



# LINCOLN COUNTY DEPUTIES ASSOCIATION

Est. 1993

## Constitution & By Laws

Updated & Amended March 7<sup>th</sup>, 2006

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**CONSTITUTION AND BY-LAWS**

**OF THE**

**Lincoln County Deputies' Association**

**ARTICLE I**

**NAME, AFFILIATION AND HEADQUARTERS**

**Section 1. Name.**

The name of this organization shall be the Lincoln County Deputies' Association. The headquarters of the Association shall be in Newport, Oregon.

**ARTICLE II**

**OBJECTIVES**

It shall be the purpose of the Association to secure improved wages, medical benefits, hours, working conditions and other advantages for its members through negotiations and collective bargaining, and through other lawful methods.

**ARTICLE III**

**MEMBERSHIP AND DUES**

**Section 1. Eligibility.**

A. All full-time and part-time employees of the Lincoln County Sheriff's Office who are members of the Association's collective bargaining unit shall be eligible to be members of this Association. The regular membership shall constitute the principal body of the Association. A member in good standing with the Association shall be granted attendance to all General and Executive Board meetings. The Association member shall have one (1) vote in all elections.

B. Any person retiring while a member in good standing of the LCDA shall automatically become a Retired Member. A Retired Membership is free. A Retired Member can attend any General or Executive Board meeting, but shall not be eligible to vote on its affairs.

C. Any person free of criminal convictions can apply to become an Honorary Member. Once accepted as an Honorary Member, the individual shall pay an annual due of \$50.00. Honorary Members may attend General meetings. Honorary Members shall not have any membership rights, nor shall they have any membership obligations.

D. Any business registered with the Oregon Secretary of State's Office wishing to become an Honorary Business Member of the LCDA shall pay an annual due of \$75.00. An Honorary Business Member can have no more than two (2) attendees at any General Membership meeting. Business Members shall not have any membership rights, nor shall they have any membership obligations

## **Section 2. Dues and Initiation Fees.**

The initiation fee for the Association shall be \$350 dollars. Dues, assessments, and any fees, including initiation fees, shall be set by the Executive Board and ratified by a majority vote of the membership present at a regular or special general meeting of the Association.

## **Section 3. Payment of Dues and Initiation Fees.**

Membership dues shall be payable bi-weekly. Initiation fees will be paid in 4 equal installments over the first 4 pay periods that the new-hire receives a paycheck by Lincoln County Finance Department. Members with service related/occupational or non-occupational disabilities or who are activated by orders into the United States Military who are no longer receiving wages from the Lincoln County Sheriff's Office shall have their dues waived until they return to work. Employees who retire, resign, demote or are terminated from and are subsequently rehired to the Lincoln County Sheriff's Office or enter into the association by other means shall be required to pay an initiation fee upon their rehire.

## **Section 4. Non-Payment of Dues.**

A. All members whose dues are paid as per Section 3 of this Article shall be in good standing. Any member whose dues are not paid as per Section 3 of this Article shall be automatically suspended.

B. Members suspended for non-payment of dues or initiation fees shall be denied all benefits and privileges until reinstated by the Executive Board. Before being reinstated to membership, they shall be required to pay a re-initiation fee as set by the Executive Board, in addition to all delinquent dues, fines, and assessments.

C. The Executive Board shall have complete discretionary power to waive penalties for non-payment of dues in cases of sickness and injury. The exercise by the Executive Board of this power shall not set a past practice requiring the exercise of the power in a future case.

## **Section 5. Fair Share.**

A. Fair share members of the Association shall not be entitled to voice or vote in the Association, nor to participate in any of the Association's activities.

B. If a member of the bargaining unit refuses to join the Association, he or she will be assessed his or her fair share of the costs germane to the collective bargaining process. This amount will be determined by the Association's

Executive Board after an independent auditor has examined the Association's detailed budget for the year. The accounting must designate the amount of funds which are to be clearly used for ideological purposes, those which are clearly to be used for cost germane to the collective bargaining process, and those which are not clearly in either category. This accounting must also include all funds sent to state or national organizations and affiliates. The Association will then inform the employer to deduct from fair share members the amount equal to all funds not clearly to be used for ideological purposes or for negotiations or administering the collective bargaining agreement. The Association will place in escrow the amount which is not clearly either for ideological purposes or for negotiating or administering the collective bargaining agreement. The amount which is clearly to be used for negotiating and administering the contract may be used immediately by the Association. The amount in escrow can only be used after fair share members have had an opportunity to register their objections by utilizing the appeal process described below.

C. All fair share members shall be provided with a copy of the budget along with an explanation of the amount of dues to be deducted from their paychecks. They will also be provided with a copy of the procedures described in this Article whereby they may register their objections to the amount deducted.

D. Fair share members will have thirty (30) days to join the Association as fair share members after their date of employment, or sixty (60) days after the effective date of the collective bargaining agreement if they are currently an employee. If they fail to join, the Association will instruct the employer to deduct their fair share of dues in accordance with the procedures outlined in this Article.

E. A fair share member will have fifteen (15) days from the date they receive the information described in this Article, to inform the Association in writing that they object to the amount being deducted from their wages, and the reasons for these objections. Failure to inform the Association in a timely manner will be considered a waiver of the right to so object.

F. Upon receipt of this objection, the Association's Executive Board will review the objection and inform the member within thirty (30) days of its decision. If the Board agrees with the fair share member, the dues will be adjusted accordingly. If the Board rejects the fair share member's objection, then the fair share member has ten (10) days in which to inform the Board that he or she desires to have the dispute settled by arbitration.

G. Upon receipt of a request for arbitration, the Association will request, as soon as possible, a list from the American Arbitration Association of the names of five (5) arbitrators to be submitted to the Association and the fair share member. Within ten (10) days of the receipt of the list, the Association representative will meet with the fair share member and each will alternatively strike names until a single arbitrator is left. The Association will inform the arbitrator of his or her selection and schedule a hearing as soon as possible. The arbitrator will have thirty (30) days from the date of the hearing to render his or her decision. The decision will be final and binding upon both parties. The cost of the arbitrator will be borne by the Association.

H. If the arbitrator sustains the objection by the fair share member, then the Association will refund to the fair share member the appropriate amount. If the arbitrator rejects the objection and supports the Association, then the remainder of the fair share member's dues deducted and in escrow may be withdrawn and used by the Association.

## **ARTICLE IV**

### **MEETINGS**

#### **Section 1. Meetings.**

General membership meetings shall be held at least quarterly at dates and times as shall be set by the LCDA President. The general membership meetings shall be in the months of January, April, July and October.

Members of the Association shall be given at least two week's notice prior to the date of the regularly-scheduled general membership meetings. An agenda for the general membership meeting shall be simultaneously posted when the notice of a general membership meeting is posted. (3) Three members, including the officers of the Association, shall constitute the quorum necessary to conduct Association business.

Executive Board meetings shall be conducted at least monthly at dates and times as shall be set by the LCDA President.

#### **Section 2. Special Meetings.**

Special general membership meetings may be called by the 1) Association's President, 2) majority vote of the Association's Executive Board, or by 3) petition filed with the President and signed by (4) four in good standing members of the Association, and shall be called for specifically listed purposes. Transactions at a special general membership meeting called by method 2 or 3 shall be limited to the purposes listed in the call for the special general membership meeting.

It shall be the responsibility of the Association President to notify, in writing, all members in good standing of the time and place of the meeting, and the agenda at least forty eight (48) hours prior to the meeting.

Only those members in attendance shall be allowed to vote, with the exception of those members who are on duty or on vacation during the meeting.

#### **Section 3. Rules of Order.**

Meetings shall be conducted in an orderly and businesslike manner.

#### **Section 4. Members Not in Good Standing.**

Members not in good standing shall be denied attendance at the meetings of the Association. Members not in good standing shall not have a vote for any ballot measures or elections.

**Section 5. Intoxicating Liquors.**

There shall be no intoxicating liquors of any kind served or consumed during an Association meeting. Any member entering a meeting in a state of intoxication shall be ejected from the meeting.

**Section 6. Executive Session.**

At any meeting of the Association the officers may, by majority vote or at the calling of the President, go into Executive Session excluding therefrom all members not designated in the motion from the Executive Session.

**ARTICLE V**

**OFFICERS, NOMINATIONS, ELECTIONS, VOTES AND CONTRACT RATIFICATION**

**Section 1. Titles.**

Officers of this Association shall be a President, a Vice President, Secretary, a Treasurer, Sergeant at Arms, and six (6) representatives, and that shall be the order of succession to the office of the Presidency. These officers shall constitute the Executive Board.

**Section 2. Terms of Office.**

The term of office of all officers shall be for two (2) years. The President, Secretary, Sergeant at Arms and 4 year representatives shall be elected on each odd-numbered year. The Vice-President, Treasurer and 2 year representatives shall be elected on each even-numbered year.

**Section 3. Nominations and Elections.**

A. Nominations for elections shall be made during the month of October at a general membership meeting of the Association. Only members in good standing who are United States citizens may be nominated, and nominated candidates must accept nominations at the time made, either in person, or, if absent, in writing before the end of the meeting. The nomination must be carried from another member in attendance who is not the nominee. Candidates may accept nomination for only one (1) office. If a question is raised concerning the eligibility of a candidate, the Executive Board shall investigate the eligibility of the candidate. The Executive Board shall have the authority to disqualify any ineligible candidate.

B. Ballots will be issued to members in good standing on the 1<sup>st</sup> day of November. Members in good standing may cast their vote on the issued ballot and place it in a locked and sealed box (location to be stated with the ballot). The ballot boxes will be collected by the Vice President's designee at 1159 hours on the 14<sup>th</sup> day of November. The Vice President's designee will bring the ballot boxes unopened, directly to a Special Meeting (location to be stated on the

ballot). At that place and time the ballot boxes will be opened by at least three (3) members of the E-board. Ballots will be checked to ensure they are in compliance with section 5 of this article. Only ballots in compliance with section 5 of this article will be counted as a vote. All votes will be tallied and certified by at least three (3) members of the E-board.

C. Elections shall be held during the first two (2) weeks of November. The candidate receiving the most votes cast in an election for an office shall be the winner of the election for that office.

D. If there is a tie for the most votes received, there shall be a runoff election between the candidates receiving the most votes. The runoff election shall be held during the first two (2) weeks of December, and the candidate receiving the most votes cast in the runoff election shall be the winner of the election.

E. The terms of office of the officers who are elected shall commence on January 1 of the year following their election to office.

#### **Section 4. Vacancies in Office.**

Vacancies in office shall be filled for the remainder of the unexpired term by vote of the Executive Board. However, if more than six (6) months remain of the unexpired term and if the vacancy is for other than the position of representative, the vacancy will be filled by a special ballot.

#### **Section 5. Method of Voting.**

A. Elections of officers shall be by secret, written ballot even though only one candidate is nominated.

B. Each member shall be furnished a ballot and two (2) envelopes. One (1) envelope shall be plain and one shall contain the printed name of the member. Members shall insert the ballot in the plain envelope and insert the plain envelope in the envelope with their name thereon. The member will then sign by the printed name with their signature and place the completed ballot in the ballot box.

#### **Section 6. Contract Ratification.**

All collective bargaining agreements shall be subject to ratification by the general membership by secret ballot. The balloting shall be so conducted as to afford all members a reasonable opportunity to vote. At least five (5) days advance notice shall be given the membership prior to holding the ratification vote, and the Association shall conduct at least one (1) informational meeting prior to the ratification vote.

#### **Section 7. Procedure for Special Balloting.**

A. Special balloting on any issue other than those described above may be called by the Executive Board.

B. Special balloting shall be held under the same conditions as indicated in Section 3 and 5 of this Article.

**Section 8. Balloting Challenges.**

In the event any member protests the conduct of balloting or certain ballots, such protest shall be sent in writing by registered or certified mail within forty-eight (48) hours, setting forth the exact nature and specification of the protest and his/her claim as to how the protested practice or ballots affected the outcome of the election. The Executive Board will resolve the protest at its next meeting, and the decision of the Executive Board shall be appealable to the general membership at the next general membership meeting. The decision of the general membership on appeal shall be final and binding.

**ARTICLE VI**

**DUTIES of OFFICERS AND EXECUTIVE BOARD**

**Section 1. Duties Common to All Executive Board Members.**

Members of the Executive Board shall perform faithfully not only those duties with which they are specifically charged under this Constitution and By-Laws, but shall also perform such other duties as ordinarily pertain to their office or such as the Association may from time to time impose.

**Section 2. President**

A. The President shall be the chief executive and administrative officer of the Association, and shall conduct the affairs of the Association in accordance with its constitution and in accordance with policy decisions of the membership and the Association's Executive Board. The President shall be an ex-officio member of all committees, shall issue the call for regular and special meetings, shall preside at general membership meetings, and shall have the right to vote in any general membership or Executive Board decisions where the President's vote is necessary to break a tie. The President shall, with the Executive Board's approval, procure suitable offices for the transaction of the Association's business.

The President shall, with the approval of the Executive Board, engage such technical and professional services, including legal counsel, labor representative, accounting, and other services as may be required. The President shall have full authority to create committees and appoint members to those committees. The President shall report on his/her actions at regular or special meetings to the Executive Board.

B. The responsibilities of the President may not be delegated, but the President may delegate to a member or members the execution of the President's duties, subject to the limitations of this Constitution and By-Laws. The President shall have the non-delegable authority to sign all checks, authorizations for expenditures, contracts, and other official documents of this Association.

C. Should the President elect not to seek reelection, or should the President be defeated for reelection, at the conclusion of the President's term of office the President shall, for a one (1) month period of time, assist the newly-elected President in executing the duties and functions of the President. For a period of one (1) year following the conclusion of his/her term of office, the outgoing President shall serve on the Executive Board as a non-voting member.

### **Section 3. Vice President.**

It shall be the duty of the Vice-President to assist the President in preserving order at meetings and to carry out the delegable duties of the President in the absence of the President or in cases of a vacancy in the Office of President.

### **Section 4. Treasurer.**

The Treasurer shall receive and receipt for all monies of the Association, and deposit such monies in accounts or investments in the Association's name. The types of funds in which the Association's monies are invested as well as the percentage allocation of the Association's monies among those funds shall be subject to the approval of the Executive Board, which shall set the investment policies of the Association unless overridden by a vote of the general membership. Monies so deposited or invested shall be withdrawn only upon written authorization signed by two (2) Officers, one (1) of whom shall be the Treasurer if the Treasurer is available. The Treasurer shall keep an accurate record of receipts and disbursements and shall submit to the Executive Board an annual budget and a quarterly operating statement of the financial transactions of the Association. The Treasurer shall act as custodian of all properties of the Association. The Treasurer, subject to the approval of the Executive Board, shall engage a certified public accountant to perform an annual independent audit or review of the Association's books, and the result of the audit or review shall be reported to the Executive Board.

### **Section 5. Secretary.**

It shall be the duty of the Secretary to keep a correct and impartial account of the proceedings of each meeting of the Association and of the Executive Board, and to preserve the same at all times ready for inspection by any member of the Association.

### **Section 6. Sergeant at Arms.**

The Sergeant at Arms shall gather members to ensure a timely start of any meeting, ensure that only members in good standing, allowed entering the meeting area and assisting in other duties as requested by the President. The

## **Section 7. Representatives.**

There shall be three (3) Representatives per division (Patrol and Corrections). One (1) representative from each division shall be elected to a four (4) year term. Two (2) representatives from each division shall be elected to a two (2) year term. The Representatives shall be responsible for all first level grievances. The Representatives shall ensure all grievance paperwork is forwarded to the association Secretary.

## **Section 8. The Executive Board.**

A. The Executive Board shall possess all the legislative and policy-making authority of the Association except the power to amend the Constitution and By-Laws. The Executive Board shall have the authority to make final and binding interpretations of this Constitution and By-Laws. The Executive Board shall have the authority to make binding interpretations and enter into memoranda of exception or understanding of the collective bargaining agreement, and to create committees. The policies, rulings and decisions of the Executive Board shall remain in full force and effect unless reversed by the Association at votes at two (2) consecutive special or general membership meetings. The members of the Executive Board shall be required to attend all general and Executive Board meetings of the Association. Any Executive Board member, who misses three (3) consecutive regularly scheduled Executive Board meetings without an excused absence, as determined by the Executive Board, will be removed from the Board by the President.

B. The Executive Board shall meet at the call of the President or a majority of the members of the Executive Board with seven (7) days notice unless an emergency situation dictates otherwise. Meetings of the Executive Board shall be open to all members of the Association. Meetings may be closed by a majority vote of the Board. Minutes of closed meetings of the Executive Board may not be removed from the Association office and may not be copied.

C. At the conclusion of his/her term of office, an Executive Board member shall deliver to his/her successors all records, funds, and properties of the Association entrusted to their care.

D. A voting quorum shall consist of no less than three (3) voting members of the Executive Board present at a specific and notified meeting.

E. Members of the Executive Board shall serve the term for which they are elected unless removed in accordance with these provisions for failure to attend meetings pursuant to Section A, above, or for incompetence, neglect of duty, or dishonesty. If any member in good standing believes that an Executive Board member should be removed from office for incompetence, neglect of duty, or dishonesty, the member must present his/her concerns to the Executive Board.

If, in the opinion of a majority of the Executive Board, the challenged member should be removed from office, the Executive Board shall present its concerns to the general membership at a special meeting, to be held no more than seven and no less than fourteen days after the Executive Board meeting. A recall election

shall be conducted no more than seven and no less than fourteen days after the special meeting. With majority of those voting in the recall election agree that there is cause for removal, then the Executive Board member shall be immediately removed from duty.

In cases of emergency, a member of the Executive Board may be temporarily suspended pending the completion of the recall process. No member of the Executive Board may be temporarily suspended unless three-quarters of the members of the Executive Board voting on the recall recommendation to the general membership vote for such a suspension.

F. The exercise of discretion by the Executive Board in a particular case or cases shall not constitute a past practice or in any way bind the Association to act in an identical or similar manner in the future.

## **ARTICLE VII**

### **ASSOCIATION FUNDS**

#### **Section 1. Sources of Funds.**

The funds of the Association shall be derived from initiation fees, re-initiation fees, dues, assessments, fines, donation, rents, interest, dividends, and from other lawful sources.

#### **Section 2. Expenditures.**

The funds of the Association may be expended in furthering the object of this Association, in the assistance of other Unions, in proper deposits and investments, and for such other purposes as this Constitution and By-Laws provide. No investments over \$1,000 shall be made until the same have been investigated and approved by the Executive Board.

#### **Section 3. Financial Dealings with Association Members.**

No loans shall be authorized to any Association member or employee. Except upon dissolution of the Association, the funds of the Association shall not in any manner be divided among its members.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1. Power to Bind Association.**

Except to the extent specified in this Constitution and By-Laws, no officer of the Association shall have the power to act as agent for or otherwise bind the Association in any way whatsoever. No member or group of members or other persons shall have the power to act on behalf of or otherwise bind the Association except to the extent specifically authorized in writing by the President or by the Executive Board of the Association.

#### **Section 2. Receipts and Expense Accounts.**

All receipts and other evidence of expenditures on behalf of the Association shall be made available for inspection by any Association member eligible to vote in Association elections. Members who wish to review receipts or other evidences of expenditures shall do so in the presence of the President, the Vice-President, and the Treasurer.

#### **Section 3. Surety Bonds and Insurance.**

Any member having authority to sign checks on behalf of the Association or having access to the Association's funds shall be covered by surety bonds or insurance purchased by the Association.

## **ARTICLE IX**

### **SPECIAL EVENTS COMMITTEE/FUND AND CONTRIBUTIONS POLICY**

#### **Section 1. Special Events Fund.**

A. The Special Events Committee shall use/recommend the use of monies from the Special Events Fund. At the ratification of this Constitution and By-Laws, \$5,000 shall be transferred from the Association General Fund to the Special Events Fund. Use of monies from the Special Events Fund exceeding an aggregate total of \$250 shall be approved by the Association President. Use of monies from the Special Events Fund exceeding an aggregate total of \$500 shall be approved by the Association Executive Board.

B. Payments from the Special Events Fund shall never reduce the Fund below \$4,000. The Executive Board shall have the authority to authorize the Fund balance to drop below \$4,000, but only to provide startup expenses for fundraising efforts.

C. The Special Events Committee shall submit a written proposal of fundraising for this fund to the Executive Board at least once yearly at the April Executive Board meeting. It is the intent that this Fund be self sufficient.

**All Association contributions shall be made under one of the following categories from the Special Events fund:**

A. Professional. Contributions to organizations for the purpose of improving law enforcement. The amount shall be determined on a case-by-case basis by the Executive Board.

B. Association Athletics: Contributions to athletic teams and events organized for the benefit of Association members. The maximum contribution shall be \$500 and shall not exceed \$30 per involved Association member. An additional contribution of up to \$500 may be made once during any three-year period for the purchase of equipment and/or uniforms.

C. Hospitality Rooms: Activities organized for the purpose of entertaining Association members and/or members of other law enforcement agencies with the provision of food and beverage. The maximum contribution shall be \$500.

D. Youth Activities: Contributions to activities organized for the benefit of young people such as Scouts, athletic teams and School Safety Patrol. The maximum contribution shall be \$400.

E. Gifts to Individuals: Gifts other than the retirement honorarium purchased for individuals as an expression of Association appreciation. The maximum expenditure per individual gift shall be \$200.

F. (1) The LCDA shall pay an honorarium to any Lincoln County Sheriff's Office employee who terminates service with the Lincoln County Sheriff's Office with 15 years of service or more, or who retires from employment with the Lincoln County Sheriff's Office.

(2) The honorarium shall be in the amount of \$50.00 per year of membership in the Lincoln County Deputies' Association

(3) The honorarium shall not be paid to an employee who is terminated for just cause. If a terminated employee challenges the termination through the arbitration process, the decision on whether to pay the honorarium shall be made by the Executive Board at its meeting next following the final resolution of the employee's grievance challenging the termination.

## **ARTICLE X**

### **CONTRACT NEGOTIATIONS and NEGOTIATION TEAM**

The Negotiating Team shall be responsible for all bargaining duties. The Negotiating Team shall conduct contract negotiations with the County. The members shall be responsible for gathering and formal presentations of any and all supportive or resource materials deemed necessary for the productive pursuit of negotiations. The Negotiation Team shall be comprised of the association President, three (3) members of the Association and one (1) alternate. Unless otherwise prescribed in this Article, The Negotiation Team will be nominated and elected in the same manner as prescribed in Article V, Sections 3 and 5. The nominations and elections will take place 25 months prior to the expiration of the then current contract. The Negotiation Team should be assembled in its entirety 24 months from the then current contract's expiration. The Negotiation Team will meet at least quarterly for the first 18 months after elected. The Negotiations Team shall poll the Association General Membership by a constituent survey they create at least 6 months prior to the then current contract expiring, also, during this time period the Negotiations Team shall meet monthly. The President shall keep the membership apprised of the status of negotiations.

## ARTICLE XI

### AMENDMENTS

Amendments, revisions and repeal amendments of these By-Laws may be made by a majority vote of the full members in good standing of the Association which are present at any annual, regular, or special meeting, provided that notice of such meeting be set forth at least fifteen (15) calendar days prior to the meeting stating such amendment, revision, or repeal will be considered at the specified meeting at which the vote will be taken.

Adopted this 7th day of March, 2006.

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Jason R. Kurtz; President  
Lincoln County Deputies' Association