

**BYLAWS  
TECHNICAL EMPLOYEES' ASSOCIATION  
Seattle, Washington  
(As amended through ~~August 2018~~)**

The Technical Employees' Association of King County, Seattle, Washington, hereafter referred to as the TEA, its officers, representatives and members shall recognize, observe and be bound by the provisions of these Bylaws and the TEA's Labor Contract with King County.

**ARTICLE I  
NAME**

The name of the organization shall be the TECHNICAL EMPLOYEES' ASSOCIATION (and shall be referred to throughout these Bylaws as the TEA).

**ARTICLE II  
OFFICES**

**SECTION A.** The principal office of the TEA shall be in the King County, State of Washington.

**SECTION B.** The TEA's Executive Board shall be free to rent office space to carry out the duties of the TEA.

**ARTICLE III  
DEFINITIONS**

**ABSENTEE VOTE** – The title given a vote of a Full Member of the TEA, which is carried by the Representative to a voting box. (See Article IX, Section C.)

**ANNUAL MEETING** – A general meeting open to all members of the TEA, held once per year. Any TEA business may take place at this meeting. Elections are held for Board Officers at an Annual Meeting. (See Article VIII, Section A)

**BARGAINING UNIT** – A formal subdivision of TEA members recognized by the County as appropriately sharing interest in Collective Bargaining, and for whom a specific Labor Agreement shall apply. (Currently TEA has four Bargaining Units, a Supervisor and Staff Unit in both Transit and Wastewater Divisions.)

**BOARD, EXECUTIVE BOARD** – The Executive Board of the TEA, consisting of the President, Vice-President, Secretary, Treasurer, WTD Bargaining Chair, Transit Bargaining Chair, and Council of Representatives Chair. (See Article VI, Section C)

**BODY** – The abbreviated name for the entire TEA Membership. (See Article VI, Section A)

**BULLETIN BOARD** – The TEA Bulletin Board will hold all notices and pertinent TEA information for the Body.

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**BUSINESS MEETING** – A meeting of the Board for the purpose of conducting day-to-day business. This meeting is open to all Full Members.

**COUNCIL** – The abbreviated name for the Council of Representatives of the TEA. (See Article VI, Section B.)

**DAY-TO-DAY BUSINESS** – Any routine activity experienced by most businesses which does not allow options, and therefore does not require a vote or election by the Body.

**DUES** – Funds paid monthly in an amount set annually by the Board for the purpose of conducting the business of the TEA. Such funds are ordinarily withdrawn automatically by King County from a Member’s payroll to be deposited into the TEA’s bank account. (See Article X, Section A)

**EXECUTIVE SESSION** – An exclusive meeting, called by the Board, for business conducted primarily by the Board. (See Article VIII, Section D).

**FULL MEMBER** – Any King County employee working within a TEA bargaining unit who is in good standing with the TEA; a member whose dues are current. (See Article V – Membership Section A)

**GENERAL ELECTION** – The election by which Board members are selected by the Body during an Annual Meeting. (See Article IX)

**GRIEVANCE** – An actual or supposed circumstance which is regarded as just cause for protest by a member or members of the TEA, and the complaint based on such circumstance. Generally, this will involve an infringement of rights a member of the TEA is entitled to enjoy under TEA’s current collective bargaining agreement with King County. (See Article VII, Section B.)

**IN-ACTIVE MEMBER** – Any Full Member who takes a leave of absence without pay from their employment with King County for longer than thirty (30) days shall be placed on in-active status. (See Article V, Section F.)

**LEVY** – An amount in addition to dues called for by the Board for unforeseen costs to be voted on for approval by the Body. (See Article X, Section B).

~~**NONMEMBER** – Any employee in a TEA-defined bargaining unit who chooses to opt out of joining the TEA. This employee will not be a Full Member. A Nonmember has no voice or vote in the TEA. (See Article V, Section B)~~

**QUORUM** – A simple majority of the Executive Board shall constitute a quorum.

**REGULAR MEETING** – A monthly meeting to be attended by the Board and the Council, and open to any Full Member. (See Article VIII, Section B.)

**REPRESENTATIVE** – A full member of the TEA who is selected by and represents a single work group as a member of the Council of Representatives. (See Article VI.)

**Deleted:** FAIR SHARE – The title given any employee who chooses not to join the TEA for a religious tenet, and the title given his/her dues. This employee will not be a Full Member, but a Fair Share Member with no voice or vote in the TEA. (See Article V, Section B)¶

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SPECIAL ELECTION – An anonymous selection by the body by special ballot for the purposes expressly described in Article IX, Section B.

SPECIAL MEETING – A meeting outside of the Annual or Regular Meeting specially called. (See Article VIII, Section C.)

WORK GROUP – Any group of King County employees under one supervisor or as recognized by the Board as qualifying for a representative.

## ARTICLE IV ORGANIZATION

### SECTION A. BODY

1. Designation – All Members within TEA.

### SECTION B. COUNCIL (Refer also to Article VI, Section B)

1. Designation – The Council of Representatives shall consist of one Representative for every work group within the TEA. (Refer also to Article VI, Section B).
2. Eligibility – Any Full Member within the TEA shall be eligible to be a Representative. Each Representative must agree to serve.

### SECTION C. BOARD

1. Designation – The Executive Board of the TEA shall consist of seven (7) officers: The President, Vice-President, Secretary, Treasurer, WTD Bargaining Chair, Transit Bargaining Chair, and the Council of Representatives Chair,
2. Eligibility for Office – Any Full Member within the TEA shall be eligible to be a candidate for any office in the TEA.

## ARTICLE V MEMBERSHIP

### SECTION A. FULL MEMBER

1. Eligibility: Any person employed by King County, as an employee within the jurisdiction of the TEA will be eligible to become a Full Member of the TEA. Whether such employees have the specific rights of membership is dependent upon full payment of initial assessments, if any, and dues as defined in this Article.
2. Effective Date: Full Members as of June 28, 2018 who had signed and submitted an "Authorization for Wage Deduction to Cover Union Dues" to King County Payroll at the initiation of their employment are considered to be members in good standing on that date with all benefits of Full Members.
3. Employees hired subsequent to June 28, 2018 will be asked to join TEA as a Full Member by signing the "Technical Employees Association membership and Wage Deduction Consent Form" .. New employees must sign the consent form to join TEA within thirty (30) days after receiving the form from TEA.

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- Existing Full Members who decide to opt out of paying dues shall notify TEA in writing, and will become Nonmembers after the end of the last pay period in which dues were paid.

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### **SECTION B. MEMBERS ON DISABILITY**

- Disability: Full Members who are on long-term disability and who have not retired, retain their Full Membership status and has all the rights and benefits pertaining thereto, with the exception that he/she is not required to pay dues to the TEA as long as he/she are on disability status.

### **SECTION C. DELINQUENT MEMBERS**

- Delinquent members are members who fail to pay their dues or a levy within periods prescribed by the Bylaws (See Article X), or the Labor Contract, or any other existing contract between the TEA and any member(s) without prior notice to the TEA.
- Newly delinquent members shall be notified within fifteen (15) days by the Treasurer that they are delinquent, that their membership will be automatically suspended and that they will lose their Full Member status and privileges if full payment is not made within thirty (30) days following such notification. Delinquent members who do not respond within 30 days of notification will be deemed to have opted out of TEA membership and shall become Nonmembers.
- Delinquent members are not entitled to voice or vote in TEA.
- Delinquent members may rejoin TEA at any time by signing the "Technical Employees Association membership and Wage Deduction Consent Form" and paying back dues equivalent to the lesser of the period of delinquency or non-membership up to a maximum of 12 months.

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### **SECTION D. NONMEMBERS**

- Existing members of TEA bargaining units and newly hired employees may decide to not pay dues to TEA. Any employee choosing to not pay TEA dues will become a Nonmember of their TEA bargaining unit. Nonmembers continue to be represented by TEA on matters governed by the Collective Bargaining Agreements and the duty of fair representation.
- Employees newly employed within a TEA bargaining unit who choose to not pay dues or assessments within thirty (30) days of employment will be deemed Nonmembers.
- Nonmembers are not entitled to voice or vote in TEA.
- Nonmembers shall be subject to service fees for any and all representation expenses that relate to individual issues to the full extent allowed by Washington State law, including but not limited to, discipline investigations and interviews, discipline appeals, and other grievances that inure primarily to the benefit of the individual employee. (See Article X)
- Nonmembers shall also be eligible for none of the benefits that arise from TEA's legal representation contract that are not strictly required by the exclusive duty of fair representation or otherwise covered by paid service fees.
- Nonmembers may rejoin TEA at any time by signing the "Technical Employees Association membership and Wage Deduction Consent Form" and paying back dues equivalent to the lesser of the period of delinquency or non-membership up to a maximum of 12 months.

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1. . Elf any xisting member members of any TEA bargaining units and new hires are free to refuses decide to not pay TEA dues as a Full Member, he/she will become a Non-m a Fair Share Member of their TEA bargaining unit. They must state their refusal to join in writing to the Board within one (1) monththirty (30) days of their TEA membership notification. Non-members continue to be represented by TEA on matters governed by the Collective Bargaining AgreementsEach Fair Share Member shall pay appropriate fair share dues to the TEA. (See Article X, Section A2.) Fair Share Members of the TEA shall have no voice or vote in the TEA. and the duty of fair representation.¶  
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### **SECTION E. HONORARY MEMBER**

- Any Full Member of the Body may nominate persons during any Annual or Regular Meeting for honorary membership into the TEA. The nominee for honorary membership must be

outside of the regular membership guidelines, but have performed meritorious service to the TEA or distinguished public service. Nominees may be elected honorary members by a majority vote of the Full members present at the next regular meeting after the nomination. Honorary members shall not pay dues, levies or other charges, and shall have no voice or vote in the TEA. Such membership may be revoked by a majority vote by the Board for just cause.

**SECTION F. RETIRED MEMBERS**

- 1. Any Full Member who retires from employment with the King County (employer) automatically becomes an Honorary Member of the TEA as defined in Section C of this Article.

**SECTION G. INACTIVE MEMBERS**

- 1. Any Full Member who takes a leave of absence without pay from their employment with King County for longer than thirty (30) days shall be placed on inactive status and be considered an inactive member. Such inactive members shall not be required to pay dues and shall have no voice or vote in the business of the TEA, or be eligible to hold office, while on inactive status. All other membership rights shall remain in effect. Upon the employee's return to paid employment status with King County from such a leave, the member's active status and Full Membership shall be automatically reinstated.
- 2. The inactive member may choose to pay dues voluntarily out-of-pocket directly to the Treasurer, in which case they would retain Full Membership status and a voice and a vote in the TEA.

**ARTICLE VI  
PRIVILEGES / OBLIGATIONS**

**SECTION A. FULL MEMBERS**

- 1. Privileges:
  - a. Attendance – Each Full Member of the Body shall have the right to attend any TEA Annual, Regular, Special and Business Meeting, and to participate in such meetings in accordance with the Bylaws of the TEA.
  - b. Vote – Each Full Member will have one (1) vote during each election to use as that member wishes. This vote may be in absentia according to Article IX, Section C. Bargaining unit employees not current on TEA dues are not deemed Full Members or members in good standing and have no voting rights in the TEA.
  - c. Access – Each Full Member shall have all privileges and benefits provided by the TEA, including, but not limited to:
    - 1) the right to lodge a grievance,
    - 2) access to all TEA records and financial audit results,
    - 3) the right to voice concerns and support upon recognition by the presiding officer, or through his/her Representative, at any Annual or Regular meeting, and
    - 4) a copy of the current annual TEA budget along with an explanation of the amount of dues to be deducted from their paychecks.

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1. Delinquent Members are members who fail to pay their dues or a levy within periods prescribed by the Bylaws (See Article X), or the Labor Contract, or any other existing contract between the TEA and any member(s) will be considered a delinquent member. Newly dDelinquent members shall be notified within fifteen (15) days by the Treasurer of the TEA that they are delinquent, and that their membership will be automatically suspended and that they will lose their Full Membership status and privileges if full payment is not made within thirty (30) days following such notification. Delinquent members who do not respond within 30 days of notification will be considered as having opted-out of TEA membership and shall become non-members. Delinquent members are not entitled to a voice or vote in the TEA.¶

Employees newly employed shall sign dues deduction cards and present those to the employer for automatic payroll deduction. Any new employee failing to do so or choosing to not pay dues or assessments within thirty (30) days of employment will be deemed a non-member. ¶ Non-members, delinquent members, and suspended members are not entitled to voice or vote in the Association. ¶ Non-members shall be subject to service fees for any and all representation expenses that relate to individual issues, including but not limited to discipline investigations and interviews, discipline appeals, and other grievances that inure primarily to the benefit of the individual employee. (See Article X)¶

Non-members shall also be eligible for none of the benefits that arise from TEA's legal representation contract that are not strictly required by the exclusive duty of fair representation or otherwise covered by paid service fees.¶

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d. Dissent – A Full Member who is present at any meeting of the TEA and objects to any action taken by the TEA may respectfully state his/her dissent or objection verbally upon being recognized by the presiding Officer, which shall then be entered in the minutes of the meeting, or he/she shall provide his/her signed and dated written dissent or objection to such action to the Secretary at the meeting before the adjournment thereof, or shall forward such dissent by registered mail or delivery in person to the Secretary within five (5) days after the adjournment of that meeting. Such right of dissent shall not apply to a member who voted in favor of such action.

2. Obligations:

a. Full Member dues will be paid according to the provisions in Article X, Section A.

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b. Levies – Each Full Member will be responsible to pay any levies according to the provisions in Article X, Section B.

c. Communication – Each member is responsible for relating their own concerns, comments, grievances, etc., in one of two ways:

1) to their Council Representative, who will then take this communication to the Board at the next Annual or Regular Meeting, or

2) to the Board directly upon being recognized at the next Annual or Regular Meeting.

**SECTION B. COUNCIL**

The Council of Representatives shall be composed of at least one representative from each work group represented by TEA, and will be headed by an elected Chair who shall be a Board member..

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1. Privileges:

a. Vote – Each Representative will, as a Full Member of the Body, have one (1) vote in any election.

b. Meetings – The Council shall meet on a regular basis and shall have the right to call a Special Meeting according to Article VIII, Section C.

2. Obligations: The Council shall discharge on behalf of the TEA such duties as may be imposed upon it by the Board, or a majority vote of the Full Members, or by applicable law, including, but not limited to:

a. Attendance – At least one member of the Council shall attend every Annual and Regular TEA Meeting. If unable to attend a meeting, that Representative will appoint a substitute from its work group to attend the meeting in his/her place. The designated substitute shall have all full privileges and obligations given the Representative.

b. Term of Representation – Each Representative will serve for a single term of two (2) years.

c. Recall from Representation – Representatives of the Council may be recalled for failure

to remain a Full Member in the TEA for more than one (1) month after notification by the TEA Board. A Representative may also be voted out by a majority vote of his/her work group.

- d. Absentee or Proxy Votes – Each Representative will be responsible for the delivery of each absentee or proxy vote entrusted to its care by a member of its work group, to carry and deliver such votes to the appropriate election according to Article IX, Section C.
- e. Communication – Each Representative will be responsible for delivering and voicing any and all communication (comments, concerns, viewpoints, etc.), by its work group to the Board. Each Representative will be responsible for reporting all meeting activities, voting results, and any and all other TEA information to his/her work group in a timely manner.

### SECTION C. BOARD

#### 1. Privileges:

- a. Each Board Officer will, as Full Member of the Body, have one (1) vote in any election.
- b. The Board shall have the authority to act upon all day-to-day business in the name of the TEA during intervals between meetings.
- c. The Board shall have the right to call an Executive Session during any Annual or Regular Meeting according to Article VIII, Section D.

#### 2. Obligations:

- a. Each Officer shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the Bylaws, a majority vote of the Full Members, or by applicable law.
- b. The Board shall be responsible for the administration of the financial, policy, and other day-to-day business affecting the TEA.
- c. Term of Office – All Officers shall be elected for a two year term. Elections shall occur in alternating years as follows: The President, Vice-President and Secretary shall be elected during each even year's cycle, followed the next year by election of Treasurer, the WTD Bargaining Chair, the Transit Bargaining Chair, and the Chair of the Council of Representatives. The Officers shall hold office until the election and installation of their successors, unless recalled from office as provided by these Bylaws in Article VI, Section 2d. No officer shall serve more than two consecutive terms in any one office.

After the first election of the two Bargaining Chairs, the former office of 2<sup>nd</sup> Vice President shall cease to exist.

- d. Recall From Office – A recall election may be initiated by a petition to the Board signed by at least twenty-five (25) percent of the TEA's Full Members. Such a petition shall cite and document the reasons(s) for such a recall election. Recall elections shall be by Special Election according to the provisions of Article IX, Section B. Officers of the TEA may be recalled from office for the following reasons:
  - 1) acts which would discredit the TEA,
  - 2) acts which would prevent the TEA from carrying out the best interests of its

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membership, or

- 3) failure to remain a Full Member in the TEA.
- e. Funds – It shall be the duty of the Board to exercise general supervision and control of the invested funds and property of the TEA. The TEA’s funds may only be invested in accounts or funds which are either federally insured or which are backed by the full faith and credit of the US government.
- f. Audit – The Board shall provide for an annual audit of the TEA’s books by an independent accountant. (See Article XI.)
- g. Attendance – Each Officer shall attend every Annual, Regular and Special Meeting, the call of the President, or a call signed by a majority of the Council.
- h. Communication – The Board shall hear all communication of its Full Members at Annual and Regular Meetings directly through the Representatives, or from individuals when recognized by the presiding officer. If appropriate, the Board will act upon such communication to resolve or clarify issues.
- i. Pre-Bargaining Committee – The Board will act as the Pre-Bargaining Committee in preparation for the bargaining process with King County. (See Article VII, Section C.)
- j. Overseer – The Board shall oversee bargaining activities of the Bargaining Committee and oversee resolution of grievances by the Grievance Committee.
- k. Records – The Board shall maintain appropriate financial, legal and meeting records of the TEA.
- l. Vacancies in Office – When the Presidency becomes vacant by reason of death, resignation, promotion, attrition, or recall, the order of attrition shall take place according to this Article, Section D If. When any other Board office becomes vacant by reason of death, resignation, promotion, attrition, or recall, a successor for the remainder of the current year will be elected by a majority vote of those Full Members present at the next Regular Meeting after the date the office is vacated. If less than six (6) months remain in the term of the vacant office, the Board, by their majority vote, may elect to leave the position unfilled until the next Annual Meeting election.

#### SECTION D. PRESIDENT

1. The President shall discharge on behalf of the TEA such duties as applicable by law, including, but not limited to, the following:
  - a. Preside – It shall be the duty of the President to preside at all meetings of the TEA and at meetings of the Board. The President shall be the executive head of the TEA.
  - b. Signer – Together with the Treasurer or the Vice-President, the President will sign legal and official papers and orders, and checks lawfully drawn from the TEA bank account.
  - c. Enforce – The President shall enforce strict observance of the Bylaws of the Association.
  - d. Report/Record – It shall be the duty of the President to guarantee the execution and filing

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of any reports to the Federal or State authorities, and to oversee the maintenance by the Secretary of such records as the law and these Bylaws require them to be kept.

- e. Chair – The President shall serve as Chairperson on the Nominating Committee and the Political Action Committee. The President shall also be a member ex-officio of all Committees.
- f. Attrition – In the case that the President shall be unable to complete a term of office, he/she shall be succeeded by the Vice-President, Secretary, Treasurer, then Council of Representatives Chair, in that order, provided that the successor shall be a current office holder by election of the membership and not by appointment.

#### SECTION E. VICE-PRESIDENT

- 1. The Vice-President shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the President, these Bylaws or by applicable law, including, but not limited to, the following:
  - a. Assist – The Vice-President shall assist the President in such a manner as the President may determine.
  - b. Preside – In the absence of the President, the Vice-President shall preside at meetings of the Association and of the Board, and shall assume all privileges and obligations of the President during that time.
  - c. Chair – The Vice-President shall be chairperson of the Grievance Committee. The Vice-President shall report in a timely fashion to the Board on the activities of any and all grievances.
  - d. Secure and post on the TEA bulletin board the location for each TEA meeting according to the time limits in Article VIII.

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#### SECTION F. SECRETARY

- 1. The Secretary shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the President, these Bylaws, or by applicable law, including, but not limited to, the following:
  - a. Maintain the accuracy, neatness, and have custody of all documents, records, books and papers (except financial) required by law and belonging to the TEA.
  - b. Execute and send any reports promptly to Federal, State, and local authorities, and keep a complete final copy with the TEA files.
  - c. Conduct the correspondence of the TEA promptly.
  - d. Attest to and authenticate all official TEA documents with his/her signature.
  - e. Keep accurate meeting summaries of each meeting of the TEA and of the Board. Each meeting summary shall be signed and dated by the Secretary.
  - f. Post the meeting summaries for Regular, Special and Annual meetings on the TEA web

site within one week after such meeting.

- g. Maintain the official list of members of the TEA in an accurate and current manner, including separate listings of delinquent, retired, inactive and honorary members, attesting their authenticity with the Secretary's signature.
- h. Serve as Chairperson of the Communications Committee.
- i. Oversee the design, completeness and accuracy of ballots and other forms for elections, and the distribution of any TEA forms, business tools and literature used in the activities of the Nominating Committee.
- j. Distribute required notices to the Full Members, and post appropriate notices to the TEA Bulletin Board.

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#### SECTION G. TREASURER

- 1. The Treasurer shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the President, these Bylaws, or by applicable law, including, but not limited to, the following:
  - a. Receive all moneys and receipts due the TEA, from whatever source, and promptly place them in the TEA bank account. The Treasurer shall disburse the same only by check signed by him/her and the President or Vice-President.
  - b. ~~Keep the TEA funds in an account at a bank, which is either federally insured, or which is backed by the full faith and credit of the US government.~~
  - c. Maintain and keep current and accurate records of members' dues, levies, payments, and all other financial transactions.
  - d. Notify members within fifteen (15) days of their financial delinquency. (See Article V, Section D.)
  - e. Be prepared to exhibit receipts and vouchers upon request for the audit of the TEA's records.
  - f. Present to the Body at each Regular meeting an accounting of the past month's financial transactions to provide accountability and justification of any disbursements of the TEA funds.

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#### SECTION H. WTD AND TRANSIT BARGAINING CHAIRS

- 1. The WTD and Transit Bargaining Chairs shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the President, these Bylaws, or by applicable law, including but not limited to, the following:
  - a. Chair the respective Bargaining Committee for the development of the Collective Bargaining Agreement with the County.
  - b. Lead the Bargaining Team that meets regularly with County representatives and coordinate meeting logistics with the County and Legal Counsel.

- c. Report and make presentations regularly to the Board and Body on the status of negotiations.
- d. Present negotiated contracts to the Board for action for presentation to the respective Bargaining Units for ratification vote.
- e. Assist with any changes to the Collective Bargaining Agreement that may be required outside regular contract bargaining periods.

**SECTION I. COUNCIL OF REPRESENTATIVES CHAIR**

- 1. The Chair shall discharge on behalf of the TEA such duties as may be imposed upon him/her by the President, these Bylaws, or by applicable law, including but not limited to, the following:
  - a. Chair the Council.
  - b. Identify and maintain a list of all work group representatives.
  - c. Communicate TEA and Council information and issues between the Board and Council.
  - d. Represent the Council at Board meetings.

**ARTICLE VII  
COMMITTEES**

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**SECTION A. NOMINATING COMMITTEE**

- 1. The Nominating Committee shall be a standing committee for the purpose of campaigning for and presenting a slate of at least one candidate for each Board Office of the TEA to be voted on at the next Annual or Special Meeting. (See Article IX, Section A.)
- 2. The Nominating Committee shall consist of three (3) Full Members appointed by the Board who must agree to serve for a term of one (1) year, commencing sixty (60) days prior to the Annual Meeting. The President shall chair the Nominating Committee for a total of four (4) committee members.

**SECTION B. GRIEVANCE COMMITTEE**

- 1. The Grievance Committee will be a standing committee, and each member will be appointed for a two (2) year term. Terms shall overlap such that half of the committee members are appointed each year.
- 2. The Grievance Committee shall be appointed by the Board from candidates that have been nominated. It will consist of eight (8) Full Members who agree to serve, and will be chaired by the Vice-President, for a total of nine (9) committee members.
- 3. The grievance procedure shall be set forth in the current Labor Contract between the TEA and King County. Any Member wanting assistance from the TEA shall appeal, in writing, to the Vice-President. The Grievance Committee will work with the member to investigate the validity of the grievance and will provide a recommendation to the Board after due investigation.
- 4. The Grievance Committee will present the findings to the Board at an Executive Session. The Board will review the material and make a decision on how to further proceed on the

matter.

**SECTION C. PRE-BARGAINING COMMITTEE**

The Pre-Bargaining Committee will consist of the Officers of the Board who will gather issues prior to the appointment of the formal Bargaining Committee.

**SECTION D. BARGAINING TEAMS AND COMMITTEES**

1. Two Bargaining Teams will be appointed, one for Transit and one for Wastewater, prior to the opening of contract negotiations with King County, and will serve until all issues and details pertaining to that bargaining session are completed. Each Team will be led by the respective WTD or Transit Bargaining Chair.
2. In addition to the Bargaining Teams, two Bargaining Committees will be formed, composed of members in good standing from the corresponding Bargaining Units. The purpose of each Bargaining Committee will be to provide input, assist in and support the work of the respective Bargaining Teams.
3. Each Bargaining Team shall consist of the President (or designee), three (3) Full Members recommended by the respective Bargaining Committee and appointed by the Board who agree to serve, and be chaired by the respective Bargaining Chair, for a total of five (5) Team members. At least one member of each Bargaining Unit (supervisors and staff) will be on their respective teams.
4. The Bargaining Teams shall conduct contract negotiations with King County for their respective Bargaining Units. The Bargaining Team members shall be responsible for the gathering and formal presentation of any and all supportive or resource material deemed necessary for the productive pursuit of negotiations. .

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**SECTION E. POLITICAL ACTION COMMITTEE**

1. The Political Action Committee shall be a standing committee of the TEA.
2. The Political Action Committee shall consist of four (4) Full Members who agree to serve and are appointed by the Board, and shall be chaired by the President, for a total of five (5) committee members.
3. The purpose of the Political Action Committee will be to insure that the aims and interests of the Full Members are furthered through the education of the public generally, and elected representatives specifically.

**SECTION F. TEMPORARY COMMITTEES**

1. In addition to the above listed committees, the President may initiate temporary committees as necessary, at any Annual or Regular Meeting, to conduct the business of TEA. These committee members shall be appointed by the Board from the Full Membership, must agree to serve, and shall serve as long as necessary to conduct and finish the business of the committee they were appointed for.

## ARTICLE VIII MEETINGS & PROCEDURES

### SECTION A. ANNUAL MEETINGS

1. The purpose of the Annual Meeting shall be primarily for the election of officers of the TEA, Special Elections, the Secretary to update the Body on the previous year's occurrences, and to discuss current concerns and issues to the Body which the Board deems appropriate.
2. Each Annual Meeting shall be held on the third Wednesday in September, or at a time and place determined by the TEA Board, and announced at least one month in advance of that meeting.
3. Attendance is open to the Body and guests of a Full Member. Participation is open only to Full Members.

### SECTION B. REGULAR MEETINGS

1. The purpose of the Regular Meeting will be to bring up any current issues and concerns from the work groups or Board, and to hold Special Elections.
2. Regular Meetings of the TEA shall be held monthly, but not in September.
3. The Board and the Council will attend regular meetings, but attendance is open to any Full Member. Voting will be cast only by all Full members present, except in the case of a special election as described in Article IX, Section B.
4. The Regular Meeting will be held the third Wednesday of the month.
5. The place will be determined by the Vice-President who will post the location, date and time on the TEA bulletin board at least seven (7) days in advance of the meeting.

### SECTION C. SPECIAL MEETINGS

1. The purpose of a Special Meeting will be to discuss special and unforeseen issues of urgency that cannot wait for a Regular Meeting.
2. Special Meetings may be called between monthly Regular Meetings in any of three ways:
  - a. by a majority vote of the Board,
  - b. by the petition of at least ten (10) Full Members to the Board, or
  - c. by a majority of the Council of Representatives.
3. Any request for a Special Meeting under 2b or 2c of this Section shall be made in writing to the Board, and shall specifically state what business shall be included on the agenda of that Special Meeting. No other business shall be in order at that meeting without Board approval.
4. Each Special Meeting will be attended by the Board and the Council. Attendance will be open to the Body.

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5. The President will determine the meeting date, time and location for each Special Meeting.
6. Written notice by the President to include the date, time, location, and item of business for the Special Meeting shall be delivered to each Representative at least five (5) working days prior to the meeting.
7. Special Meetings shall be limited to one meeting per specific item of business, as listed on the written notice, between any two Regular Meetings.

#### **SECTION D. EXECUTIVE SESSION**

1. The purpose of the Executive Session shall be to achieve harmony among the Officers as to the TEA business and direction.
2. The Board may, at any meeting by a majority vote by the Board, elect to go into Executive Session, excluding therefrom all members not designated in the motion for the Executive Session.

#### **SECTION E. QUORUM**

1. A majority of the Board shall constitute a quorum for the purposes of any decisions by the Board.

#### **SECTION F. RULES OF PROCEDURE**

1. Unless otherwise stated within the Bylaws or Labor Contract of the TEA, Robert's Rules of Order shall govern all meetings.

#### **SECTION G. PRESIDING**

The President shall preside over each Annual, Regular or Special Meeting. If the President is unable to preside, Presidential attrition order (Article VI, Section D If.) will decide the presiding officer.

### **ARTICLE IX ELECTIONS**

#### **SECTION A. BOARD OFFICER OPEN ELECTIONS**

1. Nominations
  - a. Nominations for a nominee and the office nominated for shall be in writing and delivered to a Nominating Committee member not less than fifteen (15) working days before the next Annual Meeting. Nominations will be closed fifteen (15) working days before the next Annual Meeting.
  - b. Only a Full Member may be nominated for the election of Board Officers.
  - c. Any Full Member may make a nomination for an officer of the TEA.
  - d. Any Full Member may nominate him or herself.
  - e. The Nominating Committee will rule each nominee as either a valid candidate or not,

then provide each Representative with a list of the candidates and the office they were nominated for not less than ten (10) working days before the election. Each Representative will then immediately post this list for their workgroup.

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2. Rights of Candidates

- a. Every candidate shall have the right to request and receive a current Full Membership list.
- b. The distribution of campaign literature, by mail or otherwise, will be at that candidate's own expense. Use of King County inter-office mail or e-mail is prohibited.
- c. There shall be no discrimination in favor of or against any officially recognized candidate with regard to the use of the membership lists.
- d. The Board or Council will screen no candidate in any way. The Board or Council will make no comments or editorials about any candidate.

3. Use of Funds Prohibited in Elections

- a. No funds received by the TEA shall be contributed or applied to promote the candidacy of any person in the election of officers.
- b. This section does not prevent the expenditure from TEA funds for notices, factual statements of issues, and other necessary expenses to conduct elections, so long as they do not involve promotion of any candidate or issue.

4. Ballots

- a. Ballots for the election of Board Officers will be available to each Full Member of TEA at least five (5) working days prior to the Annual Meeting.
- b. Each ballot shall be in a form prescribed by the Nominating Committee and shall show each office and contain the name of every nominee for that office.
- c. Each Full Member shall be furnished a ballot and two envelopes. One envelope shall be plain and one shall contain the printed name of the member.
- d. Each member shall insert the completed ballot in the plain envelope and insert the plain envelope in the envelope with his/her name thereon. The member will then seal the outer envelope, sign by the printed name with his/her signature, and place the ballot in the ballot box, (a locked box to be located near the TEA bulletin board), at least one hour before the Annual Meeting.
- e. In the event that all officer positions are unopposed, no written ballots will be distributed to members, and the election of these officers shall be by hand vote at the Annual or next Regular Meeting.

5. The Regular Vote

- a. The Nominating Committee will provide an official ballot to each Full Member not less than five (5) working days before the election as described in this Article, Section A6, of

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these Bylaws.

- b. Elections of officers shall be by anonymous, written ballot, even if only one candidate is nominated for a given office.
- c. No write-in candidates will be allowed in the election of Board Officer.
- d. Votes may be cast by placing them in the ballot box from the time the ballots are received by the member until one (1) hour prior to the Annual Meeting, at which time the Secretary will bring the ballot box to the Annual Meeting to be opened and the ballots counted.
- e. Full Members who have not yet cast their votes will be given the opportunity to do so during the first one-half hour of that Annual Meeting by handing the signed and sealed ballot to the Secretary, or as otherwise described by the Absentee Vote process (see Section C.)

6. Counting of Ballots

- a. At the time the ballots are counted, the Secretary, in the presence of least one (1) volunteer Full Member who is not a candidate in this vote, shall open the locked ballot box and, as each envelope is removed, shall verify against an official Full Member list that the name thereon is that of a Full Member who is eligible to vote.
- b. The Secretary shall remove the unmarked envelope and segregate it. When all the signed envelopes have been verified and opened, the Secretary and the volunteer member shall open and count the ballots contained in the unmarked envelopes.
- c. The candidate receiving the majority of the ballots cast shall be declared elected. If no candidate receives a majority of the ballots cast, (a tie), a runoff election will be held immediately at that same meeting.

7. Runoff Election

- a. The Secretary will direct the procedures during a Runoff Election according to this Section.
- b. The tie will be broken by an informal anonymous written ballot vote cast at that same Annual Meeting between only the two candidates for each office receiving the greatest number of votes for that office. If there is a tie for more than one office, the voting member will write the name of his or her candidate choice and the name of the corresponding office on the same piece of paper in a legible and orderly fashion.



- c. Paper will be distributed to each Full Member who is present at that meeting. Each Full Member will:
    - 1) Write the name of his or her candidate choice(s) and the corresponding office on the paper.
    - 2) Not sign his or her name to the ballot,
    - 3) Fold the paper once, and
    - 4) Turn the ballot in to be collected and delivered to the Secretary.
  - d. The Secretary and the volunteer as described in Section A6 of this Article will count these votes.
  - e. The winner will be decided by a majority of this vote.
8. Certification of Results
- a. The Secretary and volunteer shall both sign the tally sheets, which constitute the official results of the election.
  - b. The Secretary shall preserve ballots for one (1) month following an election.

#### **SECTION B. SPECIAL ELECTIONS**

Votes on the percentage change of membership dues, offers for settlement of collective bargaining negotiations (except contract ratification), levies, Bylaws amendments and revisions, and the recall or replacement of an officer shall be by anonymous written ballot according to the following procedures directed by the Secretary:

- a. This type of election shall be held either at the next scheduled Annual or Regular meeting, or a Special Meeting called by the Board at least eight (8) working days after notice is given to the Body.
- b. Only Full Members will be allowed to vote.
- c. A special ballot created by the Secretary will be distributed to each Full Member.
- d. Each Full Member will write their vote on the ballot according to the format described by the Secretary at that meeting.
- e. The member will leave the ballot unsigned.
- f. The ballot will be folded once.
- g. These votes will be collected and delivered to the Secretary at that meeting.
- h. These votes will be counted by the Secretary and at least one (1) Full Member volunteer.

**SECTION C. ABSENTEE VOTE**

1. Each Full Member will be allowed to vote in advance for any General or Special Election via an absentee vote that is:
  - a. clearly written and unsigned,
  - b. sealed in an envelope addressed to the Secretary of TEA,
  - c. dated and signed on the outside by that voting member, and
  - d. carried by that member or that member's Representative to be delivered to the Secretary at that Special Election meeting before the count begins.

**SECTION D. OTHER VOTES**

1. All other votes of regular TEA business may be, at the option of the presiding officer, by voice or show of hands among the Board members and Council present during any meeting.

**SECTION E. VOTING BY PROXY**

1. Each Full Member will be allowed to assign his/her vote for any General or Special Election to a Proxy vote by submitting:
  - a. Properly filled out, dated and signed standard TEA Proxy form.
  - b. Filed with the TEA Secretary prior to obtaining the ballot represented by the Proxy.
  - c. Vote presented by the Proxy to the Secretary at the General or Special Election Meeting before the election votes are counted.

**SECTION F. CONTRACT RATIFICATION**

1. Any contract ratification shall be made by a vote of the Full Members of the particular bargaining unit for which the contract applies, at any Annual, Regular, or Special meeting identified for such purpose.
2. Fifteen- (15) days' notice will be given to the members of the applicable bargaining unit prior to the contract ratification vote.
3. Every full member of the applicable bargaining unit shall be given a ballot and two envelopes five working days prior to the ratification meeting. One envelope shall be plain and one shall contain the printed name of the member. Each member shall insert the completed ballot in the plain envelope and insert the plain envelope in the envelope with his/her name thereon. The member will then seal the envelope, signed by the printed name with his/her signature, and place in the locked ballot box attended by the Secretary. Voting shall be finished either one hour after the start of the contract ratification meeting or when discussion on the contract has been declared over by the President, whichever is later. Absentee voting and voting by proxy (as per Sections C and E of this Article) shall be allowed.

4. When voting is completed, the Secretary, the respective Bargaining Chair and at least one (1) volunteer Full Member of the applicable bargaining unit shall open the locked ballot box and shall verify each envelope against an official Full Member list of the applicable bargaining unit. Any envelope that is not on the Full Member list, or that is not sealed and signed shall not be counted.
5. The Secretary, the respective Bargaining Chair and at least one (1) volunteer Full Member of the applicable bargaining unit shall then count the ballots. A simple majority (50% plus one vote) shall be required to accept contract ratification.

## ARTICLE X DUES AND LEVIES

### SECTION A. DUES

#### 1. Full Member Dues

- a. This will be a monthly percentage of salary, predetermined by a majority vote of the Body at the first TEA Annual Meeting, and at the Annual Meeting immediately before each subsequent contract agreement with King County. The percentage shall be set according to financial needs presented by the Board and is based upon the annual audit and projected budget needs of the TEA. This dues percentage will remain in effect for the duration of the forthcoming contract, and may be adjusted only by a subsequent majority vote by the Full Membership Body.
- b. Dues will be automatically deducted each month by the payroll deduction plan from each Full Member's pay by King County as set forth in the Labor Contract between the TEA and King County. These dues will be transferred directly into the TEA bank account, or voluntarily paid out-of-pocket directly to the Secretary during a leave of absence.

#### 2. Service Fees

- a. Service fee calculation and payment. Service fees for the representation of Nonmembers shall be calculated by estimation with the advice and input of the TEA's legal counsel. Such calculations shall be based on a reasonable good faith estimate of the cost of providing representation on the requested service.
- b. The service fees shall include all costs of representation including, but not limited to, 1) anticipated legal fees, 2) anticipated legal and arbitration expenses, 3) value of the TEA representatives' time which shall be reasonably computed by using the Legal Assistant rate set forth in the Association's legal retainer.
- c. The Nonmember requesting the service shall transmit payment in full prior to the execution of the requested service. Such payments shall be deposited in a trust account that shall transfer the funds to TEA upon documentation and invoicing of service costs. Any excess funds following completion of the service shall be returned to the Nonmember and any shortage in payment shall be the liability of the nonmember.
- d. The Nonmember shall execute a service fee agreement outlining these responsibilities.
- e. Nonmembers who elect to become a Full Member of TEA while subject to a disciplinary investigation or other individual labor action shall not be relieved of the

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duty to pay service fees for the matter that occurred during the period that the employee was a Nonmember if they request representation by TEA for such action. Such members shall also be subject to payment of retroactive dues in accordance with the provisions for re-joining TEA under Article V.

**SECTION B. LEVIES**

1. Each Full Member will be responsible to pay any levies according to the provisions in this Section.
2. Upon unusual and unforeseen emergency financial needs of the TEA, specified and detailed by the Board, a levy may be voted on for approval by a majority vote of the Full Members at the Annual or Regular Meeting specified by the Board, to collect additional funds from the Body to cover such costs within a specified timeframe.
3. Levies and the payment time frame will be paid according to that method voted upon and approved of by a majority vote by the Full Members for that levy. Any member who fails to pay a levy amount within the time specified at the approval vote will be considered to be a delinquent member.

**ARTICLE XI  
AUDIT**

**SECTION A. AUDITS**

1. The financial records of the TEA shall be audited annually. The method may be by committee or professional firm as directed by the Board.

**ARTICLE XII  
AMENDMENTS AND REVISIONS**

**SECTION A. AMENDMENTS**

1. Amendment or revision of these Bylaws may be made by a majority vote of those Full Members who are present at any Annual, Regular or Special Meeting, provided that notice of such proposed vote is given to the Full Body at least fifteen (15) days prior to the meeting stating such amendment, revision or repeal which will be considered at the specified meeting at which the vote will be taken.
2. The vote may be by anonymous ballot or by show of hands at the discretion of the Presiding Officer at that meeting.

**Deleted:** The monthly percentage amount for fair share dues will be set by a majority vote of the Body during the initial Annual Meeting, and adjusted when necessary at any subsequent Annual Meeting.¶  
 ¶ All fair share dues shall be paid by the monthly payroll deduction plan as set forth in the Labor Contract between the TEA and King County.¶  
 ¶ Objection to Fair Share Dues – A Fair Share Member will have fifteen (15) days from the date they receive the approved fair share percentage, as described in 2a of this Section, to inform the TEA Board in writing that they object to paying this fair share dues percentage, and the reason(s) they object to the amount.¶  
 ¶ Failure to inform the TEA Board within those fifteen (15) days will be considered a waiver of the right to so object.¶  
 <#>Upon receipt of this objection, the TEA Board will review the objection and inform the Fair Share Member of its decision within fifteen (15) days from the date it received the objection. If the Board agrees with the Fair Share Member, the dues will be adjusted accordingly. If the Board rejects the Fair Share Member’s objection, then the Fair Share Member has ten (10) days from receiving the rejection in which to inform the Board in writing that he/she desires to have a dispute settled by arbitration.¶  
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 <#>Rules for arbitration will be available to each fair share member.¶  
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**Deleted:** <#>Upon receipt of this objection, the TEA Board will review the objection and inform the Fair Share Member of its decision within fifteen (15) days from the date it received the objection. If the Board agrees with the Fair Share Member, the dues will be adjusted accordingly. If the Board rejects the Fair Share Member’s objection, then the Fair Share Member has ten (10) days from receiving the rejection in which to inform the Board in writing that he/she desires to have a dispute settled by arbitration.¶  
 <#>¶  
 <#>Rules for arbitration will be available to each fair share member.¶  
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**TECHNICAL EMPLOYEES' ASSOCIATION**

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Alton Gaskill, President

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Michael Sands, Vice-President

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Gillian Zacharias, Secretary

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Sally Turner, Treasurer

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