

**BYLAWS**  
**TECHNICAL EMPLOYEES' ASSOCIATION**  
**Seattle, Washington**  
**(As amended through October, 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 three Bargaining Units, one for Transit employees, one for Wastewater supervisors and one for Wastewater employees who are not supervisors.

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

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

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

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

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 BOARD MEETING – A Board meeting conducted in executive session to consider confidential and legal matters.

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 financial obligations to TEA 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.)

INITIAL ASSESSMENT – The initial assessment for new members was established upon the formation of TEA to aid in accumulating sufficient funds to sustain the Association. TEA discontinued the initial assessment in September 2018.

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)

MAJORITY VOTE – Vote by more than half of voters for a candidate or other matter on the ballot. When there are only two candidates, the one receiving the greater number of votes cast is said to have a majority. When there are two or more candidates for the same office, the one that receives a greater number of votes than those cast for each of the other candidates.

TEA POLICY GUIDANCE: The TEA Policy Guidance is a document containing information, procedures, and policies that the Board may create and develop over time to assist in the implementation of the bylaws.

**Commented [ZG1]:** This is something new that we are proposing, to handle procedural issues (such as a plan for activities leading up to the annual election) that may not be appropriate for the bylaws.

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.)

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.

**SECTION D. PARLIAMENTARY AUTHORITY**

1. The TEA Policy Guidance document contains an abridged version of Robert’s Rules of Order which shall govern TEA in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules or order TEA may adopt. The full and current edition of Robert’s Rules of Order shall govern if the abridged version is silent on an order that requires resolution.

**Commented [ZG2]:** The abridged version is easier than the book to consult in meetings and this version is used by other bodies in King County, such as Equal Employment Opportunity Committee.

**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.
3. Effective Date: Full Members as of June 28, 2018 who 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 as of that date and have all benefits of Full Members.
4. 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.
5. Existing Full Members who decide to opt out of paying dues shall notify TEA in writing. However, regardless of notification to TEA or lack thereof, existing Full Members who decide to opt out of paying dues shall become Nonmembers the day after the end of the last pay period in which dues were paid.

**SECTION B. MEMBERS ON DISABILITY**

1. Disability: Full Members who are on long-term unpaid disability and who have not retired, retain his/her 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**

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) without prior notice to the TEA.
2. Newly delinquent members shall be notified within fifteen (15) days by the Treasurer of the

TEA 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 make full payment within 30 days of notification will be deemed to have opted out of TEA and shall become Nonmembers.

3. Delinquent members are not entitled to voice or vote in TEA.
4. 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 Nonmembership up to a maximum of 12 months.

#### **SECTION D. NONMEMBERS**

1. 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.
2. 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.
3. Nonmembers are not entitled to voice or vote in TEA.
4. 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)
5. 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.
6. 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 Nonmembership up to a maximum of 12 months.

#### **SECTION E. HONORARY MEMBER**

1. 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. Any Full Member who retires from employment with the King County (employer) automatically becomes an Honorary Member of the TEA.

**SECTION F. 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 ~~Board Meeting~~, and to participate in such meetings in accordance with the Bylaws of the TEA. ~~Meetings of the Board in Executive Session are not open to all Full Members except upon express permission of the Board.~~
  
  - 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 who are not Full Members, have no voice or vote 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.
  
  - 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, ~~and the dissent or objection~~ shall then be entered in the notes 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. This right of dissent shall only apply to member votes, not votes of the Board.

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2. Obligations:

- a. Full Member dues will be paid according to the provisions in Article X, Section A.
- b. Levies or other financial obligations– Each Full Member will be responsible to pay any levies or other financial obligations 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 OF REPRESENTATIVES**

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.

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 (no less than quarterly) 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 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 two consecutive terms of two (2) years and shall notify the Council Chair upon the expiration of their term(s).
- 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.

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**Commented [ZG4]:** It has been common practice that Representatives served for several years when there hasn't been interest expressed by other members to serve. In restricting terms to two years, the intent is to make recruitment of representatives more active and to help Members become involved. The Board discussed whether this restriction would leave some vacancies, but decided that this is important in order to avoid the problem of the same people doing the work, and will be supported by an active marketing and on boarding program

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- d. Absentee Votes – Each Representative will be responsible for the delivery of every absentee vote entrusted to their care by a member of the work group 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 their 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 their work group in a timely manner.

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**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 Board, Regular, or Annual Meeting according to Article VIII, Section D.

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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.

- 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 a TEA Bargaining Unit'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 membership,
  - 3. Failing to consistently execute the responsibilities of the position, such as failing to hold meetings required by these bylaws, failing to regularly attend

~~Deleted: After the first election of the two Bargaining Chairs, the former office of 2<sup>nd</sup> Vice President shall cease to exist.¶~~  
~~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:¶~~  
~~acts which would discredit the TEA.¶~~  
~~acts which would prevent the TEA from carrying out the best interests of its membership, or¶~~  
~~failure to remain a Full Member in the TEA.¶~~

**Commented [ZG6]:** Changes in the section by the Bylaws Committee arose from agreement that the recall process should be more robust.

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Board or Regular meetings without designating a substitute, or

4. Failure to remain a Full Member in the TEA.
- a. 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.
  - b. Audit – The Board shall provide for an annual audit of the TEA’s books by an independent accountant in accordance with the stipulations in Article XI.
  - c. 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. If an Officer cannot attend an Annual, Regular, or Special Meeting, the Officer shall make reasonable efforts to provide notice to the President or Secretary in advance of the scheduled meeting time.
  - d. 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.
  - e. 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.)
  - f. Overseer – The Board shall oversee bargaining activities of the Bargaining Committee and oversee resolution of grievances by the Grievance Committee.
  - g. Records – The Board shall maintain appropriate financial, legal and meeting records of the TEA.
  - h. 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. 1.f. 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 vote of those Full Members present at the next Regular Meeting after the date the office is vacated. In such a case, the candidate who receives the highest percentage of votes out of the total votes cast shall win the election. 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.
  - i. The Board shall enforce strict observance of the bylaws of the Association. Where dispute or interpretation is required, a majority of the Board shall determine appropriate bylaw interpretation. The resulting interpretation shall be recorded in the TEA Policy Guidance document by the Secretary or designee.

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**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. Report/Record – It shall be the duty of the President to guarantee the execution and filing 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.
  - d. Chair – The President shall serve as Chairperson on the Nominating Committee. The President shall also be a member ex-officio of all Committees.
  - e. 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.

**Commented [ZG7]:** The enforcement of bylaws as moved from the President's sole responsibility to the Board's.

**Deleted:** Enforce – The President shall enforce strict observance of the Bylaws of the Association.¶

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**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 of the Grievance Committee – The Vice-President shall be chairperson of the Grievance Committee and arrange for monthly meetings or, in the absence of a need for a meeting, written communication regarding grievance activities to the Grievance Committee and the Secretary. The Vice-President shall call for a meeting with the Committee members no more than ten working days after the filing of a grievance with King County. The list of all grievances shall be shared with the Grievance Committee monthly.
  - d. Secure a place for Regular meetings and post on the TEA bulletin board the location for each TEA meeting according to the time limits in Article VIII (at least seven (7) days in advance of the meeting).

**Commented [ZG8]:** The Committee enhanced the record-keeping requirements of the Grievance Committee Chair.

**Deleted:** The Vice- President shall report in a timely fashion to the Board on the activities of any and all grievances.¶

**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 10 calendar days of the meeting.

g. Serve as Chairperson of the Communications Committee.

h. Create an Election Plan prior to the Annual Meeting and Officer Election in accordance with Article IX.

- 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.

#### 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 the official list of members of the TEA in an accurate and current manner on a monthly basis, including separate listings of delinquent, retired, inactive and honorary members, attesting their authenticity with their signature.
- d. Notify members within fifteen (15) days of their financial delinquency. (See Article V,

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**Commented [ZG10]:** This task of list of members will be the responsibility of the Treasurer

**Deleted:** <#>Maintain the official list of members of the TEA in an accurate and current manner, including separate listings of fair share, delinquent, retired, inactive and honorary members, attesting their authenticity with the Secretary's signature.¶

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**Commented [ZG12]:** This is designed to make the process more accountable and transparent, and assist members and the Board in executing responsibilities around elections. The responsibility for the official list was moved to the Treasurer since that Officer is the one who receives the lists of dues paying members from HR.

**Deleted:** Maintain and keep current and accurate records of members' dues, levies, payments, and all other financial transactions.

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.
- g. Serve as the Chairperson of the standing Finance **Committee**.

Commented [ZG13]: New committee added

#### 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. Meet at least monthly with the respective Bargaining Committee during any period where active contract negotiation, mediation, or arbitration occurs.
  - d. Report and make presentations regularly to the Board and Body on the status of negotiations.
  - e. Present negotiated contracts to the Board for action for presentation to the respective Bargaining Units for ratification vote.
  - f. Assist with any changes to the Collective Bargaining Agreement that may be required outside regular contract bargaining periods.

Commented [ZG14]: New commitment required of this committee.

#### 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 and preside over Council meetings.
  - b. Identify and maintain a list of all work group representatives.
  - c. Communicate TEA and Council information and issues between the Board and Council (TEA Times).
  - d. Create an On-Boarding Program for new TEA members.

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Commented [ZG15]: New responsibility for the Chair

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e. Represent the Council at Board meetings.

f. ~~Provide the list of the names of all work group representatives and the duration of their service to the Members at least annually and when requested, inviting new members to serve on the Council to replace Representatives who have exceeded the limit of their term of service.~~

**Deleted:** Recruit and seek to offer opportunities to members for participation on the Council

**Commented [ZG16]:** This addresses concerns by the bylaws committee about the length of time individual members are serving on the Council and the need for more participation by others, particularly new members.

## ARTICLE VII COMMITTEES

### 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.
3. ~~The Nominating Committee shall prepare a report, five (5) days after closure of the annual election or a special election, summarizing the process followed to recruit and nominate candidates. The report will be posted to the website and filed with the Secretary.~~
4. ~~Within 10 working days of the conclusion of the Annual Meeting and election of Board Officers, the Nominating Committee will complete an assessment of the election process as against the Election Plan, consistent with the TEA Policy Guidance document.~~

**Commented [ZG17]:** These two new paragraphs are intended to make the election process more transparent and accountable.

**Commented [ZG18]:** We suggested this could be in the form of a checklist, which could be part of any policy or guidelines we draft

### 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 ~~who~~ have been nominated. It shall consist of at least four (4) ~~and up to eight (8)~~ Full Members who agree to serve, and will be chaired by the Vice-President, for a ~~minimum of five (5) and a maximum of nine (9)~~ committee members.
3. ~~The Grievance Committee shall meet at least quarterly, and otherwise communicate in writing, to update committee members on the status of the grievances and ULPs.~~
4. 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.

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**Commented [ZG19]:** More specific activity requirement for this committee

5. 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.

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<#>¶

6. The Grievance Committee will maintain lists of open and resolved grievances and unfair labor practice cases that will be available to the TEA membership. A current list shall be provided to the Secretary on a quarterly basis. The list shall not include details that are private and/or could be attributed to an individual without their consent.

Commented [ZG20]: More specific reporting requirements

### SECTION C. PRE-BARGAINING COMMITTEE

1. The Pre-Bargaining Committee will consist of the Officers of the Board.

Commented [ZG21]: Changes in this section and subsequent section are meant to impose more transparent and thorough process leading up to and during the contract bargaining period

2. The Pre-Bargaining Committee will solicit input from TEA members beginning at least two months in advance of the appointment of the formal Bargaining Committees. The requests may also be distributed by the Council of Representatives. The committee will ensure that every TEA member is sent an email request (for example through the TEA Times) or delivered a paper request from the committee for:

- a. Input on issues that Members would like to be addressed in the bargaining process, and
- b. Interest by any Member in serving on the Bargaining Committees.

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3. The committee will present a summary of the issues to the Bargaining Committees, once appointed.

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### SECTION D. BARGAINING COMMITTEES AND TEAMS

1. Two Bargaining Committees will be formed, composed of Full members from the corresponding Bargaining Units. The purpose of each Bargaining Committee will be to recommend members for the two Bargaining Teams to the TEA Board, and to support the work of the Bargaining Teams as needed.

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Commented [ZG22]: This is not new, but was moved to a more logical place in the sequence of events

2. Members for two Bargaining Teams will be recommended by the Bargaining Committees and appointed by the Board, one for Transit and one for Wastewater prior to the opening of contract negotiations with King County. The Bargaining Teams 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.

3. Each Bargaining Team shall consist of the President (or designee) and three (3) Full Members and be chaired by the respective Bargaining Chair, for a total of five (5) Bargaining Team members. At least one member of each Wastewater Bargaining Unit will be on the Wastewater Bargaining Team.

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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.

**SECTION E. EDUCATION COMMITTEE**

1. The Education Committee shall be a standing committee of the TEA having as its primary responsibility the education of the membership about TEA issues.
2. The Education Committee shall consist of at least (3) Full Members who agree to serve and are appointed by the Board, and shall be chaired by a Board member volunteer, for a total of four (4) committee members. The term shall be for two years.
3. The purpose of the Education Committee is to insure that the aims and interests of the Full Members are furthered through the education of the TEA members, the public, and elected representatives. The committee will develop an annual action plan and submit to the Board for approval.

**SECTION F. COMMUNICATION COMMITTEE**

1. The Secretary shall chair a communication committee with volunteer members, as the need arises.
2. The main purpose of the committee shall be to facilitate the dissemination of accurate and up to date reports on the activities and status of the TEA, the Board, and TEA committees and bargaining units.
3. A second purpose is to actively seek to encourage the participation of members in their union representation.

**SECTION G. 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, the Treasurer to update the Body on TEA finances including results of the most recent audit, if requested, and to discuss current concerns and issues to the Body which the Board deems appropriate.

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<#>¶ 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.¶

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Commented [ZG23]: The Bylaws Committee endorsed the idea of replacing the PAC with this education committee for two reasons: one is the Janus decision, which originated from political activities by unions that was seen as a free speech issue. The other reason is that TEA needs to become more active in on-boarding new members and in educating members about the benefits of the union in representing members and in bargaining contracts.

Deleted: The Political Action

Commented [ZG24]: This committee was in operation previously but not included in the bylaws (an oversight)

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 for the Board and Committees to report to members, for members to raise any current issues and concerns from the work groups or Board, and to hold Special Elections.

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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 and to hold elections for vacant positions as needed outside of the regular election schedule.

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 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.
2. The purposes of the Executive Session shall be:
- to achieve harmony among the Officers as to the TEA business and direction;
  - To discuss matters involving privileged information relating to bargaining issues;
  - To discuss matters involving confidential information relating to individual members of TEA.

3.

#### 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

Unless otherwise stated within the Bylaws or Labor Contract of the TEA, the abridged version of Robert's Rules of Order contained in the Policy Document 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. Election Plan - The Secretary shall be responsible for drafting an Election Plan by July 15 of every year. The election plan shall consist of identifying individual responsibilities for implementing the election process in accordance with the TEA Bylaws. The details of an election plan are contained in the TEA Policy Guidance document.
- a. The Board shall review and approve the election plan by July 31 of every year.
- b. In the event that the Secretary will be unable to complete his or her duties related to a particular election, the Secretary may designate another Officer to conduct any or all of the Secretary's duties for that election.
2. 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

Commented [JC25]: Let's discuss what seems appropriate and workable.

Commented [ZG26]: We were going to review best practices on reporting, looking at privacy concerns, privileged or confidential info; I did a little bit of research but found a kind of range of practices.

Moved (insertion) [1]

Moved up [1]: 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.¶

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Commented [ZG27]: We have obtained a version of this abridged doc that the County's EEOC group uses

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.

f. ~~When nominees have been ruled valid more than ten (10) working days prior to the election, the Nominating Committee will advise the Secretary and the Council of Representatives chair and the Chair will send (or otherwise arrange to be sent) the candidate(s) name(s) to each Representative, who have the responsibility of notifying their work group.~~

g. ~~The Nominating Committee, on the tenth (10<sup>th</sup>) working day before the election, will provide the final list of all candidates to the Chair of Representatives who will inform each Representative. A written list of the candidates and the office they were nominated for will be distributed by Representatives to their working groups either electronically or on paper and be posted on the TEA bulletin boards.~~

3. Rights of Candidates

- a. Every candidate shall have the right to request and receive a current Full Membership list within 5 working days of their request.
- 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.

4. 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.

5. Ballots

a. Voting may be done through an electronic voting system or through paper ballots.If

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**Commented [ZG28]:** These changes update previous requirements to be more specific as to written electronic & paper notifications to members

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... [1]

**Commented [ZG29]:** Revisions here are intended to foresee a time when electronic balloting can be implemented. Also adds some more specific requirements to aid transparency, accountability, and reporting

electronic, the balloting will follow the same timeline as voting by paper ballots, or by a process approved by the Board.

- b. Paper ballots for the election of Board Officers will be distributed to each Full Member of TEA at least five (5) working days prior to the Annual Meeting.
- c. 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.

d. Procedures for paper ballots:

- 1) 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.
- 2) Each member shall insert the completed ballot in the smaller envelope and insert the smaller envelope in the larger envelope. The member will then seal the outer envelope, print his or her name on the outside of the sealed larger envelope, and place in the ballot box before the election deadline.
- 3) A locked ballot box will be in the custody of the Secretary, at a location to be published and provided to the, as part of ratifying the Election Plan for each year. Members unable to deposit their ballots in the boxes may give their votes to their Representative for delivery to the Secretary.

e. In the event that all officer positions are unopposed, no paper ballots will be distributed to members, and the election of these officers shall be by hand vote at the Annual or next Regular Meeting.

6. The Regular Vote

- a. The Nominating Committee or its designee(s) will provide an official ballot (paper or electronic) to each Full Member not less than five (5) working days before the election as described in this Article, Section A.6, of these bylaws. Any Member running for an opposed position shall not be involved in the distribution, collection, disqualification, or counting of ballots for that election.
- b. Elections of officers shall be by anonymous, paper or electronic 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. Paper ballots 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. When voting by paper ballot. Full Members who have not yet cast their votes will be

**Commented [ZG30]:** These changes reflect current and historical practice by TEA. The requirements for pre-printed envelopes proved too difficult to manage and blank envelopes have been provided for years, with the verification of Full Members coming during the counting of ballots. The need for a signature does not add to the security of the vote, and sometimes led to votes being disqualified. This establishes that a printed, legible name is the requirement for a ballot to be counted (assuming the member is in good standing).

**Deleted:** , (a locked box to be located near the TEA bulletin board),

**Deleted:** at least one hour before the Annual Meeting

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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.)

**7. Counting of Paper Ballots**

- a. At the time the ballots are counted, the Secretary (or designee when the Secretary position is open for election), 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 shall verify and mark as received each ballot against an official Full Member list that the name thereon is that of a Full Member who is eligible to vote. The marked list shall be kept by the Secretary or designee for sixty (60) days following the election and shall be made available for review by any Full Member.
- b. The Secretary or designee shall remove the unmarked envelope and segregate it. When all the 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 highest percentage of the total ballots cast shall be declared elected. In case of a tie, a runoff election will be held at the next Regular meeting.

**Deleted:** <#>In the event that the Secretary will be unable to complete his or her duties related to a particular election, the Secretary may designate another Officer to conduct any or all of the Secretary's duties for that election.¶

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**8. Runoff Election**

- a. The Secretary (or designee in cases where the runoff is for the position of 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 the next Regular Meeting following the election 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 or designee and the volunteer as described in Section A6 of this

**Commented [ZG31]:** Changed because we don't count ballots until after the Annual Meeting is closed

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Article will count these votes.

e. The winner will be the candidate receiving the highest percentage of the total votes cast.

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9. 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 sixty (60) days following an election.

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c. The Secretary or designee shall publish the result of any Special Election vote in the TEA electronic newsletter or otherwise convey to the Body within five (5) working days of the vote.

**SECTION B. SPECIAL ELECTIONS**

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

**Commented [ZG32]:** We removed amendments from this process because there is a separate section for bylaws amendments that was revised, and having amendments in this section caused ambiguity in how they could be amended. The Board, with agreement by legal counsel, agreed that the process for amending bylaws should be more rigorous than currently allowed.

10. 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.

**Deleted:** Bylaws amendments and revisions,

11. Only Full Members will be allowed to vote.

12. A special ballot created by the Secretary will be distributed to each Full Member.

13. Each Full Member will write their vote on the ballot according to the format described by the Secretary at that meeting.

14. The member will leave the ballot unsigned.

15. The ballot will be folded once.

16. These votes will be collected and delivered to the Secretary at that meeting.

17. These votes will be counted by the Secretary (or designee) and at least one (1) Full Member volunteer.

18. The Secretary or designee shall publish the result of any Special Election vote in the TEA electronic newsletter or otherwise convey to the Body within five (5) working days of the vote.

**SECTION C. ABSENTEE VOTE**

a. Each Full Member will be allowed to vote in advance for any General or Special Election via an absentee vote that is:

- 1) clearly written and unsigned,
- 2) sealed in an envelope addressed to the Secretary of TEA,
- 3) dated and signed on the outside by that voting member, and
- 4) carried by that member or that member's Representative to be delivered to the Secretary at that Election meeting before the count begins.

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**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 (5) working days prior to the ratification meeting. Each member shall insert the completed ballot in the smaller envelope and insert the smaller envelope into the larger envelope and print his/her name thereon. The member will then seal the envelope and place in a locked ballot box provided by the Secretary in accordance with the bylaws. 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 (as per Section C of this Article) shall be allowed.

4. When voting is completed, the Secretary, the respective Bargaining Chair and at least one

**Commented [ZG33]:** These changes reflect current and historical practice by TEA. The requirements for pre-printed envelopes proved too difficult to manage and blank envelopes have been provided for years, with the verification of Full Members coming during the counting of ballots. The need for a signature does not add to the security of the vote. Disqualifying ballots without a signature was sometimes the practice previously but the disqualification was not in the bylaws. This establishes that a printed, legible name is the requirement for a ballot to be counted (assuming the member is in good standing).

**Deleted:** One envelope shall be plain and one shall contain the printed name of the member.

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(1) volunteer Full Member of the applicable bargaining unit shall open the locked ballot box and shall verify each envelope and mark as received each ballot against an official Full Member list of the applicable bargaining unit. Any ballot with a printed name that is not on the Full Member list, or that is not sealed shall not be counted. The marked list shall be kept by the Secretary or designee for sixty (60) days following the vote and shall be made available for review by any Full Member.

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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.

**SECTION G. ELECTION IRREGULARITIES**

Commented [ZG34]: This section is new, and provides a process for reviewing the election procedures if there are concerns.

1. Any member can petition the Board at any regular meeting to examine the results of the election process or ballot counts within the 60 day ballot retention period.
2. The petition may, but is not required, to identify specific concerns.
3. Within the original 60 day retention period, if practical, the following action(s) shall be undertaken by the Board:
  - a) In the absence of a specific reason for the petition, the Board will review the Nominating Committee's Election Plan Report to verify that Secretary or designee followed the process as outlined in the Election Plan.
  - b) To the extent that they can from the records, the Board will verify the count using the retained ballots, and compare the result (not the count, unless the result changes).
  - c) The Board will prepare and deliver a response to the petition, outlining the findings of its enquiries.
4. If the petition identifies specific problems with the election process or with ballot counting or disqualifications, the Board will review the specific concerns and may interview the volunteers. If the claim can be sustained, the Board may certify the vote if it determines there was no change in the outcome, or it may call for a new election if it determines that the outcome may be affected. This will be a full membership vote following the original procedure. Regardless of the action is taken, the Board's response to the petition will be reported to the members from the Board.
5. If the remedial actions cannot be completed within the original 60 day retention period, the Board may extend the retention period, and the Secretary shall comply with this directive.

**ARTICLE X DUES AND LEVIES**

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**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 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 ~~shall be by a professional accounting firm and shall be overseen by the Treasurer and at least one other Full Member.~~
2. The professional accounting firm performing the audit shall be limited to a maximum of three years within any nine-year period.

**Commented [ZG35]:** These revisions enhance the auditing requirements.

**Deleted:** 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 ~~of ballots cast by~~ Full Members.
2. Notice of such proposed vote ~~shall be~~ given to the Full Body at least fifteen (15) days prior to the ~~closing of the balloting.~~
3. The vote ~~shall be by anonymous ballot.~~

**Commented [ZG36]:** This section previously allowed amendments or revisions by a show of hands at the next meeting provided that 15 days' notice was given. The revisions require a more formal process.

**Deleted:** of those

**Deleted:** who are present at any Annual, Regular or Special Meeting, provided that

**Deleted:** meeting stating such amendment, revision or repeal which will be considered at the specified meeting at which the vote will be taken.

**Deleted:** may

**Deleted:** or by show of hands at the discretion of the

**Deleted:** Presiding Officer

**Deleted:** Board at that prior to the meeting

**Deleted:** <#> Amendments or revisions arising from legal decisions that cause any portion of these bylaws to become illegal shall be drafted and approved by the Board, reviewed by the TEA legal counsel, and adopted by a vote of the Board. ¶

## TECHNICAL EMPLOYEES' ASSOCIATION

Alton Gaskill, President

Michael Sands, Vice-President

Gillian Zacharias, Secretary

Sally Turner, Treasurer

Ken Madden, Chair of Council of Representatives

Roger Browne, Wastewater Bargaining Chair

Jerry Williams, Transit Bargaining Chair

.....Section Break (Next Page).....

