrolled in a post secondary culinary education program.

C.) May be a registered apprentice as defined by apprenticeship training program.

D.) Shall be eligible to serve on a chapter committee but may not hold Active Chapter elected office.

E.) Shall have one half (1/2) vote in the election of officers and any general business proceedings.

5. Class "F" Junior Culinarian

A Junior Culinarian shall be a high school student between 16 and 18 years of age who is enrolled in a vocational program. Junior culinarians shall have no vote.

5. Class "G" Associate Member

A.) Associate Members shall be a representative of a group, company, or corporation providing products or services to the culinary profession, or who wishes to support and promote the ACF and the culinary profession.

B.) Shall not be eligible to hold elected or appointed office, but may serve on a committee or serve as a committee chair.

C.) Shall have no vote for election of officers and no vote at any general business proceedings, receives the rights and privileges as established by the Executive Board.

6.) Class "H" Allied Member

A.) Shall be a person or a professional association employed in fields related to the culinary profession, (such as, but not limited to dietitians, home economists, food stylists etc.) who does not qualify as an active, associate, or junior member.

B.) Shall not be eligible to hold elected or appointed office, but may serve on any committee or serve as a committee chair.

C.) Shall have no vote for election of officers or no vote at any general business proceedings and receive the rights and privileges as established by the Executive Board.

Article VII

Quorum

- A.) A quorum at a general membership meeting will shall be 25% of all eligible voting members present, with a simple majority of the votes cast to pass any motions or legislation.
- B.) A quorum of officers will constitute a two-thirds (3) majority of officers present at a general membership meeting.
- C.) The Quorum to conduct business for the governing body of the Chefs De Cuisine Association of St. Louis, Inc. is 40% of the eligible voting members.
- D.) The quorum to conduct business for the Executive Board of the Chefs De Cuisine Association of St. Louis, Inc. is two-thirds (three) of the eligible voting members.
- E.) Voting members in any class who reside more than fifty (50) miles from St. Louis, Missouri shall be determined to be “Corresponding Members” and shall not be included in determining a quorum , unless present at meeting.

Article VIII

Administration

- A.) Chief Executive Officer:

The President of the Chefs de Cuisine Association of St. Louis, Inc. is the Chief Executive Officer of the local chapter and the presiding officer of all chapter meetings and functions.

- B.) The Executive Board of Directors:

The Executive Board of Directors shall consist of: The Chairman of the Board, President, Vice-president, Secretary and Treasurer, and will oversee all operations including finances. These are all voting members, each having one vote.

- C.) Governing Body

The Executive Board of Directors and all committee chairs are the governing body of the Chefs Dc Cuisine Association of St. Louis, Inc. These are all voting members, each having one vote, according to membership classifications as stated in bylaws, Article I.

- D.) All expenditures, exceeding \$10,000.00 , other than normal operating expenses, must be presented to, and approved by the general membership-

Article IX

Officers and Responsibilities

The Elected Officers of the Chefs de Cuisine Association of St. Louis, Inc. are as follows:

President

Vice-president

Secretary

Treasurer

Chairman of the Board (Ex-officio)

Section 1. Qualifications required to hold elected office are:

- A.) Shall be an active or senior member of the Chefs Dc Cuisine Association of St. Louis, Inc. for a minimum of one year or longer and must maintain membership while holding office.

Section 2. Terms of office.

All officers may serve two (2) elected terms of two (2) years each.

Section 3. President -

A.) The President will preside at all meetings of this association, the Executive Board of Directors, the Governing Body, and is a member with power to vote. The President is automatically a member of all standing committees, except the Nomination and Election Committees. He/She shall enforce order and decide all questions of order without debate subject to an appeal by any member in good standing. Shall perform such other duties as are usually incidental to the office. Shall appoint all regular and special committees and all officers not elected, and appoint a nomination chair for election of new officers.

B.) The President may only serve two elected terms.

C.) The President, upon leaving office, will automatically assume the office of Chairman of the Board and remain a member of the Executive Committee, until the next change of Presidents.

D.) Must countersign any Chefs Dc Cuisine Association of St. Louis, Inc. check exceeding \$2500 with the Treasurer.

E.) Shall nominate the Standing Committee Chairs for approval by the Executive Committee and appoint Ad-Hoc Committee Chairs.

F.) Is an ex-officio member of the Board of Trustees of the St. Louis Chefs Dc Cuisine Educational Foundation.

Section 4. Vice-President -

- A.) Shall act in the capacity of the President in the absence of the President and perform other duties as designated by the President. Shall assume the office of President in the event that the President is permanently unable to fulfill the duties of his/her office.

Section 5. Secretary -

- A.) Is the recording officer of the Chefs De Cuisine Association of St. Louis, Inc. Is responsible for keeping the records of all proceedings of the association; general meetings, governing body meetings, executive board meetings and/ or any special meetings convened by the President.
- B.) Will prepare the proceedings of the prior meeting and submit same for print.
- C.) Sign all official documents and certificates.
- D.) Responsible for calling roll as directed or required.
- E.) Perform other duties as designated by the President.

Section 6. Treasurer -

- A.) Responsible for, and keep a full and accurate record of all receipts and disbursements.
- B.) Make all bank deposits in a timely manner.
- C.) Prepare monthly financial reports with copies for the President and Secretary and to be prepared to present an oral report of finance to the membership at all monthly meetings and all governing body meetings.
- D.) Is responsible for paying all operating expenses, not to exceed \$2500.
- E.) Make available all financial records for annual audit by a professional auditing firm
- F.) Keep a record of paid dues and all receipts.
- G.) Perform other duties as designated by the President.

Section 7. Chairman of the Board

- A.) Will be the immediate Past President and remain a member of the Executive Committee until the next change of Presidents.
- B.) Serves as an advisor to the Executive Board.
- C.) Perform other duties as designated by the President.

Section 8. Officers' Expenses –

- A.) The President's travel, lodging and registration for A.C.F. national conventions and A.C.F. Central Regional Conferences will be paid for by the Chefs Dc Cuisine

Association of St. Louis, Inc, for the purpose of attending the Board of Governors Meetings, and representing the chapter at said Board of Governors meetings.

B.) If the President is unable to attend, the Vice-President shall attend and expenses will be covered.

C.) If the President or Vice-President is unable to attend, one of the remaining Executive Board Members will be appointed to represent the chapter, and expenses shall be paid as stated in "A" above.

D. Above stated actions shall be approved by the Executive Board as they occur.)

Article X

Indemnification of Officers and Governing Body Members, Insurance

Each Officer or Member of the Governing Body, past or present, of the Chefs De Cuisine Association of St. Louis, Inc., and his or her legal representatives, shall be indemnified by this Corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or her, or his or her estate, in connection with or arising out of any action, suit, proceeding or claim in which he or she is made a party by reason of his or her being or having been such Officer or Governing Body member, and any person who, at the request of this Corporation shall serve as Director or Officer of another corporation in which this Corporation held an interest of any type, and his or her legal representatives, shall, in like manner, be indemnified by the Corporation so requesting him or her to serve; provided that, in neither case shall the Corporation indemnify such Director or Officer with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for wanton or intentional misconduct in the performance of his or her duties as such Officer or Governing Body Member. This indemnification herein provided for, however, shall apply also in respect to any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Officer or Governing Body Member (including expenses, counsel fees and costs reasonably incurred in connection therewith) provided the Governing Body of the Corporation shall have first approved such proposed compromise settlement and determined that the Officer or Governing Body Member involved was not guilty of wanton or intentional misconduct, but in taking such action any Officer or Governing Body Member involved shall not be qualified to vote thereon. In determining whether or not an Officer or Governing Body Member was guilty of wanton or intentional misconduct in relation to any such matters, the Governing Body may rely conclusively upon an opinion of independent legal counsel selected by the Governing Body. The right of indemnification herein provided shall not be exclusive of any other rights to which such Officer or Governing Body Member may be lawfully entitled.

The Corporation may purchase and maintain insurance on behalf of any person who is or was an Officer or Governing Body Member, Employee or Agent of the Corporation, or is or was serving at the request of the Corporation as an Officer or Governing Body Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or

her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions hereof.

Article XI

Contracts, Loans, Checks and Deposits

1. Contracts - The Governing Body may authorize any Officer or authorized agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and the extent of such authority shall be expressly set forth therein.
2. Loans - No loans shall be made on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Governing Body, and the extent of such authority shall be expressly set forth therein.
3. Checks, Draft, etc. - All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed or endorsed by such Officer or authorized agent of the Corporation, and in such manner that the Governing Body shall from time to time determine by resolution.
4. Deposits - All funds of the Corporation not otherwise supplied shall be deposited in the name of the Corporation in such banks, trust companies or other depositories as the Governing Body may determine.

Article XII

Bonding

The President, Treasurer, and any other officer authorized to execute checks, drafts, encumbrances, or contracts on behalf of the Association may be covered by a surety bond, unless waived by vote of the Executive Board, such bonding fees to be paid by the Association

Article XIII

Standing Committees

A. The Standing Committees for the Chefs De Cuisine Association of St. Louis, Inc. are as follows:

1. Certification
2. Program
3. Continuing Education
4. Culinary Arts
5. Apprenticeship
6. Fund-Raising
7. Chef and Child Foundation
8. Membership

9. Public Relations

These committees are subject to change at any time and new committees can be added by the decision of the Governing Body. They may or may not be active at any given time.

B. Ad Hoc Committees:

1. By-Laws
2. Ethics
3. Nominations and Elections

Article XIV

Fiscal Year

The fiscal year of the Chefs De Cuisine Association of St. Louis, Inc. begins on January 1 and runs through December 31 of the same calendar year.

Article XV

Removal of Officers

Section 1. Any accusation of malfeasance or unethical conduct on the part of an elected officer of the Chefs De Cuisine Association of St. Louis shall be presented in writing to the -Executive Board. Accusations shall outline in detail the malfeasance or unethical conduct alleged. The accused person shall be given ten (10) days to respond in writing to the charges, and shall be granted all rights of due process. The Ethics Committee Chairperson will investigate the accusations and report findings to the Governing Body as soon as possible, however in no case longer than thirty (30) days after the response of the Accused Party. The accused party shall not sit as a member of the Governing Body considering charges. The governing body shall rule on the validity of the charges, and if charges are upheld the accused shall be removed from office.

Section 2. Any Standing Committee Chair may be dismissed by a majority vote of the Governing Body.

Article XVI

Nominations and Elections

Section 1. The President will appoint a Nominations Chair at the June meeting of the election year. The Nominations Chair will appoint three members to their committee, none of which are nominees for office. They will solicit the membership to find the best suitable members for chapter officers. The proposed slate of candidates will be announced at the September meeting. Nominations will be accepted from the floor, upon conclusion of this process, nominations will then be closed. A letter of intent will be sent to all candidates and the Nomination Committee will then become the Election Committee. Ballots will be sent to all active, senior, and junior members. The ballots will

be counted at the November meeting. Installation of Officers will be conducted at the January meeting.

Section 2. Vacancy in Office: In the event of a vacancy in an elected office, other than President, the vacancy will be filled by appointment by the President with the advice and consent of the Governing Body.

Article XVII

Removal from Membership

Any accusation of unethical conduct, violation of by-laws, or violation of The Culinarian's Code on the part of any member shall be presented in writing to the chairperson of the Ethics Committee, detailing the alleged violation or unethical conduct. The accused person shall have the right to review the allegations, answer these allegations in writing, and be afforded all due process. This should be accomplished within ten (10) working days. The ethics committee will investigate the allegations and present their findings to the Governing Body. The Governing Body shall consider all evidence and retain or remove the accused from membership.

Article XVIII

Refusal of Membership

If during the investigation of information provided on an application, it is discovered that the applicant has provided false information, violated the Culinarian's Code, conducted or been involved in unethical, immoral and or other devious practices, the Chefs de Cuisine Association of St Louis, Inc. has the right to deny membership.

Article XIX

Membership Dues

Section 1. All dues are annual and are due in the month membership is granted. Persons in arrears 60 days or more will be deleted from membership mailings and will lose all membership privileges.

Section 2. Dues rates, late fees and any other fees will be set by the Governing Body.

Article XX

Conflict of Interest

A.) No member of the Governing Body shall use their position for personal gain during the performance of their assigned duties. To do so would be a violation of the Culinarians' Code and the offender would be subject to disciplinary actions as stated in Article XV of the bylaws.

B.) Each individual acting in any capacity for the Chefs De Cuisine Association of St. Louis, Inc. shall be required to complete and sign a conflict of interest disclosure.

Article XXI

Benevolent Policy

This policy is for aiding any member, member's family, or charity that is in dire need of monies during times of catastrophe or personal plight. The governing Body will administer these monies after careful deliberation of each case presented for deliberation.

Article XXII

Amendments

Section 1.

A. Amendments to this document are authorized.)

B. 1. Any proposed amendments shall be in writing signed by no less than ten (10) Active/Senior members. Proposed Amendments shall be delivered to the By-Laws Chairperson. The By-Laws Chairperson shall present the proposed Amendments to the Governing Body at the next regularly scheduled meeting. The Governing Body may accept the Amendments as presented or request modifications to the proposed Amendments. If accepted the proposed Amendments shall be published in The Spirit of St. Louis and/or official Chapter website and scheduled for a vote at the regular meeting sixty (60) days hence.

2. If the proposed amendments are returned to the proposing members for modification, these members will have the opportunity to attend the next meeting of The Governing Body to discuss Amendments in person. The modified Amendment(s) shall then be published in The Spirit of St. Louis and /or official Chapter website for a vote sixty (60) days hence.

C. Any proposed amendments signed by thirty percent (30%) or more of the Active/Senior members shall be automatically published in The Spirit of St. Louis and/or official Chapter website for discussion at the regularly scheduled meeting sixty (60) days hence.

- D. Written notice by mail or publication in the Spirit of St.Louis and/or official Chapter website of proposed By-law changes shall be sent to each voting member at least 60 days prior to the scheduled meeting for voting on such changes.

Section 2. Voting

- A. Any proposed amendment will require a 2/3 (66.6%) majority vote of the votes represented by an established quorum at general or special meeting.
- B. Absentee Ballots are authorized.
- C. The president shall appoint an Absentee Ballot Official thirty (30) days prior to the meeting at which voting is scheduled. Those members unable to attend the meeting may request an Absentee Ballot corresponding to their membership category. Votes will be cast on this ballot and it shall be returned to the Absentee Ballot Official in a sealed envelope. At the scheduled meeting the Absentee Ballot Official will open and tabulate the absentee Ballots in the presence of an official witness appointed by the President. The Absentee Ballot Official will announce the number of ballots received and this number shall be counted in the Quorum. After the floor vote, the Absentee Ballot Official shall announce the yea and nay Absentee vote count which shall be entered into the official vote count.
- D. Mail ballots are authorized, and a 2/3 (66.6%) majority vote of the votes represented by the ballots returned by the established deadline shall be required for passage of the amendment.

Article XXIII

Meetings

- A.) Regular meetings of the Chefs De Cuisine Association of St. Louis, Inc. will be conducted on the third Monday of each month or as otherwise published in The Spirit of St. Louis and/or official Chapter website .
- B.) The rules contained in the current edition of Robert's Rules of Order, newly revised, shall govern this association in all cases to which they are applicable and where they are not inconsistent with these bylaws and any special rules of order this association may adopt.

Article XXIV

Dissolution

A.) The Chefs de Cuisine Association of St. Louis, Inc. may be dissolved by the affirmative vote of 75% of the eligible voting members. A special meeting must be called for such a purpose, with at least sixty days notice being sent by certified mail to all eligible voting members.

B.) In the event of the dissolution of the Chefs de Cuisine Association of St. Louis, Inc., all funds remaining after the payment of debts and obligations will be distributed to legitimate charities, or other not for profit corporations, not to exceed three, as directed by the eligible voting members.

Enactment:

These By-Laws; having been enacted this 19th day of June, 2006 at a meeting of the Chefs de Cuisine Association of St Louis Inc., by an affirmative vote of 100%, a quorum having been established, shall supersede any and all previous governing documents, and shall be the sole governing document of the Chefs de Cuisine Association of St. Louis Incorporated.

_____ By-Laws Chairperson Date _____

_____ Secretary Date _____

_____ President Date _____

State of Missouri, County of St. Louis. On this ____ day of _____, 20____ before me personally appeared the above noted persons to me known to be the persons described, who executed the foregoing instrument and acknowledged they executed the same.

In testimony whereof I have hereunto set my hand and affixed my official seal in the County of St. Louis, State of Missouri, the day and year written above.

_____ Notary Public

My Commission Expires _____