

# SHORELINE EDUCATION ASSOCIATION CONSTITUTION & BYLAWS June 2016

## ARTICLE I

### NAME AND INCORPORATION

**Section 1.** The name of the organization shall be the Shoreline Education Association (SEA), hereafter referred to as the Association or SEA. The Association is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

**Section 2.** The Association shall be incorporated as a nonprofit organization under the laws of the State of Washington.

## ARTICLE II

### PURPOSE

The purpose of the Association shall be to represent all members and improve the quality of education by:

- a. Speaking with authority for the teachers of the Shoreline School District.
- b. Communicating and bargaining with the Shoreline School Board on matters relating to the Certificated Staff.
- c. Advising the Superintendent in the development of recommended District policy.
- d. Promoting professional growth and standards among its members.
- e. Promoting cooperation and understanding between teachers and the community.

## ARTICLE III

### MEMBERSHIP, DUES, AND FINANCES

#### Section 1. Certificated Employees

Certificated employees of the Shoreline School District who have not been excluded by law or the Collective Bargaining Agreement, or are retired members, shall become active members of the Shoreline Education Association upon payment of annual dues, provided that such annual dues include membership in the Washington Education Association and the National Education Association. Active membership shall be continuous until the member resigns from the Association, fails to pay dues, or is removed for just cause as determined by the SEA Executive Board. Retired staff who wish to remain members shall pay active annual dues. All active members of the Association shall have equal rights and privileges within the Association.

#### Section 2. Dues and Finances

a. Dues:

- 1) The SEA Rep Council shall determine the SEA dues structure.
- 2) Substitute Dues. Substitute dues shall be one-third of the annual SEA dues. Dues shall be collected for the first ninety (90) days of employment, on a per day rate.
- 3) The dues shall be payable through monthly payroll deductions.

b. Finances:

- 1) The fiscal year of the SEA shall extend from September 1 to August 31, at which time all fiscal records must be turned over to the Vice-President.
- 2) The preliminary budget shall be submitted by the President to the SEA Executive Board no later than the October SEA Executive Board Meeting. The budget for the current year shall be approved by the SEA Representative Council at its meeting in October.
- 3) The budget for the previous year shall be approved by the SEA Representative Council at its meeting in November.
- 4) The SEA shall reimburse the Shoreline School District for the contract cost of releasing the President, if necessary.

- 5) Officers shall have an expense amount allocated in the budget, the amount to be recommended by the President and subject to approval of the SEA Representative Council.
- 6) There will be an internal audit performed at least at the minimum frequency required by WEA and to maintain the non-profit status of the organization.

c. Crisis Account:

- 1) A Crisis is considered a strike action, legal action against SEA or its officers, and any other situation as determined by the SEA Executive Board and the SEA Representative Council.
- 2) Authorization of spending of funds from the Crisis Account will be on the recommendation of the SEA Executive Board and approval of the SEA Representative Council.
- 3) In the event of a crisis occurring when school is not in session, the SEA Executive Board shall have the authority to authorize spending from the Crisis Account.

d. Reserve Account(s):

- 1) A Reserve Account can be set up for a special reason upon the approval of the SEA Executive Board.
- 2) Authorization for spending of funds from a Reserve Account will be on the recommendation of the SEA Executive Board and approval of the SEA Representative Council.

<b>ARTICLE IV</b>
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<b>OFFICERS</b>
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**Section 1. Composition**

The elected officers of this Association shall be the President, Vice-President, and Secretary.

**Section 2. Qualification**

A candidate for office must be an active member of SEA.

**Section 3. Term**

An officer of the SEA shall hold office for two years. Officers shall be elected by the general membership of SEA biannually, no later than May 15, by secret ballot. A majority vote shall elect. The newly elected officers shall assume office on July 1<sup>st</sup>. There is no limitation of successive terms.

#### **Section 4. Nominations and Elections**

- a. Nominations. Any consenting active SEA member may become a candidate for office by:
  - 1) submitting a Nomination Form to the President during the open nomination period previously approved by the Nominations and Elections Co-Chairs, OR
  - 2) being nominated by an active member of SEA during a meeting of the SEA Representative Council that falls within the open nominations period.
  
- b. Elections. The Nominations and Elections Co-Chairs shall be responsible for supervising and conducting the elections.

#### **Section 5. Powers and Duties**

- a. President. The President shall have the following powers and duties:
  - 1) To call for and preside at all meetings of the SEA Executive Board, the SEA Representative Council, and SEA General Membership, and serve as the Shoreline Athletics and Activities Association (SAAA) President.
  - 2) To appoint active SEA members as chairs and members to the SEA Committees, Teams, Task Forces, and ad hoc committees with the approval of the SEA Representative Council.
  - 3) To make recommendations and appointments of active SEA members to District and Joint committees.
  - 4) To appoint SEA and SAAA bargainers, to call for formal bargaining, and to meet with the SEA Bargaining Team, SAAA Bargaining Team, elected officers, and the UniServ Representative(s) for bargaining strategy.
  - 5) To represent the Association at meetings with school district management.
  - 6) To work with the Vice-President in the preparation of the annual financial budget, periodic financial reports, and other financial reports as may be required by SEA.
  - 7) To present financial reports, including "Profit/Loss" statements, at the November and June SEA Representative Council meetings, and at each SEA Executive Board meeting.
  - 8) To co-sign all expenditures of money drawn on the treasury.
  - 9) To sign contracts and other instruments connected with the business affairs and professional activities of SEA.
  - 10) To negotiate with the Vice-President the contract of the Administrative Assistant.

- 11) To insure that SEA is in compliance with WEA and NEA Constitutions and Bylaws.
- 12) To run for the position of delegate to the WEA Representative Assembly.
- 13) To provide regular, written (and/or electronic) communications regarding SEA activities to the SEA Representative Council and the membership.
- 14) To serve as a member of the WEA-Cascade UniServ Council Board.
- 15) To perform such duties as may properly pertain to the office as provided elsewhere in the Bylaws and Standing Rules.

b. Vice-President.

- 1) To assume the position of President if the President is unable to fulfill the term of office.
- 2) To represent the President as requested at meetings and conferences sponsored by SEA or where an official of the SEA needs to be present.
- 3) To work with the President in the preparation of the annual financial budget, periodic financial reports, and other financial reports as may be required by SEA.
- 4) To assist the President in the administration of the activities of the SEA.
- 5) To negotiate with the President the contract of the SEA Administrative Assistant.
- 6) To work with the President in supervising financial duties which are done on a day-to-day basis by the SEA Administrative Assistant.
- 7) To run for the position of delegate to the WEA Representative Assembly.
- 8) To be a member of the SEA Executive Board.
- 9) To perform such duties as may properly pertain to the office of Vice-President and to carry out any administrative functions that may be assigned by the President, or that may arise as a result of structural and organizational changes which may occur within the Association.

c. Secretary. The Secretary shall have the following powers and duties:

- 1) To keep records of all proceedings of the SEA Representative Council, SEA Executive Board, and General Membership Meetings;
- 2) To serve as a member of the SEA Executive Board.

- 3) To perform such duties as may properly pertain to the office of Secretary and to carry out any administrative functions that may be assigned by the President, or that may arise as a result of structural and organizational changes which may occur within the Association.

## **Section 6. Stipends**

- a. The Vice-President and the Secretary shall receive a set stipend as approved by the SEA Representative Council. Stipends will be dispersed in June.
- b. The President shall receive a yearly stipend as approved by the SEA Representative Council. The stipend shall be dispersed in 12 equal payments throughout the SEA fiscal year. This stipend is in recognition for the work done as President for the months July through June.
- c. If the President is unable to complete a term of office then the SEA Executive Board shall make a recommendation to the SEA Representative Council for how the remaining stipend balance shall be distributed. The SEA Representative Council shall decide how the remaining stipend balance shall be distributed.

## **Section 7. Replacement of Elected Officer**

- a. In the event that the President cannot fulfill the required term of office and the Vice President is unable to assume the presidency, the SEA Executive Board will have the authority to appoint an active SEA member to the position.
- b. In the event that an officer other than the President cannot fulfill the required term of office, the SEA Executive Board will have the authority to appoint an active SEA member to the appropriate position.
- c. The person appointed to an office will serve the balance of the original term.

## **Section 8. Recall**

- a. An elected officer may be removed from office for just cause. The recall must be initiated by petition of at least 20 percent of the SEA general membership.
- b. The SEA Executive Board shall notify in writing, any officer who has been recommended for recall.
- c. A SEA General Membership Meeting for information will be scheduled within (30) days after receipt of the recall petition.
- d. A secret ballot election shall be held within two weeks following the SEA General Membership Meeting.

## ARTICLE V

### SEA EXECUTIVE BOARD

#### Section 1. Composition

There shall be an SEA Executive Board which shall be composed of the President, Vice-President, Secretary, one member elected from the SEA Representative Council, two At-large Representatives elected from the SEA membership, and the Equity & Ethnic Minority Representative, the Legislative Chair, the Nominations and Elections Co-Chairs, the Bargaining Team Chair, the Membership Chair, and chairs of other SEA Committees or Teams that the SEA Executive Board and SEA President deem necessary and appropriate.

#### Section 2. Qualifications

Any active SEA member shall be eligible for election to the SEA Executive Board. The representation of ethnic-minority members on the Executive Board shall be proportionate to the Association's ethnic-minority membership. If, after taking office, the Executive Board does not have ethnic-minority representation at least proportionate to the total ethnic-minority member ratio, the President shall call an election for the purpose of electing ethnic minority member(s) to bring the Executive Board into compliance.

#### Section 3. Terms

The terms of the SEA Executive Board membership shall be for two years, except for the Representative Council member, which may be one year.

#### Section 4. Nominations and Elections of SEA Representative Council and At-Large Representatives

- a. SEA Representative Council Executive Board Member
  - 1) Any consenting active SEA member who is a member of the SEA Representative Council may become a candidate for this position by being nominated at the October SEA Representative Council meeting.
  - 2) The representative shall be elected by a majority vote by the members of the SEA Representative Council at the October SEA Representative Council meeting.

- b. At-Large Executive Board Representatives – Any consenting active SEA member may become a candidate for this position by:
  - 1) submitting a Nomination Form to the President during the open nomination period previously approved by the Nominations and Elections Committee; OR by
  - 2) being nominated by any active member of SEA during the March meeting of the SEA Representative Council.
- c. An At-Large Representative may be recalled in the same manner as is outlined above in Article IV, Section 8.
- d. An At-Large Representative who is unable to fulfill their required term of office shall be replaced in the same manner as outlined above in article IV, section 7.

### **Section 5. Duties of the Executive Board**

- a. The SEA Executive Board shall meet at the discretion of the President, and shall have the power to determine policies governing the administrative services and publications of the SEA, to act on behalf of the SEA in business affairs subject only to the restrictions provided by law and the Bylaws of SEA, and to exercise such other powers as may be prescribed elsewhere in the Bylaws.
- b. The SEA Executive Board will approve the job description, performance standards, pay scale, and contract of the SEA Administrative Assistant.
- c. In times when the SEA Representative Council is unable to be convened, for example, when school is not in session, the SEA Executive Board shall be authorized to act on its behalf. A notice of any such actions will be reported to the Representative Council at its next regularly scheduled meeting.
- d. The SEA Executive Board shall be responsible to the SEA Representative Council for its actions.

### **Section 6. Duties of Appointed Executive Board Positions**

- a. The Nominations and Elections Co-Chairs shall supervise and be responsible for conducting elections in accordance with the provisions in Article VIII.
- b. The Legislative Chair shall be responsible for working with the SEA President to keep members informed of local, state, and national legislation that could affect public education.
- c. The Bargaining Chair shall be responsible for assisting the SEA President, UniServ Representative(s) and/or Chief Negotiator to direct the work of the SEA Bargaining Team, as described in Article X, Section 3), a.



- d. The Bargaining Support Team Chair shall be responsible for assisting the SEA President and UniServ Representative(s) to direct the work of the SEA Bargaining Support Team, as described in Article X, Section 3), a.
- e. Chairs of other Committees or Teams shall be assigned responsibilities by the SEA President and/or Executive Board.

**Section 7. Stipends**

SEA Executive Board members shall receive a set stipend as approved by the SEA Representative Council. Stipends will be dispersed in June.

<b>ARTICLE VI</b>
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<b>SEA REPRESENTATIVE COUNCIL</b>
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**Section 1. Composition**

The SEA Representative Council shall consist of the elected officers and at least one representative from each worksite, proportioned on the basis of one (1) representative for each 15 active SEA members or the major fraction thereof.

**Section 2. Qualifications**

Any active SEA member shall be eligible for election to the SEA Representative Council. All representatives shall have one (1) vote. Ethnic-minority representation shall be proportionate to the total ethnic-minority membership of the Association. If, after taking office, the Representative Council does not have ethnic-minority representation at least proportionate to the total ethnic-minority member ratio, the President shall call an election for the purpose of electing ethnic minority member(s) to bring the Representative Council into compliance.

**Section 3. Elections and Terms of Office**

The representatives shall be elected by the majority vote of the active SEA members in each building or eligible group prior to the first fall SEA Representative Council meeting. Vacancies and resignations shall be the responsibility of the active SEA members at each worksite.

**Section 4. Functions, Powers, and Duties**

The SEA Representative Council shall be the governing body of the SEA and shall have the following powers and duties:

- a. To serve as the policy-making and legislative body in carrying out the purposes of the SEA.
- b. To consider and act upon concerns submitted by any member of the SEA.

- c. To ratify appointments made by the President to all committees, teams, and task forces.
- d. To refer matters to the committees, commissions, and task forces for deliberation and the formulation of proposals.
- e. To call proposals out of committees, commissions, and task forces.
- f. To approve the annual SEA budget.
- g. To approve unusual expenditures of funds which are not provided for in the annual SEA budget.
- h. To approve appointments to the Bargaining Team and authorize the Bargaining Team to bargain with the Shoreline School District.
- i. To review SEA Bargaining Team reports and provide feedback about bargaining progress and priorities, when necessary.
- j. To serve as a body to document and review complaints of violation of contract, SEA Bylaws, and Standing Rules.
- k. To annually review and modify, as necessary, the SEA Core Values.
- l. To initiate the procedure for censuring a member if warranted.
- m. To perform such other duties and exercise such other powers as may be provided elsewhere in the Bylaws.
- n. To approve contract waivers within 30 days of waiver presentation to SEA.
- o. To elect a member of the SEA Representative Council to represent the SEA Representative Council on the SEA Executive Board.
- p. To approve all stipend amounts in June for the following year.

## ARTICLE VII

### SEA BUILDING REPRESENTATIVES

#### **Section 1. Functions, Powers, and Duties**

The SEA Building Representative shall have the following powers and duties:

- a. To communicate building issues and concerns with the SEA Representative Council, SEA Executive Board, and SEA Officers.
- b. To communicate issues and concerns from the SEA Representative Council, SEA Executive Board, and SEA Officers to the SEA building members, including substitutes.
- c. To serve as a mediator when requested between SEA members or between an SEA member and building administrator.
- d. To attend all Representative Council meetings, or when not able to attend, find a suitable substitute.
- e. To recruit building members for ad hoc duties as needed.

- f. To serve as an advocate for SEA and WEA members.

## **Section 2. Stipends**

SEA Building Representatives shall receive a set stipend as approved by SEA Representative Council. Stipends will be dispersed in June.

## **ARTICLE VIII**

### **Nominations and Elections of Officers, Executive Board Representatives, and WEA and NEA Delegates**

The Nominations and Elections Co-Chairs shall supervise and be responsible for:

- a. Securing candidates for pending vacancies in accord with SEA, WEA, and NEA guidelines.
- b. Establishing and publishing an election timeline of SEA, WEA, and NEA elections.
- c. Preparing, distributing, and collecting election ballots for SEA elections and issues.
  - 1) Ballots shall list the names of all nominees and shall include space for write-ins for each position and may allow for single or multiple office-holder elections.
  - 2) Ballots shall be distributed by SEA Building Election Representatives.
  - 3) All ballots shall be returned to the committee at the appointed collection site by the SEA Building Election Representative or his/her appointed designee(s).
  - 4) For those members who are on extended leave, provisions shall be made for balloting by mail.
  - 5) Active substitute teachers who are members shall vote at the SEA Office, or provisions may be made for balloting by mail.
- d. Tabulating elections results.
  - 1) The Nominations and Elections Committee shall count the ballots according to the following guidelines:
    - (a) To ensure the one (1) member, one (1) vote principle, ballots cast must not exceed the number of signatures on the ballot signature roster for each building.
    - (b) Ballots shall be counted twice at the first counting if there is a 5% difference or less in the total vote for a given position.
  - 2) The tabulation process shall be open to observation by the nominees or by their designee(s).

- 3) Single Office-holder Elections. In such cases that only one candidate will be elected to an office, the following shall apply:
    - (a) In such cases when two or fewer candidates are running for election, the candidate with the highest number of votes will be declared the winner.
    - (b) In such cases when three or more candidates are running for election, if a majority votes is received by one candidate, that candidate will be declared the winner. If no candidate receives a majority vote, there will be a run-off election within fifteen (15) calendar days between the two candidates with the most votes.
  - 4) Multiple Office-holder Elections. In such cases that multiple candidates will be elected to an office, a number of candidates corresponding to the number of offices to be elected shall be declared elected based on the highest number of votes received for the top candidate, and subsequent highest votes for each candidate thereafter.
  - 5) If a candidate wishes to challenge an SEA election, written notification of that challenge shall be received in the SEA office by 5:00 PM no later than seven (7) calendar days after the tabulation of election results. The SEA Representative Council will review the challenge and vote on next steps at the subsequent, regularly scheduled meeting.
- e. Publishing election results. Election results shall be printed as percentages and shall be published as soon as possible after candidates have been notified. The results shall be reported to the SEA Representative Council at one of its regular meetings and in an official SEA publication to the members.

## **ARTICLE IX**

### **SEA MEETINGS**

#### **Section 1. SEA General Membership Meetings**

General Membership Meetings shall be called at the discretion of the President or by petition of the SEA Representative Council. Special meetings may be called at the discretion of the SEA Executive Board. Decisions shall be made by the majority of those present and voting. As with all public elections, results of votes by paper ballots shall be published as a percentage of votes cast.

**Section 2. SEA Representative Council Meetings**

The SEA Representative Council shall meet at least monthly during the school year. Decisions shall be made by the majority of those present and voting.

**Section 3. SEA Executive Board**

The SEA Executive Board shall meet at least monthly and at the request of the President. Decisions shall be made by the majority of those present and voting.

**Section 4. Quorum**

A quorum for all SEA meetings shall be those active SEA members present and voting.

**ARTICLE X**

**SEA COMMITTEES/TEAMS/TASK FORCES**

The Association shall establish Committees, Teams, and Task Forces. Each Committee, Team, and Task Force shall meet according to a calendar developed by its chair.

**Section 1. Overall Procedures**

- a. Any active SEA member shall be eligible to serve on any SEA committees, teams, or task forces.
- b. SEA Committee members shall serve two-year terms, or as determined by the SEA President.
- c. SEA Teams
  - 1) Members shall serve three-year terms, unless otherwise dictated by these bylaws, at least one-third of the members being appointed or replaced each year.
  - 2) Teams may include, but not be limited to, the:
    - (a) Bargaining Team
    - (b) Bargaining Support Team
    - (c) Grievance & Contract Maintenance Team.
- d. Task Force members shall serve at the discretion of the President.
- e. Vacancies occurring during the year shall be filled by appointment of the SEA Executive Board for the remainder of the term.

- f. Each Committee/Team/Task Force chair shall prepare an annual written report. The report shall include:
- 1) a list of Committee/Team/Task Force members and terms of service;
  - 2) summary of objectives;
  - 3) activities;
  - 4) accomplishments;
  - 5) recommendations.
- The report shall be submitted to the President by June 1.

## **Section 2. Titles and Duties of Committees**

- a. Committees shall be established through collective bargaining and/or at the discretion of the SEA President, SEA Executive Board, or SEA Representative Council.

## **Section 3. Titles and Duties of Teams**

- a. The SEA Bargaining Team is organized to bargain with the school district representatives.
- 1) Structure of the SEA Bargaining Team:
    - (a) The SEA Bargaining Team shall consist of active SEA members inclusive of the Chair, appointed by the President, and approved by the SEA Representative Council. The SEA Bargaining Team shall also include the UniServ Representative(s).
    - (b) The SEA Bargaining Team members, whenever possible, shall include representatives from the elementary school, middle school, high school, and other certificated groups.
  - 2) Structure of the SEA Bargaining Support Team:
    - (a) The SEA Bargaining Support Team shall consist of up to thirty active SEA members inclusive of the Chair, who are appointed by the President with the annual approval of SEA Representative Council.
    - (b) The chair shall be a member who has served at least a one-year term on the SEA Bargaining Support Team. The Chair may also be the SEA President.
    - (c) The SEA Bargaining Support Team members, whenever possible, shall include representatives from the elementary school, middle school, high school, and other certificated groups.
  - 3) Responsibilities of the SEA Bargaining Team and SEA Bargaining Support Team:

- (a) The SEA Bargaining Team and Bargaining Support Team shall be guided by the priorities determined by the SEA membership survey.
  - (b) Training opportunities shall be provided for Bargaining Team and Bargaining Support Team members.
- 4) Structure of Bargaining:
- (a) The SEA Bargaining Support Team shall be charged with the task of assisting with research, gathering representative data, and acting as an additional resource for the Bargaining Team.
  - (b) The Bargaining Support Team shall also be charged with organizing SEA members to participate in bargaining-related activities, as directed by the Bargaining Team, Bargaining Support Team, SEA Executive Board, SEA Representative Council, and SEA President.
  - (c) A chief negotiator shall be appointed by the President with the annual approval of the SEA Bargaining Commission and the Bargaining Team.
  - (d) The SEA Bargaining Team shall be composed of the UniServ Representative(s) and SEA members appointed by the SEA President with the approval of SEA Representative Council. The appointments shall be made as the need for bargaining arises.
  - (e) The SEA Bargaining Team shall be charged with the task of bargaining with school district representatives, and shall have the responsibility of:
    - (1) communicating its progress to members;
    - (2) presenting the completed Tentative Agreement to the membership at a ratification meeting.
  - (f) If the President, the SEA Representative Council, SEA Executive Board, or Bargaining Team deem it necessary to establish a new Bargaining Team, members of the new team shall be selected, whenever possible, from existing Bargaining Support Team members.
  - (g) When the SEA Bargaining Team has reached Tentative Agreement of a new contract, a General Membership Meeting for ratification shall be called. Ratification shall be authorized by the majority of those present and voting.

- (h) The SEA Bargaining Team members shall receive a set stipend as approved by the SEA Representative Council.
  - (1) Bargaining stipend earned during the student school year shall be disbursed by the end of June.
  - (2) Bargaining stipend earned after the end of the student school year shall be disbursed following the ratification of the Collective Bargaining Agreement.
  
- b. The SAAA Bargaining Team is organized to bargain with school district representatives.
  - (1) Structure of the SAAA Bargaining Team:
    - a. The SAAA Bargaining Team shall consist of SAAA members, appointed by the SEA President with the approval of SEA Representative Council. The SAAA Bargaining Team shall also include the UniServ Representative(s).
    - b. The SAAA Bargaining Team members, whenever possible, shall include representatives from the elementary school, middle school and high school.
  
  - (2) Structure of Bargaining:
    - a. The SAAA Bargaining Team shall be charged with the task of bargaining with school district representatives.
    - b. When the SAAA Bargaining Team has reached Tentative Agreement of a new contract, the SAAA membership shall be notified and a vote for ratification shall be called.
    - c. Ratification shall be authorized by a minority vote of those eligible to cast a ballot. Eligibility shall be defined as:
      - (1) SEA members (excluding fee-payers) who have worked in an SAAA position in the current school year.
      - (2) SESPA members (excluding fee payers) who have worked in an SAAA position in the current school year.
      - (3) Other classified employees who are not working in a SESPA position and who have worked in an SAAA position in the current school year.



- (3) Grievance/Contract Maintenance. Grievance Procedures are established by the Collective Bargaining Agreement between the SEA and the Shoreline School District. The Executive Board will make the final determination regarding any recommendation to advance a grievance to arbitration.

## **ARTICLE XI**

### **CASCADE UNISERV COUNCIL**

The Shoreline Education Association is part of the WEA-Cascade UniServ Council (CUC). The number of representatives from SEA serving on the WEA-Cascade UniServ Council Board is determined by the Bylaws of that organization. The President will represent SEA on the CUC Board.

## **ARTICLE XII**

### **DELEGATES**

All SEA delegates to the NEA Convention and the WEA Representative Assembly shall be elected according to the current delegate election procedures as established by NEA and WEA respectively. If an elected delegate is unable to attend the NEA Convention or WEA Representative Assembly, the SEA Executive Board will appoint a successor delegate.

## **ARTICLE XIII**

### **POLICY AUTHORITY (VOTING)**

A majority vote of the membership present and voting at any duly authorized meeting shall determine the policies and actions of the Association except as otherwise provided in this Constitution and Bylaws. The SEA President shall determine the method of voting, unless decided by the majority of the respective active SEA members, or unless otherwise specified in these Bylaws.

## **ARTICLE XIV**

## PARLIAMENTARY AUTHORITY

The conduct of all meetings shall be governed by *Robert's Rules of Order Newly Revised*, except when those rules are in conflict with the provisions in the SEA Bylaws or Standing Rules.

### ARTICLE XV

#### RATIFICATION OF AGREEMENT & AUTHORIZATION FOR STRIKES

**Section 1.** The president and the chairperson of the bargaining team shall be authorized to sign a legal, binding, yearly or multi-year agreement with the employing board only after completion of the following procedure at a general membership meeting:

- a. A report and recommendation by the Bargaining Team,
- b. A written digest of the proposed agreement or changes provided to all members in attendance at the ratification meeting,
- c. Discussion by the membership, and
- d. A majority affirmative vote by secret ballot of the total active membership present and voting.

**Section 2.** Except in a work stoppage situation, at least a twenty-four (24) hour written/electronic notice of the ratification meeting is required. The notice shall specify the date, time, place and purpose of the meeting.

**Section 3.** Strike action must be authorized by a seventy-five (75) percent majority vote of those members present and voting in a general membership meeting.

### ARTICLE XVI

#### AMENDMENT(S)

**Section 1. Proposal**

Proposals to amend this Constitution and Bylaws may be made by the Executive Board, Representative Council, or by petition initiated by at least 20 percent of the SEA general membership.

**Section 2. Notice**

A copy of proposed amendments shall be made available to each active member of SEA through the Building Representative. Such publication or notice shall occur no fewer than 30 days prior to the time at which the proposed amendment(s) is/are to be considered for adoption by the general membership at a General Membership Meeting or by an official ballot conducted by the SEA Building Election Representatives in their

respective buildings. The results shall be reported to the SEA Representative Council at one of its regular meetings and in an official SEA publication to the members.

**Section 3. Adoption**

Any amendment shall be adopted by the affirmative vote of two-thirds of the members voting in a general meeting of the membership or by official SEA ballot.

**Section 4.** Any adopted amendment to these Bylaws shall become effective immediately unless otherwise provided for in the amendment.

Changed from Constitution/Bylaws to Bylaws 1989 (RR/MT/RL)

Revised 3/91 Election Procedures (DR/WB:rl)

Revised 2/92 Total Bylaw Revision (DS/JA/WB:rl)

Revised 4/94 Amended Sections Revision (DS/KP/MLS/RR/MB:rl)

Revised 2/02 Total Bylaw Revision (CR/JS/GC/TD/MM:cr)

Revised 5/03 By-Laws Structure Article III, Section 2.a.1

Revised 5/10 Total Bylaw Revision (EB/ES/LT/KT)

Revised 6/7 Amended Articles: Article IV Sections 6b & 6c, Article V Section 4d, Article VI Section 4g, Article X Section 4h, Article XV Section 1b,c,d

Revised 6/12 Partial Bylaw Revision (ES)

Revised 6/16 Partial Bylaw Revision (DG)