

BYLAWS

Of

Bellevue School District (BSD)
Transportation Chapter

Of

SEIU Local 925

ARTICLE I – NAME, PURPOSE, AND OBJECTIVES

Section 1 – Name: The name of this chapter shall be Bellevue School District (BSD) Transportation Chapter of the SEIU Local 925.

Section 2 – Purpose: The purpose of this chapter is to represent employees in matters of collective bargaining with BSD and to represent their interests in matters before the State Legislature, and any other body or organization that has an impact upon the members of this chapter.

Section 3 – Objectives: The objectives of this chapter are to achieve fair wages, hours, and working conditions for its members. Democratic principles will be followed to promote active participation in the policies and operations of their workplace, promote recognition and respect for the value of their work, and to advance the lives and welfare of its members in economic, social, and political areas.

ARTICLE II – MEMBERSHIP

Section 1 – Eligibility: Full membership is open to all Regular Bus Drivers (on call drivers are not eligible) who work within the BSD Transportation Department for which SEIU Local 925 is exclusive bargaining representative.

Section 2 – Other forms of Membership: Other forms of membership are subject to the SEIU Local 925 Constitution and Bylaws.

Section 3 – No Discrimination Policy: There shall be no discrimination against any member, or applicant for membership by reason of: race, ethnic origin, creed, color, religion, gender, gender identity, sexual orientation, national origin, ancestry, disability, marital status, political beliefs or affiliation, veteran status, or age; subject to the exceptions with respect to age contained in applicable law.

Section 4 – Membership in Good Standing: Membership in good standing is achieved by signing a membership authorization card within 30 days of hire and up to date on dues. The member is solely responsible to ensure they are in good standing. The Political Action Leader will assist in this process.

ARTICLE III – CHAPTER OFFICERS AND LEADERS

Officers and Leaders of the BSD Transportation Chapter of SEIU Local 925 will strive to act for the benefit of the entire membership. They will also act as a focal point for all members on workplace issues, and provide direction to the appropriate resource for resolution. Chapter Officers and Leaders must be members in good standing for at least two (2) years prior to election. Finally, they shall be comprised of the following:

Section 1 – President, (1 position elected by general membership): The duty of the president

is to: Act as the liaison between members, committees, BSD and the local union; Chair all chapter meetings; Represent members in contract negotiations as a member of the Bargaining Committee, Continue on as a member of the Labor Management Committee (LMC) through the life of the contract; Ensure chapter members are properly informed; Hold Officer, Leader, and Committee meetings as necessary; Ensure representation of the chapter at the Local 925 Leadership Assembly; Establish the need for special AD HOC committees pursuant to Bylaws; and Initiate the Election Process.

Section 2 – Vice President, (1 position elected by general membership): The duty of the VP is to: Provide support to the President in acting as the liaison between members, committees, BSD, and the local union; Act as the focal point for the Drivers NOW! Committee; Perform the interim duties of the President, Chapter Leader or Committee Member, in the event the position is vacated, until a special election is held; Appoint an Elections Committee for each election; and Oversee the Nominations and Elections Process.

Section 3 – Communications Leader, (1 position elected by the general membership): The duty of the Communications Leader is to: Notify membership of Chapter Meetings and provide an agenda at least 1 week prior to the meeting; Provide members with timely summary of Chapter Meetings; Disseminate Information from Committees and Officers as needed; In consultation with President and Vice President, provide an end of school year state of the chapter summary to members; and Promote membership awareness and participation in the programs of this chapter and SEIU 925.

Section 4 – Political Action Leader (PAL), (1 position elected by general membership): The duty of the PAL is to: Update the Bargaining Committee on the status of politics; Inform members of political walks, phone banks, candidate endorsements, rallies, and state legislative actions; Assist new drivers with union membership; Monitor membership to ensure good standing.

Section 5 – Shop Steward Team, (5 positions elected by the general membership): The Shop Steward Team is comprised of Shop Stewards. The purpose of the Shop Steward Team is to represent members on grievances and disciplinary issues as well as advocate on their behalf. If a Shop Steward position is vacated, the President may fill the vacancy for the rest of the term.

Section 5b – Shop Stewards: The duty of all Shop Stewards is to Upon election, Shop Stewards will receive training and coaching in order to fulfill the duties of the role. The duties of all Shop Stewards are to: File appropriate paperwork with district and union to meet procedural deadlines; Assist and represent member in grievance and disciplinary process; Enforce the SEIU Local 925 Constitution, Bylaws and current contract; Coordinate with union Member Resource Center as required; and Maintain confidentiality on all issues. Shop Stewards will retain their position indefinitely or unless they elect to vacate their position or are recalled by the membership.

ARTICLE IV – COMMITTEES

Section 1 – Bargaining Committee, (Chapter President, plus 4 positions elected by the general membership, plus one Bus attendant position). The purpose of the Bargaining Committee is to represent the members in contract negotiations and ratification with the Bellevue School District. The Bargaining Committee including the President will be elected no later than 3 months before the expiration of the contract.

Section 1a – The duty of the Bargaining Committee is to: Complete required bargaining training; Survey members to obtain a consensus on a prioritized list of contract issues and concerns; Communicate the prioritized list to BSD; Include Union Staff member in all negotiations; Negotiate new contract until the contract is ratified; and Serve on the Labor Management Committee through the life of the contract. In addition, it is the duty of the Bargaining Committee to provide members with timely updates and communiqués on the negotiation process; and Determine and request member actions in support of contract negotiations.

Section 2 – Labor Management Committee (LMC), (Upon contract ratification, the 4 Bus Drivers and one Bus attendant of the Bargaining Committee will automatically fill the 5 seats of the LMC): The purpose of the LMC is to represent all members on contractual workplace practices and issues during the life of the ratified contract. The LMC will work with BSD Management to ensure the contract is being adhered to.

Section 2a – The duty of the LMC is to: Act as a focal point for all contractual issues and concerns; Receive, track, evaluate and respond to those issues brought forward by BSD Management Team and Drivers NOW! Committee; Redirect issues, as appropriate, to proper union resource, BSD resource or Chapter Committee for resolution; and Keep members informed.

Section 3 – Safety and Accident Review Committee (SAV), (3 positions elected by the general membership): The purpose of the Safety and Accident Review Committee is to review accidents, safety and training concerns on behalf of members. Other committee members include BSD Transportation Management.

Section 3a – The duty of the SAV is to: Review preventable accident appeals; Review training/retraining requirements for drivers; Evaluate training practices for changes/improvements; Address safety concerns; and Request work orders to resolve issues.

Section 4 – Drivers NOW! Committee (D-NOW!) (Multiple positions elected by the general membership): Every three years, in September of the year prior to the new SEIU Contract, there will be an election to select members of the Drivers NOW! Committee. Drivers within each seniority group (Driver seniority 1-10, 11-20, 21-30, etc.) will either by consensus or election select their representative to serve a three-year term on the Drivers NOW! Committee. If the most recent seniority group (most recent hires) has less than 7 drivers, they will be represented by the next most senior group of drivers. The chair of the Drivers NOW! Committee shall be the Vice President of our SEIU group.

Members of the Drivers NOW! Committee will see their Seniority # change during their 3-Year term (usually as the result of retirement or resignation of more senior drivers). This will cause

Drivers NOW! Members to represent different seniority drivers than their original seniority representation after the initial election to the Committee. Resignations from Union Membership could result in two Drivers Now members being within the same seniority grouping (e.g. Seniority 41 & 50). Periodic reviews of each Committee members' seniority ranking will be undertaken by the Drivers Now Committee. To insure ALL drivers are represented by a Drivers NOW! Committee member, slight changes of a Drivers Now Committee members constituents may be assigned by the Committee Chair to insure all drivers are represented.

Section 4a D-NOW Duties – The duty of the D-NOW! Committee is to: Formulate action plans and recommendations that address issues fairly and by consensus; Direct action plans and recommendations to the appropriate BSD resource, Chapter Officer, Chapter Leader, Chapter Committee, and/or SEIU representative; and Keep members informed.

Section 4b – Filling Drivers NOW! Member Vacancies: In the event that a Drivers NOW! Committee Member resigns their membership on the Drivers Now Committee, an effort will be made to fill the vacant position, as soon as practical. The Drivers NOW! Committee (SEIU Group Vice President) will notify, in writing each of the drivers within the affected seniority group of the vacancy and encourage the members within that group to, by consensus, select a driver within their seniority group to represent them. Failing to reach a consensus or select a member to serve, the Vice President will select a driver to represent that group

Section 5 – Elections Committee, (2 positions appointed by the VP): The purpose of the Elections Committee is to coordinate the Nominations, Elections and Voting Process. The Election Committee oversees the rules of the election and voting processes in accordance with the SEIU Local 925 and these bylaws.

Section 5a – The duty of the Elections Committee is to: Manage the nomination process; Coordinate with Union Representative; Monitor voting process; Count ballots; and Record and publish results.

Section 6 – Bylaws Committee, (4 positions elected by the general membership): The purpose of the Bylaws Committee is to maintain a working document, which defines the framework and operation of the BSD Transportation Chapter of SEIU Local 925.

Section 6a – The duty of the Bylaws Committee is to: Ensure Bylaws are being followed and accurately reflect chapter practices; Ensure Bylaws meet the approval of SEIU Local 925; and Compose any necessary revisions to the Bylaws as recommended by the D-NOW! Committee.

Section 6b – Revisions to Bylaws: Revisions will be submitted to the membership for approval by a simple majority vote. Revisions to the Bylaws take effect immediately.

ARTICLE V – NOMINATIONS, ELECTIONS and VOTING, TERMS, VACATED and RECALLED POSITIONS

Section 1 – Nominations Process: The Communications Leader will notify members of the nomination period at least one (1) weeks prior. Members in good standing will submit written nominations, including name and desired position, to the Elections Committee during the announced nomination timeframe. Any member in good standing can be nominated for an elected position.

Members may nominate themselves. A SEIU Local 925 representative will ensure the nominated member is in good standing, and that the nominee is willing to run. Members who decline shall not appear on the ballot.

If the vice president is voted to become president, the Drivers NOW committee will meet as soon as possible to elect a new vice president with the majority of votes.

The vice president will serve until ratification of the contract is needed and will need to run for re-election if so desired.

Section 2 – Elections and Voting Process: Elections and voting will take place on a designated day, announced by the Communications Leader, no less than two (2) weeks, and no more than four (4) weeks after nominations are completed. Nominees for elected positions will be listed on the ballot in alphabetic order. Voting will be by secret ballot. Only members in good standing will be eligible to vote. No proxy voting is allowed.

Section 2a – Time and Location: The polling place will be the drivers/meeting room. Voting will start at 6:00 am and end at 1:00pm. The ballot box will be observed at all times by either the SEIU Local 925 representative or the Elections Committee. There is no loitering allowed inside the voting location. Votes must be tallied with no fewer than two members in good standing.

Section 2b – Electronic Voting: Members may have the option to complete a ballot electronically, instead of via paper ballot, at the discretion of the election committee. Procedures will be provided via email notification. In order to be valid, electronic ballots must be cast and confirmed by the elections committee prior to 8pm, 2 days preceding the paper ballot. An electronic ballot will disqualify the member from voting via paper ballot.

Section 2c – Tallying Votes: The Elections Committee, under the observance of the SEIU Local 925 representative, will tally the votes once voting is complete. Results will be recorded and posted in accordance with SEIU Local 925 procedures. Those candidates receiving the highest number of votes will be elected to that position. Uncontested candidates will be voted in to that position by acclamation. If there are no nominees for a position, it will remain vacant.

Section 3 – Non-Election Voting Process: Chapter committees may present non-election issues to the general membership for a vote. Voting will be given at least a two (2) week notice and follow the voting process stated above. A simple majority determines decisions.

Section 4 – Terms of Positions: The terms of office for all elected and appointed positions will coincide with the length of the contract. Elections shall take place no less than nine (9) months and no more than one (1) year prior to the contract expiration date. In the event that a contract length is one year or less, the elected positions will rollover through the length of the successive contract; members are allowed to hold up to two (2) elected positions; There are no term limits.

Section 5 – Vacated Positions: The president may fill any vacated positions except for vice president. All potential candidates for unfilled seats shall be approved by a majority vote of the drivers NOW committee. Replacements will sit for the remainder of the term. Should the president or vice president vacate, it will be cause for elections according to the rules.

Section 6. Recalled Positions: An elected position may be recalled by presenting a petition signed by 50% of the members to the SEIU Local 925 representative. Reasons for a recall are: Gross negligence or disregard for union or chapter bylaws, or the current bargaining contract. All members must be notified and written statements for/against may be posted. A recall vote must be given two weeks notice, and adhere to stated voting processes. A recall is successful with 2/3majority vote of the membership. The position will then be considered a vacated position.

ARTICLE VI MEETINGS

Section 1 – All meetings are held on an as-needed basis, but in no event less than one (1) meeting per school year. The Communications Leader is responsible for notifying membership and providing an agenda at least one (1) week in advance of Chapter meetings.

ARTICLE VII SAVINGS CLAUSE

Section 1 – These chapter bylaws and any amendments are subordinate to the Constitution and Bylaws of the International Union and SEIU Local 925. In the event any portion of the chapters' bylaws conflict with the IU and/or Local 925 Constitution and Bylaws, such provisions shall be null and void. The bylaws in this document and any amendments to it shall not supersede or supplant the legal processes and responsibilities of the International Union and SEIU Local 925 to its membership with regard to negotiations, grievance processing, and any and all matters legally due its membership.

Section 2 – Ratification of these Bylaws by the majority of good standing members shall replace all previous Bylaws that apply to this chapter, except as delineated in Article VII, Section 1. A copy of the current Bylaws will be posted and made available to members.