



# UAW Local 2322 Bylaws

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## **Article 1. NAME**

This organization shall be known as Local 2322, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.)

## **Article 2. CONSTITUTION AND BYLAWS**

The Constitution of the International Union, U.A.W., shall serve as the Constitution of this Local Union. These bylaws shall be in all respects subordinate to said Constitution and all applications thereof.

## **Article 3. FISCAL YEAR**

The fiscal year of this Local Union shall begin on January 1 and end on December 31.

## **Article 4. MEMBERSHIP**

**4.1** The Local Union shall be composed of workers eligible for membership in the International Union, UAW over whom the local has jurisdiction. Eligible workers may become members once the dues authorization check-off card is signed. Refer to the International Union, U.A.W. Constitution, Article 6 and all other pertinent sections.

**4.2** All members in good standing of this Local Union have the right to nominate and vote, express opinions on all subjects before the Local Union. They also have the right to attend all membership meetings and express views, arguments, and opinions on all matters and business, including candidates for office, properly before the meeting. They have the right to meet and assemble freely with other members and generally to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues and personalities upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, Bylaws, and other official rules of the Local Union.

A member in exercising the forgoing rights and privileges shall not willfully or with gross negligence take actions which would destroy or be detrimental to the Local Union or one or more of its units as organizations, or their democratic heritage, or which would obstruct any of these organizations from fulfilling their legal or contractive obligations as a collective bargaining agent. Such actions shall be considered unbecoming a union member.

**4.3** Violation or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, shall be considered conduct unbecoming a union member. The finding that a member is guilty of conduct unbecoming a union member is established by the membership through fair procedures according to Article 31 of the International Constitution.

**4.4** The membership shall strive to obtain the objectives set forth in the International Constitution and additional objectives as established as the policy of the International Union, to maintain free relations with other organizations, and to do all in its power to strengthen and promote the labor movement.

## **Article 5. MEMBERSHIP MEETINGS**

**5.1** The general membership will meet annually at a time and place determined by the Joint Council. Special membership meetings may be called by the Executive Board or the Joint Council. Units will set their meetings in accordance with the UAW Constitution.

**5.2** The membership may call a special meeting by a petition signed by 50 members stating the purpose for such meeting and sent by certified mail to the Recording Secretary at the Local Union's address. The

Executive Board will schedule the meeting within 21 days of receipt of the petition by the Recording Secretary. The stated purpose will be the only order of business.

Notice of all special meetings' time, date, and location will be posted at least seven days prior to the date of the meeting on the Local's website and, as much as possible, on Union Bulletin Boards in each workplace and/or through another comparable method. Notice for special meetings must contain an agenda.

**5.3** A quorum shall consist of Thirty (30) members in good standing and represent a minimum of three units. In lieu of membership quorum, necessary meeting agenda item approvals shall be made by the next governing body available.

**5.4** Any member who attends a meeting in an intoxicated condition and/or creates a disturbance or becomes unruly shall lose voice and the right to vote at said meeting. Where necessary to maintain order, a member will be evicted from the meeting by a vote of 2/3 of those present. The vote will either be called by the chair or upon a motion with support from the floor. Flagrant or persistent violation of this section shall be conduct unbecoming a union member.

**5.5** Questions of a parliamentary nature will be decided by "Robert's Rules of Order."

## **Article 6. JOINT COUNCIL**

**6.1** The Joint Council of the Local Union shall be composed of the Executive Officers of the Local Union and elected representatives from each worksite. Joint Council elections will happen as needed within each individual unit. One may be a steward and Joint Council representative but being a steward does not automatically entitle a person to a vote on the Joint Council. At its option, worksites may elect a number of alternate Joint Council representatives equal to the number of regular representatives. Alternates may take the place of regular representatives in their absence and will fill the positions in the order of votes received.

**6.2** Each shop Unit shall be entitled to no less than two (2) representatives on the Joint Council.

There shall be proportional representation from each Unit in accordance with the International UAW Constitution Article 35 (3) (a). "The membership of the Local Union shall be guaranteed: Proportional representation from each unit, based on the dues dollar each unit pays to the Local Union. In no case shall any unit be entitled to less than two (2) representatives to the Joint Council".

Representation will be based on numbers for a full calendar year, with the exception of new units.

**6.3** Each member of the Joint Council shall have one (1) vote. Members of Joint Council may not receive lost time for attendance at Joint Council. Attendance is required at Joint Council meetings which are held once a month, unless notice is given in advance requesting to be excused. (see article 18 for meeting attendance requirements)

**6.4** The Joint Council will have regular monthly meetings with a time and location determined by the Joint Council. Joint Council meetings will be scheduled after 5 p.m. or on weekends. Joint Council may postpone meetings in the summer by appropriate action, in accordance with Article 37(4)(c) of the International Constitution.

The meeting schedule will be posted on the Local's website for reference by Board/Council members as well as general membership. Notice of meetings shall be provided to the Joint Council representatives and Executive Board members during the week prior to each meeting. The Recording Secretary is responsible for ensuring that these notifications occur.

**6.5** The quorum of the Joint Council meeting shall be 30% of the Joint Council.

**6.6** The President of the Local Union shall chair the Joint Council. The Recording Secretary shall call special meetings of the Joint Council at the direction of the President or a majority of the members of the Executive Board. On written and signed request of one-third (1/3) of the Joint Council, which states the purpose of the special meeting, the Recording Secretary shall call a special meeting of the Joint Council.

**6.7** Duties of Joint Council members include but are not limited to:

- Help formulate the direction of the Local
- Help make decisions affecting the Local and its members including approving arbitration requests and funding proposals
- Help the union achieve its overall mission within the workplace

**6.8** Joint Council members will be eligible to receive a reimbursement for travel expenses to Joint Council meetings (i.e. mileage, parking fee, and/or bus fare). Local 2322 strongly supports car-pooling and will only reimburse the driver in these instances.

## **Article 7. POWER OF ADMINISTRATION**

The Membership Meeting is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the International UAW Constitution or Bylaws.

Between membership meetings, the Joint Council shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership.

Between Joint Council meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent Joint Council approval.

Between meetings of the Executive Board, the President shall be the highest authority of the Local Union and shall exercise general administrative authority and shall take action permitted to the Executive Board, subject to subsequent approval of the Executive Board, and in consultation with the appropriate officers and staff.

## **Article 8. LOCAL UNION EXECUTIVE OFFICERS AND EXECUTIVE BOARD**

**8.1** The Executive Officers of the Local Union shall constitute the Local Union's Executive Board and consist of the following: President, Vice-President, Recording Secretary, Financial Secretary/Treasurer, three (3) Trustees, Sergeant-At-Arms, and Guide. The preceding list represents the rank of succession. The Executive Board shall also include one retired member elected by the Local Union Retiree Chapter.

**8.2** These positions will be for a 3 year term (or the remainder of a term if filling a vacated position). The term of office begins June 1<sup>st</sup> and continues through May of the final year of the office's term.

**8.3** The hours and working conditions of the local President shall mirror those of staff. The President's base salary has been set at \$65,000/year (*approved at Joint Council April 22, 2009*).

**8.4** It shall be the duty of each member of the Executive Board to fulfill their various duties faithfully as provided in the International UAW Constitution and within these Bylaws. Unless notice is given in advance requesting to be excused, attendance will be required at 1 (one) Executive Board & 1 (one) Joint Council meeting each month, plus time necessary to perform other duties as dictated by the position. (see article 18 for meeting attendance requirements)

The duties of the Local Union Officers shall be as follows:  
(Job Duties include but are not limited to)

**President**

- Help the union achieve its overall mission within the workplace
- Help maintain order
- Lead Joint Council, Executive Board, and Staff meetings
- Coordinate member-driven contract negotiations
- Process grievances
- Process arbitrations
- Process Unfair Labor Practice charges
- Political work
- New Member organizing
- Internal member mobilization
- New member orientations
- Oversee duties of the professional and support staff
- Additional responsibilities of the President include all duties pertinent and included in the Service Representatives job description
- Other duties as required

**Vice President**

- Assume the responsibilities for the President in the President's absence
- Assist the President in running the Executive Board and Joint Council meetings
- Help maintain order
- Back up signatory for President
- Help the union achieve its overall mission within the workplace

**Recording Secretary**

- Take minutes at meetings
- Ensure that notification of meetings goes out timely (per article 6)
- Transcribe notes and give to Office Manager within three (3) business days (sooner if direct actions need to occur).
- Assist Office Manager and President in setting agenda
- Help the union achieve its overall mission within the workplace

**Financial Secretary**

- Sign paychecks weekly (at Local office)
- Chair and coordinate the Financial Committee with the President
- Coordinate and assist the Financial Committee in producing an annual budget for the Local
- Help the union achieve its overall mission within the workplace
- Back up missing Board members' duties as needed at monthly meetings

**Trustee (2 Trustees and 1 Chair of Trustees)**

- Perform a financial audit of the local twice a year
  - The first (Jan-June) has to be completed by Aug 31st
  - The second (July-Dec) has to be completed by Feb 28th
- Back up signatory for Financial Secretary (*chair Trustee only*)
- Help the union achieve its overall mission within the workplace
- Back up missing Board members' duties as needed at monthly meetings

**Sergeant at Arms**

- Introduce all new members and visitors

- Maintain list of members of Executive Board and Joint Council and members in good standing eligible to attend meetings
- Help preserve order at meetings
- Shall take charge of all property of the Local
- Shall assist in boosting attendance (phone tree)
- Help the union achieve its overall mission within the workplace
- Back up missing Board members' duties as needed at monthly meetings

### **Guide**

- Monitor and give guidance on procedural questions and rules
- Help maintain order
- Help the union achieve its overall mission within the workplace
- Back up missing Board members' duties as needed at monthly meetings

It shall be the duty of the Executive Board to see to it that all policies formulated by the membership or Joint Council are duly executed.

The Executive Board is responsible for the supervision and discipline of staff.

Members of the Executive Board may be assigned as liaisons to standing committees, as determined by the Local's President.

**8.5** The Executive Board shall meet at least monthly. Additional meetings may be called by the President or upon request of at least three (3) Board members. The schedule shall be set by the Executive Board. The Executive Board may postpone meetings in the summer by appropriate action, in accordance with Article 37(4)(c) of the International Constitution.

Except in emergency situations, seven (7) calendar days notice of the meeting shall be given via a posted schedule on the Union's website.

**8.6** A simple majority of the Executive Board shall constitute a quorum.

**8.7** Minutes will be taken of all Executive Board meetings by the Recording Secretary and shall be reported at Joint Council. A copy of all minutes will be kept at the Local Union office and made available to any member in good standing who wishes to visit the office for review. No copies shall be made or removed from the Local's office.

All decisions and recommendations of the Executive Board either shall be reported at or referred to the next Joint Council meeting.

**8.8** The Executive Board is authorized to approve expenditures of the Local Union of up to \$1,000 per item and may make donations and contributions of up to \$500, in total monthly.

**8.9** Executive Board members will be eligible to receive a per diem of up to \$25 per meeting to cover cost of mileage and other expenses they may incur while performing their executive duties, including attending both Executive Board and Joint Council meetings. Executive Board members are expected to attend these meetings in person. However, in special circumstances when members are unable to attend in person, they may get approval from the president to attend via teleconference or video conference. They will still be eligible to receive the per diem for their attendance.

## **Article 9. STEWARDS AND COMMITTEE PEOPLE**

**9.1** All members in good standing working under the jurisdiction to be represented by the Steward shall be eligible to nominate and vote for the Steward.

Nomination and election procedures of Stewards and Committee people, including the methods and places of balloting and the required notice procedures, will be determined by each Unit's Bylaws or, if a Unit does not have Bylaws, shall follow these Local Union Bylaws. Each Unit shall use procedures that are constitutional. All Stewards and Committee People shall serve for a term of three (3) years, or a shorter term, of no less than two (2) years, only by affirmative membership action, and permission granted by the International Executive Board. Interim elections to fill vacancies shall be determined by each Unit's Bylaws or, if a Unit does not have Bylaws, shall follow these Local Union Bylaws.

**9.2** A vote on the question of recalling a Steward or Committee Person may be initiated by a petition setting forth the reason why the recall is sought and signed by at least twenty-five percent (25%) of the current members working under the jurisdiction of the Steward or Committee Person.

Twenty-five per cent (25%) of the current members working under the jurisdiction of the Steward must be present at the recall meeting to establish a quorum. Discussion of recall will be the sole agenda.

A two-thirds (2/3) vote of those present at the above meeting and voting is necessary to recall. This vote shall be taken at the meeting specifically called to discuss the recall and shall be by secret ballot.

**9.3** In the event of a vacancy in the Steward or Committee Person position, one or more new Stewards or Committee Persons must be elected as soon as possible; and in any event, within thirty (30) days. If after thirty (30) days, no one has been elected, a member may self-nominate and post such notice on a form on the Union Bulletin Board stating their desire to be the Steward; if no one else comes forward within fifteen (15) days, that person shall be considered elected by acclamation. Other, equivalent, methods may be used as approved by individual units/unit sites to best suit their needs and reach membership. Any offices elected by acclamation will be reported to and approved by the local/unit membership at the next scheduled membership meeting.

## **Article 10. COMMITTEES**

**10.1** The Local Union shall have the following Standing Committees:

- Bylaws/Constitution Committee
- Citizenship and Legislative Committee
- Civil and Human Rights Committee
- Community Service Committee
- Conservation and Recreation Committee
- Solidarity/Education Committee (which includes Consumer Affairs, Education, and Union Label Committees)
- Veterans' Committee
- Women's Committee

Committee chairs shall be appointed by the Executive Board or Joint Council. Committee membership is open to all members. All Committee members are expected to attend meetings. Any questions of voting rights will come to the Executive Board.

**10.2** The above listed Committees shall perform all duties assigned to them by the International UAW Constitution and Bylaws and such additional duties as they may be directed to perform from time to time by the Joint Council. Standing committees shall serve in an advisory capacity to the Joint Council.

**10.3** All of these committees shall have attendance records and written minutes. The President shall serve on all committees except the Election Committee or any Trial Committee unless so chosen in accordance with the International UAW Constitution.



**10.4** Other committees may be formed as deemed relevant to the needs of the Local Union.

Additional Local committees include:

- Attendance Committee (Refer to Article 18 of these Bylaws for more information)
- Finance Committee
- Election Committee

## **Article 11. ELECTIONS**

**11.1** A Local Union Election Committee of five (5) members will be elected by the Joint Council meeting in November of the year preceding the regular Local Union elections. Three (3) alternates will be selected by the highest vote count. The Committee so chosen will function for three (3) years. Vacancies will be filled by the alternates and additional alternates, as needed. All elections shall be conducted in accordance with the provisions of the International UAW Constitution.

Unit Election Committee elections shall occur in the same month as the elections for Local Union Election Committee or as set in the local Unit's Bylaws. The Unit Election Committee shall consist of not less than two (2) members and shall be not more than ten (10) depending on the size of the Unit, location and number of shifts. Five (5) alternates may be elected. They shall conduct Unit elections and assist the Unit portion of the local-wide elections.

Members of both the Unit and Local Union Election Committees and alternates cannot be candidates for any elected office or take part in any election campaign on behalf of any candidate.

The Local Union and Unit Election Committees shall choose its own chairperson and shall have full authority to supervise elections without interference from Officers or candidates.

All decisions on election-related communications and mailings from the Local to members are to be made by the Local's Election Committee. Decisions about mailings and communications in unit elections are to be made by the unit's Election Committee.

**11.2** Nominations for Local Union and Unit Election Committees shall be held with nominations, acceptances, and voting to comply with the "Guide for UAW Election," Local Union Bylaws, and the International UAW Constitution.

A Unit may determine the rules for conducting Unit elections as specified by their Unit's Bylaws, the Local Union's Bylaws, and the International UAW Constitution. Any Unit that does not set forth the rules in its Bylaws will be governed by the rules determined by the Local Union's Bylaws and the International UAW Constitution.

**11.3** In January of the year of the triennial elections, the Joint Council shall consider and approve a plan for elections. This plan must be in conformance with the UAW Constitution.

**11.4** When voting is held at a physical location, no one, except the Election Committee or those acting under its direction, those voting or who are waiting to vote, and the duly appointed challengers, shall be allowed in the place designated by the Election Committee as a voting place for the election. Voters who have cast their ballots shall not be allowed to loiter in the voting place.

**11.5** Whenever there are unopposed candidates for Local Union Executive Offices, Stewards, Committee People, or Unit Officers, such candidates shall be considered elected without the necessity of an election. Where run-off elections are necessary because a candidate fails to receive a majority vote, the run-off shall be confined to the two (2) candidates receiving the highest number of votes for the office involved.

**11.6** The term of office for members of the Executive Board is three years. Candidates for Executive Office must receive a majority of votes cast to be elected. All other offices require only a plurality.

**11.7** For all offices other than that of Local President, the Joint Council can appoint an interim executive officer to serve until the next election, which will occur at the next full membership meeting of the Local. The special election will be posted on the Local's website at least one month prior to the membership meeting. Attempts will be made to reach as many members as possible by posting at union shop sites and through use of the Local's online email group during the same time period. Nominations will be taken up until seven (7) days before the membership meeting election.

## **Article 12. ELIGIBILITY FOR ELECTED OFFICE**

Any member in good standing in the Local Union who has been a member in continuous good standing in the Local Union for one year prior to nomination shall be eligible for election to the Local Union Executive Board. Joint Council and Unit Leadership requires that a candidate has been a member in continuous good standing in the Local Union for 90 days prior to nomination. Local Union staff employees remain members of the Unit and/or Local Union from which they last worked prior to their hire by Local 2322, as provided by the International Constitution.

Eligibility for office is defined as in the UAW Constitution Article 38, Section 3 with the exception of shops which have different work year schedules for which two (2) consecutive semesters will constitute enrollment for all purposes related to a "member in good standing."

All eligible members shall be automatically nominated for each office for which they are eligible if they accept the nomination in writing within a certain number of days of the notices of automatic nomination being posted (timeline will be decided by the Election Committee).

## **Article 13. DUES**

Monthly membership dues shall be two percent (2%) of an employee's straight time pay. Dues are not taken on overtime or shift differentials. There shall be no cap on the amount of dues paid by any member.

## **Article 14. INITIATION AND REINSTATEMENT FEES**

The Local Union initiation fee shall be \$20. The reinstatement fee shall be \$20. "The reinstatement fee established by a Local Union shall be not less than the regular initiation fee charged by the Local Union, plus the dues for each month of delinquency in dues up to either the date of automatic suspension or the date of reinstatement, as the Local Union in its discretion may determine, plus the current month's dues. Such reinstatement fee shall be uniformly applied to all delinquent members of the Local Union. Individuals suspended as a result of their failure to pay dues while employed in a workplace under the jurisdiction of another Local Union shall be dealt with in conformity with Article 17, Section 3" of the Constitution.

## **Article 15. OVERNIGHT STAY, TRANSPORTATION AND LOST TIME**

**15.1 HOTEL:** The Local may reimburse members for the single room occupancy rate, or percentage of a double room rate if shared with another member.

**15.2 MEALS:** The Local may provide a per diem for members when travel requires staying overnight. The per diem rate is not to exceed the current approved amount from the International UAW per day with hotel receipt, nor the current approved amount from the International UAW per day on day of return. Travel distance must be 100 miles or more for members to be eligible for a per diem.

When not required to stay overnight (or traveling less than 100 miles), members may be reimbursed for meals with receipt (alcohol not included.)

*Please note: per diem money is taxable income, whereas meal reimbursements with receipt are not.*

**15.3 TRANSPORTATION:** The actual cost of airfare is not to exceed coach fare, or current IRS rate per mile, whichever is more economical.

Expense for transportation is to be paid for the actual mode of transportation used. Mileage expense can only be paid to the driver of the automobile.

**15.4 LOST TIME/RELEASE TIME:** The Local Union shall pay lost time only when members are performing necessary duties for (and on behalf of) the Local during a time for which they would otherwise be compensated by the employer. The amount of lost time should never exceed the amount which the individual would otherwise have received from the employer for the same period of time for which the member is being compensated. Such lost time should be approved by the Local Union president, or designated appointee, ahead of time.

Proof of actual time lost must be provided by a member (paystub) in order for lost time to be paid and shall follow established UAW 2322 policy for lost/release time.

## **Article 16. DONATIONS**

Donations to other than Union-related organizations must have a two-thirds (2/3) majority vote of those members present at the Joint Council or Executive Board before it can be approved. Both Joint Council and the Executive Board will follow established policies and guidelines for donations.

## **Article 17. BUDGETS AND FINANCES**

**17.1** No Committee or Unit shall exceed its budget. The Local's Accountant and Financial Secretary shall keep a separate accounting of the funds available and disbursed to a Unit or Committee, which funds at all times shall remain the property of the Local Union.

**17.2** The Local's Accountant and Financial Secretary shall be responsible for providing a financial report for each regularly scheduled Joint Council and Membership meeting that shows line item expenses and income for the month and year-to-date for the year. At least two (2) times a year, at the request of a Unit, the Financial Secretary or a member of the Finance Committee will attend a Unit meeting for the purpose of presenting the above report.

**17.3** The President and Recording Secretary shall authorize and sign all vouchers as approved by the Joint Council. Any expenses not previously approved by the Joint Council must be reported by the President at the next Joint Council.

## **Article 18. MEETING ATTENDANCE REQUIREMENTS**

**18.1** All members of the Local Union holding an elective office, whether in their Unit or in the Local Union are required to attend:

Two (2) meetings out of three (3) consecutive membership meetings unless officially excused by the Attendance Committee

Two (2) meetings out of three (3) consecutive meetings other than membership meetings expected of their respective office or position, unless officially excused by the Attendance Committee

Failure of any executive elected official to comply with the above attendance rules will receive a written warning letter. If their attendance does not improve during their term of office, then they will be removed from their office by a vote of 2/3rds majority of the Executive Board and Joint Council. They shall not be permitted to run for any elective office for the balance of the term of the office from which they were removed, except Constitutional Delegate. Any affected member may appeal the decision of the Attendance Committee to the next Joint Council.

**18.2** The President and Vice-President shall co-chair the Attendance Committee and shall excuse, upon request, absences of circumstances beyond a member's control or because of substantial inconvenience. The President and Vice-President shall also consider temporary leaves of absences (due to prolonged consecutive absences due to being out of town, ill, etc.) and temporary appointment during such leaves.

## **Article 19. DELEGATES TO CONSTITUTIONAL CONVENTIONS**

**19.1** It shall be the policy of this Local Union to participate in the Constitutional Conventions of the International Union when fiscally possible. The Local Union shall elect the minimum number of delegates necessary to ensure the maximum amount of votes. Each Unit of the Local Union, which is entitled to elect its own delegates as permitted in the International UAW Constitution and which decides to elect its own delegates, shall elect the minimum number of delegates to carry the maximum amount of votes of the Unit.

**19.2** All delegates to International conventions shall be chosen pursuant to the provisions of the International UAW Constitution.

**19.3** Costs of attending the Convention for Local and Unit delegates shall be borne by the Local Union, when fiscally possible and approved by the membership. The leadership and membership shall make all efforts to budget such expenses.

## **Article 20. ORDER OF BUSINESS**

The following order of business shall prevail at general membership meetings and meetings of the Joint Council: Welcome, Roll Call & Introductions, Report of the President & Staff, Reading of the Joint Council Minutes, Reading of the Executive Board Minutes, Report of standing committees, Correspondences, Financial, New Business, Old Business, Announcements/Events, Other Business.

## **Article 21. APPEALS**

**21.1** Any member grieved by or dissatisfied with an action or decision of the Local Union or any representative thereof other than the action or decision of the membership of the Local Union, may appeal or complain in writing to the Local Union Recording Secretary within sixty (60) days of the time they first became aware of the alleged action or decision which they wish to appeal from or complain about.

However, appeals of unit decisions shall first be made to the Unit Membership or an assembly of stewards, at the grievant's option. A Unit Membership must make a decision within thirty days of receiving the appeal. If the appellant is not satisfied with the result, they can appeal to the Local Union within thirty (30) days. For all time-sensitive issues like the decision to file for arbitration, the Executive Board can file the initial request and ask for reconsideration at the next Joint Council meeting. If the Joint Council still refuses to arbitrate the case, then the request will be rescinded.

**21.2** Upon receipt of the grievance, the Recording Secretary shall refer the matter to the Executive Board which shall consult with the grievant, permit the grievant full opportunity to be heard, and shall reach a decision within ten (10) days.

Within thirty (30) days of receiving a notice of such decision from the Executive Board, the grievant, if wishing to appeal further, shall submit their appeal in writing to the Recording Secretary for consideration by the earliest possible Joint Council meeting. The Joint Council shall hear the grievant and any other relevant material and shall reach a decision within ten (10) days.

All parties and membership bodies shall conduct a full inquiry when considering a grievance and prior to making a decision.

**21.3** Any member of the Local Union, after having exhausted every appeal step within the Local Union, may appeal from any action, decision or penalty the International Executive Board and to the International Convention pursuant to Article 33 of the International UAW Constitution. However, the decision of the Local Union must be complied with and shall remain in effect until reversed or modified.

**21.4** Trials of members shall be as provided for in Article 31 and other relevant articles of the International UAW Constitution.

## **Article 22. STRIKES**

**22.1** Strikes can only be called by the private sector unit directly affected by the strike and must be called and terminated in strict conformance with Article 50 of the International UAW Constitution.

**22.2** To call a strike, all members must be given due notice of the vote to be taken and it shall require a two-thirds (2/3) majority vote by secret ballot of those voting, to request strike authorization from the International Executive Board. Only members in good standing may vote.

Before a strike can be called off, a special meeting of the Unit shall be called for that purpose and it shall require a majority vote by secret ballot of all members present to decide the question either way.

## **Article 23. LOCAL UNION EMPLOYEES**

**23.1** All employees to be paid with Local funds will be selected by a hiring committee. For each hire, the Joint Council shall form an ad hoc hiring committee consisting of the UAW Local president, two (2) other executive officers, and two (2) Joint Council members, overall, representing three different units. For a specific unit hire, the committee will consist of the UAW Local President, two (2) other executive officers, and two (2) members specific to that unit.

**23.2** The Executive Board is authorized to negotiate with any union which represents employees of the Local Union. The Collective Bargaining Agreement between UAW Local 2322 and the IWW Branch 650, which represents the Local Union staff, specifies the wages, hours and working conditions of the staff of the union.

## **Article 24. GENERAL ISSUES**

**24.1** All Local Union Officers, Committees, Stewards and other members handling funds or other property of the Local Union shall, at the completion of their duties, turn over all papers, documents, funds, and/or Local Union property to the properly constituted Local Union Officers.

**24.2** Each Unit may have Bylaws. Those Unit Bylaws must conform with these Bylaws and the International UAW Constitution. Any Unit that does not have Bylaws shall be governed by these Bylaws and the International UAW Constitution.

**24.3** Whenever in these Bylaws a pronoun is used, it refers equally, where the reference is applicable, to all genders in the singular and in the plural.

## **Article 25. LEASES AND LONG-TERM AGREEMENTS**

No agent or official of the Local Union is authorized to execute a real estate lease, deed, service maintenance contract or other long-term agreement unless the proposed agreement has been reviewed by an outside expert or attorney and approved by the Executive Board.

## **Article 26. AMENDMENTS**

These Bylaws may be amended by presenting a motion in writing setting forth the amendments sought to a Joint Council meeting. The amendment shall be read at that meeting and referred to the Constitution and Bylaws Committee which will report to the succeeding Joint Council meeting. The Joint Council meeting notice must contain notice of the particular Bylaw amendments that will be considered. If approved by two-thirds (2/3) of the Joint Council vote present thereon at this succeeding meeting, the amendment shall be considered adopted.

## **Article 27. EXPENSES**

**27.1 Miscellaneous Expenses:** The Local will reimburse staff or members of the Local expenses pertaining to Local business providing receipts are submitted with the appropriate paperwork and the purchase has been approved by the President, Executive Board, or Joint Council.

**27.2 Office expenses:** This includes but is not limited to monthly billing of utilities, supplies and other ongoing day-to-day expenses necessary for keeping the office and staff going on a daily basis. Such expenses will be approved by virtue of the fiscal year's budget approval by Joint Council.

### **27.3 Automobile Expenses:**

Recognizing that staff use their own cars for work, staff will be reimbursed as follows: All permanent, professional staff will be reimbursed \$126.92 per week for a car allowance. (This will increase as the UAW Staff Council reimbursement increases and operate according to the same rules).

Permanent, professional staff will be reimbursed for gas, and four (4) oil changes per year for up to \$35.00 each with the presentation of receipts.

For all other bargaining unit staff: if the Employee's own car is used for business, the Employee will be reimbursed for mileage at the current IRS reimbursement rate.

The Employer will pay up to two (2) parking tickets/year, for up to \$40.00 a ticket, where an Employee has emergency circumstances and provides a written explanation to the President. Such explanation shall be furnished within one (1) week of receiving any such ticket. Reimbursements will not be given for morally reprehensible parking tickets.

### **27.4 Miscellaneous Expenses:**

All reps and organizers will receive a \$20.00 per week, miscellaneous expense check. (This will go up as the UAW Staff Council increases). The only time bargaining unit members will not receive this is when they are on vacation or out sick for more than two weeks.

The Local 2322 will provide for paid parking for the Union Representative(s) and Office Manager assigned to the UMass campus.

The Employer will reimburse reps and organizers for cell phones up to the amount of \$100 a month for full time staff, and up to a pro-rated amount for permanent part-time staff.

The Employer shall pay bail, not to exceed \$5,000.00, for Employees arrested while in the performance of their duty, or while lending support to other Unions. The activity must be approved in advance, and the

Employee will be held responsible for the full amount of bail paid if he/she fails to show up for the hearing.

The Employer will reimburse staff or members of the Local expenses pertaining to Local business providing receipts are submitted with the appropriate paperwork and the purchase has been approved by the President, Executive Board or Joint Council.

**27.5 Goddard College Reimbursement:** *(approved at Joint Council January 24, 2007)*

Goddard College presents some unique challenges as a shop because none of the members are in the same physical location except for during two 10-day periods throughout the year. Consistent and easy communication between stewards and members and between union activists themselves is compromised by the physical location problem. The vast majority of the communications occur by email and phone on faculty's personal time because it is impossible for them to have the kind of regular informal contact that our stewards usually have with the members they represent. To this respect the Local will pay \$15 a month toward the communication costs (email/phone) of the two unit chairs to acknowledge the personal resources they are expending on the unit.

**Article 28. HOLIDAYS & CLOSINGS**

The Local Union offices will be closed on the following days:

- Martin Luther King Jr. Day
- Presidents' Day
- May Day
- Memorial Day
- Fourth of July
- Labor Day
- Indigenous People's Day (Columbus Day)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24<sup>th</sup> through January 1<sup>st</sup>

In cases of inclement weather, the offices will be closed/delayed when the public schools are closed/delayed in whatever town the Local's main office is located.

**ARTICLE 29. COMPENSATIONS**

29.1 The UAW staff are represented by IWW branch #650. The contract agreement between the two parties will require expenditures of local union's money.

29.2 All compensations shall also apply to the President of the Local and are tied to the current agreement between the UAW Local 2322 and the IWW branch #650. With the exception of President's salary for which the base salary has been set at \$65,000 *(approved at Joint Council April 22, 2009)*.