

PENINSULA EDUCATION ASSOCIATION BYLAWS

August 26, 2015

ARTICLE I MEMBERSHIP

All members of the recognized bargaining unit are eligible for local association membership. The Peninsula Co-Curricular Association will be a department under the auspices of the Peninsula Education Association.

ARTICLE II DUES, FEES, AND ASSESSMENTS

Section 1 Association members and agency shop fee payers shall pay dues/fees as agreed upon up to the designated percentage of the base salary of the previous year. (The current percentage is 1.0%.)

Section 2 The annual dues of an active member who presents proof of one-half (1/2) employment or less shall be one-half (1/2) of the dues for active members as stated above.

Section 3 The annual dues for other classes of membership shall be set by the Representative Council.

Section 4 Dues changes for the ensuing year will be announced at the final spring meeting of the Representative Council and will go into effect on September 1 of each year.

Section 5 The Representative Council shall vote on any changes in dues.

Section 6 Payment of Peninsula Education Association dues shall be accompanied by payment of Washington Education Association and National Education Association dues.

Section 7 Special assessments may be levied by a two-thirds (2/3) vote of the quorum as defined in Article XII, Section 3 of the Bylaws.

ARTICLE III MEETINGS

Section 1 There shall be at least nine (9) Executive Board meetings per year. All Executive Board meetings shall be called by the President with at least ten (10) days written notice or by a majority of the Executive Board with at least ten (10) days written notice.

Section 2 The President shall call at least five (5) meetings of the Representative Council each year. One shall be in September for the purpose of adopting the budget; one shall be for the purpose of nominating representative assemblies delegates following Washington Education and National Education Associations nomination guidelines; and, one shall be in April for the purpose of nominating officers and UniServ representatives.

Section 3 Special meetings of the membership may be called by the President, the Executive Board and/or the Representative Council within fifteen (15) working days of the receipt of a petition to the President signed by ten percent (10%) of the members.

Section 4 All meetings of the membership, except emergency special meetings, shall be announced by a written notice to each member at least ten (10) days in advance of said meeting.

Section 5 The Executive Board and/or the Representative Council may call an emergency meeting by a majority vote of any governance body at any time.

ARTICLE IV DUTIES OF THE REPRESENTATIVE COUNCIL

Section 1 The duties of the Representative Council shall consist of the following:

- a. Establish Association policies and objectives;
- b. Establish guidelines and hear continuing reports on bargaining process;
- c. Adopt the annual budget;
- d. Adopt rules and agenda for its meetings;
- e. Approve or ratify the establishment of committees not established in the Bylaws;
- f. Elect five(5) at-large members of the Executive Board from the Representative Council, one each from elementary, middle school, high school, special services, and one-at large, the composition of which must reflect ethnic-minority representation as required by WEA rules and/or regulations;
- g. Enact such other measures as may be necessary to achieve the goals and objectives of the Association which are not in conflict with this Constitution and the Bylaws; and
- h. Approve changes in dues.

Section 2 The duties of the Representative Council members at each work site shall consist of the following:

- a. Call meetings of the Association members to discuss Association business;
- b. Maintain two-way communication within the building;
- c. Inform members of elections, meetings, information, etc;
- d. Report to the President any situations or concerns of members;

- e. Assist in the elections process as determined by Article VII of the Bylaws; and,
- f. Perform all duties of the Representative Council at the worksite in a timely fashion.

ARTICLE V DUTIES OF OFFICERS

Section 1 The President shall:

- a. Preside over meetings of the Executive Board, Representative Council, and General Membership;
- b. Appoint and/or discharge the chairperson and members of committees with the approval of the Executive Board and/or Representative Council;
- c. May serve as an ex-officio member of all committees;
- d. Be the Executive Member of the Association;
- e. Represent the Association before the school board, school district management, and the public, or appoint a representative for this duty;
- f. Attend all school board meetings;
- g. The president, and president and/or vice president elect shall be delegates to UniServ, and the Washington Education Association Representative Assembly. The president and president elect shall be delegates to the National Education Association Representative Assembly. This shall be designated on each ballot as stated in the 1994 WEA/NEA Credential Guidelines/Procedures: Section C.2. "The officer elected shall serve as a delegate to the WEA/NEA Representative Assembly."
- h. Call for a special election within thirty days, if, after taking office, the new Representative Council and/or Executive Board does not have ethnic minority representation at least proportionate to the member ratio, for the purpose of election of (an) ethnic-minority member(s) to bring the Representative Council and/or Executive Board into compliance;
- i. Be authorized to co-sign checks with the Vice-President, Secretary or Treasurer;
- j. Perform all other functions usually attributed to this office; and
- k. Coordinate new member orientation.

Section 2 The Vice-President shall:

- a. Meet with committee chairs to discuss committee progress;

- b. Be authorized to co-sign checks with the President, Secretary, or Treasurer;
- c. Attend Executive Board meetings;
- d. Attend building representative/Rep. Council meetings;
- e. Communicate with members about their concerns;
- f. Attend School Board meetings when the President is unable to attend; and,
- g. Perform all other functions usually attributed to this office.

Section 3 The Secretary shall:

- a. Keep accurate minutes of all meetings of the Executive Board, Representative Council and General Membership, and see that minutes are distributed to Executive Board, and Representative Council within thirty (30) working days of each meeting;
- b. Maintain official files and assist the President with Association correspondence;
- c. Turn over official records to his/her successor upon the end of his/her term of office;
- d. Distribute copies of all proposed amendments to the Constitution and Bylaws; and,
- e. Be authorized to co-sign checks with the President, Vice-President, or Treasurer; and,
- f. Perform all other functions usually attributed to this office.

Section 4 The Treasurer shall:

- a. Oversee the collection, transmittal, and disbursement of dues;
- b. Deposit all monies in a bank in the name of the Association;
- c. Notify the Association of the name of the bank in which dues are deposited;
- d. Hold all funds and disburse them accordingly upon the submission of vouchers approved by the President;
- e. Be authorized to co-sign checks with the President, Vice-President, or Secretary;
- f. Prepare the books for an audit;
- g. File all appropriate federal and state forms;

- h. Assist in drafting the annual budget; and
- i. Perform all other functions usually attributed to this office.

Section 5 The duties of the Past President shall be:

- a. Serve on all governing bodies;
- b. Advise the current President;
- c. Assist in the transition process;
- d. Perform all other functions usually attributed to this office; and
- e. This person will serve for a period of one year.

ARTICLE VI DUTIES OF THE EXECUTIVE BOARD

Section 1 Between meetings of the Representative Council, the Executive Board shall conduct and manage the affairs and business of the Association, including interpretation of this Constitution and Bylaws.

Section 2 The Executive Board shall draft Association programs, policies, and activities to be presented at Representative Council for implementation.

Section 3 With the exception of committees established by the membership or the Representative Council, the Executive Board shall approve the appointment and discharge of all standing and special committee members shall approve the creation of all special committees and shall review the activities of all committees.

ARTICLE VII ELECTIONS, ETC.

Section 1 The President shall appoint an Election Chair each year. The Chair shall preside over a committee consisting of the Representatives from each building. The Election Chair shall be responsible for:

- a. Announcing open positions;
- b. Securing nominations from General Membership;
- c. Getting consent of individuals nominated;
- d. Balloting;

- e. Following all timetables provided by Peninsula, Washington and National Education Associations for electing officers and delegates;
- f. Preparing, distributing, and supervising secret ballots for a period of three (3) working days;
- g. Collecting the secret ballots;
- h. Meeting at the end of the three (3) working day period to tally the ballots; and,
- i. Communicating the names of the newly elected delegates and officers in each building.

Section 2: At each building site, a representative is responsible for:

- a. Preparing, distributing, and supervising secret ballots for a period of three (3) working days;
- b. Collecting the secret ballots;
- c. Communicating the names of the newly elected delegates and officers in each building.

Section 2 (3) Announcement of open positions for delegates for Washington Education Association and National Education Association Representative Assemblies shall be made at the appropriate Representative Council Meeting as determined by WEA/NEA delegate selection guidelines. Candidate information may be provided by the association. The election will take place within one week of the closing of the nominations. Ballots shall be returned to the Election Chair by the end of three (3) working days.

Section 3 (4) Announcement of open positions for officers and UniServ representatives shall be made at the March Representative Council Meeting. Nominations for officers and UniServ Representatives shall be closed at the April Representative Council meeting. Candidate information will be provided by the association to all voters Election ballots shall be distributed one week following the closing of nominations at the April Representative Council meeting. Ballots shall be returned to the Election Chair by the end of three (3) working days.

Section 4 (5) Each building, or unit of employees, shall elect their Building Representatives prior to the September Representative Council meeting with representatives taking their seats at the September meeting. A building is entitled to one representative per ten (10) teachers or fraction thereof.

ARTICLE VIII COMMITTEES

Section 1 Standing committees are authorized by the Bylaws. Special committees may be established by the Executive Board or Representative Council. Committee members shall be appointed by the President with the approval of the Executive Board or Representative Council. Standing committee members shall serve until the end of the school year for which they are

appointed or until discharged by the President with the approval of the Executive Board or Representative Council. Special Committee members shall serve until their committee is dissolved by the Executive Board or Representative Council or until discharged by the President with the consent of the Executive Board or Representative Council. All committees shall represent, where appropriate, elementary, middle, and high school teachers; specialists; special services personnel; and/or departments.

Section 2 Standing Committees shall include, but not be limited to:

a. Bargaining Committee

b. Elections Committee

1) See Article VII, Nominations and Elections Procedures

c. Budget Committee

1) The Vice-President will chair this committee. Two of the members will be the current treasurer and president.

d. Bill Simpson Award Committee

1) The Bill Simpson Award recipient will be selected from nominations by the General Membership. The recipient will be selected through a committee process. The committee will be composed of a chair who will be the immediate past recipient, a minimum of three (3) past recipients. The committee will call for nominations beginning in April, close the nominations in May and make their final selection following the May Representative Council meeting. The newly selected recipient will be announced at the fall General Membership ratification meeting or annual beginning of year district welcome-back meeting.

e. Scholarship Committee

Section 3 These committees may include, when possible, a representative from elementary, middle, secondary levels, and special services.

Section 4 A majority of all members of any committee shall constitute a quorum.

Section 5 The Committees shall receive their charges from the President, as approved by the Executive Board or Representative Council.

Section 6 Minutes of the proceedings of each committee shall be filed with the Secretary of the Association in a timely manner. The Secretary shall provide copies of the past minutes of standing committees to the committee chairpersons for the ensuing year. All committees shall report to the membership as directed by the President and/or the Executive Board or Representative Council.

ARTICLE IX MEMBERSHIP AND FISCAL YEAR

The membership and fiscal year shall be September 1 through August 31.

ARTICLE X RATIFICATION OF AGREEMENT

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 procedures:

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

Section 2 Ratification of amendments to the negotiated agreement shall occur at a General Membership meeting, a District-Association Committee meeting, an Executive Board meeting or a Representative Council meeting.

Section 3 Except in a work-stoppage situation, at least a twenty-four (24) hour written notice of the ratification meeting is required. The notice shall specify the date, time, place, and purpose of the meeting.

ARTICLE XI CONTRACT WAIVER

The District and Association may agree to waive specific provisions of the Contract in accordance with the following:

Section 1 Requests from a school or work site must be submitted on the Contract Waiver Request Form. The completed form must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of the Section.

Section 2 A contract waiver request must include the following:

Reference to the specific provisions of the Agreement requested to be waived;

Rationale for the waiver;

The specific timelines – beginning and ending dates – for the waiver;

Description of what employees would be affected by the waiver and how they would be affected;

Description of how the decision to request the waiver was made and evidence it reflects approval of the building principal and at least 80% approval of those in the Association's bargaining unit at the school or work site;

Description of the cost or budget impact of the waiver, if any; and

Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.

Section 3 All waivers must be reviewed and approved by the Executive Board.

No Agreement waiver shall be granted for a duration of more than one (1) school year, unless extended in writing by both parties, and no Agreement waiver shall be granted for a duration that extends beyond the expiration date of the current Agreement. Either party to this Agreement may terminate the waiver after providing the other party with at least forty-five (45) calendar days advance written notice or sooner if both parties agree.

Section 4 The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provision shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.

Section 5 Schools shall not use "site-based/shared decision making" to implement conditions of employment that are contrary to the terms of this Agreement without, prior to implementation, first obtaining a waiver as described in this provision.

Section 6 An Agreement waiver will be considered an addendum to the Collective Bargaining Agreement and any dispute as to its interpretation or application will be solved by the parties through either negotiations, the use of the grievance procedure or termination of the waiver. If the parties cannot agree upon a resolution or the means of resolution, the waiver will be terminated within forty-five (45) calendar days upon written notice from one party or sooner if agreed by both parties.

Section 7 For its duration, this Agreement, except to the extent waived pursuant to the above provision, will remain in full force and effect and have full application to the employees covered by this Agreement who are affected by the site based/shared decision making process.

ARTICLE XII QUORUM

Section 1 A simple majority of the ballots returned from the following will be considered adequate to validate said election/vote:

- a. Amendment of Constitution or Bylaws;
- b. Elections;
- c. Dues;

- d. Affiliation;
- e. Negotiated Agreement; and,
- f. Negotiations Package

Section 2 All other Association decisions which are not made by the Representative Council will be governed by a majority of the votes cast at a general meeting for which due notice has been given. (The number of members present at the meeting will constitute a quorum.)

Section 3 The number of members present at a Representative Council, the Executive Board, or a General Membership meeting shall constitute a quorum. The members in attendance at any duly authorized meeting of the Association membership, or those voting in any qualified election, shall constitute a quorum.

ARTICLE XIII PEA/AFFILIATE CONCERTED ACTION

Section 1 Strike action or work stoppage may be called by PEA or any PEA Affiliate (Olympic UniServ, WEA, or NEA). This action must be authorized by simple majority vote of PEA members voting as follows:

- a. Following a General Membership Meeting, the vote shall take place in the respective buildings of the members on the next regularly scheduled workday; and,
- b. The vote shall be taken by secret ballot.

ARTICLE XIV AMENDMENTS

These bylaws may be amended by a majority vote of the members present at a General Membership meeting of the Association as provided in the Bylaws, Article XII.

ARTICLE XV PEACC

Section 1 The officers of the Peninsula Education Association Co-Curricular will be President, Vice-President and Secretary/Treasurer. The term of office will be two years. Nominations will open at the beginning of the school year and elections held by the end of September. Special elections will be held in case an officer resigns from his/her position.

Section 2 The PEACC President will participate on the Labor and Management Communication Team, maintain a list of all PEACC members, handle grievances, work in conjunction with the

PEA president, and handle other duties involved with the business of the PEACC. The President will receive a stipend of \$500 from the PEACC each year in office.

Section 3 The Vice-President will assist the President and fulfill his/her duties in case of need.

Section 4 The Secretary/Treasurer will help maintain the membership list and maintain accounts.

Section 5 PEACC dues are \$30 per year. These dues will be paid by all members who are not members of the Peninsula Education Association.

Section 6. Each middle and high school shall have a Building Representative. These positions may be voluntary or elected- each building will determine its process. The responsibilities of the Building Representative will be to keep a list of all PEACC members in that building, and update the PEACC President as to changes; supporting PEACC members in the building, and informing the PEACC officers of building concerns and issues.

Section 7. The Negotiating Team will consist of no more than 6 members. The team members will also make up the Labor and Management Communication Team. The members will receive a stipend of \$100 annually and \$250 during negotiation years. Members of this team will be determined by the President with the consultation of the other officers.